



**SPECIAL MEETING OF THE BOARD OF DIRECTORS
PICO WATER DISTRICT**

4843 S. Church Street
Pico Rivera, California, 90660

6:00 PM Thursday, April 8, 2021

AGENDA

REVISED

Pursuant to the provisions of Executive Order N-25-20 Issued by Governor Gavin Newsom on March 12, 2020, any Board member and any member of the public who desires to participate in the open session items of this meeting may do so by accessing the Zoom link below to join by webcam or teleconference without otherwise complying with the Brown Act's teleconference requirements.

Any member of the public wishing to make any comments to the Board may do so through that Zoom link. The meeting Chair will acknowledge such individual(s) at the appropriate time in the meeting prior to making his or her comment. Members of the public wishing to make a comment are asked to state their name for the record and will be provided three (3) minutes to comment, the Board secretary will alert those commenting when they only have 30 seconds remaining. All members of the public will be disconnected from the Zoom link immediately before the Board of Directors adjourns into Closed Session.

Join Zoom Meeting

<https://zoom.us/j/9521779948?pwd=dGNxcXh3YitEc2NlVVdrUzVvNm4rZz09>

Join by Telephone: +1 669 900 6833

Meeting ID: 952 177 9948 Passcode: 421745

1. **ROLL CALL.**
2. **PLEDGE OF ALLEGIENCE.**

3. **INVOCATION.**

4. **TIME RESERVED FOR PUBLIC COMMENTS.**

*Members of the public shall be allowed three minutes to address the Board on any matter on the agenda and/or within the jurisdiction of the District, which is not on the Agenda. All comments should be addressed to the presiding officer of the meeting. Additional public comments shall be allowed when a listed agenda item is being considered, but such comments made at that time must be confined to the subject that is being discussed at the time such comments are made. Members of the public are asked to state their name for the record. Due to all Board Meetings being run as Zoom Meetings all participants will be placed on mute at the start of the meeting and when the meeting is open for public comment the participant will be asked to raise their hand through the button on the video conference screen if participating by video conference or by pressing *9 on their phone if participating by teleconference.*

5. **ADOPTION OF AGENDA.**

6. **APPROVAL OF CONSENT CALENDAR.**

(All matters on the Consent Calendar are to be approved on one motion, unless a Board Member requests a separate action on a specific item).

- A. Consider March 17, 2020 Regular Board Meeting Minutes.
- B. Consider March 25, 2020 Special Board Meeting Minutes.
- C. Consider the accounts now due and payable, and receive and file bills approved by the General Manager.

7. **ACTION/DISCUSSION ITEMS.**

- A. Consider Bid Proposals for the Stephens Street Water Main Replacement Project. *Recommended Action – To be considered at the Board Meeting.*
- B. Consider Bid Proposals for the Burma Road Water Main Replacement Project. *Recommended Action – To be considered at the Board Meeting.*
- C. Consider Bid Proposals for the 2020 Urban Water Management Plan & America's Water Infrastructure Act – Risk and Resilience Assessment Report and Emergency Response Plan. *Recommended Action – That the Board approve the proposal by Stetson Engineering Inc.*

D. Discuss Potential Funding Options from Senator Bob Archuleta's Office.

8. **REPORTS.**

A. General Manager.

B. Legal Counsel.

9. **DIRECTOR'S REQUEST OF FUTURE AGENDA ITEMS.**

10. **BOARD MEMBER COMMENTS.**

A. Report on Meetings Attended/Comments.

11. **ADJOURNMENT.**

AGENDA POSTED ON: April 6, 2021

Next regularly scheduled meeting: April 21, 2021

NOTE: To comply with the Americans with Disabilities Act, if you need special assistance to participate in any Board meeting, please contact the District office at (562) 692-3756 at least 48 hours prior to a Board meeting to inform the District of your needs and to determine if accommodation is feasible.

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at 4843 S. Church Street, Pico Rivera, California.

CONSENT ITEMS

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
PICO WATER DISTRICT**

4843 S. Church Street
Pico Rivera, California, 90660

6:00 P.M. Thursday, April 8, 2021

AGENDA

6. APPROVAL OF CONSENT CALENDAR.

(All matters on the Consent Calendar are to be approved on one motion, unless a Board Member requests a separate action on a specific item).

- A. Consider March 17, 2020 Regular Board Meeting Minutes.
- B. Consider March 25, 2020 Special Board Meeting Minutes.
- C. Consider the accounts now due and payable, and receive and file bills approved by the General Manager.

MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE PICO WATER DISTRICT

A Regular meeting of the Board of Directors of the Pico Water District was held in the District's Boardroom located at 4843 South Church Street, Pico Rivera, California, on Wednesday, March 17, 2021 at 6:05 p.m.

The District's Secretary/General Manager, Mr. Mark J. Grajeda proceeded with the roll call of the attending Board members. Present from the beginning of the meeting were President David R. Gonzales, while Director Pete Ramirez and Vice President Victor Caballero participated telephonically, in adherence to social distancing. Director Raymond Rodriguez and Mr. Jim Ciampa, Legal Counsel for the District participated electronically. Director Robert Martinez was absent.

President Gonzales presided over the meeting and Director Ramirez led everyone in the Pledge of Allegiance.

Director Caballero gave the invocation.

President Gonzales proceeded to the next item on the Agenda, Public Comments. There were none.

President Gonzales proceeded to the adoption of the Agenda. Director Ramirez made the motion to adopt the Agenda and Vice President Caballero seconded the motion. The General Manager announced that the motion passed by roll-call vote, 4 – 0.

President Gonzales proceeded to the approval of the Consent Calendar. Director Rodriguez made the motion to approve and Director Ramirez seconded the motion. The General Manager announced the motion passed by roll-call vote, 4 – 0.

President Gonzales proceeded to the next item on the Agenda, consider work at Well 11 to set and install an automatic transfer switch to switch from Edison supplied power to emergency backup generator power during a power outage. The General Manager reviewed the staff report submitted to the Board. This is the last step in the construction of Well 11. The District was required to receive pre-approval and follow Air Quality Control Board standards to convert this generator from a mobile generator to a permanent generator. In order to transfer power smoothly in time of a power outage an automatic transfer switch is required and will engage any time it detects a loss of power for 10 seconds. Hunter Electric, who has done substantial work for the District, has submitted a cost proposal for labor and other materials for installation in the amount of \$23,722.84 and the District will purchase and supply the automatic transfer switch panel at a cost of \$10,184.00. After a brief discussion, Director Ramirez made the motion to approve the proposal from Hunter Electric for \$23,722.84 and instruct the General Manager to execute all agreements with Hunter Electric and purchase of transfer switch panel for \$10,184.00 and Vice President Caballero seconded the motion. The General Manager announced the motion passed by a vote of 4 – 0.

President Gonzales proceeded to the next item on the Agenda, General Manager's report. Beverly Blvd. project – everything is live, all new appurtenances are active and final concrete work is being completed; Layman project – hot tap was performed on the new main, pressure testing is scheduled for Friday the March 19th and if all goes well disinfection will take place on the 22nd and 23rd and should be in service by the end of that week; Durfee Grade Separation project – work was done on the new line in Walnut to New Street and is getting ready to be pressure tested and in service by the end of the week of March 22nd; Riverside Construction came back with a proposal for the Stephens Street work which was outside of what the District believed the cost should be so that project and the Burma Street project will be going out for bid; The District received an extension from IBank to utilize all funds left in the loan by June and should have no problem in doing so.

President Gonzales proceeded to the next item on the Agenda, Legal Counsel report. Legal Counsel reported that he is still trying to decipher how the state is going to allocate federal funds for utility arrearages as California law has been focused on rent relief. He also participated on a phone conference regarding Federal Earmarks, whose ban was recently lifted, and has reached out to agencies regarding the process and will work with the General Manager to see if we can secure funding from the federal government. Director Ramirez asked if any headway has been made on Assemblywoman Garcia's proposed legislation, and although Legal Counsel stated they have proposed revisions that were receptive, they will have to wait until they see something in print.

President Gonzales proceeded to the next item on the Agenda, Director's request for future agenda items. There were none.

President Gonzales proceeded to the next item on the Agenda, Director report on meetings attended. There were none.

President Gonzales proceeded to the next item on the Agenda, Director comments. There were none.

There being no further business to come before the Board, the Board meeting adjourned at 6:41 p.m.

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Attest:

David R. Gonzales, President

Mark J. Grajeda, Secretary

(Seal)

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE PICO WATER DISTRICT

A Special meeting of the Board of Directors of the Pico Water District was held in the District's Boardroom located at 4843 South Church Street, Pico Rivera, California, on Wednesday, March 25, 2021 at 5:08 p.m.

The District's Secretary/General Manager, Mr. Mark J. Grajeda proceeded with the roll call of the attending Board members. Present from the beginning of the meeting were President David R. Gonzales, while Director Pete Ramirez and Director Robert Martinez participated telephonically, in adherence to social distancing. Director Raymond Rodriguez and Mr. Jim Ciampa, Legal Counsel for the District participated electronically. Vice President Caballero was absent.

President Gonzales presided over the meeting and Director Ramirez led everyone in the Pledge of Allegiance.

Director Rodriguez gave the invocation.

President Gonzales proceeded to the next item on the Agenda, Public Comments. There were none.

President Gonzales proceeded to the next item on the Agenda, consider approving a Professional Services Agreement with Aqueous Vets for Dual Media Pressure Vessel Systems; and consider Waiver of Bid Procurement Requirements of Appendix H of District Rules and Regulations. The General Manager reviewed the staff report with the Board informing them that there will be two vessels at Wells 5 & 8 and four vessels at Well 11. The proposal also includes PFAS Selective Resin to fill all four Dual Media Vessel Systems for a total cost of \$2,620,644.12. Funding for this work is scheduled to be provided by the Water Replenishment District of Southern California (WRD), which the District has been approved for approximately \$3,000,000, with negotiations continuing. It is the District's goal to have one of the treatment plants operational by the end of 2021 and in order to do so the District is asking that the Board consider waiving the Bid Procurement Requirements of Appendix H of the District's Rules and Regulations as time is of the essence. Aqueous has agreed to provide the District the same price structure as they have the City of Pico Rivera for the pressure vessels and all appurtenances which was approved by the City Council on March 23, 2021 and the same pricing for the treatment media that was offered to San Gabriel Water Company on February 6, 2020. Both entities bid out these requests and the District is confident that Aqueous Vets proposal is the best response the District would get if it were put out to bid. By using the proposals approved by City of Pico Rivera and San Gabriel Water Company the District will save approximately five to eight weeks of this time critical project. AKM Consulting Engineers was hired by the District to complete construction plans and bid specifications for installation of the vessels and those are almost complete. The longer the District waits to act on this the higher the risk of cost increases. Kelsey Hakes, Sales & Development Engineer with Aqueous reiterated what the General Manager had presented and spoke towards cost increases and competitive pricing issues. She further discussed how during this critical time of PFAS testing these are long lead items, almost 20 weeks and time is of the essence. Legal

Counsel spoke to the legality of waiving the District's Bid Procurement Requirements of Appendix H of the District's Rule and Regulations and "piggy backing" on the bid procurement of other agencies. After a brief question and answer period Director Ramirez moved to approve the contract and President Gonzales seconded the motion. The General Manager announced that the motion passed 4 – 0.

The Board retreated to Closed Session at 5:55 p.m.

The Board reconvened at 6:05 p.m. and Legal Counsel

Legal Counsel announced that the Board was briefed regarding existing litigation pursuant to Government Code Section 54956.9, subdivision (c), on *City of Signal Hill, et al. v. Central Basin Municipal Water District, et al.*, Los Angeles Superior Court Case No. 19ST CP03882. The Board was briefed regarding proposed terms of settlement and no reportable action was taken.

President Gonzales proceeded to the next item on the Agenda, Director's request for future Agenda items. Director Martinez asked that there be an update on monies available through Senator Archuleta's office.

There being no further business to come before the Board, the Board meeting adjourned at 6:07 p.m.

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Attest:

David R. Gonzales, President

Mark J. Grajeda, Secretary

(Seal)



Pico Water District, CA

Open Payable Report

As Of 04/30/2021

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
Payable Account:	10-000-2000 - Accounts Payable						
Vendor: 1375	AUTOMATED WATER TREATMENT				Payable Count: (1)		3,810.24
962	Chemicals - Well #11 Tablets	03/26/2021	3,810.24	0.00	0.00	0.00	3,810.24
Vendor: 1019	AUTOZONE, INC.				Payable Count: (1)		16.54
5219146469	Unit #70 - Dump Truck Repair Retainer Clips	03/25/2021	16.54	0.00	0.00	0.00	16.54
Vendor: 1026	BELL PIPE & SUPPLY CO				Payable Count: (1)		-74.10
526660234.002	JAN 2020 - RETURN OF PRODUCT	01/31/2020	-74.10	0.00	0.00	0.00	-74.10
Vendor: 1051	CHEVROLET OF MONTEBELLO				Payable Count: (5)		419.69
CVCS326633	Unit #55 - Vehicle Maint./Oil Change Etc.	03/10/2021	57.51	0.00	0.00	0.00	57.51
CVCS326631	Unit #76 - Deductible/Maint. of Control Head	03/11/2021	100.00	0.00	0.00	0.00	100.00
CVCS326700	Unit #59 - Vehicle Maint. - / Oil Change	03/11/2021	55.51	0.00	0.00	0.00	55.51
CVCS326728	Unit #74 - Maint./Oil Change Air Filters Replaced	03/11/2021	150.00	0.00	0.00	0.00	150.00
CVCS326747	Unit #76 - Vehicle Maint./Oil Change	03/12/2021	56.67	0.00	0.00	0.00	56.67
Vendor: 1054	CINTAS 0168 - ORANGE CA FAS				Payable Count: (4)		875.78
5053940716	Safety Exp.-Vinyl Gloves for Office & Field Staff	03/03/2021	158.72	0.00	0.00	0.00	158.72
5053940754	Safety Exp. First Aid-Re-Supply of first Aid Kits	03/03/2021	112.10	0.00	0.00	0.00	112.10
5057174455	Safety Exp.-Vinyl Gloves for Office & Field Staff	03/31/2021	158.72	0.00	0.00	0.00	158.72
5057174465	Safety Exp. - Body Fluid Clean Up Kits	03/31/2021	446.24	0.00	0.00	0.00	446.24
Vendor: 1077	DIEGO'S AUTO REPAIR				Payable Count: (1)		1,769.07
25926	Unit #60 - Intake Assembly & Oil Change	03/04/2021	1,769.07	0.00	0.00	0.00	1,769.07
Vendor: 1095	GENERAL PUMP COMPANY				Payable Count: (2)		15,154.44
28463	FEB 2021 - CIP WELL 4 DESTRUCTION	02/28/2021	8,900.00	0.00	0.00	0.00	8,900.00
58476	FEB 2021 - WELL #11 MAINT	02/28/2021	6,254.44	0.00	0.00	0.00	6,254.44
Vendor: 1111	HOME DEPOT CREDIT SERVICE				Payable Count: (14)		998.21
3592628	Misc. Well Maint. - Well Supplies for Clean Up	11/26/2019	15.84	0.00	0.00	0.00	15.84
2592692	Yard Maint. - Supplies for Cleaning Crew	11/27/2019	79.55	0.00	0.00	0.00	79.55
8105491	Well #11 - Material for Irrigation	12/11/2019	19.84	0.00	0.00	0.00	19.84
8562235	Meter Repair-PVC Parts for Irrigation Line HookUp	12/11/2019	48.27	0.00	0.00	0.00	48.27
CM0000006	NOV 2019 CREDIT MEMO FOR RETURN THAT WAS PAID	12/31/2019	-80.75	0.00	0.00	0.00	-80.75
9074392	Field Supplies-Lights for Night Work&Misc.Supplies	03/04/2021	338.32	0.00	0.00	0.00	338.32
5512585	Misc. Well Maint.-Material for Well Maint. Conduit	03/08/2021	64.19	0.00	0.00	0.00	64.19
4090181	Field Supplies - Material for Sample Site	03/09/2021	24.15	0.00	0.00	0.00	24.15
4512658	Field Supplies - Material for Sample Site	03/09/2021	147.08	0.00	0.00	0.00	147.08
3095151	Field Supplies - Valves for Sample Site	03/10/2021	181.25	0.00	0.00	0.00	181.25
7093572	Field Supplies - Material for Sample Sites	03/16/2021	31.17	0.00	0.00	0.00	31.17
7521943	Misc. Well Maint. - Misc. Material for Water Lube	03/16/2021	20.51	0.00	0.00	0.00	20.51
7623698	Well #11 - Material for Stream Line	04/05/2021	11.85	0.00	0.00	0.00	11.85
6623766	Field Supplies - Hook & Torque Wrench	04/06/2021	96.94	0.00	0.00	0.00	96.94
Vendor: 1113	HUMBERTO CRUZ MASONRY				Payable Count: (2)		2,050.00
122	Well #11 - Footing for Exterior Pole	03/09/2021	1,300.00	0.00	0.00	0.00	1,300.00
123	ServiceLine Repair-5514Maris-Sidewalk Restoration	03/09/2021	750.00	0.00	0.00	0.00	750.00
Vendor: 1372	HUNTER ELECTRIC SERVICE, INC.				Payable Count: (1)		3,302.57
2021-0014	Yard Maint. - Generator Maint.	03/10/2021	3,302.57	0.00	0.00	0.00	3,302.57
Vendor: 1117	INFOSEND				Payable Count: (1)		1,563.17
187614	FEB 2021- DELINQUENTS AND 3/1/21 BILLING	02/28/2021	1,563.17	0.00	0.00	0.00	1,563.17
Vendor: 1123	J.DE SIGIO CONSTRUCTION INC				Payable Count: (2)		448,788.60

Open Payable Report

As Of 04/30/2021

Payable Number	Description	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
137494 TAIT	FEB 2021 - CIP BEVERLY/ROSEMEAD SURVEY WRK	02/28/2021	6,502.50	0.00	0.00	0.00	6,502.50
20018-3	MAR 2021 - CIP BVRLY BLVD PYRQ #3 FEB 2021	03/18/2021	442,286.10	0.00	0.00	0.00	442,286.10
Vendor: 1135	LAGERLOF, LLP				Payable Count: (2)		7,006.00
29174	FEB 2021 - LEGAL SVCS	02/28/2021	6,045.00	0.00	0.00	0.00	6,045.00
29175	FEB 2021 - LEGAL SERVICES BOARD MTGS	02/28/2021	961.00	0.00	0.00	0.00	961.00
Vendor: 1153	NASA SERVICES				Payable Count: (1)		209.96
81579	Yard Maint. - Disposal of Debris	04/01/2021	209.96	0.00	0.00	0.00	209.96
Vendor: 1161	ORBIT RENTALS - 184				Payable Count: (1)		463.60
108555	Cate Reservoir - Boom Lift Rental for Lights	04/01/2021	463.60	0.00	0.00	0.00	463.60
Vendor: 1183	QUILL CORPORATION				Payable Count: (1)		96.39
14940273	FEB 2021 - OFFICE SUPPLIES	02/28/2021	96.39	0.00	0.00	0.00	96.39
Vendor: 1184	QUINN COMPANY				Payable Count: (1)		-21.90
PR810300736	DEC 2020 - CREDIT BATTERY RECYCLE	12/31/2020	-21.90	0.00	0.00	0.00	-21.90
Vendor: 1198	SALGADO TIRE SERVICE				Payable Count: (1)		75.00
3190	Misc.Vehicle Repair - Tire Repair on Gen. Trailer	03/15/2021	75.00	0.00	0.00	0.00	75.00
Vendor: 1202	SHELL				Payable Count: (5)		427.77
696765	Misc. Fuel Exp. - Diesel Fuel Unit #50	09/09/2019	81.18	0.00	0.00	0.00	81.18
708693	Misc. Fuel Exp. - Compressor	09/10/2019	53.36	0.00	0.00	0.00	53.36
858530	Misc. Fuel Exp. - Diesel Fuel - Backhoe	09/26/2019	87.82	0.00	0.00	0.00	87.82
60855926	SEPT 2019 - FUEL CHARGES	09/30/2019	115.89	0.00	0.00	0.00	115.89
652362	Fuel Exp. - Diesel Fuel for Backhoe	11/27/2019	89.52	0.00	0.00	0.00	89.52
Vendor: 1228	THE JANKOVICH COMPANY				Payable Count: (1)		48.62
5374063	Misc. Well Maint.- Grease for Well Motors	02/11/2021	48.62	0.00	0.00	0.00	48.62
Vendor: 1237	UNDERGROUND SERVICE ALERT				Payable Count: (2)		183.03
320210524	Field Supplies - USA Dig Alert Month of 03/2021	04/01/2021	123.85	0.00	0.00	0.00	123.85
dsb20201622	Field Supplies - Dig Alert Ca.St.Regulatory Fee	04/01/2021	59.18	0.00	0.00	0.00	59.18
Vendor: 1251	WATERLINE TECHNOLOGIES, INC				Payable Count: (1)		434.00
5524843	Chemicals-NaOCl Preventative Disinfectant at Wells	03/29/2021	434.00	0.00	0.00	0.00	434.00
			Payable Account 10-000-2000	Payable Count: (51)	Total:		487,596.68

Summary**Payable Account Summary**

Account	Count	Amount
10-000-2000 - Accounts Payable	51	487,596.68
Report Total:	51	487,596.68

Payable Fund Summary

Fund	Amount
10 - General Operating	487,596.68
Report Total:	487,596.68

**MARCH 1, 2021 – MARCH
31, 2021
BILLS APPROVED BY THE
GENERAL MANAGER**

04-08-2021



Pico Water District, CA

Check Report

By Check Number

Date Range: 03/01/2021 - 04/30/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
1383	CITY OF PICO RIVERA	03/09/2021	Regular	0.00	5,140.00	61336
1046	CENTRAL BASIN MUNICIPAL WATER DISTRICT	03/11/2021	Regular	0.00	3,400.48	61337
1048	CENTRAL VOICE	03/11/2021	Regular	0.00	261.32	61338
1071	DE LAGE LANDEN FINANCIAL	03/11/2021	Regular	0.00	333.53	61339
1080	EDISON COMPANY	03/11/2021	Regular	0.00	4,097.79	61340
1369	EIDE BAILLY LLP	03/11/2021	Regular	0.00	1,297.50	61341
1362	FAMCON - PIPE & SUPPLY, INC.	03/11/2021	Regular	0.00	307.32	61342
1384	GARY Y. MORIGUCHI, D.D.S.	03/11/2021	Regular	0.00	83.00	61343
1098	GERALD P. ROODZANT, DDS APC	03/11/2021	Regular	0.00	195.00	61344
1105	HARRINGTON INDUSTRIAL PLASTICS LLC	03/11/2021	Regular	0.00	561.06	61345
1135	LAGERLOF, LLP	03/11/2021	Regular	0.00	2,511.00	61346
1148	McCALL'S METER SALES & SERVICE	03/11/2021	Regular	0.00	171.32	61347
1228	THE JANKOVICH COMPANY	03/11/2021	Regular	0.00	1,692.72	61348
1229	TOTAL COMPENSATION SYSTEMS, INC.	03/11/2021	Regular	0.00	1,350.00	61349
1245	VERIZON WIRELESS	03/11/2021	Regular	0.00	84.16	61350
1250	WATER REPLENISHMENT DISTRICT OF	03/11/2021	Regular	0.00	84,425.82	61351
1259	WHITTIER FERTILIZER	03/11/2021	Regular	0.00	72.77	61352
1178	ADT COMMERCIAL	03/18/2021	Regular	0.00	1,442.96	61353
1017	AT & T	03/18/2021	Regular	0.00	131.70	61354
1375	AUTOMATED WATER TREATMENT	03/18/2021	Regular	0.00	3,810.24	61355
1019	AUTOZONE, INC.	03/18/2021	Regular	0.00	143.79	61356
1053	CINTAS #053	03/18/2021	Regular	0.00	341.76	61357
1080	EDISON COMPANY	03/18/2021	Regular	0.00	15,091.10	61358
1369	EIDE BAILLY LLP	03/18/2021	Regular	0.00	1,747.90	61359
1100	GRAINGER	03/18/2021	Regular	0.00	132.83	61360
1105	HARRINGTON INDUSTRIAL PLASTICS LLC	03/18/2021	Regular	0.00	81.82	61361
1372	HUNTER ELECTRIC SERVICE, INC.	03/18/2021	Regular	0.00	421.68	61362
1133	KABBARA ENGINEERING	03/18/2021	Regular	0.00	14,965.00	61363
1136	LAW FIRE PROTECTION	03/18/2021	Regular	0.00	1,280.16	61364
1153	NASA SERVICES	03/18/2021	Regular	0.00	209.96	61365
1186	RAY'S OK TIRE, INC.	03/18/2021	Regular	0.00	15.00	61366
1209	SOUTHERN CALIFORNIA GAS COMPANY	03/18/2021	Regular	0.00	38.10	61367
1211	SPECTRUM	03/18/2021	Regular	0.00	312.94	61368
1214	STATE WATER RESOURCES CONTROL BOARD	03/18/2021	Regular	0.00	23,078.00	61369
1237	UNDERGROUND SERVICE ALERT	03/18/2021	Regular	0.00	227.36	61370
1249	VOTACALL, INC.	03/18/2021	Regular	0.00	85.80	61371
1252	WECK LABORATORIES, INC.	03/18/2021	Regular	0.00	2,327.00	61372
1259	WHITTIER FERTILIZER	03/18/2021	Regular	0.00	73.19	61373

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	71	38	0.00	171,943.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	71	38	0.00	171,943.08

Check Report

Date Range: 03/01/2021 - 04/30/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Infrastructure-Infrastructure Account						
1123	J.DE SIGIO CONSTRUCTION INC	03/18/2021	Regular	0.00	303,798.60	100085

Bank Code Infrastructure Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	303,798.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	303,798.60

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	72	39	0.00	475,741.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	72	39	0.00	475,741.68

Fund Summary

Fund	Name	Period	Amount
10	General Operating	3/2021	475,741.68
			475,741.68

ACTION/DISCUSSION ITEMS

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
PICO WATER DISTRICT**

4843 S. Church Street
Pico Rivera, California, 90660

6:00 P.M. Thursday, April 8, 2021

AGENDA

7. ACTION/DISCUSSION ITEMS.

- A. Consider Bid Proposals for the Stephens Street Water Main Replacement Project.
Recommended Action – To be considered at the Board Meeting.

STAFF REPORT

To: Honorable Board of Directors

From: Mark Grajeda, General Manager

Meeting Date: April 8, 2021

Subject: Action/Discussion Item 7A – Consider Bid Proposals for the Stephens Street Water Main Replacement Project

RECOMMENDATION

To be considered at the Board Meeting.

FISCAL IMPACT

Partial funding will come from the I Bank Loan and the remaining funding from District reserves.

BACKGROUND

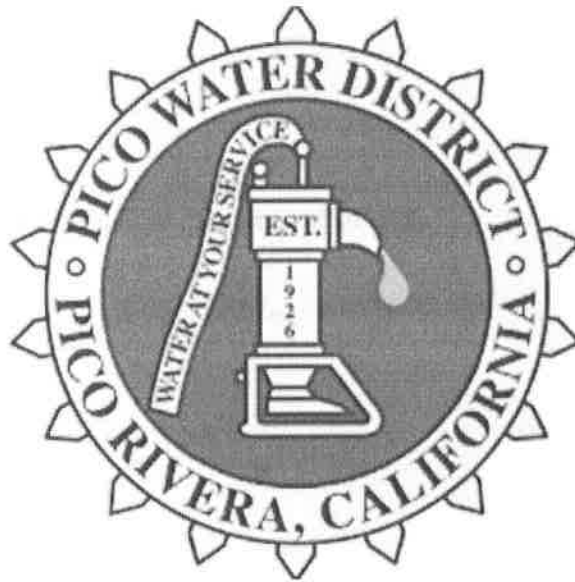
On November 4, 2020, at a Regular Board Meeting the Board voted to approve the proposal from Kabbara Engineering for Civil Engineering Design Services to provide the District with construction plans and bid specifications to replace about 1,620 linear feet of existing water mainline in Stephens Street from Durfee Avenue to the Greg Road Water Main. The engineering work was completed in February 2021 and provided to Riverside Construction for bidding purposes as it was believed Riverside Construction could provide the District with a competitive bid proposal. The District was informed by Riverside Construction that due to the fact they were already mobilized in the area and working in Stephens Street they could provide a good proposal. However, when the District received the proposal from Riverside Construction it was much higher than the engineers estimate provided by Kabbara Engineering of \$558,000.00 (not including a 10% contingency). In an effort to try and get the pipeline work completed, staff sent out an RFP to our list of preferred pipeline contractors on March 19, 2021:

Brkich Construction;
Doty Bros Construction;
J. De Sigio Inc.;
Dominguez Engineering Inc.;

The bids are scheduled to be submitted at 4:00 PM on Tuesday April 6, 2021 to provide the bidders with a little more time. Once the bids come in staff will review the bids and send out a cost comparison sheet on Wednesday with a Board recommendation.

PICO WATER DISTRICT

4843 S. Church Street
Pico Rivera, CA 90660
Mr. Mark Grajeda, General Manager



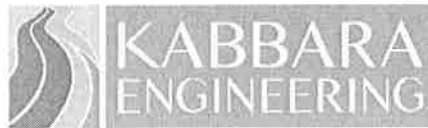
CONTRACT DOCUMENTS

FOR

STEPHENS STREET WATER MAIN REPLACEMENT PROJECT

March 19, 2021

Prepared By:



121 N. HARWOOD STREET, ORANGE CA 92866 T: 714.744.9400 F: 714.744.9771 www.kabbara.net

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NOTICE INVITING BIDS

Receipt of Proposals: Sealed bids will be received by Pico Water District, 4843 S. Church Street (if delivered), or P. O. Box 758 (if mailed), Pico Rivera, California 90660, until **4:00 P.M.** on **MONDAY APRIL 5, 2021**, for the **Stephens Street Water Main Replacement Project**, in the City of Pico Rivera, State of California.

Description and Location of Work: The construction of the Stephens Street Water Main Replacement Project, is located in the City of Pico Rivera, State of California and generally includes furnishing and installing new 8-inch diameter ductile iron domestic water pipes, fittings, meters, services and appurtenances, new fire hydrants (materials to be furnished by the Pico Water District), and connections to existing 12-inch and 4-inch water mains, and abandonment of existing 4-inch and various other sizes of CIP, PVC, and ACP water mains. The work shall be done in accordance with the Plans and Specifications entitled Stephens Street Water Main Replacement Project. This project is tentatively scheduled to be awarded on **APRIL, 7, 2021**.

Contract Documents: The Contract Documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal, the Bid Sheets, the Contractor's Licensing Statement, the List of Subcontractors, the applicable Bid Security Form and the Non-Collusion Affidavit (Bidder) attached to the Proposal, the Agreement, the Faithful Performance Bond, the Payment Bond, the Maintenance and Guarantee Bond, the Non-Collusion Affidavits (Subcontractors), the Notice to Proceed, the General Provisions, the Technical Specifications, the Specifications and Drawings, and any change order or addenda and the Specifications and Drawings listed therein, all of which documents are on file in the office of the Owner and are hereby referred to and made a part of this Notice Inviting Bids.

Completion of Work: All work shall be completed within **THIRTY (30) WORKING DAYS** from the date of issuance of the Notice to Proceed, and **NO LATER THAN MAY 28, 2021**.

Opening of Bids: The bids will be publicly opened at 4:00 P.M. on MONDAY APRIL 5, 2021, at the office of Pico Water District 4843 S. Church Street, Pico Rivera, California 90660. The Pico Water District reserves the right, after opening the bids, to reject any or all bids, to waive any informality in a bid, or to make award to the lowest responsible bidder and reject all other bids.

Obtaining Documents: The first set of Specifications and Contract Documents will be provided to Bidders at no cost. Additional sets may only be purchased from Pico Water District 4843 S. Church Street, P.O. Box 758, Pico Rivera, CA 90660, for \$25.00 (non-refundable) for each complete set (checks only, made payable to "Pico Water District").

Examination of Site and Specifications: Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his examination, a Bidder finds facts or conditions, which appear to him to conflict with the letter or spirit of the Contract Documents, or with any other data furnished to him, he may apply to the Owner for additional information and explanation before submitting his bid.

By submitting a Bid, the Bidder will be held to have personally examined the site, to have carefully read the specifications and to have satisfied their self as to their ability to meet all the difficulties attending the execution of the proposed Contract before the delivery of its proposal, and agrees that if they are awarded the Contract, they will make no claim against the Owner or Engineer based on ignorance or misunderstanding of the Contract provisions and site conditions.

Project Administration: All questions relative to this project shall be directed in writing, at least five (5) days prior to the opening of bids, to the Owner/Owner Representative for the project at the address shown below:

Pico Water District
4843 S. Church Street
P.O. Box 758 (mailing address)
Pico Rivera, CA 90660
Phone: (562) 692-3756
Facsimile: (562) 695-5627
Attention: Mark Grajeda, District Manager

Date: _____

Pico Water District

By: _____

Title: General Manager

INSTRUCTIONS TO BIDDERS

I-1 FORM OF BID AND SIGNATURE

(a) The Proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope marked and addressed as provided in the Notice Inviting Bids.

(b) Each bidder shall state the unit price or the specific sums, as the case may be, for which they propose to supply the labor, materials, supplies, or equipment, and perform the Work required by the Contract Documents. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price times the estimated quantity will be considered as representing the bidder's intention and the totals will be corrected to conform thereto.

(c) If the Proposal is made by an individual, it shall be signed and his or her full name and his address shall be given; if it is made by a partnership firm, it shall be signed with the partnership name by a partner of the firm, who shall also sign his or her own name, and the name and address of each partner shall be given; and if it is made by a corporation, the Proposal shall be signed on behalf of the corporation by its duly authorized officer or officers and attested by the corporate seal.

I-2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

If any person or entity contemplating the submittal of a bid for the proposed contract is in doubt as to the true meaning of any requirement of the Contract Documents, or they find any discrepancies in or omissions from the Contract Documents, they shall submit to the Engineer a written request for an interpretation or correction thereof. The written request must be received at least five calendar days prior to the date fixed for opening of bids. The person or entity making the request will be responsible for its prompt delivery. Interpretations or corrections will be made only by addenda to specifications or by dated revisions of drawings with a copy of each addition or change being furnished, through the Owner, to each prospective bidder.

I-3 PREPARATION OF THE PROPOSAL

(a) Blank spaces in the Proposal and Bid Sheet(s) shall be properly filled. The phraseology of the Proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisos attached to a Proposal will render it informal or nonresponsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the Proposal over the signature of the bidder. Alternative Proposals will not be considered unless specifically requested.

(b) Any bidder may withdraw their Proposal before the hour fixed for opening bids, without prejudice to such bidder, by submitting a written request to the Owner for its withdrawal, and their Proposal will be returned unopened when reached in the procedure of opening bids, or mailed to the bidder unopened, if they are not in personal attendance at the bid opening. No Proposal may be withdrawn after the hour fixed for opening of bids without rendering the Bid Security subject to retention by Owner as liquidated damages, and not as a penalty, in like manner as in the case of failure to execute the contract after award, as hereinafter

provided. Unless otherwise specified in the Special Provision made a part of these Contract Documents, all bids shall be valid for a period of forty-five (45) days after Owner's bid opening date, notwithstanding any award of the contract by Owner to another bidder.

(c) No Proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All Proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The Owner reserves the right to waive any informality in any Proposal, to reject any or all Proposals, to reject one part of a Proposal and accept the other, and to make award to the lowest responsible bidder as the interest of the Owner may require. Each bid shall identify the surety or sureties which have agreed to furnish the required bonds.

I-4 REGISTRATION OF CONTRACTORS

Before submitting bids, Contractors shall be licensed in accordance with the provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California and shall provide proof of current licensing status as provided in the Proposal. The Contractor shall maintain the required license in good standing throughout the course of the Work and throughout the guarantee period.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bids will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, the Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the List of Subcontractors Form.

I-5 LIST OF SUBCONTRACTORS FILED WITH BID

In accordance with the provisions of Sections 4100 through 4114, inclusive, of the Public Contract Code of the State of California, each Proposal shall include the name and business address of each proposed subcontractor who will perform work or labor or render service to the principal Contractor in an amount greater than one-half of one percent (0.5%) of the principal Contractor's bid, and shall state the portions of the work which will be done by each such subcontractor. Any additional information required by the Owner regarding listed subcontractors may be provided by the bidder up to 24 hours after the hour set for opening bids. The Contractor shall not enter into any subcontract with a subcontractor which has been debarred by the Labor Commissioner pursuant to Sections 1777.1 and 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

I-6 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall make, file, or be interested in more than one Proposal for the same work; provided, however, that a person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

I-7 LOWEST RESPONSIBLE BIDDER

In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the bid. To receive favorable consideration, a bidder shall be required to present evidence that they or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty shall be essential requirements. The Owner shall have absolute discretion as to the evaluation of past work performance of any bidder, and its decision relating thereto shall be deemed correct and shall be conclusive and binding.

I-8 BID SECURITY

Each bidder shall submit with their bid, cash, an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached to the proposal, subject to the provisions of the Notice Inviting Bids. Said Bid Security shall be in a sum not less than ten percent (10%) of the amount of the bid, and shall be made payable to or for the benefit of the Owner as a guaranty that the bidder will, if an award is made to them in accordance with the terms of their Proposal, promptly execute a contract in the required form, secure payment of worker's compensation, and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage, and such other information as may be required of bidder.

I-9 LOCAL CONDITIONS

(a) Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall make such investigation and review such records and drawings as they deem necessary to satisfy themselves that they are familiar with the condition and location of existing underground facilities and other potential sources of interference with the work contemplated under the Contract Documents. By providing access to drawings or other records in its possession, the Owner makes no representations or guarantees as to the accuracy of such drawings or records.

(b) Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Bidding Sheet(s). Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or its assistants, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed by the Owner.

(c) The quantities of work or material stated in the unit-price items of the Bidding Sheet(s) are supplied only to give an indication of the general scope of the work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, but reserves the right to increase the amount of any unit-price item of the work by an amount up to and including twenty-five percent (25%) of any bid item(s), or to omit portions, or all of such work as may be deemed necessary or expedient by the Engineer without a change in the unit price. The Owner, likewise, reserves the absolute right to delete quantities of work or material which are the subject of "lump sum" bids.

(d) Bidders shall not at any time after the submittal of a bid make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit-price items or lump sum items of the Bidding Sheet(s).

I-10 EXECUTION OF CONTRACT

A bidder to whom award is made shall execute a written contract with the Owner on the form of Agreement provided in the Contract Documents, secure the payment of worker's compensation, furnish good and approved bonds as required in the following paragraph, provide evidence of insurance, and provide a financial statement of other information requested by Owner pursuant to the Contract Documents, all in accordance with the provisions hereof within ten (10) days (not including Sundays or holidays), or such additional time as may be allowed by the Owner, from the date the Owner mails notice to the bidder, at the address provided in the proposal, that their proposal has been accepted. The failure or refusal of a bidder to whom award is made to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to ascertain. In the event of such failure or refusal to comply with the requirements of the Contract Documents, the Bid Security shall become the property of the Owner as liquidated damages and not as a penalty, and the award will be annulled. At the discretion of the Owner, a new award may be made to the second lowest responsible bidder and such bidder shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made. A corporation to which an award is made shall be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation.

I-11 BONDS

(a) In conformance with the Notice Inviting Bids, a bidder to whom the contract is awarded shall, within the time specified in Section I-10 hereof, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said bidder of all covenants and stipulations in the Contract Documents. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be on the mandatory form included as a part of these Contract Documents, and shall be in an amount that is not less than one hundred percent (100%) of the total amount payable under the Contract Documents.

(b) Within the time specified in Section I-10 hereof, the bidder to whom the contract is awarded shall also furnish a Payment Bond, approved by the Owner, in accordance with the provisions of Titles 1 and 3, applicable, of Part 6 of Division 4 of the Civil Code of the

State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152 and 8154 and 9550-9560. Said Payment Bond shall be in a sum not less than one hundred percent (100%) of the total amount payable under the Contract Documents. The form of Payment Bond set forth in these Contract Documents is a mandatory form.

(c) Within the time specified in Section I-10 hereof, the bidder to whom the contract is awarded shall also furnish a Maintenance & Guarantee Bond, approved by the Owner, in accordance with the provisions of Titles 1 and 3, applicable, of Part 6 of Division 4 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152 and 8154 and 9550-9560. Said Maintenance and Guarantee Bond shall be in a sum not less than ten percent (10%) of the total amount payable under the Contract Documents. The form of Maintenance and Guarantee Bond set forth in these Contract Documents is a mandatory form. Instead of providing such a Bond as described above, the Contractor may, at his option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until expiration of the guarantee.

(d) The surety or sureties on all bonds furnished must be satisfactory to the Owner. The bidder to whom the contract is awarded shall provide copies of the surety insurer's most recent annual and quarterly statement filed with the California Department of Insurance, and a certified copy of the Certificate of Authority issued by the Department of Insurance. Any power of attorney provided, evidencing the authority of the person executing the bonds to bind the surety, shall be an unrevoked power, and shall be an original or a certified copy of the original. If during the continuance of the contract any of the sureties in the sole discretion of the Owner are or become insufficient, the Owner may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within fifteen (15) days after written notice, and in default thereof the contract may be suspended and the work completed as provided in the General Conditions. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at their own cost and expense.

I-12 LIABILITY INSURANCE

(a) A bidder to whom the contract has been awarded shall furnish to the Owner a policy or certificate of protective liability insurance in which the Owner and the Owner's Engineer shall be named as additional insureds with the bidder. The policy shall insure the Owner and the Engineer and each of their officers, employees, agents and volunteers as additional named insureds; the bidder, its employees and its subcontractors and each of their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the Work to be performed and shall remain in full force and effect until the Work is accepted by the Owner. The bidder shall also provide such additional named insured endorsements [Insurance Services Office (ISO) Form Number CG 2010 or equivalent] as may be required by the Owner, in the Owner's sole discretion.

The Owner, and the Engineer and each of their directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded the additional insureds.

(b) The above-referenced insurance policy (or policies) shall be furnished at the bidder's expense, in a form and with insurance companies authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by the Owner. If Best's is no longer published, comparable ratings must be provided from a service acceptable to Owner. Such insurance, in addition to the multiple additional named insured endorsements set forth above, shall be commercial general liability insurance in the amounts set forth below, and shall contain additional endorsements as follows: (i) Providing blanket contractual liability coverage for the bidder's indemnification obligations to Owner and others pursuant to the Contract Documents; (ii) Providing coverage for explosion, collapse, underground excavation and removal of lateral support; (iii) Providing that the insurance may not be canceled or reduced until 30 days after the Owner and its Engineer have actually received written notice of such cancellation or reduction; (iv) Providing "cross liability" or "severability of interest" coverage for all insureds under the policy or policies; and (v) Providing that any other insurance maintained by Owner, the Engineer or any other named insured is excess insurance, and not contributing insurance with the insurance required herein. The amount of coverage shall be no less than the following:

- (1) General bodily injury and property damage—\$2,000,000 per occurrence.
- (2) Automobile bodily injury and property damage—\$2,000,000 per occurrence, including owned, non-owned and hired autos, and providing coverage for loading and unloading.

The bidder shall, within the time specified in Section I-10 hereof, file with the Owner evidence of insurance from an insurer or insurers certifying to the coverage of all required insurance. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate(s) of insurance (Accord Form 25-S or equivalent) reflecting the existence of the required insurance. If required by the Owner, the bidder shall furnish a complete copy of the policy or policies, and all endorsements thereto. Commercial general liability insurance must include Owner's and Contractor's Protective Coverage, Products—Completed Operations Coverage, Premises—Operations Coverage, and must provide for coverage of Owner's facilities during the course of construction. Notwithstanding the foregoing, bidder is not hereby required to provide insurance with respect to liability for damages resulting solely from error or omission in design which is not due to or contributed to by negligence or fault of the contractor, its subcontractors, agents, employees or officers.

I-13 ASSIGNMENT OF CONTRACT—The Contractor shall not assign the Contract Documents or any part thereof, or any funds to be received, without the prior written approval of both the Owner and Surety. Notwithstanding the foregoing, and to the extent permitted by law, Owner has the absolute right to refuse, on any ground or no grounds, any and all assignments or attempted assignments of the Contract Documents or of any rights to payment pursuant thereto.

I-14 NON-COLLUSION AFFIDAVITS—In accordance with the provisions of Section 7106 of the Public Contract Code, each bidder shall execute and submit with their bid a Non-Collusion Affidavit in the form attached to the Proposal. Additionally, the principal contractor shall secure from each proposed subcontractor a Non-Collusion Affidavit in the form attached to the Agreement.

I-15 FINANCIAL STATEMENT—In the course of evaluating the capacity and competence of a bidder to perform the Work, the Owner may require any bidder to furnish a recent statement of their financial condition or such other evidence of their qualifications as may be requested by the Owner. If a bidder fails to promptly furnish the information requested, it shall be considered sufficient grounds for rejection of such bidder's entire bid.

PROPOSAL

STEPHENS STREET WATER MAIN REPLACEMENT PROJECT

Date: _____

TO THE PICO WATER DISTRICT:

The undersigned hereby proposes to perform all work for which a contract may be awarded them and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the following work: "**Stephens Street Water Main Replacement Project**" (the "Work"); and they further propose and agree that, if this Proposal is accepted, they will contract in the form and manner stipulated to perform the Work called for by the other Contract Documents, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and that they will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, as defined in Section 2.3 of the General Conditions, including, but not limited to, the bid quantities, any specifications regarding materials to be used, the contract provisions relating to payment for extra work and the procedures for seeking extensions of time;
2. The undersigned, by investigation at the site of the Work, by review of any records available for inspection at the offices of utilities in the area affected by the Work, at any applicable public works departments, and otherwise, is satisfied as to the nature and location of the Work and is fully informed as to all conditions and matters which can in any way affect the Work or the cost thereof, including the location of all underground facilities in the area affected by the Work;
3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Proposal and further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Proposal;
4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after Owner's notice of acceptance of this Proposal; and further that this Proposal may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof, notwithstanding the award of contract to another bidder.
5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person,

firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. In conformance with current statutory requirement of the Labor Code of the State of California, the undersigned certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Sheet(s) upon which award of contract will be made.

The undersigned bidder declares that the license held by them is theirs, is current and valid, and is in a classification appropriate to the work to be undertaken.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at _____, California.

Dated _____ 2021

Bidder: _____

By: _____

Title: _____

Bidder's Address: _____

Telephone No.: _____

Facsimile No.: _____

(Corporate Seal or Notarial Acknowledgements
Of Signature – If partnership or proprietorship)

Corporation organized under the laws
of the State of _____

Contractor's License(s): _____

Expiration Dates: _____

Surety or sureties: _____

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT IS FILED WITHIN THREE 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.

BID SCHEDULE

Name of Bidder _____

The undersigned, having examined the proposed Contract Documents, Plans and Specifications for the Stephens Street Water Main Replacement Project, having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents. A list of materials that will be furnished by the Pico Water District for this project is included in Appendix "A" of these Specifications. All Pico Water District furnished materials will be located at the District Yard, and Contractor shall be responsible for all handling, pick-up and transportation to the project site for installation.

<u>BID SCHEDULE</u>					
STEPHENS STREET WATER MAIN REPLACEMENT PROJECT BASE BID					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization (5% Maximum)	1	LS	\$	\$
2	Install 8" D.I.P. Class 350 Waterline per PWD Std. Dwg. No. S-25 (Modified per Plan)	1,620	LF	\$	\$
3	Install 8" M.J. Class 350 Resilient Wedge Gate Valve with Valve Box and Cover Per PWD Std. Dwg. No. W-8	8	EA	\$	\$
4	Install 8" D.I.P. Class 350 Bend (Angle per Plan) (M.J. x M.J.) with Thrust Block per PWD Std. Dwg. No. W-17	15	EA	\$	\$
5	Install 8" DIP Class 350 Tee & Thrust Block per PWD Std. Dwg. No. W-17	3	EA	\$	\$

BID SCHEDULE

STEPHENS STREET WATER MAIN REPLACEMENT PROJECT BASE BID (continued)

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6	Remove Ex. Fire Hydrant and Salvage & Reuse Hydrant Top & Install Fire Hydrant per PWD Std. Dwg. No. W-10	1	EA	\$	\$
7	Install Fire Hydrant per PWD Std. Dwg. No. W-10	1	EA	\$	\$
8	Remove Existing and Install New 1" Service & Meter Box and Connect to Existing Meter or to a New Meter (District Supplied) & Join Customer Service Line per PWD Std. Dwg. No. W-19	30	EA	\$	\$
9	Remove Existing and Install 12"x 8" Tee with Adaptors, Spool & Thrust Block per PWD Std. Dwg. No. W-17	1	EA	\$	\$
10	Remove Existing Portion of Existing 6" Pipe & Install 8"x 6" Reducer with Thrust Block per PWD Std. Dwg. No. W-17, Adaptor & Join Ex. Pipe	1	EA	\$	\$
11	Remove Existing Portion of Existing 4" Pipe & Install 8"x 4" Reducer with Thrust Block per PWD Std. Dwg. No. W-17, Adaptor & Join Ex. Pipe	2	EA	\$	\$

<u>BID SCHEDULE</u>					
STEPHENS STREET WATER MAIN REPLACEMENT PROJECT BASE BID (continued)					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
12	Install 2" Blowoff Assembly per PWD Std. Dwg. No. W-13*	1	EA	\$	\$
13	Install Air/Vacuum Release Assembly per PWD Std. Dwg. No. W-14	3	EA	\$	\$
14	Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants per PWD Requirements (See Sheet 1 of Plans)	1	LS	\$	\$
15	Traffic Control	1	LS	\$	\$
16	Pothole Existing Utilities	1	LS	\$	\$
17	Pressure Testing and Disinfection	1	LS	\$	\$

TOTAL BASE BID (in figures) \$ _____

TOTAL BASE BID (in words) _____

Alternative Bid Item: Contract award shall be to the lowest responsible bidder whose bid is the lowest TOTAL BASE BID amount. Should the Pico Water District authorize the inclusion of the Alternate Bid Item, the amount of the contract award shall be specified as the Total Alternative Bid Amount, exclusively at the discretion of the Pico Water District.

<u>ALTERNATE BID ITEMS</u>					
STEPHENS STREET WATER MAIN REPLACEMENT PROJECT					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ALTERNATE BID ITEM- In lieu of Bid Item 2					
2A	Install 8" C-900 PVC Waterline per PWD Std. Dwg. No. S-25 (Modified per Plan) (Pipe furnished by PWD) (Push-on Joints)	844	LF	\$	\$
2B	Install 8" C-900 PVC Waterline per PWD Std. Dwg. No. S-25 (Modified per Plan) (Pipe furnished by PWD)(Restrained Joints)	776	LF	\$	\$
TOTAL ALTERNATE BID – Including Substitution of Bid Items 2A and 2B, and excluding Bid Item 2 (in Figures)				\$	
TOTAL ALTERNATE BID – Including Substitution of Bid Item 2A and 2B, and excluding Bid Item 2 (in Words)					

- NOTES:
1. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
 2. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is signed by the Contractor and attached herewith.
 3. The price bid shall include all State, Federal and other taxes applicable to the project and shall be a firm offer for a period of 45 days after the date of bid opening.
 4. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contractor.
 5. Bid Items 2A and 2B are Alternate Bid Items to be substituted for Bid Item 2, in the Total Alternative Bid amount.
 6. * indicates bid item which may or may not be used.

Respectfully submitted:

Signature

Address

Title

Date

Contractor's License Number

Date of Expiration

(Seal – If Bid is by a Corporation)

Attest

Amount of Certified Check of Bidder's Bond

Name of Bonding Company

Bond No. _____

BIDDER'S BOND

STEPHENS STREET WATER MAIN REPLACEMENT PROJECT

(NOTE) The following is to be used in case cash, cashier's check or certified check accompanies bid. Accompanying this proposal is a certified check or cashier's check payable to the order of the PICO WATER DISTRICT, or cash in the amount of _____ Dollars (\$ _____). The proceeds of the same shall become the property of said Pico Water District. If, in case this proposal shall be accepted by the Pico Water District, through the District Board of Directors, the undersigned shall fail to execute a contract with and furnish the sureties required by the Pico Water District within the required time; otherwise, the same is to be returned to the undersigned.

Bidder

(NOTE) If the bidder desired to submit bond with proposal instead of certified check, cashier's check, or cash, have the following form executed.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as principal;

Residence Address _____ Phone _____

Business Address _____ Phone _____

and _____

_____ a duly authorized corporate surety;

Business Address _____ Phone _____

_____ are

held and firmly bound unto the Pico Water District, situated in the State of California in the sum of _____

_____ Dollars, (\$ _____) for the payment of

which sum, well and truly to be made, we bind ourselves and each of our heirs, successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal _____ about to hand in and submit to the Board of Directors of the Pico Water District, the foregoing bid or proposal, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the notice of advertisement attached to said bid or proposal.

NOW, THEREFORE, if the said bid or proposal of the said principal shall be accepted, and the

work awarded to _____ thereupon by said Pico Water District and if the principal _____ shall fail or neglect to enter into a contract therefore within the required time, and to execute adequate bonds to the satisfaction of the Pico Water District with a duly authorized corporate surety conditioned for the faithful performance of such contract and the case required by statute, then in that case the undersigned obligators will pay the

_____ Dollars (\$ _____)
as liquidated damages for such failure and neglect.

WITNESS our hands this _____ day of _____, 20__.

Principal

Corporate Surety

All signatures must be notarized. Attach principal and surety acknowledgements hereto.

IMPORTANT – companies executing BONDS must appear on the Treasury Department’s most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

Bond No. _____

BOND NO. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, PICO WATER DISTRICT (hereinafter referred to as "District") has awarded to _____ (hereinafter referred to as the "Contractor") an agreement for **STEPHENS STREET WATER MAIN REPLACEMENT PROJECT** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees incurred by the District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty

workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety, and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

Surety

By: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety and
Agent or Representative for service
of process in California)

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

Individual

Corporate Officer

Title(s)

Title or Type of Document

Partner(s)

Limited

General

Number of Pages

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

BOND NO. _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, PICO WATER DISTRICT (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20__, has awarded to _____ (hereinafter designated as the "Principal"), a contract for the work described as follows: **STEPHENS STREET WATER MAIN REPLACEMENT PROJECT** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

Surety

By: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney)

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Title(s)

Title or Type of Document

☐ Partner(s)

☐ Limited

☐ General

Number of Pages

☐ Attorney-In-Fact

☐ Trustee(s)

☐ Guardian/Conservator

☐ Other:

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

INFORMATION REQUIRED OF BIDDER

EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. **Failure to comply with this requirement will render the proposal informal and may cause its rejection.** Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

Equipment/Material

Manufacturer/Supplier

INFORMATION REQUIRED OF BIDDER

SITE INSPECTION -- Describe when, by whom, and in what manner (a) the site for this proposed work was inspected (NOTE: Failure to demonstrate diligent effort in ascertaining local conditions which may affect the Work will render this Proposal informal or nonresponsive and may result in its rejection):

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number(s), Type(s) and Expiration Date(s): _____

Expiration Date: _____

Name of Individual Contractor (print or type): _____

Signature of Owner: _____

Business Address: _____

or

Name of Partnership or Firm: _____

Business Address: _____

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

Signed: _____ Name: _____

Title: _____ Address: _____

Signed: _____ Name: _____

Title: _____ Address: _____

Signed: _____ Name: _____

Title: _____ Address: _____

or

Name of Corporation: _____

Business Address: _____

Corporation organized under the laws of the State of _____

SEAL

Signature of the President of Corporation

Signature of Secretary of Corporation

NOTE: CURRENT COPIES OF ALL APPLICABLE LICENSES MUST BE ATTACHED TO THIS PROPOSAL.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

LIST OF SUBCONTRACTORS

The bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California.

Subcontractors must be listed if they will provide work, labor or service in an amount in excess of one-half (1/2) of one percent (1%) of the total bid.

THAT PORTION OF THE WORK TO BE PERFORMED BY SUBCONTRACTORS SHALL, IN THE AGGREGATE, NOT EXCEED 40% OF ALL WORK PERFORMED, BASED UPON THE TOTAL DOLLAR VALUE OF THE WORK.

[illegible]

NON-COLLUSION AFFIDAVIT

AGREEMENT

Stephens Street Water Main Replacement Project

THIS AGREEMENT, made and entered into this ____ day of _____ in the year 20__ by and between Pico Water District, a public corporation organized and existing under the provisions of the Water Code of the State of California, hereinafter referred to as "Owner," and _____, hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined in the Notice Inviting Bids, are hereby incorporated in and made a part of this Agreement as though fully set forth herein.

2. In consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to construct the **Stephens Street Water Main Replacement Project**, as specifically set forth in said Contract Documents for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer.

3. The Contractor shall provide for payments on all required insurance policies and shall obtain all necessary permits and licenses. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated in this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for completing the Work within the time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer, the Owner shall pay, and the Contractor shall receive in full compensation therefor, the prices set forth in the accepted Proposal. The total compensation to be paid shall be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Sheet(s) for completion of the Work. All time limits stated in the Contract Documents are of the essence of this Agreement.

4. The Owner agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.

5. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner. The Work under this Agreement shall be completed to the approval and entire satisfaction of the Owner and its Engineer.

6. To the fullest extent permitted by law, the Contractor shall immediately defend and indemnify and hold harmless the Owner, and its Engineer and their respective directors, officers, employees, agents and volunteers, and each of them from and against:

a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including, the Owner, the Engineer, and/or the Contractor, or any of their directors, officers, employees, agents or volunteers, and damages to or destruction of property of any person, including but not limited to, the Owner, the Engineer and/or the Contractor and any of their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, however caused, regardless of any negligence of the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the Owner, its Engineer, or any of their directors, officers, employees, agents or volunteers; upon tender by the Owner, Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such claims, suits, actions or other legal proceedings of every kind that may be brought or instituted against Owner, its directors, officers, agents, employees or volunteers, notwithstanding whether Contractor's liability is or can be established.

b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers.

Contractor's obligation to indemnify shall survive the termination or completion of the Work for the full period of time allowed by law and shall not be restricted by the insurance requirements of these Contract Documents or to insurance proceeds, if any, received by the Owner, or its directors, officers, employees, agents or volunteers.

Contractor's defense and indemnity obligation herein includes, but is not limited to, damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.

Contractor shall reimburse the Owner, its Engineer or any of their directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Section I-12 of the Instructions to Bidders, entitled LIABILITY INSURANCE, and the General Provisions, entitled CONTRACTOR'S INSURANCE, for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Owner, its Engineer or any of their directors, officers, employees, agents and/or volunteers.

7. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

8. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.

9. This Agreement constitutes the entire Agreement of the parties and no amendment or modification of its terms is binding except by written amendment approved by the parties.

10. This Agreement shall be governed by the laws of the State of California. Venue for all purposes shall be deemed to lie within Los Angeles County, California.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

By: _____
Its _____
[TITLE]

By: _____
Its _____
[TITLE]

"CONTRACTOR"

License No(s). _____
Expiration Date(s) _____

By: _____
Its _____
[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor. If not previously provided, with this Agreement, Contractor shall provide to Owner fully executed versions of the Payment Bond (Labor and Material), Performance Bond, Maintenance & Guarantee Bond and Non-Collusion Affidavit(s).

NOTICE TO PROCEED

Stephens Street Water Main Replacement Project

TO:

FROM: Board of Directors
Pico Water District

Notice is hereby given that you are authorized and directed to proceed with the following project in accordance with the Contract Documents:

Stephens Street Water Main Replacement Project

These documents have been received and are on file with the Secretary of the Pico Water District:

Proposal completed correctly & timely submitted	[]
The Agreement, fully executed	[]
Payment Bond (100%)	[]
Faithful Performance Bond (100%)	[]
Maintenance & Guarantee Bond (100%)	[]
Worker's Compensation Insurance Certificate	[]
Liability Insurance Policy or Certificate, with Endorsements	[]
Public Works Contractor Registration Certification	[]
Non-Collusion Affidavits	[]
Encroachment Permit	[]

A copy of the Award of Contract has been submitted by this Owner via on-line transmission to the California Division of Apprenticeship Standards, Department of Industrial Relations.

Under the terms of the Contract Documents, work is to start within fifteen (15) calendar days after the date set forth below and is to be completed within the time set forth in the Special Provisions.

PICO WATER DISTRICT

Date: _____

By: _____

Title: _____
Mark J. Grajeda, General Manager

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
PICO WATER DISTRICT
4843 S. Church Street
Pico Rivera, California, 90660**

6:00 P.M. Thursday, April 8, 2021

AGENDA

7. ACTION/DISCUSSION ITEMS.

- B. Consider Bid Proposals for the Burma Road Water Main Replacement Project.
Recommended Action – To be considered at the Board Meeting.

STAFF REPORT

To: Honorable Board of Directors

From: Mark Grajeda, General Manager

Meeting Date: April 8, 2021

Subject: Action/Discussion Item 7B – Consider Bid Proposals for the Burma Road Water Main Replacement Project

RECOMMENDATION

To be considered at the Board Meeting.

FISCAL IMPACT

Partial funding will come from the I Bank Loan and the remaining funding from District reserves.

BACKGROUND

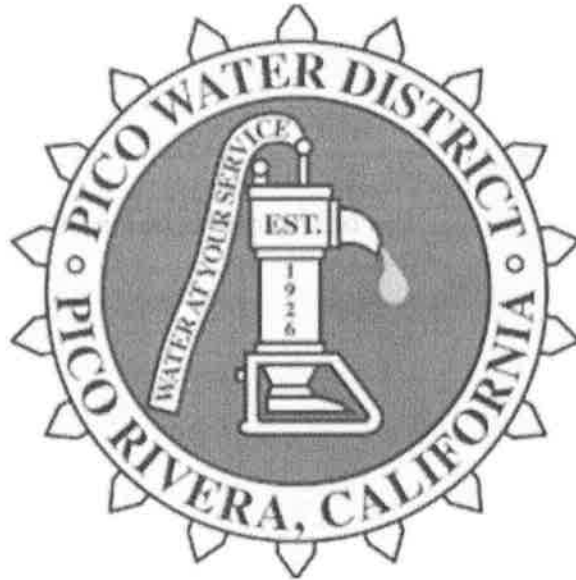
On January 13, 2021, at a Regular Board Meeting the Board voted to approve the proposal from Kabbara Engineering for Civil Engineering Design Services to provide the District with construction plans and bid specifications to replace about 400 linear feet (LF) of existing water mainline in Burma Road about 300 LF west of Bequette Avenue and continuing down Burma Road to Rosemead Boulevard. Staff is looking at the Burma Water Mainline Replacement Project as a possible replacement project to the Stephens Street Water Mainline Replacement Project in the event the cost for this project comes in to high. Kabbara Engineering provided the District with an engineering estimate for the Burma Project at \$368,180.00 (not including a 10% contingency). Staff sent out an RFP to our list of preferred pipeline contractors on March 19, 2021 for this work:

Brkich Construction;
Doty Bros Construction;
J. De Sigio Inc.;
Dominguez Engineering Inc.;

The bids are scheduled to be submitted at 4:00 PM on Tuesday April 6, 2021 to provide the bidders with a little more time. Once the bids come in staff will review the bids and send out a cost comparison sheet on Wednesday with a Board recommendation.

PICO WATER DISTRICT

4843 S. Church Street
Pico Rivera, CA 90660
Mr. Mark Grajeda, General Manager



CONTRACT DOCUMENTS

FOR

BURMA ROAD WATER MAIN REPLACEMENT PROJECT

March 19, 2021

Prepared By:



121 N. HARWOOD STREET, ORANGE CA 92866 T: 714.744.9400 F: 714.744.9771 www.kabbara.net

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NOTICE INVITING BIDS

Receipt of Proposals: Sealed bids will be received by Pico Water District, 4843 S. Church Street (if delivered), or P. O. Box 758 (if mailed), Pico Rivera, California 90660, until 4:00 P.M. on **MONDAY APRIL 5, 2021**, for the **BURMA ROAD WATER MAIN REPLACEMENT PROJECT**, in the City of Pico Rivera, State of California.

Description and Location of Work: The construction of the BURMA ROAD Water Main Replacement Project, is located in the City of Pico Rivera, State of California and generally includes installing new 8-inch diameter ductile iron domestic water pipes, fittings, meters, services and appurtenances, new fire hydrants (materials to be furnished by the Pico Water District) and connections to existing 12-inch and 4-inch water mains, and abandonment of existing 4-inch and various other sizes of CIP, PVC, and ACP water mains. The work shall be done in accordance with the Plans and Specifications entitled Burma Road Water Main Replacement Project. This project is tentatively scheduled to be awarded on **APRIL 7, 2021**.

Contract Documents: The Contract Documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal, the Bid Sheets, the Contractor's Licensing Statement, the List of Subcontractors, the applicable Bid Security Form and the Non-Collusion Affidavit (Bidder) attached to the Proposal, the Agreement, the Faithful Performance Bond, the Payment Bond, the Maintenance and Guarantee Bond, the Non-Collusion Affidavits (Subcontractors), the Notice to Proceed, the General Provisions, the Technical Specifications, the Specifications and Drawings, and any change order or addenda and the Specifications and Drawings listed therein, all of which documents are on file in the office of the Owner and are hereby referred to and made a part of this Notice Inviting Bids.

Completion of Work: All work shall be completed within **THIRTY (30) WORKING DAYS** from the date of issuance of the Notice to Proceed, and **NO LATER THAN MAY 28, 2021**.

Opening of Bids: The bids will be publicly opened at 4:00 P.M. on **MONDAY APRIL 5, 2021**, at the office of Pico Water District 4843 S. Church Street, Pico Rivera, California 90660. The Pico Water District reserves the right, after opening the bids, to reject any or all bids, to waive any informality in a bid, or to make award to the lowest responsible bidder and reject all other bids.

Obtaining Documents: The first set of Specifications and Contract Documents will be provided to Bidders at no cost. Additional sets may only be purchased from Pico Water District 4843 S. Church Street, P.O. Box 758, Pico Rivera, CA 90660, for \$25.00 (non-refundable) for each complete set (checks only, made payable to "Pico Water District").

Examination of Site and Specifications: Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his examination, a Bidder finds facts or conditions, which appear to him to conflict with the letter or spirit of the Contract Documents, or with any other data furnished to him, he may apply to the Owner for additional information and explanation before submitting his bid.

By submitting a Bid, the Bidder will be held to have personally examined the site, to have carefully read the specifications and to have satisfied their self as to their ability to meet all the difficulties attending the execution of the proposed Contract before the delivery of its proposal, and agrees that if they are awarded the Contract, they will make no claim against the Owner or Engineer based on ignorance or misunderstanding of the Contract provisions and site conditions.

Project Administration: All questions relative to this project shall be directed in writing, at least five (5) days prior to the opening of bids, to the Owner/Owner Representative for the project at the address shown below:

Pico Water District
4843 S. Church Street
P.O. Box 758 (mailing address)
Pico Rivera, CA 90660
Phone: (562) 692-3756
Facsimile: (562) 695-5627
Attention: Mark Grajeda, District Manager

Date: _____

Pico Water District

By: _____

Title: General Manager

INSTRUCTIONS TO BIDDERS

I-1 FORM OF BID AND SIGNATURE

(a) The Proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope marked and addressed as provided in the Notice Inviting Bids.

(b) Each bidder shall state the unit price or the specific sums, as the case may be, for which they propose to supply the labor, materials, supplies, or equipment, and perform the Work required by the Contract Documents. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price times the estimated quantity will be considered as representing the bidder's intention and the totals will be corrected to conform thereto.

(c) If the Proposal is made by an individual, it shall be signed and his or her full name and his address shall be given; if it is made by a partnership firm, it shall be signed with the partnership name by a partner of the firm, who shall also sign his or her own name, and the name and address of each partner shall be given; and if it is made by a corporation, the Proposal shall be signed on behalf of the corporation by its duly authorized officer or officers and attested by the corporate seal.

I-2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

If any person or entity contemplating the submittal of a bid for the proposed contract is in doubt as to the true meaning of any requirement of the Contract Documents, or they find any discrepancies in or omissions from the Contract Documents, they shall submit to the Engineer a written request for an interpretation or correction thereof. The written request must be received at least five calendar days prior to the date fixed for opening of bids. The person or entity making the request will be responsible for its prompt delivery. Interpretations or corrections will be made only by addenda to specifications or by dated revisions of drawings with a copy of each addition or change being furnished, through the Owner, to each prospective bidder.

I-3 PREPARATION OF THE PROPOSAL

(a) Blank spaces in the Proposal and Bid Sheet(s) shall be properly filled. The phraseology of the Proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisos attached to a Proposal will render it informal or nonresponsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the Proposal over the signature of the bidder. Alternative Proposals will not be considered unless specifically requested.

(b) Any bidder may withdraw their Proposal before the hour fixed for opening bids, without prejudice to such bidder, by submitting a written request to the Owner for its withdrawal, and their Proposal will be returned unopened when reached in the procedure of opening bids, or mailed to the bidder unopened, if they are not in personal attendance at the bid opening. No Proposal may be withdrawn after the hour fixed for opening of bids without rendering the Bid Security subject to retention by Owner as liquidated damages, and not as a penalty, in like manner as in the case of failure to execute the contract after award, as hereinafter

provided. Unless otherwise specified in the Special Provision made a part of these Contract Documents, all bids shall be valid for a period of forty-five (45) days after Owner's bid opening date, notwithstanding any award of the contract by Owner to another bidder.

(c) No Proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All Proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The Owner reserves the right to waive any informality in any Proposal, to reject any or all Proposals, to reject one part of a Proposal and accept the other, and to make award to the lowest responsible bidder as the interest of the Owner may require. Each bid shall identify the surety or sureties which have agreed to furnish the required bonds.

I-4 REGISTRATION OF CONTRACTORS

Before submitting bids, Contractors shall be licensed in accordance with the provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California and shall provide proof of current licensing status as provided in the Proposal. The Contractor shall maintain the required license in good standing throughout the course of the Work and throughout the guarantee period.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bids will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, the Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the List of Subcontractors Form.

I-5 LIST OF SUBCONTRACTORS FILED WITH BID

In accordance with the provisions of Sections 4100 through 4114, inclusive, of the Public Contract Code of the State of California, each Proposal shall include the name and business address of each proposed subcontractor who will perform work or labor or render service to the principal Contractor in an amount greater than one-half of one percent (0.5%) of the principal Contractor's bid, and shall state the portions of the work which will be done by each such subcontractor. Any additional information required by the Owner regarding listed subcontractors may be provided by the bidder up to 24 hours after the hour set for opening bids. The Contractor shall not enter into any subcontract with a subcontractor which has been debarred by the Labor Commissioner pursuant to Sections 1777.1 and 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

I-6 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall make, file, or be interested in more than one Proposal for the same work; provided, however, that a person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

I-7 LOWEST RESPONSIBLE BIDDER

In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the bid. To receive favorable consideration, a bidder shall be required to present evidence that they or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty shall be essential requirements. The Owner shall have absolute discretion as to the evaluation of past work performance of any bidder, and its decision relating thereto shall be deemed correct and shall be conclusive and binding.

I-8 BID SECURITY

Each bidder shall submit with their bid, cash, an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached to the proposal, subject to the provisions of the Notice Inviting Bids. Said Bid Security shall be in a sum not less than ten percent (10%) of the amount of the bid, and shall be made payable to or for the benefit of the Owner as a guaranty that the bidder will, if an award is made to them in accordance with the terms of their Proposal, promptly execute a contract in the required form, secure payment of worker's compensation, and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage, and such other information as may be required of bidder.

I-9 LOCAL CONDITIONS

(a) Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall make such investigation and review such records and drawings as they deem necessary to satisfy themselves that they are familiar with the condition and location of existing underground facilities and other potential sources of interference with the work contemplated under the Contract Documents. By providing access to drawings or other records in its possession, the Owner makes no representations or guarantees as to the accuracy of such drawings or records.

(b) Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Bidding Sheet(s). Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or its assistants, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed by the Owner.

(c) The quantities of work or material stated in the unit-price items of the Bidding Sheet(s) are supplied only to give an indication of the general scope of the work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, but reserves the right to increase the amount of any unit-price item of the work by an amount up to and including twenty-five percent (25%) of any bid item(s), or to omit portions, or all of such work as may be deemed necessary or expedient by the Engineer without a change in the unit price. The Owner, likewise, reserves the absolute right to delete quantities of work or material which are the subject of "lump sum" bids.

(d) Bidders shall not at any time after the submittal of a bid make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit-price items or lump sum items of the Bidding Sheet(s).

I-10 EXECUTION OF CONTRACT

A bidder to whom award is made shall execute a written contract with the Owner on the form of Agreement provided in the Contract Documents, secure the payment of worker's compensation, furnish good and approved bonds as required in the following paragraph, provide evidence of insurance, and provide a financial statement of other information requested by Owner pursuant to the Contract Documents, all in accordance with the provisions hereof within ten (10) days (not including Sundays or holidays), or such additional time as may be allowed by the Owner, from the date the Owner mails notice to the bidder, at the address provided in the proposal, that their proposal has been accepted. The failure or refusal of a bidder to whom award is made to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to ascertain. In the event of such failure or refusal to comply with the requirements of the Contract Documents, the Bid Security shall become the property of the Owner as liquidated damages and not as a penalty, and the award will be annulled. At the discretion of the Owner, a new award may be made to the second lowest responsible bidder and such bidder shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made. A corporation to which an award is made shall be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation.

I-11 BONDS

(a) In conformance with the Notice Inviting Bids, a bidder to whom the contract is awarded shall, within the time specified in Section I-10 hereof, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said bidder of all covenants and stipulations in the Contract Documents. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be on the mandatory form included as a part of these Contract Documents, and shall be in an amount that is not less than one hundred percent (100%) of the total amount payable under the Contract Documents.

(b) Within the time specified in Section I-10 hereof, the bidder to whom the contract is awarded shall also furnish a Payment Bond, approved by the Owner, in accordance with the provisions of Titles 1 and 3, applicable, of Part 6 of Division 4 of the Civil Code of the

State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152 and 8154 and 9550-9560. Said Payment Bond shall be in a sum not less than one hundred percent (100%) of the total amount payable under the Contract Documents. The form of Payment Bond set forth in these Contract Documents is a mandatory form.

(c) Within the time specified in Section I-10 hereof, the bidder to whom the contract is awarded shall also furnish a Maintenance & Guarantee Bond, approved by the Owner, in accordance with the provisions of Titles 1 and 3, applicable, of Part 6 of Division 4 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152 and 8154 and 9550-9560. Said Maintenance and Guarantee Bond shall be in a sum not less than ten percent (10%) of the total amount payable under the Contract Documents. The form of Maintenance and Guarantee Bond set forth in these Contract Documents is a mandatory form. Instead of providing such a Bond as described above, the Contractor may, at his option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until expiration of the guarantee.

(d) The surety or sureties on all bonds furnished must be satisfactory to the Owner. The bidder to whom the contract is awarded shall provide copies of the surety insurer's most recent annual and quarterly statement filed with the California Department of Insurance, and a certified copy of the Certificate of Authority issued by the Department of Insurance. Any power of attorney provided, evidencing the authority of the person executing the bonds to bind the surety, shall be an unrevoked power, and shall be an original or a certified copy of the original. If during the continuance of the contract any of the sureties in the sole discretion of the Owner are or become insufficient, the Owner may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within fifteen (15) days after written notice, and in default thereof the contract may be suspended and the work completed as provided in the General Conditions. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at their own cost and expense.

I-12 LIABILITY INSURANCE

(a) A bidder to whom the contract has been awarded shall furnish to the Owner a policy or certificate of protective liability insurance in which the Owner and the Owner's Engineer shall be named as additional insureds with the bidder. The policy shall insure the Owner and the Engineer and each of their officers, employees, agents and volunteers as additional named insureds; the bidder, its employees and its subcontractors and each of their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the Work to be performed and shall remain in full force and effect until the Work is accepted by the Owner. The bidder shall also provide such additional named insured endorsements [Insurance Services Office (ISO) Form Number CG 2010 or equivalent] as may be required by the Owner, in the Owner's sole discretion.

The Owner, and the Engineer and each of their directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded the additional insureds.

(b) The above-referenced insurance policy (or policies) shall be furnished at the bidder's expense, in a form and with insurance companies authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by the Owner. If Best's is no longer published, comparable ratings must be provided from a service acceptable to Owner. Such insurance, in addition to the multiple additional named insured endorsements set forth above, shall be commercial general liability insurance in the amounts set forth below, and shall contain additional endorsements as follows: (i) Providing blanket contractual liability coverage for the bidder's indemnification obligations to Owner and others pursuant to the Contract Documents; (ii) Providing coverage for explosion, collapse, underground excavation and removal of lateral support; (iii) Providing that the insurance may not be canceled or reduced until 30 days after the Owner and its Engineer have actually received written notice of such cancellation or reduction; (iv) Providing "cross liability" or "severability of interest" coverage for all insureds under the policy or policies; and (v) Providing that any other insurance maintained by Owner, the Engineer or any other named insured is excess insurance, and not contributing insurance with the insurance required herein. The amount of coverage shall be no less than the following:

- (1) General bodily injury and property damage—\$2,000,000 per occurrence.
- (2) Automobile bodily injury and property damage—\$2,000,000 per occurrence, including owned, non-owned and hired autos, and providing coverage for loading and unloading.

The bidder shall, within the time specified in Section I-10 hereof, file with the Owner evidence of insurance from an insurer or insurers certifying to the coverage of all required insurance. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate(s) of insurance (Accord Form 25-S or equivalent) reflecting the existence of the required insurance. If required by the Owner, the bidder shall furnish a complete copy of the policy or policies, and all endorsements thereto. Commercial general liability insurance must include Owner's and Contractor's Protective Coverage, Products—Completed Operations Coverage, Premises—Operations Coverage, and must provide for coverage of Owner's facilities during the course of construction. Notwithstanding the foregoing, bidder is not hereby required to provide insurance with respect to liability for damages resulting solely from error or omission in design which is not due to or contributed to by negligence or fault of the contractor, its subcontractors, agents, employees or officers.

I-13 ASSIGNMENT OF CONTRACT—The Contractor shall not assign the Contract Documents or any part thereof, or any funds to be received, without the prior written approval of both the Owner and Surety. Notwithstanding the foregoing, and to the extent permitted by law, Owner has the absolute right to refuse, on any ground or no grounds, any and all assignments or attempted assignments of the Contract Documents or of any rights to payment pursuant thereto.

I-14 NON-COLLUSION AFFIDAVITS—In accordance with the provisions of Section 7106 of the Public Contract Code, each bidder shall execute and submit with their bid a Non-Collusion Affidavit in the form attached to the Proposal. Additionally, the principal contractor shall secure from each proposed subcontractor a Non-Collusion Affidavit in the form attached to the Agreement.

I-15 FINANCIAL STATEMENT—In the course of evaluating the capacity and competence of a bidder to perform the Work, the Owner may require any bidder to furnish a recent statement of their financial condition or such other evidence of their qualifications as may be requested by the Owner. If a bidder fails to promptly furnish the information requested, it shall be considered sufficient grounds for rejection of such bidder's entire bid.

PROPOSAL

BURMA ROAD WATER MAIN REPLACEMENT PROJECT

Date: _____

TO THE PICO WATER DISTRICT:

The undersigned hereby proposes to perform all work for which a contract may be awarded them and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the following work: **"Burma Road Water Main Replacement Project"** (the "Work"); and they further propose and agree that, if this Proposal is accepted, they will contract in the form and manner stipulated to perform the Work called for by the other Contract Documents, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and that they will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, as defined in Section 2.3 of the General Conditions, including, but not limited to, the bid quantities, any specifications regarding materials to be used, the contract provisions relating to payment for extra work and the procedures for seeking extensions of time;
2. The undersigned, by investigation at the site of the Work, by review of any records available for inspection at the offices of utilities in the area affected by the Work, at any applicable public works departments, and otherwise, is satisfied as to the nature and location of the Work and is fully informed as to all conditions and matters which can in any way affect the Work or the cost thereof, including the location of all underground facilities in the area affected by the Work;
3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Proposal and further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Proposal;
4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after Owner's notice of acceptance of this Proposal; and further that this Proposal may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof, notwithstanding the award of contract to another bidder.
5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person,

firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. In conformance with current statutory requirement of the Labor Code of the State of California, the undersigned certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Sheet(s) upon which award of contract will be made.

The undersigned bidder declares that the license held by them is theirs, is current and valid, and is in a classification appropriate to the work to be undertaken.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at _____, California.

Dated _____ 2021

Bidder: _____

By: _____

Title: _____

Bidder's Address:

Telephone No.: _____

Facsimile No.: _____

(Corporate Seal or Notarial Acknowledgements
Of Signature – If partnership or proprietorship)

Corporation organized under the laws
of the State of _____

Contractor's License(s): _____

Expiration Dates: _____

Surety or sureties: _____

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT IS FILED WITHIN THREE 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.

BID SCHEDULE

Name of Bidder _____

The undersigned, having examined the proposed Contract Documents, Plans and Specifications for the Burma Road Water Main Replacement Project, having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents. A list of materials that will be furnished by the Pico Water District for this project is included in Appendix A of these Specifications. All Pico Water District furnished materials will be located at the District Yard, and Contractor shall be responsible for all handling, pick-up and transportation to the project site for installation.

<u>BID SCHEDULE</u>					
BURMA ROAD WATER MAIN REPLACEMENT PROJECT BASE BID					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization (5% Maximum)	1	LS	\$	\$
2	Install 8" D.I.P. Class 350 Waterline per PWD Std. Dwg. No. S-25 (Modified per Plan)	374	LF	\$	\$
3	Install 8" M.J. Class 350 Resilient Wedge Gate Valve with Valve Box and Cover Per PWD Std. Dwg. No. W-8	3	EA	\$	\$
4	Install 8" D.I.P. Class 350 Bend (Angle per Plan) (M.J. x M.J.) with Thrust Block per PWD Std. Dwg. No. W-17	3	EA	\$	\$
5	Install 8" DIP Class 350 Tee & Thrust Block per PWD Std. Dwg. No. W-17	1	EA	\$	\$
<u>BID SCHEDULE</u>					

BURMA ROAD WATER MAIN REPLACEMENT PROJECT BASE BID (continued)					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6	Install 6" D.I.P. Class 350 Waterline per PWD Std. Dwg. No. S-25 (Modified per Plan)	669	LF	\$	\$
7	Install 8"X6" DIP Class 350 Tee & Thrust Block per PWD Std. Dwg. No. W-17	2	EA	\$	\$
8	Install 6" M.J. Class 350 Resilient Wedge Gate Valve with Valve Box and Cover Per PWD Std. Dwg. No. W-8	2	EA	\$	\$
9	Remove Existing and Install New 1" Service & Meter Box and Connect to Existing Meter or to a New Meter (District Supplied) & Join Customer Service Line per PWD Std. Dwg. No. W-19	22	EA	\$	\$
10	Remove Existing and Install New 2" Service & Meter Box and Connect to Existing Meter or to a New Meter (District Supplied) & Join Customer Service Line per PWD Std. Dwg. No. W-20A	4	EA	\$	\$
11	Furnish & Install 4" Manifold Assembly per PWD Std. Dwg. No. W-38	1	EA	\$	\$
12	Remove Existing and Join Exist. 8" PVC Pipe with Adaptor per Detail A on Sheet 3	1	EA	\$	\$

<u>BID SCHEDULE</u>					
BURMA ROAD WATER MAIN REPLACEMENT PROJECT BASE BID (continued)					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
13	Install Fire Hydrant per PWD Std. Dwg. No. W-10	2	EA	\$	\$
14	Furnish & Install 2" Blowoff Assembly per PWD Std. Dwg. No. W-13	2	EA	\$	\$
15	Furnish & Install Air/Vacuum Release Assembly per PWD Std. Dwg. No. W-14	2	EA	\$	\$
16	Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants per PWD Requirements (See Sheet 2 of Plans)	1	LS	\$	\$
17	Install 6" D.I.P. Class 350 Bend (Angle per Plan) (M.J. x M.J.) with Thrust Block per PWD Std. Dwg. No. W-17	1	EA	\$	\$
18	Traffic Control	1	LS	\$	\$
19	Pothole Existing Utilities	1	LS	\$	\$
20	Pressure Testing and Disinfection	1	LS	\$	\$

TOTAL BASE BID (in figures) \$ _____

TOTAL BASE BID (in words) _____

Alternative Bid Items: Contract award shall be to the lowest responsible bidder whose bid is the lowest TOTAL BASE BID amount. Should the Pico Water District authorize the inclusion of the Alternate Bid Item, the amount of the contract award shall be specified as the Total Alternative Bid Amount, exclusively at the discretion of the Pico Water District.

<u>ALTERNATE BID ITEMS</u>					
BURMA ROAD WATER MAIN REPLACEMENT PROJECT					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ALTERNATE BID ITEM- In lieu of Bid Items 2 and 6					
2A	Install 8" C-900 PVC Waterline per PWD Std. Dwg. No. S-25 (Modified per Plan)	374	LF	\$	\$
6A	Install 6" C-900 PVC Waterline per PWD Std. Dwg. No. S-25 (Modified per Plan)	669	LF	\$	\$
TOTAL ALTERNATE BID – Including Substitution of Bid Items 2A & 6A, and excluding Bid Items 2 & 6 (in Figures)				\$	
TOTAL ALTERNATE BID – Including Substitution of Bid Items 2A & 6A and excluding Bid Items 2 & 6 (in Words)					

- NOTES:
1. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
 2. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is signed by the Contractor and attached herewith.
 3. The price bid shall include all State, Federal and other taxes applicable to the project and shall be a firm offer for a period of 45 days after the date of bid opening.
 4. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contractor.
 5. Bid Items 2A is an Alternate Bid Item to be substituted for Bid Item 2, in the Total Alternative Bid amount.
 6. Bid Item 6A is an Alternate Bid Item to be substituted for Bid Item 6, in the Total Alternative Bid amount.
 7. * indicates bid item which may or may not be used.

Respectfully submitted:

Signature

Address

Title

Date

Contractor's License Number

Date of Expiration

(Seal – If Bid is by a Corporation)

Attest

Amount of Certified Check of Bidder's Bond

Name of Bonding Company

Bond No. _____

BIDDER'S BOND

BURMA ROAD WATER MAIN REPLACEMENT PROJECT

(NOTE) The following is to be used in case cash, cashier's check or certified check accompanies bid. Accompanying this proposal is a certified check or cashier's check payable to the order of the PICO WATER DISTRICT, or cash in the amount of _____ Dollars (\$ _____). The proceeds of the same shall become the property of said Pico Water District. If, in case this proposal shall be accepted by the Pico Water District, through the District Board of Directors, the undersigned shall fail to execute a contract with and furnish the sureties required by the Pico Water District within the required time; otherwise, the same is to be returned to the undersigned.

Bidder

(NOTE) If the bidder desired to submit bond with proposal instead of certified check, cashier's check, or cash, have the following form executed.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as principal;

Residence Address _____ Phone _____

Business Address _____ Phone _____

and _____

_____ a duly authorized corporate surety;

Business Address _____ Phone _____

_____ are

held and firmly bound unto the Pico Water District, situated in the State of California in the sum of _____

_____ Dollars, (\$ _____) for the payment of

which sum, well and truly to be made, we bind ourselves and each of our heirs, successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal _____ about to hand in and submit to the Board of Directors of the Pico Water District, the foregoing bid or proposal, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the notice of advertisement attached to said bid or proposal.

NOW, THEREFORE, if the said bid or proposal of the said principal shall be accepted, and the

work awarded to _____ thereupon by said Pico Water District and if the principal _____ shall fail or neglect to enter into a contract therefore within the required time, and to execute adequate bonds to the satisfaction of the Pico Water District with a duly authorized corporate surety conditioned for the faithful performance of such contract and the case required by statute, then in that case the undersigned obligators will pay the

_____ Dollars (\$ _____)
as liquidated damages for such failure and neglect.

WITNESS our hands this _____ day of _____, 20__.

Principal

Corporate Surety

All signatures must be notarized. Attach principal and surety acknowledgements hereto.

IMPORTANT – companies executing BONDS must appear on the Treasury Department’s most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

Bond No. _____

BOND NO. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, PICO WATER DISTRICT (hereinafter referred to as "District") has awarded to _____ (hereinafter referred to as the "Contractor") an agreement for **BURMA ROAD WATER MAIN REPLACEMENT PROJECT** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees incurred by the District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty

workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety, and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

Surety

By: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety and
Agent or Representative for service
of process in California)

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

BOND NO. _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, PICO WATER DISTRICT (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20__, has awarded to _____ (hereinafter designated as the "Principal"), a contract for the work described as follows: **BURMA ROAD WATER MAIN REPLACEMENT PROJECT** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

Surety

By: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney)

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

Individual

Corporate Officer

Title(s)

Title or Type of Document

Partner(s)

Limited

General

Number of Pages

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ Individual

☐ Corporate Officer

Title(s)

Title or Type of Document

☐ Partner(s)

Limited

General

Number of Pages

☐ Attorney-In-Fact

☐ Trustee(s)

☐ Guardian/Conservator

☐ Other:

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

INFORMATION REQUIRED OF BIDDER

EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. **Failure to comply with this requirement will render the proposal informal and may cause its rejection.** Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

Equipment/Material

Manufacturer/Supplier

INFORMATION REQUIRED OF BIDDER

SITE INSPECTION -- Describe when, by whom, and in what manner (a) the site for this proposed work was inspected (NOTE: Failure to demonstrate diligent effort in ascertaining local conditions which may affect the Work will render this Proposal informal or nonresponsive and may result in its rejection):

[illegible]

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number(s), Type(s) and Expiration Date(s): _____

Expiration Date: _____

Name of Individual Contractor (print or type): _____

Signature of Owner: _____

Business Address: _____

or

Name of Partnership or Firm: _____

Business Address: _____

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

Signed: _____ Name: _____

Title: _____ Address: _____

Signed: _____ Name: _____

Title: _____ Address: _____

Signed: _____ Name: _____

Title: _____ Address: _____

or

Name of Corporation: _____

Business Address: _____

Corporation organized under the laws of the State of _____

SEAL

Signature of the President of Corporation

Signature of Secretary of Corporation

NOTE: CURRENT COPIES OF ALL APPLICABLE LICENSES MUST BE ATTACHED TO THIS PROPOSAL.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

LIST OF SUBCONTRACTORS

The bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California.

Subcontractors must be listed if they will provide work, labor or service in an amount in excess of one-half (1½) of one percent (1%) of the total bid.

THAT PORTION OF THE WORK TO BE PERFORMED BY SUBCONTRACTORS SHALL, IN THE AGGREGATE, NOT EXCEED 40% OF ALL WORK PERFORMED, BASED UPON THE TOTAL DOLLAR VALUE OF THE WORK.

[illegible]

NON-COLLUSION AFFIDAVIT

34

AGREEMENT

Burma Road Water Main Replacement Project

THIS AGREEMENT, made and entered into this ____ day of _____ in the year 20____ by and between Pico Water District, a public corporation organized and existing under the provisions of the Water Code of the State of California, hereinafter referred to as "Owner," and _____, hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined in the Notice Inviting Bids, are hereby incorporated in and made a part of this Agreement as though fully set forth herein.
2. In consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to construct the **Burma Road Water Main Replacement Project**, as specifically set forth in said Contract Documents for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer.
3. The Contractor shall provide for payments on all required insurance policies and shall obtain all necessary permits and licenses. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated in this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for completing the Work within the time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer, the Owner shall pay, and the Contractor shall receive in full compensation therefor, the prices set forth in the accepted Proposal. The total compensation to be paid shall be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Sheet(s) for completion of the Work. All time limits stated in the Contract Documents are of the essence of this Agreement.
4. The Owner agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.

5. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner. The Work under this Agreement shall be completed to the approval and entire satisfaction of the Owner and its Engineer.

6. To the fullest extent permitted by law, the Contractor shall immediately defend and indemnify and hold harmless the Owner, and its Engineer and their respective directors, officers, employees, agents and volunteers, and each of them from and against:

a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including, the Owner, the Engineer, and/or the Contractor, or any of their directors, officers, employees, agents or volunteers, and damages to or destruction of property of any person, including but not limited to, the Owner, the Engineer and/or the Contractor and any of their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, however caused, regardless of any negligence of the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the Owner, its Engineer, or any of their directors, officers, employees, agents or volunteers; upon tender by the Owner, Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such claims, suits, actions or other legal proceedings of every kind that may be brought or instituted against Owner, its directors, officers, agents, employees or volunteers, notwithstanding whether Contractor's liability is or can be established.

b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers.

Contractor's obligation to indemnify shall survive the termination or completion of the Work for the full period of time allowed by law and shall not be restricted by the insurance requirements of these Contract Documents or to insurance proceeds, if any, received by the Owner, or its directors, officers, employees, agents or volunteers.

Contractor's defense and indemnity obligation herein includes, but is not limited to, damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.

Contractor shall reimburse the Owner, its Engineer or any of their directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Section I-12 of the Instructions to Bidders, entitled LIABILITY INSURANCE, and the General Provisions, entitled CONTRACTOR'S INSURANCE, for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Owner, its Engineer or any of their directors, officers, employees, agents and/or volunteers.

7. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

8. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.

9. This Agreement constitutes the entire Agreement of the parties and no amendment or modification of its terms is binding except by written amendment approved by the parties.

10. This Agreement shall be governed by the laws of the State of California. Venue for all purposes shall be deemed to lie within Los Angeles County, California.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

By: _____
Its _____
[TITLE]

By: _____
Its _____
[TITLE]

"CONTRACTOR"

License No(s) _____
Expiration Date(s) _____

By: _____
Its _____
[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor. If not previously provided, with this Agreement, Contractor shall provide to Owner fully executed versions of the Payment Bond (Labor and Material), Performance Bond, Maintenance & Guarantee Bond and Non-Collusion Affidavit(s).

NOTICE TO PROCEED

Burma Road Water Main Replacement Project

TO:

FROM: Board of Directors
Pico Water District

Notice is hereby given that you are authorized and directed to proceed with the following project in accordance with the Contract Documents:

BURMA ROAD Water Main Replacement Project

These documents have been received and are on file with the Secretary of the Pico Water District:

Proposal completed correctly & timely submitted	[]
The Agreement, fully executed	[]
Payment Bond (100%)	[]
Faithful Performance Bond (100%)	[]
Maintenance & Guarantee Bond (100%)	[]
Worker's Compensation Insurance Certificate	[]
Liability Insurance Policy or Certificate, with Endorsements	[]
Public Works Contractor Registration Certification	[]
Non-Collusion Affidavits	[]
Encroachment Permit	[]

A copy of the Award of Contract has been submitted by this Owner via on-line transmission to the California Division of Apprenticeship Standards, Department of Industrial Relations.

Under the terms of the Contract Documents, work is to start within fifteen (15) calendar days after the date set forth below and is to be completed within the time set forth in the Special Provisions.

PICO WATER DISTRICT

Date: _____

By: _____

Title: _____
Mark J. Grajeda, General Manager

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
PICO WATER DISTRICT
4843 S. Church Street
Pico Rivera, California, 90660**

6:00 P.M. Thursday, April 8, 2021

AGENDA

7. ACTION/DISCUSSION ITEMS.

- C. Consider Bid Proposals for the 2020 Urban Water Management Plan & America's Water Infrastructure Act – Risk and Resilience Assessment Report and Emergency Response Plan. *Recommended Action – That the Board approve the proposal by Stetson Engineering Inc.*

STAFF REPORT

To: Honorable Board of Directors

From: Mark Grajeda, General Manager

Meeting Date: April 8, 2021

Subject: Action/Discussion Item 7C – Consider Bid Proposals for the 2020 Urban Water Management Plan & America’s Water Infrastructure Act – Risk and Resilience Assessment Report and Emergency Response Plan

RECOMMENED MOTION

To be considered at the Board Meeting.

FISCAL IMPACT

In the Capital Improvement Projects Budget \$50,000 was set aside to perform these reports.

BACKGROUND

The California Urban Water Management Planning Act (UWMPA) was established in 1983 as a means of requiring urban water suppliers to plan their future needs of water requirements and to plan for potential drought conditions. The UWMPA requires that every urban retail water supplier that directly provides potable municipal water to more than 3,000 end users or supplies more than 3,000 acre-feet of potable water annually must submit an Urban Water Management Plan (Plan) every five years. There is no penalty for not submitting a Plan, however the State will not provide any grant funding to any water supplier who is required to submit a Plan and does not. The Plan is required to be updated every five years and for the District this Plan is due on July 1, 2021. The Plan consists of many sections requiring substantial work by a consulting firm; water demand, supply forecasting, water reliability analysis, and water conservation planning and analysis.

The America’s Water Infrastructure Act (AWIA) was passed in 2018 and requires water systems which serve a population of less than 50,000 people to submit a certification to the United States Environment Protection Agency (USEPA) no later than June 30, 2021 of their Risk and Resilience Assessment (RRA) and within six months of this assessment being completed to also provide an Emergency Response Plan (ERP) to the USEPA.

On October 7, 2020 the Board considered setting a budget of \$65,000 to have a consultant perform all three needed reports. However, working with the Public Water Agencies Group (PWAG) we were required to first have the Group's consultant Claris Strategy perform a preliminary report on the District's vulnerability, that preliminary report is now completed and it is time for the District to perform the full required reports. The District solicited a request for proposals from Civiltec Engineering, Risk Management Professionals and Stetson Engineering. The following is the response received:

Civiltec Engineering	Did not provide a formal proposal;
Risk Management Professionals	Did not provide a formal proposal
Stetson Engineering Inc	Proposed a not-to-exceed \$63,300

Staff recommendation, that the Board approve the proposal by Stetson Engineers Inc., to perform all three reports in a timely manner and for a not-to-exceed amount of \$63,300. Stetson Engineering performed the District's 2015 UWMP; they did a very good job, on time and within budget. In the 2021 Pico Water District Approved Budget staff budgeted \$50,000 to perform these reports.



PICO WATER DISTRICT

REQUEST FOR PROPOSALS

2020 URBAN WATER MANAGEMENT PLAN & AMERICA'S WATER INFRASTRUCTURE ACT- RISK AND RESILIENCE ASSESSMENT REPORT AND EMERGENCY RESPONSE PLAN

Proposal Due Date - Tuesday April 6, 2021 at 12:00 p.m.

INTRODUCTION

The Pico Water District ("District") is requesting proposals from qualified civil engineering consultants to provide the District with the following reports:

- 2020 Urban Water Management Plan ("Plan") in accordance with the Urban Water Management Planning Act ("Act") as cited in the California Water Code sections 10610 – 10656, including all current applicable state guidelines;
- 2020 Risk and Resilience Assessment Report and Develop an Emergency Response Plan as called out in the "America's Water Infrastructure Act (AWIA);

The 2020 Urban Water Management Plan shall include: a description and evaluation of water supply sources, efficient uses of water, demand management measures, implementation strategy and schedule, and any other relevant information and programs required. Specific information required by the Act is cited in the Guidebook to Assist Water Suppliers in the Preparation of the 2015 Urban Water Management Plan (the "Guidebook") prepared by the California Department of Water Resources. The 2020 Risk and Resilience Assessment Report and Emergency Response Plan should address those aspects as called out by AWIA.

Please acknowledge receipt of this RFP via e-mail if you intend to bid. Please provide contact information for your firm to ensure communication of any addenda or other applicable changes. District contact information is provided at the end of this RFP in the section titled Proposal Format Content.

BACKGROUND

The District was formed in 1926 as a County Water District. Today the District serves a population of approximately 24,000 thru 5400 service connections. The District receives all of its water from District owned and operated groundwater wells.

The District's water service area encompasses 2.29 square miles inside the City of Pico Rivera and is located north of the Santa Ana Freeway, south of the Pomona Freeway, east of the Rio Hondo River and west of the San Gabriel River. The District's water system consists of 5400 service connections, five (5) active and one (1) inactive well(s), one (1) 1.25-million-gallon concrete storage reservoir, three booster pumps, 58 miles of active water distribution mains ranging in size from 2 to 14 inches in diameter, and 450 fire hydrants. The District operates its entire distribution system within one pressure zone.

SCOPE OF SERVICES

The scope of work for this project consists of preparing three (3) separate reports, which include updating the District's 2015 Urban Water Management Plan (UWMP); preparation of a drinking water system Risk and Resilience Assessment (RRA); and preparation of an Emergency Response Plan (ERP) to meet requirements of Section 2013 of the America's Water Infrastructure Act of 2018 (AWIA).

ELEMENTS

Task 1: Project Schedule and Status Reports

Consultant shall submit an initial schedule with pertinent milestones for the major tasks involved in preparing the three Plan Reports, to result in adoption of the Plans as soon as possible and as closely in compliance with July 2021 adoption of the UWMP and RRA. The schedule shall be updated periodically, as reasonably required by the District. Consultant shall submit a Project schedule and monthly status report with its monthly billings.

Task 2: Meeting

Consultant's representative and District staff shall meet not less than once per month during preparation of the respective Plans. Consultant shall assign appropriate staff to attend meetings with District staff and assist in arranging for appropriate public agencies, water suppliers, and water management agencies to attend these meetings. Consultant shall submit a copy of the meeting agenda to District staff in advance of the meeting (at least three days) and shall take minutes of all meetings and get District staff approval of the minutes before finalizing.

Task 3: Data Collection and Review

Research, identify and review existing data that is available. This includes:

- Maps
- Researching District provided reports and plans including the latest Water System Master Plan(s) and 2015 Urban Water Management Plan(s);
- Gathering information required by the Act, including information from other agencies and companies, if necessary or required;
- Reviewing local City and County general plans, as applicable;
- Reviewing Central Basin Municipal Water District's 2015 UWMP;
- Review of the District's 2004 Vulnerability Assessment;

Task 4: Preparation of 2020 Urban Water Management Plan(s)

Follow the most up-to-date Department of Water Resources guidelines and include the following:

- Coordination of plan with other agencies;
- Demographic information with a 25 year projection
 - Population
 - Climate
 - Housing density, development, and income levels etc.
- Water Sources
 - Current and planned surface water supplies
 - Groundwater supplies
 - ♦ Pumping Rights
 - ♦ Amount of Groundwater Pumped
 - ♦ Amount of Groundwater Projected to be Pumped
- Reliability of Supply
 - Supply reliability in acre feet/year
 - Basis of water year data
 - Factors resulting in inconsistency of supply
- Water Transfer and Exchange Opportunities
- Water Use by Customer Type Using a 25-year Projection
 - Sales to other agencies
 - Additional water uses and losses
 - Total water uses
- Demand Management Measures
 - Measurement of 14 Best Management Practices as established by the California Urban Water Conservation Council
 - ♦ Evaluation of Demand Management Measures not implemented
 - ♦ Planned water supply projects and programs
 - ♦ Current or projected supply
 - ♦ Water shortage contingency plan
 - ♦ Recycled water plan
 - ♦ Water quality impacts on reliability
 - ♦ Water service reliability
 - ♦ Address SBX7-7

Task 5: Risk and Resilience Assessment

Consultant shall complete a Risk and Resilience Assessment (RRA) that complies with the requirements set forth by Section 2013 of the AWIA, such as:

- Physical Infrastructure: Physical Security Vulnerabilities and Other Vulnerabilities;
- Financial Systems;
- Cybersecurity;
- Operations and Maintenance;
- Chemical Operations;

The selected Consultant shall develop and submit a draft RRA to the District for review and comment. After approval of the finalized document, the Consultant shall draft and submit the Certification Letter for District review and comment by date agreed upon.

Consultant shall be responsible to submit the District-approved RRA Certification Letter to the U.S. EPA no later than date agreed upon.

Task 6: Emergency Response Plan

Consultant shall prepare an Emergency Response Plan (ERP) that complies with the requirements set forth by Section 2013 of the AWIA. It shall include:

- AWIA Requirements
- State Regulations, Standards and Guidelines
- Federal Regulations, Standards and Guidelines
- Industry Best Practices
- ERP Key Component Checklist

The selected Consultant shall develop and submit a draft ERP to the District for review and comment. After approval of the finalized document, the Consultant shall draft and submit the Certification Letter for District review and comment by date agreed upon.

Consultant shall be responsible to submit the District-approved ERP Certification Letter to the U.S. EPA no later than date agreed upon.

Task 7: Submittals

- An electronic copy of the first review of the report shall be provided along with five (5) hard copies for review by date agreed upon;
- Final Draft Reports - an electronic copy of the final draft report shall be provided along with 7 hardcopies for review by date agreed upon;

- Final Report – an electronic copy of the final report in both PDF and Word Format and 7 hard copies;

Final submittal shall be signed by the Consultant's Project Manager to certify accuracy and completeness of the Plans.

EVALUATION PROCESS AND SELECTION CRITERIA

The criteria for selection will be based on, but not limited to, the following:

- The firm's experience and capability to complete all aspects of the work, stability, and past performance on similar projects;
- Experience and qualifications of personnel assigned to this project and their availability;
- References from clients with similar projects;
- The quality of the proposed project approach, understanding of the project, scope, value-added, manner and thoroughness in which it is presented in the proposal;
- Price proposal (including expenses);
- The District reserves the right to reject all proposals;
- The District reserves the right to retain all proposals submitted and use any idea set forth in a proposal, regardless of whether the proposal is selected;

GENERAL REQUIREMENTS

The chosen Consultant shall be responsible for completing the specified services in accordance with the "Professional Services Agreement," which will be prepared by the District, a copy of which is enclosed for your review. Services specified in this agreement shall be taken directly from the Consultant's accepted proposal and from this "Request for Proposal," if applicable.

PROPOSAL FORMAT AND CONTENT

Proposal should contain, at a minimum, the following:

- **Cover Letter.**
A principal of the firm authorized to commit the firm to the proposal must sign the letter.
- **Overview of Consultant Team.**
Briefly describe the consultant or consultant team, including history, general capabilities, financial strength, and area of practice.
 - **Approach.**
Present the firm's understanding of the key issues and its overall approach.
 - **Scope.**
Describe how the consultant will complete the specified tasks, any modifications thereto, the products to be expected, and a schedule.

- **Project Organization.**
Describe the consultant's key project team members, the qualifications of each team member of their assigned task, and the consultant's project management program.
- **Experience.**
Present the consultant's experience directly applicable to the proposed scope of work.
- **Resumes.**
Provide resumes of all key staff members. Identify those staff that would have primary responsibility for the project management and development.
- **Other Material.**
Include other relevant material that the consultant may wish to submit. Supplemental material should be compiled separately as an appendix to the Proposal. This material may include examples of similar like-type studies.
- **Fee.**
Provide the proposed consultant's fee schedule and estimated project costs.

PROPOSAL SUBMITAL DATE

All proposals are to be submitted no later than Tuesday April 6, 2021 at 12:00 p.m., in a sealed envelope marked:

**2020 URBAN WATER MANAGEMENT PLAN & AMERICA'S WATER
INFRASTRUCTURE ACT – RISK AND RESILIENCE ASSESSMENT
REPORT AND EMERGENCY RESPONSE PLAN**

Attention: Mark Grajeda
General Manager
Pico Water District
P.O. Box 758
4843 S. Church St.
Pico Rivera, CA 90660
msgrajeda@picowaterdistrict.net
(562) 692-3756 Office
(562) 695-5627 Fax

Proposals will be publicly opened at 12:00 PM on Tuesday April 6, 2021, at the office of Pico Water District 4843 S. Church Street, Pico Rivera, CA. Should you have any questions, please contact Mark Grajeda.



PROFESSIONAL SERVICES AGREEMENT

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement," is made and entered into this ___ day of April, 2021, by and between Pico Water District, a county water district organized and existing under the provisions of the California Water Code ("District"), (hereinafter referred to as "District"), and _____, Inc., hereinafter referred to as ("Engineer").

2. RECITALS

- 2.1 District requires professional engineering services related to _____, as outlined in _____ proposal dated _____, 2021, as attached hereto as Exhibit A and incorporated herein by this reference (the "Services").
- 2.2 Engineer has demonstrated the ability to provide the Services.
- 2.2. District and Engineer desire to enter into a contract for Engineer to provide the Services, as directed by the District and subject to the terms and conditions of this Agreement.

3. AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants hereinafter contained, it is mutually agreed as follows:

- 3.1 District hereby retains Engineer to perform the Services in accordance with Engineer's proposal dated _____, 2021, attached hereto as Exhibit A, for a not-to-exceed amount of \$_____. Engineer agrees to perform the Services in a timely and professional manner and with due diligence. Notwithstanding anything to the contrary in this Agreement, in performing the Services, Engineer shall perform the Services to the standard of care of a reasonable engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Engineer.
- 3.2 Engineer, at its sole cost, shall procure and maintain at all times while this Agreement is in effect: (a) statutory Workers' Compensation Insurance coverage together with employer's liability coverage of \$1 Million, (b) General Liability Insurance (insuring against bodily injury and property damage) with a minimum coverage of \$1 Million for each occurrence and a \$2 Million aggregate, and naming the District as an additional insured, (c) Professional Liability Insurance appropriate to the Engineer's profession providing coverage for loss, damage or injury arising out of professional acts, errors or omissions in the amount of \$1,000,000 per claim, and (d) Automobile Liability Insurance with a minimum coverage of

\$1 Million per accident for bodily injury and property damage. The District shall be named as additional insureds on Engineer's General Liability and Automobile Liability Insurance policies.

The policy or policies of insurance so provided shall contain a contractual liability endorsement covering the liability assumed by Engineer by the terms of this Agreement. The above-referenced insurance policy (or policies) shall be furnished at Engineer's expense, in a form and with insurance companies authorized to do business in, and having an agent for service of process in, California and having an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by the District. If Best's is no longer published, comparable ratings must be provided from a service acceptable to District. Such insurance policies shall have provisions providing that insurance furnished thereunder shall be considered primary as to the Services with respect to any policies of insurance maintained by District. Engineer cannot cancel such policies without giving District thirty (30) days prior written notice.

Before performing any work, Engineer shall furnish certificates of insurance evidencing the foregoing insurance coverage.

3.3 Engineer shall indemnify and hold harmless the District, its elected Board, appointed officers, agents, and employees from and against any and all claims, demands, costs, expenses, losses, or liabilities in law or in equity, including, but not limited to injury to or death of any person, and damages to or destruction of property of any person, to the extent caused by:

- a. The wrongful misconduct or negligent acts, errors or omissions of Engineer, so long as such claims, demands, costs, expenses, losses or liabilities do not result from the gross negligence or willful misconduct of District or any of its directors, officers, employees, agents, or volunteers, provided that if such claims, demands, costs, expenses, losses or liabilities arise from the gross negligence of the District or any of its directors, officers, employees, agents or volunteers (other than its or their sole negligence), then Engineer's obligation hereunder shall be allocated in accordance with comparative negligence principles under California law; or
- b. The violation of governmental laws or regulations, compliance with which is the responsibility of Engineer.

Engineer shall pay and satisfy any judgment, award, or decree that is rendered against District or any of its directors, officers, employees, agents, or volunteers in any such suit, action, or other legal proceeding, but only to the extent of Engineer's actual indemnity obligations under this Section 3.3.

Engineer shall reimburse District or any of its directors, officers, employees, agents, or volunteers for reasonable legal expenses and costs incurred by each of them in connection with any claim, demand, cost, expense, loss, or liability in law or in equity for which Engineer has an actual indemnity obligation under this Section 3.3.

Engineer's obligation to indemnify shall not be limited to insurance proceeds, if any, received by District or any of its directors, officers, employees, agents, or volunteers.

- 3.4 District shall have the right to terminate this Agreement at any time upon seven (7) days' written notice to Engineer. In the event of a material breach of the Agreement by Engineer, the District shall provide the Engineer with written notice of the breach and provide Engineer with an opportunity over the seven (7) days following delivery of that written notice in which Engineer may cure that breach. In the event of such termination, District shall compensate Engineer through the termination date for the Services actually performed hereunder in accordance with the rates set forth in Engineer's proposal attached hereto as Exhibit A. Engineer shall have the right to terminate this Agreement upon District's material breach of this Agreement, provided that Engineer has given the District written notice of such breach and District fails to cure that breach within fourteen (14) days of receipt of that notice.
- 3.5 District shall pay Engineer the compensation on a time and materials basis in accordance with the rates specified in Engineer's Fee Proposal included in Exhibit A, District will make payments to Engineer within forty-five (45) days of receipt of Engineer's invoice. Any work to be completed by Engineer in addition to the Services described in Exhibit A must be authorized by the District in writing, and the District agrees to consider any such request for additional services in good faith.
- 3.6 This Agreement shall not be assigned by Engineer without the written consent of District.
- 3.7 Engineer shall not discriminate against any employee or applicant for employment because of race, sex/gender (including pregnancy, childbirth or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam or other veteran status, military service, religion, age, medical condition, marital status, ancestry, or sexual orientation, gender identity and gender expression, or any other protected class under state or federal law.
- 3.8 District will make available to Engineer such materials from its files as may be required by Engineer to perform the Services. Such materials shall remain the property of the District while in Engineer's possession. Upon termination of the Agreement or completion of the Services under the Agreement, Engineer shall turn over to the District any District property or materials in its possession and any calculations, notes, reports, electronic files or other materials prepared by Engineer in the performance of the Services.
- District may utilize any material prepared or work performed by Engineer in any manner, which District deems proper without additional compensation to Engineer. Engineer shall have no responsibility or liability for any revisions, changes or corrections made by District or any use or reuse pursuant to this paragraph unless Engineer accepts such responsibility in writing.
- 3.9 Written notices shall be deemed to have been given when mailed by a party by the United States mail, postage prepaid, addressed to the parties to this Agreement at their established principal place of business, sent by nationally-recognized overnight courier, or sent by e-mail with telephonic confirmation.
- 3.10 At all times during the term of this Agreement, Engineer shall be deemed to be an independent contractor and not an employee of District.

- 3.11 This Agreement contains the entire agreement between the parties hereto and supersedes any prior or concurrent written or oral agreement between said parties concerning the subject matter contained herein.
- 3.12 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- 3.13 If any provision of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision under other circumstances, shall not be affected thereby and shall remain valid and enforceable.
- 3.14 The signatories to this Agreement represent that they have the authority to execute this Agreement.
- 3.15 This Agreement has been prepared jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.
- 3.16 Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, governmental agencies, strikes, lockouts, or other industrial disturbances, acts or omissions of subcontractors, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics. If a party is so delayed, in whole or in part, such party will promptly notify the other party in writing, explaining the reason for the delay. In the event of a force majeure event the time of performance or cure will be extended, at a minimum, for period equal to the duration of the force majeure event.
- 3.17 This Agreement may be signed in counterparts and shall be deemed to be fully executed when so signed. This Agreement may be signed by electronic signatures or signatures transmitted by facsimile and such electronic or faxed signatures shall be as valid as an original "wet" signature.

The parties hereto have caused this Agreement to be duly executed by its authorized officers.

PICO WATER DISTRICT

By _____
Mark J. Grajeda, General Manager

Date _____

By _____
(Title)

Date _____

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
PICO WATER DISTRICT
4843 S. Church Street
Pico Rivera, California, 90660**

6:00 P.M. Thursday, April 8, 2021

AGENDA

7. ACTION/DISCUSSION ITEMS.

D. Discuss Potential Funding Options from Senator Bob Archuleta's Office.