

SECTION 00010A

TITLE PAGE



**SAN LORENZO VALLEY WATER DISTRICT
13060 CA-9
BOULDER CREEK, CALIFORNIA 95006**

Lyon & Big Steel Zone Pipeline Improvements

October 27, 2022

BID DOCUMENT VOLUME II OF II

CONTRACT BID FORMS

Prepared by:

**Schaaf & Wheeler, Consulting Civil Engineers
3 Quail Run Circle, Suite 101
Salinas, CA 93907**

SECTION 00015A

CONTRACT BID FORMS TABLE OF CONTENTS

VOLUME II – CONTRACT DOCUMENTS

Entire Volume II Contract Bid Forms Due at Time of Bid

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SECTION 00300

BID PROPOSAL

San Lorenzo Valley Water District
13060 CA-9
Boulder Creek, CA 95006

Ladies and Gentlemen:

The undersigned hereby proposes to perform all Work for which a Contract may be awarded him/her and to furnish any and all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, water, and all other items and facilities necessary therefore as provided in the Contract Documents, and to do everything required therein for the Work as set forth in the documents entitled:

Lyon & Big Steel Zone Pipeline Improvements

Together with appurtenances thereto, all as set forth on the Bid Package and other Contract Documents; and he/she further proposes and agrees that, if this Bid is accepted, he/she will contract in the form and manner stipulated to perform all the Work called for by Drawings, Specifications, and other Contract Documents, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and that he/she will accept as full payment therefore the prices set forth in the Bid Schedule forming a part hereof.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; and all additions, deletions, modifications, appendices, and all Addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents.
2. The undersigned has by investigation of the site of the Work and otherwise satisfied himself/herself as to the nature and location of the Work and has fully informed himself/herself as to all conditions and matters which can in any way affect the Work or the cost thereof;
3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in the Bid and he/she further understands that SLVWD will in no way be responsible for any errors or omissions in the preparation of this Bid;
4. The undersigned will execute the Contract Agreement and furnish the required proof of insurance coverage within ten (10) work days (not including Sundays and holidays) after Notice of Award to him/her of acceptance of his/her Bid by SLVWD.
5. The undersigned Bidder further agrees that if he/she shall fail to complete the Work within the Contract Time and any authorized extension thereof, he/she shall pay liquidated damages in the amount specified in the Contract Agreement to SLVWD for each calendar day of unauthorized delay in completion of the Work, until the Work is

completed unless another amount is agreed to and stated in the Contract Agreement.

6. The undersigned hereby certifies that this proposal is not made in the interest of; or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.
7. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his/her certification; I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the Work of this Contract.
8. SLVWD has obtained from the Director of the Department of Industrial Relations ("DIR") the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Public Work is to be performed for each craft, classification or type of workman needed to execute this Contract. (Copies of the wage determination are on file and may be obtained by interested parties at the office of SLVWD). The Contractor and all Subcontractors shall comply with all requirements and provisions of Section 1775 and 1776 of the California Labor Code. The Contractor shall forfeit, as a penalty to SLVWD, two-hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than stipulated prevailing rates for Work done under the Contract Agreement by him, or any Subcontractor under him, in violation of the provisions of the California Labor Code. Copies of these wage determinations shall be posted and maintained at the job site by the successful bidding Contractor.
 - a. Subject to the provisions of Section 1810 to 1815, inclusive, of the California Labor Code, the time of service of any laborer, workman, or mechanic employed on the Work shall be limited and restricted to eight (8) hours during any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as otherwise provided in said sections, and the Contractor shall forfeit to SLVWD as a penalty, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of the Work by him or any Subcontractor under him for each calendar day during which such laborer, worker, or mechanic is required

or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of provisions of the California Labor Code.

- b. The Contractor and all Subcontractors shall conform to all the requirements of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him. The Contractor shall provide SLVWD with a copy of the contract award information at the time that information is submitted to the applicable apprenticeship program. Within sixty (60) calendar days after concluding the Work pursuant to this Contract, the Contractor shall submit, and require each Subcontractor under him to submit, to SLVWD and the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Contract.
 - c. Contractor and all Subcontractors shall comply with Sections 1776 and 1771.4(a)(3) of the California Labor Code, regarding payroll records, and shall be subject to penalties for violation thereof. The Contractor shall cause a clause identical to Section 00800CA, Paragraph K to be included in every subcontract for Work pursuant to this Contract.
 - d. Contractor shall not perform work with a Subcontractor who is ineligible to perform work on a public works project pursuant to Sections 1777.1 or 1777.7 of the California Labor Code.
9. In compliance with Section 1725.5 of the California Labor Code, Contractor must be, and must require all Subcontractors be, registered with the DIR prior to execution of the Contract Agreement. Contractor and all Subcontractors who bid or work on, and/or who are awarded the Contract Agreement, must be registered with and pay an annual fee to the DIR. Neither Contractor nor any Subcontractors may be listed on this Bid Proposal unless registered with the DIR pursuant to Section 1725.5 of the Labor Code. Neither Contractor nor any Subcontractors may be awarded the Contract Agreement unless registered with the DIR pursuant to Section 1725.5 of the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR. Contractor shall submit proof of current DIR registration, and shall require all Subcontractors to submit proof of current DIR registration, to SLVWD prior to commencing work on this project.
10. In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned Bidder has set forth below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work to be performed under the Contract Documents in which this Bid is responsive, and where the portion of the Work which will be done by each Subcontractor for each subcontract is in excess of one-half of one percent (0.5%) of the Total Bid. The undersigned Bidder understands that if he/she fails to specify a Subcontractor for any portion of the Work or specifies more than one subcontractor for any portion of the Work, he/she shall be deemed to have agreed to perform such portion himself/herself and that he/she shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or

necessity, and then only after a finding is reduced to writing as a public record of SLVWD setting forth the facts constituting the emergency or necessity.

11. Receipt is hereby acknowledged of addenda number(s) 1 through 3. (See Attached)
12. The undersigned is licensed in accordance with the Laws of the State of California:
License Number 972425 Class A, B, Haz., Expiration Date 04/30/2024.
13. The undersign is registered with the California Department of Industrial Relations,
DIR Registration Number: 1000000094.
14. If the Bidder is a partnership, corporation, or joint venture, the undersigned certifies that he/she is entitled to execute and submit this Bid proposal on behalf of bidder.
15. In signing below, the Bidder certifies that its Total Bid includes funds sufficient to allow the Bidder to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided under the Contract. Furthermore, the Bidder hereby indemnifies SLVWD for liabilities and penalties for violations of Section 2810 of the California Labor Code.

NOW: In compliance with all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire Work for the prices set forth in the attached Schedule(s) upon which Award of Contract is made. (A duly authorized officer of the company may sign on the president's behalf.)

Individual Name: _____

Contractor Address: _____

Partnership Name: Monterey Peninsula Engineering, a Partnership

Business Address: 192 Healy Avenue, Marina, CA 93933

Phone No.: (831) 384-4081

By: _____, Partner

Peter J Taormina, Manager

Other Partners: _____

See Partnership Structure Outline Attached.

Corporation: Name: _____

Business Address: _____

Business Address: _____

Phone No.: _____

Name: _____,

Title: _____,

Organized under the laws of the State of _____.

Date: _____

(Place

By: _____

Seal

Signature

Here)

(Print Name and Title)

**LYON & BIG STEEL ZONE PIPELINE IMPROVEMENTS
BID SCHEDULE**

ITEM NO.	ITEM/DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization/Demobilization	1	LS	95,000-	95,000-
2	Sheeting, Shoring and Bracing	1	LS	55,000-	55,000-
3	Traffic Control	1	LS	240,000-	240,000-
4	12" Ductile Iron Water Main	11,200	LF	317-	3,550,400-
5	8" Ductile Iron Water Main	660	LF	290-	191,400-
6	6" Ductile Iron Water Main	130	LF	330-	42,900-
7	Connect to Existing 8" at Big Steel Tank	1	LS	6,800-	6,800-
8	Connect to Existing 12" Lyon Zone Valve at Big Steel Tank Site	1	LS	5,300-	5,300-
9	Connect to Existing 6" Main at Boulder Brook Drive STA 207+25	1	LS	13,000-	13,000-
10	Connect to Existing 4" Main at Boulder Brook Drive STA 100+93	1	LS	22,500-	22,500-
11	Connect to Existing 8" Big Steel Zone Pipe STA 107+75	1	LS	8,500-	8,500-
12	Connect to Existing 6" Main at Paone Drive	1	LS	13,300-	13,300-
13	Blackstone 2" PRV at STA 123+41	1	LS	33,600-	33,600-
14	Connect to Existing 2" Main at Hazel Ave. & Davidson Ave.	1	LS	13,500-	13,500-
15	Connect to Existing 2" Main in Laurel St.	1	LS	13,500-	13,500-
16	Connect to Existing 2" Main in Oak St.	1	LS	13,500-	13,500-
17	Connect to Existing 8" Main in Big Basin Way at Pine Street	1	LS	16,500-	16,500-
18	PRV Station in Pine Street	1	LS	110,000-	110,000-
19	Connect to Existing 8" in HWY 9 at Lorenzo St.	1	LS	16,500-	16,500-
20	PRV Station in Lorenzo Street	1	LS	140,000-	140,000-
21	Connect to Existing 6" & 4" Mains at Lomond St. and Pine St. Intersection	1	LS	21,300-	21,300-
22	Connect to Existing 8" Main in HWY 9 at Forest St.	1	LS	15,000-	15,000-

Revised per Addenda No. 1 and 2

ITEM NO.	ITEM/DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
23	Connect to Existing 8" Main in HWY 9 at Lomond St.	1	LS	16,500 -	16,500 -
24	Connect to Existing 12" Main at Lomond St. & East Lomond St.	1	LS	9,000 -	9,000 -
25	Connect to Existing 2" Main at Railroad Ave.	1	LS	13,500 -	13,500 -
26	Connect to Existing 2" Main at Junction Ave.	1	LS	13,500 -	13,500 -
27	Connect to Existing 6" Main at Middleton Ave.	1	LS	13,000 -	13,000 -
28	Connect to Existing 6" Main at Fairview Ave.	1	LS	13,000 -	13,000 -
29	Connect to Existing 12" Main in Irwin Way	1	LS	6,500 -	6,500 -
30	Lomond Street/Irwin Way Bridge Pipe Hanger Installation	1	LS	140,000 -	140,000
31	Bear Creek Zone & Reader Zone Inter-tie Valving	1	LS	56,000 -	56,000 -
32A	1" Water Service	71	EA	5,100 -	362,100 -
32B	1" Water Lateral	3500	LF	64 -	224,000 -
33A	2" Water Service	6	EA	6,600 -	39,600 -
33B	2" Water Lateral	300	LF	68 -	20,400 -
34	2" Air-Vac Valve	4	EA	11,500 -	46,000 -
35	Blow-Off Valve	4	EA	10,500 -	42,000 -
36	Fire Hydrants	12	EA	21,500 -	258,000
37	Abandon Existing Water Main, each site	23	EA	1,500 -	34,500 -
38	Remove Existing 12" Pipe Crossing Over San Lorenzo River at E. Lomond St to Irwin Way	1	LS	40,000 -	40,000 -
39	Additional AC Paving	100	SY	90 -	9,000 -
40	Additional Slurry Backfill	100	CY	290 -	29,000 -
41	Permits Allowance	1	ALW	\$60,000	\$60,000
42	Type II Slurry Seal	15,000	SY	10 -	150,000 -
TOTAL BID PRICE:				\$ 6,233,100.00	
Units: ALW=Allowance, CF=Cubic Foot, CY=Cubic Yard, DY=Day, HR=Hour, LF=Linear Foot, LS=Lump Sum, SF=Square Foot, SY=Square Yard, VLF=Vertical Linear Foot					

Lyon & Big Steel Zone Pipeline Improvements
December 30, 2022

Bid Proposal
00300-8

TOTAL BID (in words): Six million two hundred thirty three thousand one hundred
dollars

END OF SECTION 00300

SECTION 00404

LIST OF MATERIALS AND EQUIPMENT MANUFACTURERS

The undersigned Bidder understands and agrees that SLVWD may consider this Bid incomplete and unresponsive unless the Bidder names a manufacturer for each item of material or equipment in the following list. The undersigned Bidder hereby agrees that, after submission of this Bid, he/she will not make any change in the following listing of manufacturers and will not award a contract or agreement of any kind to a manufacturer not listed below for the listed items of material or equipment unless such change, award, or agreement is first approved in writing by SLVWD according to the provisions of the Contract Documents pertaining to substitutions and equals. The Bidder hereby certifies that the manufacturers' names below produce the listed items of material or equipment which comply with the requirements of the Contract Documents, and the undersigned Bidder will furnish and install the complying material or equipment of the manufacturers' names in the following list.

The items identified in the table below are deemed mandatory and shall be completed by the Bidder; however, the listed items are not considered to be a complete listing of materials or equipment required for the Project. The Bidder shall provide additional items manufacturer and model for other items.

SCHEDULE OF MANUFACTURERS		
ITEM	MANUFACTURER	MODEL
Ductile Iron pipe	McWane	PR350
Gate Valves	Mueller	A2362
DI Fittings	Star Signa Tyler SIP	Mechanical Joint + Flanged imp/Black
Service Brass	Mueller	Pack Joint
ARV / PRV	Cla-Val	90-01
Hydrants	Clow	960
Bridge Transmission Pipe	Southland Pipe	Sch40 Epoxy

END OF SECTION 00404

SECTION 00404

LIST OF MATERIALS AND EQUIPMENT MANUFACTURERS

The undersigned Bidder understands and agrees that SLVWD may consider this Bid incomplete and unresponsive unless the Bidder names a manufacturer for each item of material or equipment in the following list. The undersigned Bidder hereby agrees that, after submission of this Bid, he/she will not make any change in the following listing of manufacturers and will not award a contract or agreement of any kind to a manufacturer not listed below for the listed items of material or equipment unless such change, award, or agreement is first approved in writing by SLVWD according to the provisions of the Contract Documents pertaining to substitutions and equals. The Bidder hereby certifies that the manufacturers' names below produce the listed items of material or equipment which comply with the requirements of the Contract Documents, and the undersigned Bidder will furnish and install the complying material or equipment of the manufacturers' names in the following list.

The items identified in the table below are deemed mandatory and shall be completed by the Bidder; however, the listed items are not considered to be a complete listing of materials or equipment required for the Project. The Bidder shall provide additional items manufacturer and model for other items.

SCHEDULE OF MANUFACTURERS		
ITEM	MANUFACTURER	MODEL
Ductile Iron Pipe	U S Pipe	CL 350
Fire Hydrant	Clow Valve Company	960
Gate Valve	Clow Valve Company	C509

END OF SECTION 00404

SECTION 00405

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of the California Subletting and Subcontracting Fair Practices Act, contained in Section 4100 to 4114, inclusive, of the Public Contract Code of the State of California and any amendments thereto, for each subcontractor performing more than one-half of one percent (0.5%) of the Total Bid. Do not list alternative subcontractors for the same work. The Contractor shall list only one subcontractor for each such portion of Work as is defined by the Contractor in his/her Bid. Contractor shall not substitute any person as subcontractor in the place of a subcontractor listed below, except as provided in the General Conditions.

The Bidder understands that if he/she fails to specify a subcontractor for any portion of the Work to be performed under the Contract, or specifies more than one subcontractor for the same portion of the Work, he/she shall be deemed to have agreed that he/she is fully qualified to perform that portion himself/herself and that he/she shall not be permitted to sublet or subcontract that portion of the Work, except as provided in the General Conditions.

Name under Which Subcontractor is Licensed	License Number and DIR Registration Number	Address and Telephone Number	Specific Description of Subcontract and Percent of Total Base Bid
Bond Blacktop, Inc.	746432 10000001972	27607 Industrial Blvd. Hayward 94545 510-783-9909	SLURRY SEAL 0.91 %
Chrisp Company	374600 1000000306	43650 Osgood Rd Fremont, CA 94539 510-656-2840	STRIPING 1.48 %
			%
			%
			%
			%
			%

END OF SECTION 00405

SECTION 00406

CONTRACTOR'S LICENSING STATEMENT

Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826. (A duly authorized officer of the company may sign on the president's behalf.)

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of contractors:

License Number: 972425

Class: A, B, Haz.

Expiration Date: 04/30/2024

Name of Contractor's Firm: Monterey Peninsula Engineering, a Partnership

Business Address and Telephone Number: 192 Healy Avenue, Marina, CA 93933

(831) 384-4081

The following owner swears under penalty of perjury under the laws of the State of California that the information provided is true and correct:

Name of individual owner (Print or Type):

Signature of Owner _____

Or

The following partners swear under penalty of perjury under the laws of the State of California that the information provided is true and correct.

Signature, title, and address of members signing on behalf of the partnership:

Name  Title Peter J Taormina, Manager

Address 192 Healy Avenue, Marina, CA 93933

Name _____ Title _____

Address _____

Lyon & Big Steel Zone Pipeline Improvements
October 27, 2022

Contractor's Licensing Statement
00406-2

Name _____ Title _____

Address _____

Or

The following officers swear under penalty of perjury under the laws of the State of California that the information provided is true and correct.

Corporation organized under the laws of the State of _____

Signature of President of Corporation

(Place
Seal
Here)

Signature of Secretary of Corporation

For Owners, Partners or Corporation Officers:

This Contractor's Licensing Statement Form is executed at _____

_____ Marina _____ (Location), California, on _____ 01/26/2023 _____ (Date).

END OF SECTION 00406

SECTION 00408

CONTRACTOR'S EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. The Bidder shall include in his/her outline the project name, owner, contact name and phone number, type of work and final cost of all similar type projects constructed in the past five (5) years. The Bidder shall also provide the name, work resume, and qualifications for the individual who will be the job superintendent during the performance of this Contract. The Bidder shall not reassign the designated superintendent without prior approval of SLVWD. Additional numbered pages outlining this portion of the Bid may be attached to this Bid.

Project Name/ Date Completed	Owner Name/ Address	Contract Name/ Phone	Type of Work	Final Cost
		See Attached		

END OF SECTION 00408

SECTION 00410

BID SECURITY

(Check to accompany Bid)

(Note: The following form shall be used if check accompanies Bid)

Accompanying this proposal is a *Certified / *Cashier's check payable to the order of San Lorenzo Valley Water District, hereinafter referred to as "SLVWD," for

_____ Dollars (\$_____),
this amount being ten (10) percent of the total amount of the Bid. The proceeds of this check shall become the property of said SLVWD provided this proposal shall be accepted by the said SLVWD through issuance of a Notice of Award and the undersigned shall fail to execute a Contract and furnish the required Performance and Payment Bonds and Proof of Insurance Coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of SLVWD if the undersigned shall withdraw his/her Bid within the period of sixty (60) calendar days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

Not Used

Bidder

*Delete the inapplicable word

NOTE: If the Bidder desires to use a bond instead of a check, the Bid Guaranty Bond form in Section 00415 shall be executed. The sum of this bond shall be not less than ten (10) percent of the total amount of this Bid.

END OF SECTION 00410

SECTION 00415

BID GUARANTY BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT MONTEREY PENINSULA ENGINEERING, hereinafter called Principal, and THE CONTINENTAL INSURANCE COMPANY, hereinafter called the Surety, are jointly and severally held and firmly bound unto the San Lorenzo Valley Water District, 13060 CA-9, Boulder Creek, California 95006, hereinafter called SLVWD, in the penal sum of ten percent (10%) of the Bid of Principal for the Work described herein. This sum not to exceed Ten Percent of the Total Bid Amount Dollars (\$ ^{10% of the} Total Bid Amount) lawful money of the United States of America, for the payment whereof unto SLVWD, Principal and Surety jointly and severally bind themselves forever firmly by these presents, except said penal sum shall not exceed ten percent (10%) of the amount Bid by Principal for Work which is awarded to Principal by SLVWD.

WHEREAS, Principal is herewith submitting a Bid for the Work entitled:

LYON & BIG STEEL ZONE PIPELINE IMPROVEMENTS

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a Contract for the Work, and if Principal within the time specified in the Bid enters into, executes and delivers to SLVWD an agreement in the form provided herewith, and if Principal within the time specified in the Bid gives to SLVWD the performance bond and the payment bond on the forms provided herewith, and any other documents required by these Contract Documents, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to SLVWD said agreement in the time stated in the Bid or should fail or refuse to furnish Performance Bond and Payment Bond or other required document in the time stated in the Bid, then Principal and Surety shall forfeit to SLVWD the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a release of liability of Surety.

Lyon & Big Steel Zone Pipeline Improvements
October 27, 2022

Bid Guaranty Bond
00415-2

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and SLVWD and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS 23rd day of January, 2023.

MONTEREY PENINSULA ENGINEERING

Principal

By:

Peter J. Taormina, Manager
Signature

THE CONTINENTAL INSURANCE COMPANY

Surety

By:

Signature Tracy Aston, Attorney-in-Fact

151 N. Franklin Street

Chicago IL 60606

(Surety's Mailing Address)

415-932-7566

(Telephone Number)

(Attach Notary Acknowledgement of Surety)

(NOTE: The standard printed bond form of any bonding company acceptable to SLVWD may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting SLVWD are not in any way reduced by use of the Surety Company's printed standard form.)

END OF SECTION 00415

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

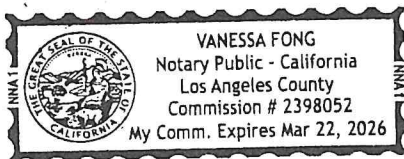
State of California

County of Los Angeles

On JAN 23 2023 before me, Vanessa Fong, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Rosa E Rivas, Mary Y Volmar, Samantha Russell, Meghan Hanes, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

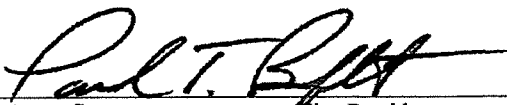
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of August, 2022.

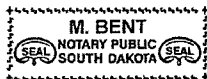


The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of August, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026


M. Bent Notary Public


CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of

JAN 23 2023



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00420

SAFETY COMPLIANCE

Contractors are required by law to comply with an established company Safety Program that includes an Injury Illness Prevention Plan (IIPP). The undersigned hereby proposes to follow their Contractor's Safety Program including all subcontractors while performing the work described as:

LYON & BIG STEEL ZONE PIPELINE IMPROVEMENTS

Complete the following information (as applicable):

Person responsible for implementing your Safety Program / IIPP on this project:

Name (Print): Paul B. Bruno

Title: Manager

Phone No: (831) 384-4081

Written Safety Program / IIPP: Yes ☒ No ☐ Dated: 1/17/2020

Written Code of Safe Practices: Yes ☒ No ☐ Dated: 1/17/2020

On-site Personal Protective Equipment (PPE) Requirements:

Yes ☒ No ☐ Eye Protection
Yes ☒ No ☐ Hard Hats
Yes ☐ No ☒ Steel Toe Boots
Yes ☒ No ☐ Hearing Protection
Yes ☒ No ☐ Respirators

Training Requirements:

Yes ☒ No ☐ Weekly Tailgate/Safety Training
Yes ☒ No ☐ Documented

Site Safety Inspections:

Yes ☒ No ☐ Regular Inspections
Yes ☒ No ☐ Documented

Material Safety Data Sheets (MSDS): Yes ☒ No ☐ On-site (Specific)

Equipment:

Yes ☐ No ☒ Manuals On-site (Specific)
Yes ☒ No ☐ Fire Extinguishers on Equipment

First Aid/CPR Trained Personnel On-site:

Yes ☒ No ☐ Name: Supervisors/ Foreman

Name: _____

Equipped On-site:

Yes ☒ No ☐ First Aid Kit
Yes ☒ No ☐ Fire Extinguishers
Yes ☒ No ☐ MSDS
Yes ☒ No ☐ Emergency Phone Numbers

Subcontractors:

Yes ☒ No ☐ Certificates of Insurance
Yes ☒ No ☐ Prime Named as Additional Insured.

Workers' Compensation Experience Modification Rate (last 3 years):

Year: <u>2021</u>	Rate: <u>.62</u>
Year: <u>2020</u>	Rate: <u>.60</u>
Year: <u>2019</u>	Rate: <u>.68</u>

OSHA Citations (within last 3 years): Yes ☐ No ☒ If yes, attach copy of citation.

Contractor/Subcontractor Training Requirements - Project Specific:

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> OSHA 10 Hour	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Hazard Assessment
Yes <input type="checkbox"/> No <input type="checkbox"/> Welding	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Fall Protection
Yes <input type="checkbox"/> No <input type="checkbox"/> Electrical	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Confined Space
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Forklifts	Yes <input type="checkbox"/> No <input type="checkbox"/> Rigging / Slings
Yes <input type="checkbox"/> No <input type="checkbox"/> Demolition	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Tool Safety
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Accident Prevention	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> PPE
Yes <input type="checkbox"/> No <input type="checkbox"/> Scaffolding	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Haz-Com / MSDS
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Lock out /Tag out	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Trench / Shoring
Yes <input type="checkbox"/> No <input type="checkbox"/> Cranes	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Ladders
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Traffic Control	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Asbestos/Lead/ Exposure

Training Documentation/Certificates: Yes ☒ No ☐ Available Upon Request

END OF SECTION 00420

SECTION 00480

Failure to submit a Non-Collusion Affidavit in this form shall constitute grounds for rejection of the Bid. This Affidavit to be fully executed.

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Manager of Monterey Peninsula Engineering, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 01/26/2023 date, at Marina city, CA state.

Signature:  _____

Title: Peter J Taormina, Manager

(Attach Notary Acknowledgement of Contractor)

END OF SECTION 00480

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey

On January 26, 2023 before me, Sandra L. Bruno, Notary Public
(insert name and title of the officer)

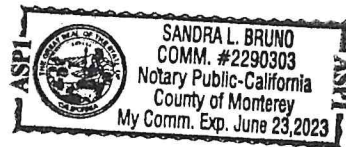
personally appeared Peter J. Taormina,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



SECTION 00485

IRAN CONTRACTING ACT CERTIFICATION

Reference: Public Contract Code Section 2200 et seq.

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ SLVWD has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, SLVWD will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Bidder's Signature: _____



Bidder's Name and Title: _____

Peter J Taormina, Manager

Firm: _____

Monterey Peninsula Engineering

Date: _____

01/26/2023

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF SECTION 00485

SECTION 00901

ADDENDUM NO. 1

1. GENERAL

Scope

This addendum modifies the Contract Documents dated October 27, 2022, for the San Lorenzo Valley Water District Lyon and Big Steel Zone Pipeline Improvements Project, and the work shall be accomplished in accordance with such modifications. This Addendum includes four (4) pages plus five (5) attachments (total of 29 pages).

The Addenda includes Contractor Information Items, responses to questions, changes to the Bid and Contract Documents, followed by attachments.

Note: The Bid Date is revised from January 5, 2023 to January 26, 2023.

Acknowledgment

Bidders must acknowledge this addendum as part of the bid submission by completing bidder's acknowledgment of addenda (Section 00300). Failure to acknowledge the addendum may constitute grounds for rejection of the bid.

2. CONTRACTOR INFORMATION ITEMS

- A. Section 00020 Paragraph A. states, in part: *Sealed Bids will be received by Holly Hossack at SLVWD, 13060 CA-9, Boulder Creek, California, 95006, Telephone (831) 338-2153 until 3:00 p.m. on January 5, 2023 for the construction of the Work entitled: Lyon & Big Steel Zone Pipeline Improvements.* This Paragraph is revised to the following, no other changes to this Paragraph are included:
- a. Sealed Bids will be received by Holly Hossack at SLVWD, 13060 CA-9, Boulder Creek, California, 95006, Telephone (831) 338-2153 until 3:00 p.m. on **January 26, 2023** for the construction of the Work entitled: Lyon & Big Steel Zone Pipeline Improvements.
- B. Section 00020, BIDS, Paragraph C. states: *Requests for interpretation of the Contract Documents shall be submitted to Josh Wolff at SLVWD in writing to jwolff@slvwd.com no later than 5:00 p.m., December 19, 2022. SLVWD will release a final response to requests for interpretation no later than December 21, 2022.* This Paragraph is revised to the following, no other changes to this Paragraph are included:
- a. Requests for interpretation of the Contract Documents shall be submitted to Josh Wolff at SLVWD in writing to jwolff@slvwd.com no later than 5:00 p.m., **January 12, 2023**. SLVWD will release a final response to requests for interpretation no later than **January 18, 2023**.

3. RESPONSES TO QUESTIONS

- A. Confirm that the Qualified Biologist referenced in the Mitigation Monitoring and Reporting Program will be handled and paid for by the District.
- a. Yes, the biological monitor will be the responsibility of the District
- B. Confirm that soils compaction testing and concrete/2-sack slurry testing will be by the

contractor.

- a. The Owner will hire a third-party geotechnical inspector for compaction and concrete testing.
- C. Confirm that Item #35 has been duplicated and that the 2" Air-Vac Valve should be Item#34.
 - a. Correct. Item No. 34 is the 2-in Air-Vac Valve
- D. Confirm that Item #35 Blow Off Valve should be 4 Each – not 4 LS.
 - a. Yes, unit is for Each. The Bid Proposal form is reissued with those corrections.
- E. As the Caltrans permit is not yet available, can we base our bid on the provided trench details for Santa Cruz County? Will the cross trench detail with additional width restoration be required within Caltrans ROW?
 - a. Yes, you may assume the County details apply within the Caltrans ROW.
- F. Can we assume that we will have an 8-hour work window for work within the Caltrans ROW?
 - a. The permit has not yet been issued. Please assume that lanes closures are limited to 9:00 a.m. to 4:00 p.m.
- G. What is the minimum separation between LZ and BSZ pipelines?
 - a. 4-ft, wall to wall
- H. What is the minimum cover for new pipelines? Plan notes say 42" in Caltrans ROW and 32" elsewhere but the profile shows 54". Please clarify.
 - a. 54-in cover minimum is required for all new pipes. The note on G1.2 is clarified below.
- I. Please provide Caltrans and County Encroachment Permits with conditions.
 - a. Permits have not yet been issued. We will issue them with an Addendum if they are issued before the Bid Date.
- J. Please clarify pavement restoration requirements within Caltrans ROW.
 - a. Permits have not yet been issued. Assume the same requirements as per the County details.
- K. Please clarify difference between bid items 32A and 32B; 33A and 33B.
 - a. Items 32A and 33A are for all items necessary to install replace or install new 1-inch or 2-inch water services except the lateral pipeline itself. 32B and 33B are for the service lateral pipeline material and installation since the distances from the water mains to water meters varies greatly. Refer to Section 01 20 00 for more information.

- L. Will a slurry seal be required on County streets?
 - a. Yes. Please refer to section 32 12 16
- M. How many linear feet of 2" pipe should bidders assume to be installed for bid items 14, 15, 16, 25, and 26?
 - a. Assume 20 LF for each Bid Item.
- N. Thrust block details provided, but as the project is utilizing restrained joint piping, can clarification be provided as to where thrust blocks would be required.
 - a. Thrust blocks are required where new work connects to existing mains since the existing mains are assumed to be unrestrained. Size the thrust block for the added angle fitting or valve, as applicable. Thrust blocks are also required for fire hydrants (provided vertical support to the above-grade portion).
- O. Will pipe coatings be required for exposed pipe within the PRV stations?
 - a. Per Section 33 11 13.15, Item 2.01.F, exposed ductile iron pipes, valves and fittings shall be epoxy coated. Pipe spools extending through the vault wall may be either epoxy or bituminous coated.
- P. Pipe trench detail for pipe bidding on C6.3 differs from the trench details EP-1/EP-2 on C6.2. The sand backfill on EP-1/IP-2 per note 7 is 12-inch over pipe rather than 6" as shown on C6.3. Please clarify.
 - a. Pipe bedding shall be per detail C6.3
- Q. The hydrant replacements on Hwy 236, C4.8 and C4.9, appear to be connecting to the existing lateral from the 8" Big Steel Zone pipe with a new GV and hydrant only. As the hydrant detail and the measure and pay description indicate a tee/hot tap fitting, please clarify the work limits of these hydrant installations.
 - a. For hydrant replacements, the work shall include replacing everything from the tee to the fire hydrant (the tee remains, the valve is replaced). Refer to SD-3 on Sheet C6.1.
- R. Bid Item #38 calls for the removal of existing 12" pipe crossing over the E. Lomond St/Irwin Way Bridge, but drawings show only an existing 6" water main on C4.11 and C6.4 (confirmed by field inspection). The removal of the existing 6" water main is covered in Bid Item#30. Please clarify if there is an existing 12" water main the bridge crossing, and if so, where is it located.
 - a. The 12-inch water main in Bid Item #38 crosses the river downstream of the bridge (suspended over the river). Sheets C4.11 and C4.12 show the approximate location of this pipe. Because this work requires working from the bank and river bed, it must be performed during the dry season.
- S. Bid Item #20, PRV station in San Lorenzo St, measure and pay includes removal of existing 8" Check Valve and replacement with spool at Hwy 9. This is shown in Detail P/C4.9, but the Detail notes also describe Decommissioning Firehouse BPS and abandoning pipes. Is this work included in this item, and if so, can additional detail be

provided about the decommissioning of the BPS? Also, confirm that all pipe abandonment is accessible and above grade at the Firehouse location.

- a. The work in Highway 9 (Main Street) is revised to make the transition simpler. The revised scope is removing the existing check valve, manhole, tees and branch valves and replacing it with a single 8-inch pipe. Decommissioning the rest of the booster pump station will be by District Staff.

4. CHANGES TO VOLUME 1, CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

The following sections are amended as noted:

- A. Section 01 20 00, Measurement and Payment, is reissued with the following change:
 - a. Bid Item 20, PRV Station in Lorenzo Street, the work in Hwy 9 is amended to match the revised plan sheet.
- B. Section 33 11 13.23, HDPE Pipe, is reissued with the correct section number in the title and footer (it was mis-numbered as 33 11 13.15).

5. CHANGES TO VOLUME 2, BID FORMS

- A. Section 00300, Bid Proposal, is reissued with the following corrections:
 - a. Bid Item 34, 2" ARV, was mis-numbered as Bid Item 35.
 - b. Bid Item 35, Blow-Off, Bid Unit is corrected to be EACH.

6. CHANGES TO CONTRACT DRAWINGS

The following sheets are amended as noted, and provided as attachments:

- A. Sheet G1.2, General Notes, Pipeline Note Number 7 is revised as follows:

"7. Minimum pipe cover shall be 54". When over-crossing other pipelines, the minimum pipe cover shall be 42" within Caltrans ROW, and shall be 36" elsewhere."
- B. Sheet C4.9, Detail P is revised. The changed sheet is attached.

END OF SECTION 00901

SECTION 00902

ADDENDUM NO. 2

1. GENERAL

Scope

This addendum modifies the Contract Documents dated March 17, 2020, for the San Lorenzo Valley Water District Lyon and Big Steel Pipelines Improvements Project, and the work shall be accomplished in accordance with such modifications. This Addendum includes two (2) pages plus six (6) attachments (total of 27 pages).

The Addenda includes Contractor Information Items, responses to questions, changes to the Bid and Contract Documents, followed by attachments.

Note: The Bid Date is January 26, 2023.

Acknowledgment

Bidders must acknowledge this addendum as part of the bid submission by completing bidder's acknowledgment of addenda (Section 00300). Failure to acknowledge the addendum may constitute grounds for rejection of the bid.

2. CONTRACTOR INFORMATION ITEMS

- A. None.

3. RESPONSES TO QUESTIONS

- A. Is it possible to add a bid item for slurry seal with an estimated quantity? Not having a bid item leaves this scope open to interpretation and may not allow for an apples-to-apples bid comparison.
- a. Yes. A bid item for Type II Slurry Seal is added. Bid items that include trench repaving shall still include the associated cost of asphalt concrete.
- B. There are two PRV items; item 18, PRV Station in Pine St., and item 19, PRV Station in Lorenzo St. I am only seeing the PRV station in Pine. I do not see a PRV station in Lorenzo. Can you clarify?
- a. Sheet C4.9 is revised to add a callout for the PRV station in Lorenzo Stret. The PRV station is detailed on sheet C5.3.
- C. Please clarify the requirements of Spec Section 32 12 16 ASPHALT PAVING AND SEALS. Are we to HMAC Pave or repave all road surfaces within the public Right of Way, etc., or are we to provide a Slurry Seal? Or both?
- a. Trench repairs require hot mix asphalt concrete for the trench and trench cap. Slurry seal of the trench cap and adjacent pavement is required to the limits set in the encroachment permit. The County's most recent encroachment permit detailed are attached.
- D. Please clarify the screenings and the double seal coat verbiage in Spec Section 32 12 16, 1.05 SLURRY SEAL COAT.

- a. Slurry seal consists of asphaltic emulsion, aggregate screenings, set-control additives and water. The specification is revised to removed the double seal coat requirement and add the screenings gradation requirement.

4. CHANGES TO VOLUME 1, CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

The following sections are amended as noted:

- A. Section 01 20 00, Measurement and Payment, is reissued with the following changes:

- a. Bid Item 42, Type II Slurry Seal is added.
- b. Bid Items 4, 5 and 6 are revised to state that slurry sealing is paid separately.

- B. Section 32 12 16, Asphalt Paving and Coatings, is reissued with the following changes:

- a. The requirement for double seal slurry coating is removed.
- b. The reference for aggregate screenings gradation is added.

5. CHANGES TO VOLUME 2, BID FORMS

- A. Section 00300, Bid Proposal, is reissued with the following corrections:

- a. Bid Item 42, Type II Slurry Seal is added.

6. CHANGES TO CONTRACT DRAWINGS

The following sheets are amended as noted, and provided as attachments:

- A. Sheet C4.9, Detail P is revised to call out the Lorenzo Street PRV Vault. The changed sheet is attached.
- B. Sheets C6.2 and C6.3 are revised to add the latest Santa Cruz County Encroachment Permit Details. The changed sheets are attached.

END OF SECTION 00901

SECTION 00903

ADDENDUM NO. 3

1. GENERAL

Scope

This addendum modifies the Contract Documents dated March 17, 2020, for the San Lorenzo Valley Water District Lyon and Big Steel Pipelines Improvements Project, and the work shall be accomplished in accordance with such modifications. This Addendum includes two (2) pages plus six (6) attachments (total of 27 pages).

The Addenda includes Contractor Information Items, responses to questions, changes to the Bid and Contract Documents, followed by attachments.

Note: The Bid Date is January 26, 2023.

Acknowledgment

Bidders must acknowledge this addendum as part of the bid submission by completing bidder's acknowledgment of addenda (Section 00300). Failure to acknowledge the addendum may constitute grounds for rejection of the bid.

2. CONTRACTOR INFORMATION ITEMS

- A. None.

3. RESPONSES TO QUESTIONS

- A. The work for Bid Item #13 @ 123.41 Big Basin Way (SHT C4.7) does not appear to be the same location identified in Note #01 on SHT C4.14. Please advise.
- a. The plan view on Sheet C4.14 is from the District's system map and is schematic in nature. The location shown on C4.7 is as field surveyed.
- B. Is there additional work to be performed on Sheet C4.14 (Sheet 19 of 27) other than the 2" connection for Bid Item #13? If so, which Bid Item(s) is this work paid under?
- a. Bid Item 13 includes two connections, the 2" PRV in Big Basin Hwy and the 2" to 8" connection in West Park Avenue, and the required coordination with District staff for the pressure zone conversion.
- C. Has the District considered using hot tap sleeves for the connections to existing pipelines?
- a. Most connections to existing mains include adding a valve to the existing main, which requires cutting in a fitting. Connections where a new valve is not being added may be by hot-tap.
- D. ADD #01 Q&A H; The answer for this question indicates that the minimum bury depth is 54" while the Pipeline Notes #7 on Sheet G1.7 indicates the minimum pipe cover shall be 42". Which of these statements is correct?
- a. 54" is the standard depth of cover for new pipelines. Where the new pipeline crosses an existing pipeline, you can over-cross if the new pipeline will have 42"

of cover. Otherwise, you must under-cross the existing pipeline.

- E. The Standard Detail Fig. EP-5 on Sheet 6.3 shows a 2" HMAC Overlay over the entire width of the Roadway. Is that required for single-lane streets?
 - a. The full-width paving is only required if the County puts that requirement in the encroachment permit, otherwise standard trench repaving shall apply. If the County includes that requirement, it will be paid under the additional AC Paving unit rate. Assume standard T-cap repaving for all trenches.

4. CHANGES TO VOLUME 1, CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

- A. None

5. CHANGES TO VOLUME 2, BID FORMS

- A. None

6. CHANGES TO CONTRACT DRAWINGS

- A. None

END OF SECTION 00903

Partnership Structure Outline

Monterey Peninsula Engineering, a California general partnership, is comprised of two partners - Monterey Peninsula Engineering, Inc., a California Corporation, and MPE Management Group, a California Corporation. For the most part, the business has been in operation on central coast with the same management team since the 1980's. In 2000, a restructuring took place for succession and tax planning purposes. At that time, the original corporation entered into partnership with a new entity comprised solely of three officers of the existing corporation.

The Monterey Peninsula Engineering, a partnership <<< The contracting entity
EIN 91-2080587
P.O. Box 2317
Monterey, CA 93942

Its Partners -

Monterey Peninsula Engineering, Inc. <The "original" March 1980 Corporation
50% Partner, EIN 94-2697245

Officers -

Bart J. Bruno, President	James B. Bruno, Vice President
Peter J. Taormina, Vice President	Paul B. Bruno, Secretary/Treasurer

MPE Management Group, Inc. <<< The "new" June 2000 management group
50% Partner, EIN 77-0554281

Officers -

Paul B. Bruno, President	James B. Bruno, Vice President
Peter J. Taormina, Secretary/Treasurer	

Bart J. Bruno -

President, 1980 - Current

Responsible for overseeing coordination of all business activities

Peter J. Taormina -

Manager, VP of Engineering & Estimating, 1987-Current

Responsible for overseeing operations related to engineering, estimating, and project management.

James B. Bruno -

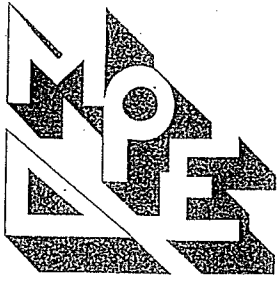
Manager, VP of Operations, 1981-Current

Responsible for all field operations, including project management and coordination. In charge of hiring, equipment acquisition and field safety issues.

Paul B. Bruno, CPA -

Manager, Chief Financial Officer, 1988-Current

Responsible for all finance, risk management and administrative duties. Oversees personnel matters and administers Company's safety program.



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

SIGNATURE AUTHORITY for PARTNERSHIP

Monterey Peninsula Engineering, a California general partnership, CSLB #972425, is comprised of two partners - Monterey Peninsula Engineering, Inc., a California Corporation, and MPE Management Group, a California Corporation.

Section 6, Other Matters, of the Statement of Partnership Authority filed with the California Secretary of State provides that:

"Any officer of either general partner, Monterey Peninsula Engineering, Inc, and MPE Management Group, Inc., may execute contracts on behalf of the Partnership in order to the conduct business and affairs of Monterey Peninsula Engineering, a general partnership."

The Officers of the two partner corporations are as follows --

Monterey Peninsula Engineering Inc.

Bart J. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Vice President
Paul B. Bruno	Secretary/Treasurer

MPE Management Group, Inc

Paul B. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Secretary/Treasurer

Any Officer listed above of either Partner entity sign on behalf of the Partnership and can act as a Manager of the partnership.

Attachments

- Statement of Partnership Authority filed with Secretary of State, March 21, 2002
- MPE Management Group Corporate Resolution of Signature Authority
- Monterey Peninsula Engineering Corporate Resolution of Signature Authority



State of California
Secretary of State
Bill Jones

Form GP-1

STATEMENT OF PARTNERSHIP AUTHORITY

IMPORTANT-- Read instructions on back before completing form.

1. NAME OF PARTNERSHIP

MONTEREY PENINSULA ENGINEERING

2. STREET ADDRESS OF CHIEF EXECUTIVE OFFICE

192 HEALY AVENUE

CITY/STATE/COUNTRY

MARINA, CA

USA

ZIP CODE

93933

3. STREET ADDRESS OF A CALIFORNIA OFFICE, IF ANY

CITY

CA

ZIP CODE

☒ A. LIST THE FULL NAMES AND MAILING ADDRESSES OF ALL PARTNERS (ATTACH ADDITIONAL PAGES, IF NECESSARY)

OR: ☐ B. STATE THE FULL NAME AND MAILING ADDRESS OF AN AGENT APPOINTED AND MAINTAINED BY THE PARTNERSHIP WHO WILL MAINTAIN A LIST OF THE NAMES AND MAILING ADDRESSES OF ALL PARTNERS.

NAME: MONTEREY PENINSULA ENGINEERING, INC.

NAME:

ADDRESS: 192 HEALY AVE

ADDRESS:

CITY: MARINA STATE/COUNTRY: CA ZIP CODE: 93933

CITY:

NAME: MPE MANAGEMENT GROUP INC.

STATE/COUNTRY:

ADDRESS: 192 HEALY AVE

ZIP CODE:

CITY: MARINA STATE/COUNTRY: CA ZIP CODE: 93933

5. NAMES OF ALL PARTNERS AUTHORIZED TO EXECUTE INSTRUMENTS TRANSFERRING REAL PROPERTY HELD BY THE PARTNERSHIP (ATTACH ADDITIONAL PAGES, IF NECESSARY)

PARTNER NAME: MONTEREY PENINSULA ENGINEERING, INC. PARTNER NAME:

PARTNER NAME: MPE MANAGEMENT GROUP INC. PARTNER NAME:

PARTNER NAME: PARTNER NAME:

6. OTHER MATTERS, IF ANY: (ATTACH ADDITIONAL PAGES, IF NECESSARY)

Any officer of either general partner, Monterey Peninsula Engineering, Inc. and MPE Management Group, Inc., may execute contracts on behalf of the Partnership in order to conduct the business and affairs of Monterey Peninsula Engineering, a general partnership.

NUMBER OF PAGES ATTACHED, IF ANY:

NONE

2. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNATURE OF PARTNER
MONTEREY PENINSULA ENGINEERING, INC.

BY BART J. BRUNO, PRESIDENT

TYPE OR PRINT NAME OF PARTNER

DATE EXECUTED

MONTEREY COUNTY, CALIFORNIA
COUNTY AND STATE EXECUTEDSIGNATURE OF PARTNER
MPE MANAGEMENT GROUP INC.

BY PAUL V. ALVARO, PRESIDENT

TYPE OR PRINT NAME OF PARTNER

DATE EXECUTED

MONTEREY COUNTY, CALIFORNIA
COUNTY AND STATE EXECUTED

RETURN TO:

NAME: LOMBARDO & GILLES

ADDRESS: 318 CAYUGA STREET

CITY: SALINAS

STATE/COUNTRY: CA

ZIP CODE: 93901

For Secretary Of State Use

302002085012

FILE #

DOCUMENT #

9575

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

MAR 21 2002

BILL JONES, Secretary of State

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

Whereas MPE Management Group is a California corporation filed with California Secretary of State; and

Whereas, it is in the best interests of the corporation to enter into contracts and other legal documents as part of its regular business activities.

Now, therefore be it resolved, that any one of the following officers

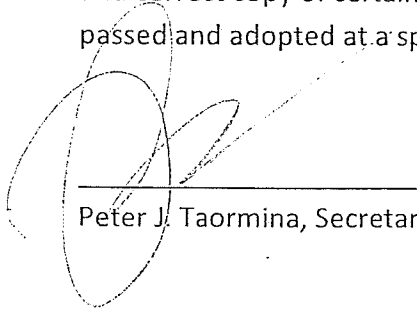
Paul B. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Secretary/Treasurer

of the MPE Management Group be, and hereby is authorized, directed, and empowered for, and on behalf of, and in the name of this corporation by their signature to bind the corporation.

Resolved further, that a signature of an above named officer is hereby deemed to be conclusive evidence of such officer's authority to act on behalf of this corporation.

Resolved further, that this corporation hereby ratifies and confirms the acts of its officers, agents and employees in heretofore obligating this corporation.

I, Peter J. Taormina, Secretary of MPE Management Group, a corporation duly organized and existing under the laws of the State of California, do certify that the foregoing is a full, true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly passed and adopted at a special meeting of the Board of Directors on May 22, 2017.



Peter J. Taormina, Secretary

5 / 22 / 17

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

Whereas Monterey Peninsula Engineering is a California corporation filed with California Secretary of State; and

Whereas, it is in the best interests of the corporation to enter into contracts and other legal documents as part of its regular business activities.

Now, therefore be it resolved, that any **one** of the following officers

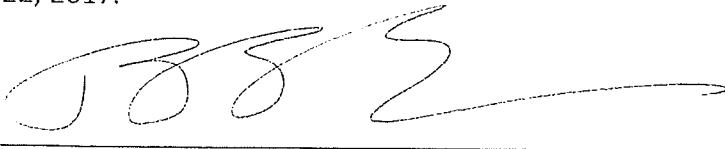
Bart J. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Vice President
Paul B. Bruno	Secretary/Treasurer

of the Monterey Peninsula Engineering be, and hereby is authorized, directed, and empowered for, and on behalf of, and in the name of this corporation by their signature to bind the corporation.

Resolved further, that a signature of an above named officer is hereby deemed to be conclusive evidence of such officer's authority to act on behalf of this corporation.

Resolved further, that this corporation hereby ratifies and confirms the acts of its officers, agents and employees in heretofore obligating this corporation.

I, Paul B. Bruno, Secretary of MPE Monterey Peninsula Engineering, a corporation duly organized and existing under the laws of the State of California, do certify that the foregoing is a full, true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly passed and adopted at a special meeting of the Board of Directors on May 22, 2017.



Paul B. Bruno, Secretary

5 / 22 / 17

Monterey Peninsula Engineering

Project Name: **Monterey Cannery Row Water Main Replacement**
Location: Monterey, CA
Owner: Cal Am Water
Owner Contact: Lesley Silva 831-646-3225
Architect or Engineer Name: Utility Services
Architect or Engineer Contact: 831-238-6236
Construction Manager: Joe Taormina 831-384-4081
Description of Project: Water Main Replacement
Initial Contract Value: \$1,695,060.00
Final Cost of Construction: 1,519,607.69

Project Name: **Monterey Main Replacements 2019**
Location: Monterey, CA
Owner: Cal Am Water
Owner Contact: Lesley Silva 831-917-3114
Architect or Engineer Name: California American Water
Architect or Engineer Contact: 831-646-3253
Construction Manager: Joe Taormina 831-384-4081
Description of Project: Water Main Replacements
Initial Contract Value: 1,631,650.00
Final Cost of Construction: 1,658,504.17

Project Name: **Punta Del Monte Main Replacements**
Location: Carmel Valley, CA
Owner: Cal Am Water
Owner Contact: Lesley Silva 831-917-3114
Architect or Engineer Name: H2O Urban Solutions
Architect or Engineer Contact: 916-869-4957
Construction Manager: Joe Taormina 831-384-4081
Description of Project: Water Main Replacements
Initial Contract Value: 951,353.00
Final Cost of Construction: 934,043.30

Project Name: **ORD VILLAGE LIFT STATION & FORCE MAIN REPLACEMENT PROJECT**
Location: SEASIDE, CA
Owner: MARINA COAST WATER DISTRICT
Owner Contact: Andrew Racz 831-384-6131
Architect or Engineer Name: SCHAAF WHEELER CONSULTING CIVIL ENGINEERS
Architect or Engineer Contact: 831-883-4848
Construction Manager: BART BRUNO
Description of Project: constructing a new sanitary sewer lift station, 3,600 LF of 10-inch PVC force main pipeline, 1,350 LF of gravity sewer pipeline, 10 sewer manholes, demolishing and removing the existing lift station and abandoning in-place the existing force main and gravity pipeline.
Initial Contract Value: \$2,133,550.00
Final Cost of Construction: TBD

Project Name: **Salinas Storm Water Grant (Phase 1A Dry Weather Diversion Project)**
Location: **Salinas, CA**
Owner: **Monterey One Water**
Owner Contact: **Tom Kouretas (831) 883-6178**
Architect or Engineer Name: **E2 Consulting Engineers Inc.**
Architect or Engineer Contact: **Vinod Badani (510)652-1164**
Construction Manager: **Bart Bruno (831)384-4081**

Work at the City of Salinas (COS) site identified as Salinas TP1 and known as Monterey On Waters's (M1W's) Salinas Pump Station, and also includes some electrical, instrumentation and communication work at the COSIWWTF Influent Pump Station.

Description of Project: **the COSIWWTF Influent Pump Station.**
Initial Contract Value: **\$1,648,000.00**
Final Cost of Construction: **\$1,676,173.00**

Project Name: **Regional Urban Water Augmentation Project**
Location: **Marina, CA.**
Owner: **Marina Coast Water District**
Owner Contact: **Andrew Racz (831) 384-6131**
Architect or Engineer Name: **Carollo Engineers**
Architect or Engineer Contact: **559-436-6616**
Construction Manager: **Bart Bruno 831-384-4081**

The Project consists of constructing approximately 5 miles of 8-inch diameter to 16-inch diameter ductile iron and polyvinyl chloride recycled water and potable water pipeline in paved and non-paved roadways and easements, connecting to existing pipelines, pipeline valves and appurtenances, a guided auger bore trenchless roadway crossing, twelve pressure reducing stations, and roadway paving for a complete in-place operational system

Description of Project: **operational system**
Initial Contract Value: **8,821,665.00**
Final Cost of Construction: **TBD**

Project Name: **GENERAL JIM PIPELINE**
Location: **SEASIDE, CA**
Owner: **CALIFORNIA AMERICAN WATER**
Owner Contact: **LESLEY SILVA 831-917-3224**
Architect or Engineer Name: **VALENTINE ENVIRONMENTAL ENGINEERS, INC.**
Architect or Engineer Contact: **480-283-8991**
Construction Manager: **BART BRUNO**
Description of Project: **TRENCHING, STRIPING AND SLURRY SEAL**
Initial Contract Value: **\$4,658,631.00**
Final Cost of Construction: **TBD**

Project Name: **First Street Water Utility Improvements**
Location: **Gilroy, CA**
Owner: **City of Gilroy**
Owner Contact: **Girum Awoke (408) 846-0260**
Architect or Engineer Name: **City of Gilroy**
Architect or Engineer Contact: **(408) 846- 0451**
Construction Manager: **Bart Bruno (831) 384-4081**

Install 8,050 Lin Ft of 24 inch Pipe. Install new water mains, valves & hydrants, tie-in of new mains to existing, replace service laterals, replace water meters & water meter boxes.

Description of Project: **& water meter boxes.**
Initial Contract Value: **\$5,451,990.00**
Final Cost of Construction: **\$6,659,104.47**