

## BOARD MEETING PACKET

January 17, 2023

FAC Meeting at 5:00 pm  
Regular Meeting at 6:00 pm



**Cabazon Water District**  
14618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

## **FINANCE & AUDIT COMMITTEE MEETING**

### **AGENDA**

#### **Meeting Location:**

14618 Broadway St.  
Cabazon, CA 92230

#### **Teleconference:**

Dial-in #: 978-990-5321  
Access Code: 117188

#### **Meeting Date:**

Tuesday, January 17, 2023 – 5:00 PM

**CALL TO ORDER,**  
**PLEDGE OF ALLEGIANCE,**  
**ROLL CALL**  
**FINANCE & AUDIT COMMITTEE**

1. Discussion: Finance & Audit Committee Report
  - Balance Sheet
  - Profit and Loss Budget Comparison
  - Capital Detail
2. Finance & Audit Committee District Payables Review and Approval/Signing

### **PUBLIC COMMENT**

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. **Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))**

### **ADJOURNMENT**

#### **ADA Compliance Issues**

In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.



**Cabazon Water District**  
14618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

## **REGULAR BOARD MEETING**

### **AGENDA**

**Meeting Location:**

14618 Broadway St.  
Cabazon, CA 92230

**Teleconference:**

Dial-in #: 978-990-5321  
Access Code: 117188  
Email: [info@cabazonwater.org](mailto:info@cabazonwater.org)

**Meeting Date:**

Tuesday, January 17, 2023 – 6:00 PM

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**REMEMBRANCE OF OUR SERVICE MEN AND WOMEN**

**ROLL CALL**

**CONSENT CALENDAR**

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

**1. Approval of:**

- a. Finance and Audit Committee Meeting Minutes and Warrants of December 14, 2022
- b. Regular Board Meeting Minutes and Warrants of December 14, 2022
- c. Reaffirmation of Resolution 04-2021, declaring the continuation of virtual meetings due to COVID-19

**2. Warrants – None**

**3. Awards of Contracts – None**

**UPDATES**

1. Update: **CWD Operations Report  
(by GM Pollack)**

**OLD BUSINESS**

**NEW BUSINESS**

1. Discussion/Action: Award of Contract for Broadway/Main Cluster Valve Repair; 4 Bids:
  - a. MCC Equipment Rentals, Inc. (lowest bidder)
  - b. Borden Excavating, Inc.
  - c. T.E. Roberts, Inc.
  - d. Weka, Inc.
2. Discussion/Action: Proposal by Krieger & Stewart regarding the ARPA-funded Reservoir Corrosion Repair/Prevention Project
3. Discussion/Action: Community Water Systems Alliance (“CWSA”) Benefits
4. Discussion/Action: Realignment of Cabazon Water District Director Committees
  - a. Collaborative Agencies
  - b. Community Action Committee
  - c. Community Water Systems Alliance Committee
  - d. Finance and Audit Committee
  - e. Personnel Committee
  - f. San Gorgonio Pass Regional Water Alliance Committee
  - g. Special Projects Committee

**PUBLIC COMMENTS**

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District that is not listed on the agenda; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

**GENERAL MANAGER/BOARD COMMENTS**

**1. Future Agenda Items**

The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.

- Suggested agenda items from the Public.
- Suggested agenda items from Management.
- Suggested agenda items from Board Members.

**2. Management Comments**



Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

3. Board Member Comments

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

**MISCELLANEOUS**

1. Future Board Items/Next Board Meeting Date(s)

- a. Finance & Audit Workshop – Tuesday, Jan. 17, 2023, 5:00 pm
- b. Regular Board Meeting – Tuesday, Jan. 17, 2023, 6:00 pm
- c. San Geronio Pass Regional Water Alliance Meeting – Monday, Jan. 23, 2023, 5:00 pm
- d. Community Water Systems Alliance Meeting – Wednesday, Jan. 25, 2023, 8:30 am
- e. Collaborative Agencies Meeting at Beaumont Unified School District – TBD – 2023
- f. Community Action Committee Meeting – TBD – 2023
- g. Personnel Committee – TBD

**ADJOURNMENT**

ADA Compliance Issues

*In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide access.*



# Cabazon Water District

## Balance Sheet

As of December 31, 2022

		Dec 31, 22	
1	<b>ASSETS</b>		
2	Current Assets		
3	Checking/Savings	\$ 702,473	702,473 Chase
4	Accounts Receivable	238,711	818,492 LAIF
5	LAIF	818,492	<b>\$ 1,520,965</b> Cash & LAIF
6	Bank of NY Trustee Accounts	65,303	
7	Prepaid Expenses	17,610	
8	Inventory	109,315	
9	Total Current Assets	1,951,905	
10	Fixed Assets		
11	Total Fixed Assets	14,112,350	
12	Accumulated Depreciation	(6,663,221)	
13	Net Fixed Assets	7,449,129	
14	<b>TOTAL ASSETS</b>	<b>\$ 9,401,034</b>	
15	<b>LIABILITIES &amp; FUND BALANCE</b>		
16	Liabilities		
17	Current Liabilities		
18	Accounts Payable	\$ 25,988	
19	Other Current Liabilities		
20	Dues to Other Gov't SGPWA	60,817	
21	Customer Deposits	10,746	
22	Current Portion DWR-H Loan	43,208	
23	Current Portion Zion's Bank Loan	87,077	
24	Current Portion 2022 Ford	12,590	
25	Accrued Expenses	24,081	
26	Total Current Liabilities	264,508	
27	Long Term Liabilities		
28	DWR-H Loan Payable (2026)	153,019	
29	Ford Long Term	60,728	
30	RCEDA Loan Payable	300,000	
31	Total Long Term Liabilities	513,748	
32	Total Liabilities	778,255	
33	Total Fund balance	8,622,779	
34	<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 9,401,034</b>	



**Cabazon Water District**  
**Budget to Actual**  
For the Period Ended December 31, 2022

	A	B	C	D=B/C
	Dec-22	Current YTD	FY 22/23 Amended Budget	YTD (50%)
1 <b>REVENUES</b>				
2 <b>OPERATING INCOME</b>				
3 Base Rate - Water Bills	\$ 48,192	\$ 270,269	\$ 563,300	48%
4 Commodity Sales	48,078	448,111	757,300	59%
5 DHPO Contract	17,355	138,547	182,500	76%
6 DHPO Capacity Credit	(1,750)	(10,500)	(10,500)	100%
7 Fire Sales - Water Bills	342	2,707	5,600	48%
8 Fees & Charges	4,681	36,083	51,000	71%
9 Basic Facilities Fee	9,306	42,333	75,200	56%
10 Stand By Fees - Tax Revenue	-	10,234	105,900	10%
11 <b>TOTAL OPERATING INCOME</b>	126,205	937,784	1,730,300	54%
12 <b>NON-OPERATING INCOME</b>				
13 Property Taxes	4,073	5,185	86,700	6%
14 Cell Tower Lease Income	2,725	16,350	26,600	61%
15 Miscellaneous Non-Operating Income	-	4,214	-	0%
16 Interest Income	693	7,799	7,600	103%
17 <b>TOTAL NON-OPERATING INCOME</b>	7,491	33,548	120,900	28%
18 <b>TOTAL REVENUES</b>	133,696	971,332	1,851,200	52%
19 <b>EXPENSES</b>				
20 <b>PAYROLL</b>				
21 Directors Fees	1,000	8,300	25,000	33%
22 Management & Customer Service - As Amended	31,165	112,992	245,600	46%
23 Field Workers - As Amended	25,061	105,764	202,200	52%
24 Employee Benefits Expense - As Amended	12,669	75,707	154,700	49%
25 Payroll Taxes - As Amended	4,576	18,666	37,300	50%
26 <b>TOTAL PAYROLL</b>	74,471	321,429	664,800	48%
27 <b>OPERATIONAL EXPENSES</b>				
28 Facilities, Wells, T&D				
29 Lab Fees	178	2,248	13,100	17%
30 Meter Testing & Repair	-	475	5,100	9%
31 Utilities - Wells	14,825	80,269	150,400	53%
32 Line R&M Materials - As Amended	118	45,951	75,600	61%
33 Well Maintenance	1,518	29,877	40,400	74%
34 Security	1,649	11,372	29,500	39%
35 Engineering Services - As Amended	-	14,980	40,000	37%
36 Facilities, Wells, T&D - Other	583	15,568	16,600	94%
37 <b>Total Facilities, Wells, T&amp;D</b>	18,870	200,740	370,700	54%
38 Office Expenses				
39 Utilities - Office	1,843	16,912	36,800	46%
40 Water Billing System	216	1,293	2,400	54%
41 Supplies & Equipment	544	3,397	13,200	26%
42 Copier & Supplies	405	2,468	5,500	45%



**Cabazon Water District**  
**Budget to Actual**  
For the Period Ended December 31, 2022

				<b>FY 22/23</b>	
		<b>Dec-22</b>	<b>Current YTD</b>	<b>Amended Budget</b>	<b>YTD (50%)</b>
43	Dues & Subscriptions	\$ 172	\$ 381	\$ 2,500	15%
44	Postage	1,387	5,625	10,600	53%
45	Printing & Publications	-	292	600	49%
46	Computer Services	2,520	17,385	38,400	45%
47	Air Conditioning Servicing	453	2,718	5,500	49%
48	Community Water Systems Alliance (CWSA)	-	250	3,000	8%
49	Office Expenses - Other	67	642	2,100	31%
50	<b>Total Office Expenses</b>	<b>5,763</b>	<b>34,452</b>	<b>120,600</b>	<b>29%</b>
51	<b>Support Services</b>				
52	Financial Audit	-	8,484	24,700	34%
53	Accounting	3,579	21,845	42,000	52%
54	Legal Services	-	8,585	63,500	14%
55	Payroll/Bank Service Charge	576	2,784	5,500	51%
56	Website Support - As Amended	204	964	900	107%
57	Insurance	3,141	18,843	37,500	50%
58	<b>Total Support Services</b>	<b>7,499</b>	<b>61,506</b>	<b>174,100</b>	<b>35%</b>
59	Training/Travel	185	3,205	10,500	31%
60	Other Fees/SWRCB	3,527	5,111	9,700	53%
61	<b>Service Tools &amp; Equipment</b>				
62	Shop Supplies and Small Tools	659	3,655	6,300	58%
63	Vehicle Fuel - As Amended	554	3,312	13,050	25%
64	Employee Uniforms	129	780	1,100	71%
65	Safety	1,322	2,022	1,800	112%
66	Tractor Expenses/ Maintenance	845	845	3,900	22%
67	Equipment Rental	640	5,360	9,000	60%
68	Service Trucks - R&M	60	3,931	13,800	28%
69	Water Operations On-Call Phones	345	2,418	3,800	64%
70	<b>Total Service Tools &amp; Equipment</b>	<b>4,553</b>	<b>22,322</b>	<b>52,750</b>	<b>42%</b>
71	<b>NON-OPERATING EXPENSES</b>				
72	Loan Interest & Processing Fee	176	7,159	12,600	57%
73	Bad Debt Expense	-	-	1,300	0%
74	Miscellaneous	-	-	1,500	0%
75	<b>TOTAL NON-OPERATING EXPENSES</b>	<b>176</b>	<b>7,159</b>	<b>15,400</b>	<b>46%</b>
76	<b>TOTAL EXPENSES</b>	<b>116,888</b>	<b>672,835</b>	<b>1,418,550</b>	<b>47%</b>
77	<b>INCOME BEFORE CAPITAL &amp; GSA</b>	<b>16,808</b>	<b>298,496</b>	<b>432,650</b>	<b>69%</b>
78	Capital Projects - Net of Grant Funding	21,558	20,184	(285,000)	
79	Debt Service - Principal	(1,304)	(72,005)	(144,000)	50%
80	SGMA / GSA	-	-	(35,000)	0%
81	<b>NET INCOME / (LOSS)</b>	<b>\$ 37,063</b>	<b>\$ 246,675</b>	<b>\$ (31,350)</b>	



**Cabazon Water District**  
**Capital Detail**  
For the Period Ended December 31, 2022

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D=B/C</b>
	<b>Dec-22</b>	<b>Current YTD</b>	<b>FY 22/23 Budget</b>	<b>YTD (50%)</b>
<b>CAPITAL PROJECTS</b>				
1 <b>RESERVE FUNDED</b>				
2 Well & Tank Repairs	\$ (176)	\$ (343)	\$ (225,000)	0%
3 Customer Shut-Off Valves	-	(154)	(40,000)	0%
4 Meter Replacement	(1,911)	(11,090)	(20,000)	55%
5 <b>TOTAL RESERVE FUNDED PROJECTS</b>	<b>(2,087)</b>	<b>(11,586)</b>	<b>(285,000)</b>	<b>4%</b>
6 <b>GRANT FUNDED</b>				
7 DWR				
8 Isolation Valves	(12,813)	(40,844)	(1,243,000)	3%
9 Grant Funding - DWR	33,118	33,118	1,243,000	3%
10 SWRCB				
11 Groundwater Well Improvements	(594)	(6,905)	(499,000)	1%
12 Grant Funding - SWRCB	5,601	48,067	499,000	10%
13 ARPA				
14 Broadway & Main St. Gate Valve	(1,666)	(1,666)	(100,000)	2%
15 T2, T3, & T4 Recoating	-	-	(500,000)	0%
16 Grant Funding - ARPA	-	-	600,000	0%
17 <b>NET GRANT FUNDED PROJECTS</b>	<b>23,645</b>	<b>31,770</b>	<b>-</b>	<b>0%</b>
18 <b>TOTAL NET COST OF CAPITAL PROJECTS</b>	<b>\$ 21,558</b>	<b>\$ 20,184</b>	<b>\$ (285,000)</b>	

**Total Project Activity Summary**

<b>Groundwater Well Improvement Project</b>	<b>Expenses</b>	<b>Funding Received</b>	<b>Total Receivable</b>
Total Budget	\$ 499,000	\$ 499,000	
Groundwater Well Improvements - FY 22	(42,466)	42,466	-
Groundwater Well Improvements - FY 23	(6,905)	-	6,905
Total	\$ (49,371)	\$ 42,466	\$ 6,905
<b>Isolation Valves Project</b>	<b>Expenses</b>	<b>Funding Received</b>	<b>Total Receivable</b>
Total Budget	\$ 1,243,000	\$ 1,243,000	
Isolation Valves - FY 22	(33,118)	33,118	-
Isolation Valves - FY 23	(40,844)	-	40,844
Total	\$ (73,962)	\$ 33,118	\$ 40,844



**Cabazon Water District**  
14618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

## **FINANCE & AUDIT COMMITTEE MEETING**

### **MINUTES**

#### **Meeting Location:**

Cabazon Water District Office  
14618 Broadway Street  
Cabazon, California 92230

#### **Teleconference:**

Dial-in #: 978-990-5321  
Access Code: 117188

#### **Meeting Date:**

Wednesday, December 14, 2022 – 5:00 PM

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **ROLL CALL**

Director Terry Tincher - Present  
Director Sarah Wargo - Present  
Michael Pollack, General Manager - Present  
Evelyn Aguilar, Board Secretary - Present

**\*Note:** This meeting was recorded by the District

#### **FINANCE & AUDIT COMMITTEE**

1. Discussion: Finance & Audit Committee Report
  - Balance Sheet
  - Profit and Loss Budget Comparison
  - Capital Detail
  
2. Finance & Audit Committee District Payables Review and Approval/Signing (done after adjournment)

Main Reports:

- Balance Sheet – depicts what the District owns and what the District owes.
- Profit & Loss Budget Performance – shows how the District is performing against the budget, and the condition of the District fiscal year to date.
- Capital Detail – shows activity pertaining to Capital Projects.

Balance Sheet:

The District's combined Cash with Chase and LAIF balance was \$1,457,480 at month end. The District's total liabilities were approximately \$776,155 at month end.

Profit and Loss: - Year to date is 42% of the year

6. DHPO Capacity Credit: This account includes the contractual credit given to DHPO on a monthly basis. This credit is \$1,750 per month and will expire in December 2022. YTD is at 83% of budget and should end in line with budget by the time the credit expires.
8. Fees & Charges: This account includes penalty fees, fire flow tests, new account fees, incident fees, and returned check fees. YTD is trending over budget at 62% due to more penalty fees than anticipated.
10. Standby Fees – Tax Revenue: This accounts for standby fees accessed to all parcels in the District. The minimum fee is \$5/acre and can be more depending on the location and nature of the parcel. The bulk of these receipts often occur around January and May and can occasionally cause YTD to trend over or under budget.
13. Property Taxes: This account includes Ad Valorem tax revenues apportioned by Riverside County. Property Tax receipts are mainly received after December 10<sup>th</sup> and May 10<sup>th</sup> when property tax payments are due to the County of Riverside Tax Collector's Office.
15. Miscellaneous Non-Operating Income: This account includes recycling revenues, insurance reimbursements, and other miscellaneous revenues. This account is not budgeted due to unpredictable activity. YTD includes \$4.1K for a truck sold at auction.
16. Interest Income: This account includes interest earnings in the District's LAIF and other investment accounts, and interest charged on overdue customer balances. YTD is trending over budget at 93% due to higher interest collected on customer bills than anticipated and higher interest returns on the BNY Reserve Fund, BNY Repayment Fund and LAIF.
18. Total Revenues: YTD is currently at 45% of the year.
30. Meters: This account includes the costs of meter repairs & meter testing and expenses will vary throughout the year.
32. Line R&M Materials: This account includes the expenses relating to materials for line repair & maintenance. YTD is trending over budget at 61% due to bulk purchases to stock up due to shipping delays.
33. Well Maintenance: This account Includes repairs, maintenance and chemical expenses relating to the District wells. YTD is trending over budget at 70% due to \$8K paid for SCADA and PLC troubleshooting.
36. Facilities, Wells, T&D – Other: This account includes the generator service contract expenses, site landscaping & maintenance, chlorinators, and SCADA. YTD is trending over budget at 90% due to a \$4K payment for Tank #3 altitude valve repairs and \$5.9K payment for Almond Vault preventative maintenance.

- 40. Water Billing System: This account includes the annual water billing system maintenance costs. YTD is in line with budget. The current billing system will need to be upgraded in the next couple of years, since it was created on an outdated program.
- 43. Dues & Subscriptions: This account includes various annual dues and fees. Expenses will vary depending upon timing of dues renewals.
- 48. CA Water System Alliance: This account includes the monthly membership fees for the Water System Alliance. YTD is at 8% of budget due to the timing of bills. Director Wargo asked staff to look into the benefits of this group.
- 49. Office Expenses – Other: This account includes miscellaneous office expenses.
- 54. Legal Services: This account includes the costs of legal services for the District. YTD will vary depending upon the timing of legal services needed.
- 56. Website Support: This account includes monthly web hosting costs. The District is paying \$75/month for website hosting services not anticipated in budget that will cause account to be over budget by year-end. YTD is trending over budget at 85% due to the addition of Navigator Search Service.
- 59. Training/Travel: This account includes staff/board training expenses and any related travel costs. YTD will vary depending on timing of training and travel activities.
- 63. Vehicle Fuel: This account includes fuel costs for District vehicles. YTD will vary depending on timing of bills received.
- 64. Employee Uniforms: This account includes employee uniform purchases and reimbursements. YTD will vary depending on timing of bills received.
- 68. Service Trucks R&M: This account includes repair & maintenance costs for district vehicles. YTD is at 28% of budget.
- 76. Total Expenses: YTD is currently at 39% of the year.

As of November 30<sup>th</sup>, the fiscal year-to-date net income is \$209,983.

#### Capital Detail

- 2. Well & Tank Repair: This account includes activity for the Bonita Vault Rehabilitation project.
- 4. Meter Replacement: This account is for the Water Meter Replacement Program. YTD is at 46% of budget.

#### **PUBLIC COMMENT**

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. **Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))**



**ADJOURNMENT**

Meeting adjourned at 5:28 PM on Wednesday, December 14, 2022

---

Sarah Wargo, Board Chair  
Board of Directors  
Cabazon Water District

---

Evelyn Aguilar, Secretary  
Board of Directors  
Cabazon Water District

**ADA Compliance Issues**

In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.



**Cabazon Water District**  
14618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

**REGULAR BOARD MEETING  
MINUTES**

**Meeting Location:**

14618 Broadway St.  
Cabazon, CA 92230

**Teleconference:**

Dial-in #: 978-990-5321  
Access Code: 117188  
Email: [info@cabazonwater.org](mailto:info@cabazonwater.org)

**Meeting Date:**

Wednesday, December 14, 2022 – 6:00 PM

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**REMEMBRANCE OF OUR SERVICE MEN AND WOMEN**

**ROLL CALL**

Director Taffy Brock - Present  
Director Terry Tincher - Present  
Director Diana Morris - Present  
Director Alan Davis - Present  
Director Sarah Wargo - Present  
Michael Pollack, General Manager - Present  
Evelyn Aguilar, Board Secretary - Present

**Note:** This meeting was recorded by the District

**CONSENT CALENDAR**

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

**1. Approval of:**

- a. Finance and Audit Committee Meeting Minutes and Warrants of November 15, 2022

- b. Regular Board Meeting Minutes and Warrants of November 15, 2022
- c. Reaffirmation of Resolution 04-2021, declaring the continuation of virtual meetings due to COVID-19

**Motion to approve following consent calendar items: (a) Finance and Audit Committee Meeting Minutes and Warrants of November 15, 2022, (b) Regular Board Meeting Minutes and Warrants of November 15, 2022, (c) Reaffirmation of Resolution 04-2021, declaring the continuation of virtual meetings due to COVID-19 made by Director Tincher and 2<sup>nd</sup> by Director Morris**

**Director Brock - Aye  
Director Tincher - Aye  
Director Morris - Aye  
Director Davis - Aye  
Director Wargo - Aye**

- 2. Warrants – None**
- 3. Awards of Contracts:**
  - a. Isolation Valve Improvement Project – Borden Excavating Inc. (per the Nov. 15, 2022 Board Meeting)**

#### **UPDATES**

- 1. Update: CWD Operations Report  
(by GM Pollack)**

- On 12/05, Bay City Electric performed routine maintenance on the generator at Well #2.
- A new address sign was installed at the Main/Pecan District storage yard.
- On 11/29, the GM met with Belinda Carrol of CRWA for an assessment of the District. She needed information about the District. CRWA is planning to assist with a leak audit and grant opportunities.
- Upcoming revenue for new customers is estimated at around \$64k.
- On 12/06, the SGP GSAs voted to allow SGPWA to apply for a grant for 4 new monitoring wells.
- The estimated total to replace the Bonita PRV Station comes out to about \$74k. \$225k is in the budget for Well & Tank repairs, but the Tank repairs are covered by grant funding.
- The 2000 GMC Sierra has over 300k miles. Over \$10k has been spent on repair & maintenance since 2019 for this vehicle. A new Toyota Tacoma is \$29k, a Ford Ranger is \$34k, and a Chevy Colorado is \$32k.
- Legend Pump will be sending a quote for the rebuild & installation of Well #4. Additional quotes from other contractors will also be obtained.

#### **OLD BUSINESS**

- 1. Discussion/Action: Bonita Ave PRV Station Replacement Project**

- This item was discussed in more detail during the November 15 Board meeting, but was tabled so that the full Board could be part of the discussion.

**Motion to approve Krieger & Stewart's proposal and the quote for materials for the Bonita PRV Station Replacement project made by Director Tincher and 2<sup>nd</sup> by Director Davis.**

**Director Brock - Aye  
Director Tincher - Aye  
Director Morris - Aye  
Director Davis - Aye  
Director Wargo - Aye**

## **NEW BUSINESS**

### **1. Discussion/Action: Change in Community Action Committee Meeting Procedures**

- Director Morris explained that the CAC meetings are usually held once a month, but have been put on hold due to the Holidays and issues with finding a meeting location. She further explained that the meetings do not typically yield much updates, and recommended that the frequency be changed to every 6 months in order to save money for the District due to Director Fees.
- The Board suggested that CAC meetings should be arranged only when major updates need to be shared.

**\*No action was taken on this item.**

### **2. Discussion: New Vehicle to Replace 2000 GMC Sierra (Unit #003)**

- The Board Secretary stated that she mistakenly listed this item as an Action item on the agenda, when it was only supposed to be a Discussion item.
- The GM echoed the points he brought up during the Operations Report, and mentioned that he would not be looking for action on this item until closer to the end of the Fiscal Year, to determine if there are available funds to purchase a new vehicle.
- Director Tincher suggested that this item be held off until there are major issues with the GMC.
- Director Wargo suggested that staff look into used vehicles, since the GMC is not used to travel long distances. Director Morris responded that new vehicles come with a warranty. The GM said he would look into used vehicles as well when this item comes up again.

## **PUBLIC COMMENTS**

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District that is not listed on the agenda; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

- James Brock explained that a flyer was sent with his water bill showing the water rates for 2023, including the meter charge and usage rates. He pointed out that there is no way for a customer to know their meter size unless they contact the District, and asked if there could be a way to let customers know their meter size.

## **GENERAL MANAGER/BOARD COMMENTS**

### **1. Future Agenda Items**

**The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.**

- **Suggested agenda items from the Public.**
- **Suggested agenda items from Management.**
- Broadway/Main Cluster Valve project bids
- Recoating of Tanks project engineering proposal
- Update of Isolation Valves installation

- **Suggested agenda items from Board Members.**
- Discussion of CWSA benefits

**2. Management Comments**

Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

**3. Board Member Comments**

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

**MISCELLANEOUS**

**1. Future Board Items/Next Board Meeting Date(s)**

- a. Community Water Systems Alliance Meeting – Wednesday, Dec. 28, 2022, 8:30 am
- b. Collaborative Agencies Meeting at Beaumont Unified School District – Jan. 4, 2023, 5:00 pm
- c. Finance & Audit Workshop – Tuesday, Jan. 17, 2023, 5:00 pm
- d. Regular Board Meeting – Tuesday, Jan. 17, 2023, 6:00 pm
- e. San Geronio Pass Regional Water Alliance Meeting – Monday, Jan. 23, 2023, 5:00 pm
- f. Community Action Committee Meeting – TBD – 2023
- g. Personnel Committee – TBD

**ADJOURNMENT**

Motion to adjourn at 6:38 PM made by Director Morris and 2<sup>nd</sup> by Director Tincher

Director Brock - Aye  
Director Tincher - Aye  
Director Morris - Aye  
Director Davis - Aye  
Director Wargo - Aye

Meeting adjourned at 6:38 PM on Wednesday, December 14, 2022

---

**Sarah Wargo, Board Chair  
Board of Directors  
Cabazon Water District**

---

**Evelyn Aguilar, Secretary  
Board of Directors  
Cabazon Water District**

ADA Compliance Issues

*In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide access.*

**RESOLUTION NO. 04-2021**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CABAZON WATER DISTRICT AUTHORIZING VIRTUAL BOARD AND COMMITTEE MEETINGS PURSUANT TO AB 361**

WHEREAS, the Cabazon Water District (“District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the District’s meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor’s executive orders, the District has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, District staff and Directors; and

WHEREAS, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expires on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a state of emergency has been proclaimed related to COVID-19, state or local officials are recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

**NOW, THEREFORE, BE IT RESOLVED THE BOARD OF DIRECTORS OF THE CABAZON WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.


Section 2. Remote Teleconference Meetings: Consistent with the provisions of Government Code Section 54953(e), the Board of Directors finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) state or local officials have recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Board authorizes staff to conduct remote teleconference meetings of the Board of Directors, including Committee meetings, under the provisions of Government Code Section 54953(e).


Section 3. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Board of Directors in accordance with Section 4 of this Resolution.

Section 4. Extension by Motion. The Board of Directors may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

PASSED AND ADOPTED by the Board of Directors of the Cabazon Water District this 16th day of November 2021, by the following vote:

AYES: DIRECTOR SANDERSON, DIRECTOR MORRIS, DIRECTOR TINCHER, DIRECTOR WARGO, DIRECTOR LYNK  
NOES: NONE.  
ABSENT: NONE.  
ABSTAIN: NONE.

BY:   
Sarah Wargo  
Vice Board Chair  
Cabazon Water District  
Board of Directors

ATTEST:   
Evelyn Aguilar  
Board Secretary  
Cabazon Water District

## New Business

### 1. Discussion/Action Item:

[TAB 1]

#### Award of Contract for Broadway/Main Cluster Valve Repair; 4 Bids:

- a. MCC Equipment Rentals, Inc. (lowest bidder)
- b. Borden Excavating, Inc.
- c. T.E. Roberts, Inc.
- d. Weka, Inc.

#### Attachments:

- 1. K&S's Recommendation of Award to MCC Equipment Rentals, Inc.
- 2. MCC Equipment Rentals, Inc. Bid Documents
- 3. Borden Excavating, Inc. Bid Documents
- 4. T.E. Roberts, Inc. Bid Documents
- 5. Weka, Inc. Bid Documents



## MEMORANDUM

**TO:** MICHAEL POLLACK, GENERAL MANAGER  
CABAZON WATER DISTRICT

**FILE:** 683-11.22.5 F/C

**FROM:** TRAVIS R. ROMEYN *TRR*  
KRIEGER & STEWART, INCORPORATED

**DATE:** 1/11/2023

**SUBJECT:** BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT  
RECOMMENDATION OF AWARD

---

On Monday, January 9, 2023, the District received four bids for subject project. The bid amounts are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
<b>MCC Equipment Rentals, Inc.</b>	<b>\$68,913.00</b>
Borden Excavating, Inc.	\$72,777.00
T.E. Roberts, Inc.	\$104,683.00
Weka, Inc.	\$117,160.00

The low bidder is MCC Equipment Rentals, Inc. with a Total Bid in the amount of \$68,913.00.

All components of MCC Equipment Rentals, Inc.'s bid were complete and met the requirements of the Contract Documents.

Since MCC Equipment Rentals, Inc. is an experienced, capable contractor with a current Class A (General Engineering) Contractor's License (No. 819356) which enables the company to perform the work under California State Law, Krieger & Stewart recommends awarding the contract to MCC Equipment Rentals, Inc. for \$68,913.00.

TRR/lge  
683-11P22-RECAWARD

**CABAZON WATER DISTRICT  
CONTRACT DOCUMENTS FOR  
BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT**

**ADDENDUM NO. 1**

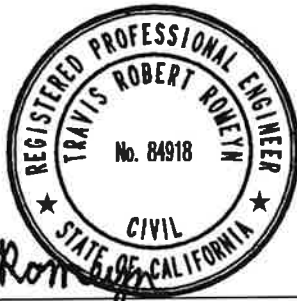
**PLEASE BE ADVISED:**

The following clarifications, changes, additions, and/or corrections hereinafter set forth shall be incorporated into the project Contract Documents, and shall be made a part thereof, subject to all the requirements thereof, as if originally specified and/or shown.

**QUESTIONS AND ANSWERS**

**NOTE: The time allotted for bidder questions has passed. No additional questions will be accepted.**

1. Q: "The Bid Documents reference Standard Drawing W111, which is not included in the Bid Documents. We have also been unable to locate the document on the District's website. Please provide a copy of Standard Drawing W111."
- A: Add the attached Cabazon County Water District Standard Drawing W111, Valve Box Installation, to the end of the Contract Documents Standard Drawings.



By: Travis Romeyn  
Travis R. Romeyn, RCE No. 84918

Date: January 5, 2023

**ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Bidder hereby acknowledges receipt of Addendum No. 1 and the incorporation thereof in bid proposal for the Broadway and Main Street Cluster Valve Replacement Project. This signed acknowledgement shall be included in the bid proposal.

Bidder: MCC Equipment Rentals, Inc.

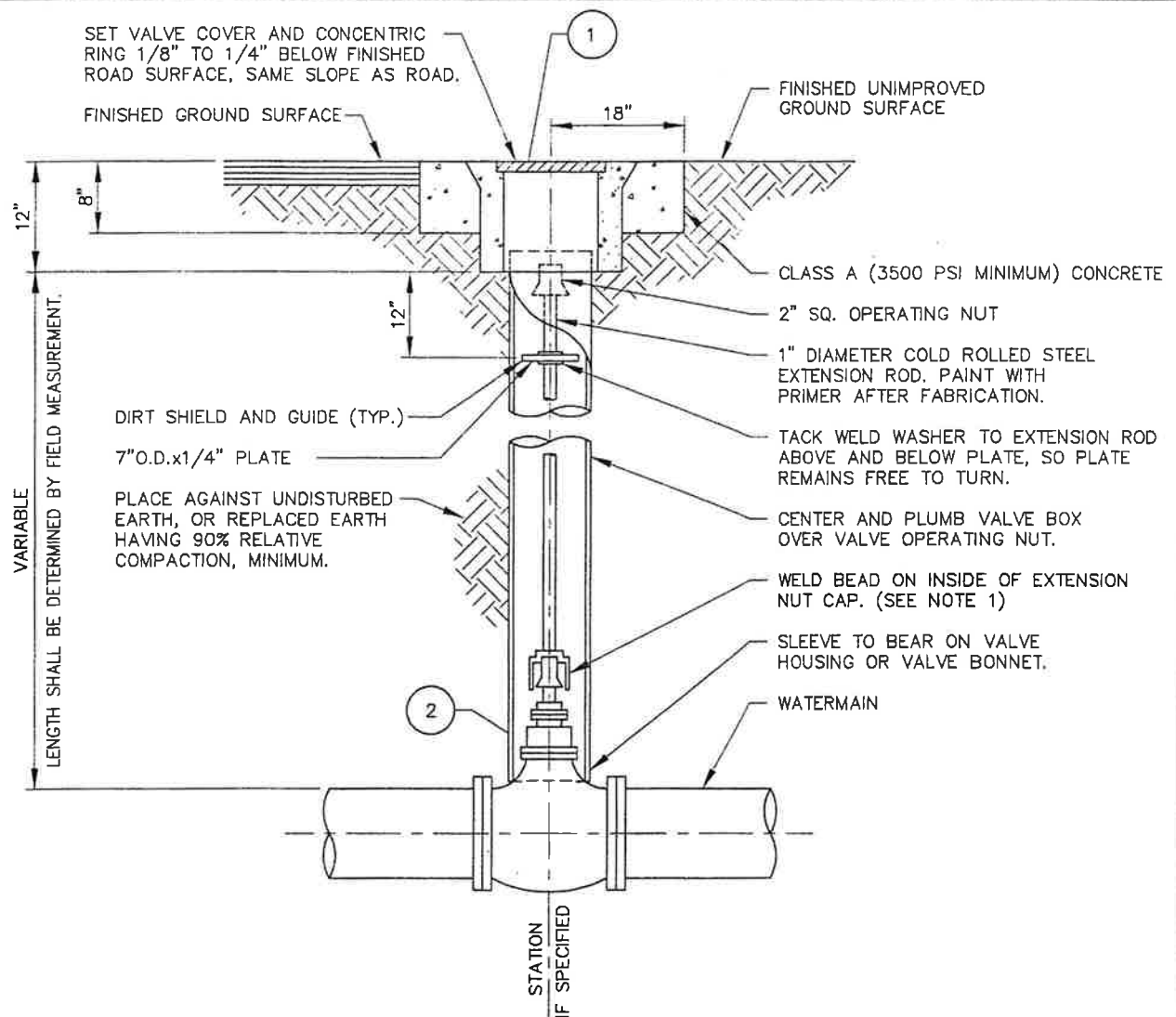
By: [Signature]  
(Bidder's Authorized Representative)

Date: 1/8/2023

Title: Manager

683-11P22-ADD-1


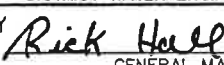
Attachments: Cabazon County Water District Standard Drawing W111



ITEM	DESCRIPTION	APPROVED MATERIAL LIST NO.
1	TRAFFIC BOX - COVER MARKED "WATER". TRAFFIC BOX COVERS FOR FIRE HYDRANT INSTALLATIONS SHALL BE PAINTED IN ACCORDANCE WITH THE DISTRICT APPROVED PAINT SYSTEM.	E-04
2	8" ID C900 CLASS 150 PVC PIPE.	A-04

#### NOTE

- 1) EXTENSION ROD REQUIRED WHENEVER TOP OF VALVE IS 3' OR MORE BELOW FINISHED GROUND SURFACE. WHEN EXTENSION ROD IS REQUIRED, OPERATING NUT SHALL BE 12" BELOW TOP OF TRAFFIC BOX. REQUIRED LENGTH FOR EXTENSION ROD SHALL BE DETERMINED BY FIELD MEASUREMENT. EXTENSION ROD SHALL BE SECURED TO TO VALVE OPERATING NUT BY WELDING A BEAD ON THE INSIDE OF THREE WALLS OF THE EXTENSION NUT CAP.

APPROVED BY		 DISTRICT WATER ENGINEER		43681	8/29/97	<b>CABAZON COUNTY WATER DISTRICT</b> CABAZON, CALIFORNIA  <b>VALVE BOX</b> <b>INSTALLATION</b>  <b>STANDARD DRAWING W111</b>
RECOMMENDED BY		 GENERAL MANAGER		8/29/97	DATE	
REVISION				BY	DATE	

CABAZON WATER DISTRICT  
CABAZON, CALIFORNIA

**BIDDING DOCUMENTS**

FOR THE  
BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT

**A. INSTRUCTIONS TO BIDDERS**

**1. Responsible Bidders**

Bidders are advised that in selecting the Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract, as well as his reputation within the industry. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his bid proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required in said Bidder's Statement of Experience with respect to any proposed subcontractors (Not required for materials only proposal).

**2. Completion of Bid Proposal and Supporting Documents**

Bidder shall submit his bid proposal on the forms contained within these Bidding Documents (Bid Proposal Packet) provided with the Contract Documents issued by Owner or Owner's representative directly to Bidder. Owner will not accept bid proposals submitted on forms other than those contained within said Bid Proposal Packet included in the Contract Documents. Any addenda or bulletins issued prior to the bid shall be incorporated into the bid proposal and shall be evidenced by Bidder's inclusion of the signed acknowledgement of receipt for each addendum or bulletin with Bidder's submitted bid proposal.

Bidder shall complete the attached bid proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with Statement of Experience (not required for materials only proposal), Bid Schedule, Certified Data, Certified Worker Craft and Classification, Certification of Bidder's Work Site Inspection, Statement on Bonds and Insurance, Certification of Bidding Documents, Non-Collusion Declaration, Public Works Contractor Registration Certification, Iran Contracting Act Certification, Executive Order N-6-22 Certification, and Bid Proposal Guarantee.

Pursuant to Labor Code sections 1725.5 and 1771.1, no bid will be accepted nor any contract entered into without proof of Bidder's and subbidders' current registration with the Department of Industrial Relations. 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. Each Bidder shall provide the Public Works Contractor Registration Number for each listed subbidder in the space provided in the listing of subbidders.

**Bidder shall complete each blank on each page. Each entry within the Bid Schedule(s) shall be printed by hand in blue or black ink, and each entry on remaining forms shall be completed by hand or typewritten; forms shall be signed in accordance with Item A.4 herein. The completed forms shall be without alterations, erasures, or interlineations. Bidder shall correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove. Unless otherwise provided in the Supplemental Instructions to Bidders, Owner will not consider any bid proposal which does not include bids on all bid items set forth in the Bid Schedule(s). Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves.**

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any alterations or interlineations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or any matter whatever. Pursuant to Business and Professions Code Section 7028.15, Owner will consider non-responsive and reject any bid submitted by a Contractor not licensed as required by law.

**3. Omissions and Discrepancies**

Should a Bidder find purported discrepancies in, or omissions from the Special Requirements, Basic Specifications, Construction and Standard Drawings, or other documents bound herein, or should Bidder be in doubt as to their meaning, Bidder shall **immediately** notify Owner in writing. Owner may then send written instructions or notification to all Bidders.

**4. Signature and Seal**

If the bid proposal is made by an individual, it shall be signed and his full name and his address shall be given; if it is made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporation seal, and the names and titles of all current officers of the corporation shall be given.

**5. Bid Proposal Guarantee**

Each bid proposal shall be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety or sureties admitted in and regulated by the State of California and further, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form attached herein or on an equivalent form approved by Owner), or equivalent substitution in lieu of a bond as authorized by Civil Procedure Code Section 995.710, for an amount not less than 10% of the maximum amount bid.

Said check, bond, or substitute shall be made payable to the Owner and shall be given as a guarantee that the Bidder will enter into the Contract described in the Notice Inviting Bids herein if awarded the Work. By submitting a bid proposal, each Bidder agrees that its failure to enter the Contract if awarded the Work would result in damage to the Owner and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. For this reason, each Bidder agrees that the Owner may retain the bid proposal guarantee as liquidated damages if the Bidder is awarded the Work but fails to or refuses to timely enter the Contract.

**6. Packaging and Delivery of Bid Proposal and Guarantee**

Once the bid proposal and supporting documents herein have been completed and signed as set forth above, they shall be placed, along with the bid proposal guarantee and any proposed sketches and brochures required by these instructions, in an envelope, sealed and addressed, and delivered or mailed, postage prepaid, to:

**Street Address**

**Mailing Address**

**Cabazon Water District  
14618 Broadway Street  
Cabazon, CA 92230**

**P. O. Box 297  
Cabazon, CA 92230**

Said envelope shall also contain the following in the lower left-hand corner thereof:

Bid Proposal of \_\_\_\_\_ (Bidder's Name)

for \_\_\_\_\_ (Project Name Appearing on Cover Sheet)

No consideration shall be given by the Owner to bid proposals received after the date and time set by the Notice Inviting Bids herein for the opening of bids.

**7. Withdrawal of Bid Proposal**

Any Bidder may, without prejudice, withdraw his bid proposal at any time prior to the date and time set by the Notice Inviting Bids herein for the opening of bids; provided that any request to withdraw is made in writing and duly executed by the Bidder or the Bidder's duly authorized representative and delivered to the Owner at the address set forth in Instruction 6 herein. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the Bidder requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in Instruction 8 herein.

**8. Modification of Bid Proposal**

Any Bidder who may wish to modify the bid proposal previously submitted by him may do so only by (a) following the withdrawal procedure set forth in Instruction 7 hereof prior to the date and time set by the Notice Inviting Bids herein for the opening of bids, and (b) submitting a substituted bid proposal which conforms to the requirements set forth in Instruction 1, 2, 4, 5, and 6 hereof. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the one requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in this Instruction 8.

**9. Opening and Awarding of Bids**

All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 60 days of the opening. The Owner's policy is to award to the lowest responsible Bidder submitting a responsive bid who can comply with the projected delivery and/or completion schedules. However, the Owner reserves the right to reject any and all bids, to waive any irregularity, or to award the subject Contract to other than the lowest Bidder. Owner may, at its sole discretion, disregard any added conditions, limitations, provisions, or any interlineations or alterations. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. However, if the amount set forth as a unit price is ambiguous, illegible or uncertain for any cause, or is omitted, or is the same amount as the entry in the item cost column, then the amount set forth in the item cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where applicable, in case of discrepancy between the written price and the numerical price, the written price shall prevail.

**10. Return of Proposal Guarantees**

Bid proposal guarantees will be returned to unsuccessful bidders within 60 days from the date that the Contract is awarded to the successful bidder.

**11. Bond(s) and Certificates Required of Successful Bidder**

The successful Bidder shall, upon receipt of notice of acceptance of his bid, promptly secure with a responsible corporate surety or sureties admitted in and regulated by the State of California and, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570, a contract performance bond in an amount of not

less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the Contract.

In addition, the successful Bidder shall promptly secure with a responsible corporate surety or sureties admitted in and regulated by the State of California and, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570, a payment bond (not required for materials only proposal) in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the Contract.

Owner may request the successful Bidder submit a certified copy of the certificate of authority of the surety insurer issued by the California Insurance Commissioner and to submit copies of the surety insurer's most recent quarterly and annual statements filed with the Department of Insurance pursuant to California Insurance Code, Section 900, et seq.

The successful Bidder shall also furnish Certificates of Insurance as evidence of coverage in accordance with the Contract Appendix.

All bonds shall be subject to the approval of the Owner, and shall be submitted on the forms provided in the Contract section of the Contract Documents. All Certificates of Insurance shall be subject to the approval of the Owner and shall be submitted on the forms provided in the Contract section of the Contract Documents.

## **12. Execution of the Contract**

The Bidder to whom award is made shall execute a written contract with the Owner on the form of Contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience (not required for materials only proposal), Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding paragraph within 10 days from the date of mailing the Notice from the Owner to the Bidder, as set forth above, of the acceptance of his proposal.

No bid proposal shall be considered binding upon the Owner until the Contract has been executed. Failure or refusal by the successful Bidder to so enter into a Contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the bid proposal guarantee. If the successful Bidder refuses or fails to execute the Contract, the Owner may award the Contract to the Bidder whose bid proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the Contract and bond for the corporation to so sign.

## **13. Withheld Contract Funds**

Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300. Refer to Section 30 of the Contract Appendix and the Escrow Agreement for Security Deposits in Lieu of Payment Retention included within the Contract section of the Contract Documents.

**B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS**

TO THE PRESIDENT OF THE BOARD OF DIRECTORS, CABAZON WATER DISTRICT, CABAZON, CALIFORNIA (Owner):

**1. Proposal**

The undersigned proposes to construct, furnish and install, or furnish only the components or items as set forth in the Bidding Documents for BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT.

In submitting this Proposal, the undersigned declares that he has read the Notice Inviting Bids, the Instructions to Bidders, the unexecuted Contract, and all other documents incorporated by reference, including the Special Requirements, the Basic Specifications, and the Construction and Standard Drawings and that he has inspected the Work site.

In exchange for consideration of this Proposal by the Owner, the Bidder agrees that if his bid is accepted by the Owner, the Bidder shall execute said Contract, construct, furnish and install, or furnish the items set forth in this Proposal and required by the Contract, Special Requirements, Basic Specifications, and Construction and Standard Drawings (all within the time provided), and shall accept as full payment the prices set forth in the Bid Schedule(s).

The Bidder further agrees that he shall execute such Contract within ten days from the date of mailing to him written notice of the Owner's acceptance of this proposal, that within the same time he shall furnish performance and payment bonds\*, along with required certificates of insurance, and that upon failure to do so within said time, the proposal guaranty shall become the property of the Owner as liquidated damages for such failure or refusal, and shall be deposited as moneys belonging to the Owner; provided that if said Bidder executes the Contract and furnishes the required performance and payment bonds\* and certificates of insurance within the time aforesaid, his proposal guaranty shall be returned to him within ten days thereafter.

In submitting a bid to a public body, the Bidder offers and agrees that if the bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

\*Payment bond not required for materials only proposal.



## 2. Statement of Experience\*

### a. Bidder

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work. Bidder (Contractor) shall perform Work in excess of fifty percent (50%) of the total bid.

Name: MCC Equipment Rentals, Inc.

Address: PO Box 1730 Yucaipa, CA 92399

Contractor License No.: 819356 Class: A

Type of Work: Underground Wet Utilities

Years of Experience: 25+

DIR Registration No.: 10000012247 (also complete certification form herein)

### b. Bidder Projects

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four (4) projects similar to the type of work specified that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

1) Project Name: Installation of 1" Water Service Lateral at Various Locations

Contract Amount: \$ 180,000 Date Completed: 10/13/22

Type of Work: Water Service installation

Owner (Name, Address, & Phone): City of Loma Linda - 25541 Barton Rd. Loma Linda, CA 92354

Engineer (Name, Address, & Phone): Jarb Thaipejr - 25541 Barton Rd. Loma Linda, CA (909) 919-2800

Person in Charge of Project (Name, Phone & Email): Mario Musqueda - (909) 557-7368  
MMosqueda@lomalinda-ca.gov

2) Project Name: Waterline Pavement Rehabilitation on Various Streets ( CIP 21-102 )

Contract Amount: \$ 1,430,765.10 Date Completed: 5/26/22

Type of Work: Installation of 8" DIP Waterline

Owner (Name, Address, & Phone): City of Loma Linda - 25541 Barton Rd. Loma Linda, CA 92354

Engineer (Name, Address, & Phone): Jarb Thaipejr - 25541 Barton Rd. Loma Linda, CA (909) 919-2800

Person in Charge of Project (Name, Phone & Email): John Trujillo - 909-253-8884

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

b. Bidder Projects (Continued, attach additional sheets if necessary)

- 3) Project Name: Installation of Ductile Iron Water Mains in Alta Dena Dr. and Marengo Ave.  
Contract Amount: \$ 1,796,143.00 Date Completed: 11/15/21  
Type of Work: Install 8" and 12" DIP Water Main and Service Laterals  
Owner (Name, Address, & Phone): Pasadena Department of Water and Power - 100 Garfield Ave. Room N 106 Pasadena, CA 91101 - (626) 744-4005  
Engineer (Name, Address, & Phone): Adolfo Vargas  
100 Garfield - Ave. Room N 106 Pasadena, CA 91101 - (626) 744-4331  
Person in Charge of Project (Name, Phone & Email): Jose Flores (626) 993-8429  
jflores@cityofpasadena.net
- 4) Project Name: 2018-01W "Water Improvement Plan - Location 2"  
Contract Amount: \$ 1,406,462.97 Date Completed: 12/14/21  
Type of Work: Install 8" and 12" DIP Water Main and Service Laterals  
Owner (Name, Address, & Phone): City of Banning - 99 East Ramsey Street Banning, CA 92220 - (951) 922-3105  
Engineer (Name, Address, & Phone): Patrick Safarti - 99 East Ramsey St, Banning, CA 92220 - 951-922-3105  
Person in Charge of Project (Name, Phone & Email): Craig Wheeler - (949) 375-7251  
craig.wheeler@transtech.org
- 5) Project Name: N/A  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Owner (Name, Address, & Phone): \_\_\_\_\_  
\_\_\_\_\_  
Engineer (Name, Address, & Phone): \_\_\_\_\_  
\_\_\_\_\_  
Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_  
\_\_\_\_\_

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

c. Bidder's Principals and Key Personnel (attach additional sheets if necessary)

If Bidder (Contractor) has less than 5 years' experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience to warrant consideration for award; Owner will determine whether Bidder (Contractor) has sufficient work experience to meet the 5 years' work experience requirement.

1) Name: N/A

Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

2) Name: N/A

Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

- d. Has Bidder been involved in litigation with any owner of any project within the last 10 years?  
NO. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. (Attach additional sheets if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of Contract. Said statement, data, or information may be considered in selecting the successful Bidder.

\* Not required for materials only proposal

## 2. Statement of Experience\* (Continued)

- f. Each Bidder (Contractor), at its option, may provide pertinent data or other information which may help Owner properly evaluate bid proposal.

Over 25 years experience in underground utilities.

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 are approximately 20 lines visible. The paper appears to be a standard notebook page, possibly from a composition book or a legal pad. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

g. List of Subbidders (copy and attach additional sheets if necessary)

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent (1/2%) of the total bid amount. Attach additional sheets if necessary. State the subbidders' names, addresses, contractor license information, DIR public works contractor registration number, and the portion of Work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. Subbidders' experience shall be included in Section B.2.h herein.

If Bidder fails to specify a subbidder for a portion of Work to be performed in excess of one-half of one percent of the Contractor's total bid amount, the Contractor agrees, pursuant to Section 4106 of the California Public Contract Code, that the Contractor is fully qualified to perform that portion, and will perform such portion of the Work.

- 1) Subbidder Name: NO SUBS  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_
- 2) Subbidder Name: NO SUBS  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_
- 3) Subbidder Name: NO SUBS  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_
- 4) Subbidder Name: NO SUBS  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_

\* Not required for materials only proposal

h. Subbidder Experience (copy and attach for each subbidder, two pages)

Subbidder Name: NO SUBS

1) Subbidder Projects:

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two (2) projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

a) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name, Phone, & Email): \_\_\_\_\_

b) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name, Phone, & Email): \_\_\_\_\_

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

h. Subbidder Experience (Continued, copy and attach for each subbidder)

Subbidder Name: NO SUBS

2) Subbidder's Principals and Key Personnel (use reverse side or attach additional sheets if necessary)

If any subbidder (subcontractor) has less than 5 years' experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience to warrant consideration for award; Owner will determine whether subbidder (subcontractor) has sufficient work experience to meet the 5 years' work experience requirement.

a) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

b) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

3) Has subbidder been involved in litigation with any owner of any project within the last 10 years?  
N/A. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. (Attach additional sheets if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Not required for materials only proposal

**3. Supplemental Instructions to Bidders**

- a. Bidder shall submit a cost for each bid and subbid item. If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid items.
- b. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- c. Bidder shall be licensed in accordance with the California Contractors State License Law of the Business and Professions Code and shall have a minimum of 5 years' experience in the type of work specified. Subbidders, if any, shall also be licensed in accordance with the same law and shall also have a minimum of 5 years' experience in the type of work specified.
- d. Bidder shall visit and inspect the Work site and complete Certification of Bidder's Work Site Inspection to verify same.



4. **Bid Schedule**

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees. The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the Work. The estimated quantities for unit price items are for purposes of comparing bids only and Owner makes no representation that the actual quantities of Work performed will not vary from the estimates. Final payment shall be determined by Owner from measured quantities of Work performed based upon the unit price.

**BID SCHEDULE  
BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
101	Furnish bonds, insurance, and management.	1	L.S.	N/A	\$ <u>1,120</u>
102	Mobilization of labor, equipment, and materials (not to exceed 3% of total bid).	1	L.S.	N/A	\$ <u>580</u>
103	Demobilization of labor, equipment, and materials (not to exceed 3% of total bid).	1	L.S.	N/A	\$ <u>525</u>
104	Allowance for Encroachment Permit from Riverside County Transportation Department, including Traffic Control Plans per WATCH Manual for approval.	1	L.S.	PRESET (DO NOT CHANGE)	<u>\$15,000</u>
105	Furnish trench protection in accordance with Cal/OSHA Standards for all trenches greater than 5' deep.	1	L.S.	N/A	\$ <u>600</u>
106	Furnish utility verification (potholing) at cluster valve assembly location and providing pothole report to the District.	1	L.S.	N/A	\$ <u>2,800</u>
107	Remove and dispose of three (3) existing gate valves and associated tee, including all associated demolition, excavation, and removals.	1	L.S.	N/A	\$ <u>4,900</u>
108	Furnish and install 12" flanged gate valve per Std. Dwg. W109.	3	EA	\$ <u>5,700</u>	\$ <u>17,100</u>
109	Furnish and install new ductile iron tee and fittings per detail on Construction Drawings as needed for valve installation.	1	EA	\$ <u>9,800</u>	\$ <u>9,800</u>

BD-14

**BID SCHEDULE**  
**BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
110	Furnish and place asphalt concrete pavement patch in accordance with Riverside County Standard Drawing No. 818 and RCTD permit, including striping as required for construction (3" AC over 6" AB, minimum).	1	L.S.	N/A	\$ <u>4,650</u>
111	Furnish and install necessary materials/repairs to restore traffic signal/signal loop functionality per RCTD requirements.	1	L.S.	N/A	\$ <u>1,008</u>
112	Allowance for all other items not included in the bid items required for a complete and functional project in compliance with the Contract Documents.	1	L.S.	PRESET (DO NOT CHANGE)	<u>\$10,000</u>
113	Furnish and install one (1) 4' x 6' project sign near District office, as directed by District.	1	EA	\$ <u>550</u>	<u>\$550</u>
114	All costs associated with County requirements, including, but not limited to, reporting, field inspection, and audits.	1	L.S.	N/A	\$ <u>280</u>


**TOTAL BID (Sum of Bid Items 101 through 114):**

Sixty eight thousand nine hundred thirteen Dollars      \$ 68,913

(words)    (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

**Bidder's Authorized Representative**

  
Signature

Kenneth Munoz  
Name (Print)

President  
Title (Print)

**5. Contract Completion Schedule**

a. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 90 calendar days after date of Notice to Proceed.

b. Liquidated Damages

Contractor is advised that "Liquidated Damages" of \$1,000.00 per calendar day may be assessed for each calendar day that the Work remains incomplete following the date(s) established by the Contract Completion Schedule, as adjusted for due cause by Change Order.

**6. Certified Data**

In the blanks provided, fill in the required Certified Data relating to the Bidder's Proposal.

a. Manufacturer of Gate Valves

Kinger / KNS / Mueller / US Pipe / Clow

b. Manufacturer of Ductile Iron Fittings

Star / Sigma / SIP / Tyler

7. **Certified Worker Craft and Classification**

Bidder hereby states that the bid proposal has been based on the worker craft and classification set forth below and the Work will be performed by personnel within these classifications unless Bidder specifically requests change in writing and Owner approves same in writing.

	Work*	Craft	Classification
<b>Examples:</b>			
	Steel Tank Work	Operating Engineer	Group B-Crane Operator
	Electrical Work	Electrician	Cable Splicer
	Plant Work	Roofer	Helper
a.	<u>Operator</u>	<u>Operating Engineer</u>	<u>Group 8</u>
b.	<u>pipe layer</u>	<u>Laborer</u>	<u>Group 4</u>
c.	<u>Labor</u>	<u>Laborer</u>	<u>Group 1</u>
d.	<u>water truck</u>	<u>Teamster</u>	<u>Group 3</u>
e.	<u>Training</u>	<u>Apprentice Labor</u>	<u>P. 1-6</u>
f.	<u>                    </u>	<u>                    </u>	<u>                    </u>
g.	<u>                    </u>	<u>                    </u>	<u>                    </u>
h.	<u>                    </u>	<u>                    </u>	<u>                    </u>
i.	<u>                    </u>	<u>                    </u>	<u>                    </u>
j.	<u>                    </u>	<u>                    </u>	<u>                    </u>
k.	<u>                    </u>	<u>                    </u>	<u>                    </u>
l.	<u>                    </u>	<u>                    </u>	<u>                    </u>
m.	<u>                    </u>	<u>                    </u>	<u>                    </u>

\* Designate Type of Work, i.e. Earthwork, Concrete Work, Electrical Work, Mechanical Work, Pump Work, Plant Work, Tank Work, Fencing, Painting, Piping

**8. Certification of Bidder's Work Site Inspection**

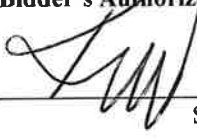
I certify that I have visited and inspected the Work sites on the following dates:

<u>Site</u>	<u>Date(s) Visited</u>
Site shown on Sheet 3 of the Construction Drawings	1/4/23

I also certify that I am familiar with local conditions which may affect the performance of the Work and propose to perform the Work generally as follows:

Pothole locations, confirm size and type of existing pipe and fittings. Perform shutdowns,  
install valves and fittings. Backfill, compact and pave back area.

**Bidder's Authorized Representative**

  
\_\_\_\_\_  
Signature  
Kenneth Munoz  
\_\_\_\_\_  
Name (Print)  
President  
\_\_\_\_\_  
Title (Print)

9. Statement on Bonds and Insurance

- a. Names and addresses of all members of partnership or names and titles of all corporate officers:

Kemeth Munoz - President + Treasurer  
32389 Dunlap Blvd Yucaipa, CA 92399

---

---

---

---

---

- b. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

Commercial Surety Bond Agency

1411 N. Batavia St., Ste. 201 Orange, CA 92867

---

---

---

---

---

- c. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address(es) of insurers agreeing to insurance coverage

Compass Direct Insurance Services

1100 Town and Country Rd #1250, Orange, CA 92868

---

---

---

---

---

10. Certification of Bidding Documents

The Bidder hereby declares and certifies under penalty of perjury that the foregoing statements and all of Bidder's Proposal and Supporting Documents herewith submitted are accurate and correct.

BIDDER

Name: McEggen/Rabon Kenneth P. Munoz

Address: 32389 Dunlap Blvd  
Yuccaipa, CA 92399

Email: accounting@mcpipeline.com

Telephone 909.795-9300

By: [Signature]  
(Authorized Representative, Written Signature)

Kenneth Munoz  
(Authorized Representative, Typed or Printed Name)

Title: President  
[Individual, Partner, Corporate Officer (Title)]

Federal Tax Identification Number or Social Security Number: [REDACTED]

Corporation organized  
under the laws of the  
State of: California

CALIFORNIA CONTRACTOR'S LICENSE:

Class A

(Class A or Class C-34 is required)

(Corporate Seal)

Number 819356

Expiration Date 4/30/23

NOTARY

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 \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, 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.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

BD-21



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 San Bernardino }

On January 09, 2023 before me, Camie Lee Martinez Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kenneth MUNOZ  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Camie Lee Martinez  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

11. **Non-Collusion Declaration**  
**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the Pres of McEwen, not Rectals the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1-09-23 [date], at Yreka [city], Calif. [state].

BIDDER

Name:

Kip Kenneth P. Munoz

By:

Kip

(Authorized Representative, Written Signature)

Kenneth P. Munoz

(Authorized Representative, Typed or Printed Name)

Title:

Pres.

[Individual, Partner, Corporate Officer (Title)]

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 San Bernardino }

On January 09, 2023 before me, Camie Lee Martinez Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kenneth Munoz  
Name of Signer

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 Camie Lee Martinez  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Non-Collusion Declaration

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**12. 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 for, 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 Bidder's and subbidders' current Public Works Contractor Registration with the Department of Industrial Relations.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and that Bidder and all listed subbidders (subcontractors) are currently registered with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: MCC Equipment Rentals, Inc.

DIR Registration Number: 10000012247

DIR Registration Expiration: 06/30/24

Small Project Exemption: ☐ Yes or ☒ No

Bidder further acknowledges:

1. Bidder shall maintain its 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 maintain DIR 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.

Signature: 

Name and Title: Kenneth Munoz - President

Dated: 01/09/23

<sup>1</sup> If the project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

13. **Iran Contracting Act Certification**  
(Public Contract Code Section 2200 *et seq.*)

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

☒ The Contractor is not:

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

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

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

Signed 

Title President

Firm MCC Equipment Rentals, Inc.

Date 1/09/23

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

## 15. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Contractor), MCC Equipment Rentals, Inc. as Bidder and Principal, and Harco National Insurance Company as Surety, are held firmly bound unto the CABAZON WATER DISTRICT, situated in Riverside County, California, hereinafter called the Owner, in the penal sum of Ten Percent of the Amount Bid \_\_\_\_\_ dollars, \$10% \_\_\_\_\_, for the payment of which sum, well and truly to be made, we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated January 9th, 2023, for BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT for Owner.

NOW THEREFORE, (1) if the Bidder shall not withdraw said bid within sixty days after the opening of the same, and (2) shall within ten days after the award of the Contract furnish the required certificates of insurance and enter into a written contract with the Owner in accordance with the bid as accepted, and (3) if the Bidder shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of said Contract and for the protection of laborers and material men, or (4) in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said Contract, if the Bidder shall within thirty days after request by the Owner pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required Work or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise they remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including reasonable attorney's fee, to be fixed by the court.

For value received, the Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by any bid errors or by an extension of time within which the Owner may accept such bid, and said Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, Bidder and Surety have duly and fully executed this instrument this 6th day of January, 2023.

## PRINCIPAL:

Name MCC Equipment Rentals, Inc.

By [Signature]  
(Authorized Representative, Written Signature)

Kenneth P. Menia  
(Authorized Representative, Typed or Printed Name)

Title President  
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By [Signature]

Title President

(Corporate Seal)

## SURETY:

Name Harco National Insurance Company

By [Signature]  
(Authorized Representative, Written Signature)

Ben Stong  
(Authorized Representative, Typed or Printed Name)

Title Attorney-in-Fact  
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

**NOTE:** Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.



15. Bid Bond (Continued)

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.

NOTARY FOR PRINCIPAL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me,  
\_\_\_\_\_ 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

(Notary Seal)

NOTARY FOR SURETY

STATE OF California )  
COUNTY OF Orange )

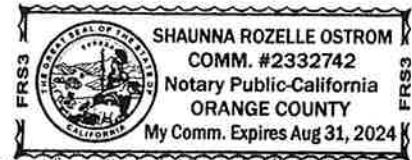
On January 6th, 2023, before me,  
Shaunna Rozelle Ostrom, Notary Public personally  
appeared Ben Stong,  
who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed  
the same 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 Shaunna Rozelle Ostrom

(Notary Seal)



NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the Work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Harco National Insurance Company

2400 E. Katella Ave., Suite 250

Anaheim, CA 92806

Name and address of agent or representative  
for service of process in California, if different  
from above

Commercial Surety Bond Agency

1411 N. Batavia St., Suite 201

Orange, CA 92867

Telephone number of Surety and agent or representative  
for service of process in California

Agent: (714) 516-1232 Surety: (714) 602-9170

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

BENJAMIN WOLFE, MICHAEL D. STONG, CHELSEA LIBERATORE, BEN STONG, ADRIAN LANGRELL, DWIGHT REILLY, DANIEL HUCKABAY, ARTURO AYALA, FRANK MORONES, SHAUNNA ROZELLE OSTROM, R. NAPPI

Orange, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 6th, 2023



Nº 6046

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Harco National Insurance Company

of Rolling Meadows, Illinois, organized under the  
laws of Illinois, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within this State,  
subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,  
Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier  
Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and  
Vehicle, Automobile, Aircraft, and Miscellaneous  
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements  
made under authority of the laws of the State of California as long as such laws or requirements are  
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed  
or amended.

IN WITNESS WHEREOF, effective as of the 31st day  
of December, 19 94, I have hereunto set  
my hand and caused my official seal to be affixed this 3rd  
day of January, 19 95.



By

John Gazamendi  
Insurance Commissioner  
Victoria S. Sidbury  
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**14. Executive Order N-6-22 Certification**

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Owner funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Owner with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY OF PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as described in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the contractor. This certification is made under the laws of the State of California.

Signature: \_\_\_\_\_



Printed Name: Kenneth Munoz

Title: President

Contractor: MCC Equipment Rentals, Inc.

Date: 01/09/23

**BD-25**

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 San Bernardino }

On January 09, 2023 before me, Camie Lee Martinez Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kenneth Munoz

Name of Signer

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~~s~~ she~~s~~ they executed the same in his~~r~~ her~~r~~ their authorized capacity~~ies~~, and that by his~~r~~ her~~r~~ 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 Camie Lee Martinez  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bid Bond

Document Date: 01-09-23

Number of Pages: 2

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Kenneth Munoz

Signer's Name: \_\_\_\_\_

☒ Corporate Officer – Title(s): President - Treasurer

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Signer is Representing: MCC Equipment

Signer is Representing: \_\_\_\_\_

Pentak, Inc.

CABAZON WATER DISTRICT  
CABAZON, CALIFORNIA

**BIDDING DOCUMENTS**

FOR THE  
BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT

**A. INSTRUCTIONS TO BIDDERS**

**1. Responsible Bidders**

Bidders are advised that in selecting the Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract, as well as his reputation within the industry. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his bid proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required in said Bidder's Statement of Experience with respect to any proposed subcontractors (Not required for materials only proposal).

**2. Completion of Bid Proposal and Supporting Documents**

Bidder shall submit his bid proposal on the forms contained within these Bidding Documents (Bid Proposal Packet) provided with the Contract Documents issued by Owner or Owner's representative directly to Bidder. Owner will not accept bid proposals submitted on forms other than those contained within said Bid Proposal Packet included in the Contract Documents. Any addenda or bulletins issued prior to the bid shall be incorporated into the bid proposal and shall be evidenced by Bidder's inclusion of the signed acknowledgement of receipt for each addendum or bulletin with Bidder's submitted bid proposal.

Bidder shall complete the attached bid proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with Statement of Experience (not required for materials only proposal), Bid Schedule, Certified Data, Certified Worker Craft and Classification, Certification of Bidder's Work Site Inspection, Statement on Bonds and Insurance, Certification of Bidding Documents, Non-Collusion Declaration, Public Works Contractor Registration Certification, Iran Contracting Act Certification, Executive Order N-6-22 Certification, and Bid Proposal Guarantee.

Pursuant to Labor Code sections 1725.5 and 1771.1, no bid will be accepted nor any contract entered into without proof of Bidder's and subbidders' current registration with the Department of Industrial Relations. 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. Each Bidder shall provide the Public Works Contractor Registration Number for each listed subbidder in the space provided in the listing of subbidders.

Bidder shall complete each blank on each page. Each entry within the Bid Schedule(s) shall be printed by hand in blue or black ink, and each entry on remaining forms shall be completed by hand or typewritten; forms shall be signed in accordance with Item A.4 herein. The completed forms shall be without alterations, erasures, or interlineations. Bidder shall correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove. Unless otherwise provided in the Supplemental Instructions to Bidders, Owner will not consider any bid proposal which does not include bids on all bid items set forth in the Bid Schedule(s). Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves.

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any alterations or interlineations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or any matter whatever. Pursuant to Business and Professions Code Section 7028.15, Owner will consider non-responsive and reject any bid submitted by a Contractor not licensed as required by law.

**3. Omissions and Discrepancies**

Should a Bidder find purported discrepancies in, or omissions from the Special Requirements, Basic Specifications, Construction and Standard Drawings, or other documents bound herein, or should Bidder be in doubt as to their meaning, Bidder shall immediately notify Owner in writing. Owner may then send written instructions or notification to all Bidders.

**4. Signature and Seal**

If the bid proposal is made by an individual, it shall be signed and his full name and his address shall be given; if it is made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporation seal, and the names and titles of all current officers of the corporation shall be given.

**5. Bid Proposal Guarantee**

Each bid proposal shall be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety or sureties admitted in and regulated by the State of California and further, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form attached herein or on an equivalent form approved by Owner), or equivalent substitution in lieu of a bond as authorized by Civil Procedure Code Section 995.710, for an amount not less than 10% of the maximum amount bid.

Said check, bond, or substitute shall be made payable to the Owner and shall be given as a guarantee that the Bidder will enter into the Contract described in the Notice Inviting Bids herein if awarded the Work. By submitting a bid proposal, each Bidder agrees that its failure to enter the Contract if awarded the Work would result in damage to the Owner and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. For this reason, each Bidder agrees that the Owner may retain the bid proposal guarantee as liquidated damages if the Bidder is awarded the Work but fails to or refuses to timely enter the Contract.

**6. Packaging and Delivery of Bid Proposal and Guarantee**

Once the bid proposal and supporting documents herein have been completed and signed as set forth above, they shall be placed, along with the bid proposal guarantee and any proposed sketches and brochures required by these instructions, in an envelope, sealed and addressed, and delivered or mailed, postage prepaid, to:

<u>Street Address</u>	<u>Mailing Address</u>
Cabazon Water District	
14618 Broadway Street	P. O. Box 297
Cabazon, CA 92230	Cabazon, CA 92230

Said envelope shall also contain the following in the lower left-hand corner thereof:

Bid Proposal of Borden Excavating Inc.  
for BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT

No consideration shall be given by the Owner to bid proposals received after the date and time set by the Notice Inviting Bids herein for the opening of bids.

**7. Withdrawal of Bid Proposal**

Any Bidder may, without prejudice, withdraw his bid proposal at any time prior to the date and time set by the Notice Inviting Bids herein for the opening of bids; provided that any request to withdraw is made in writing and duly executed by the Bidder or the Bidder's duly authorized representative and delivered to the Owner at the address set forth in Instruction 6 herein. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the Bidder requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in Instruction 8 herein.

**8. Modification of Bid Proposal**

Any Bidder who may wish to modify the bid proposal previously submitted by him may do so only by (a) following the withdrawal procedure set forth in Instruction 7 hereof prior to the date and time set by the Notice Inviting Bids herein for the opening of bids, and (b) submitting a substituted bid proposal which conforms to the requirements set forth in Instruction 1, 2, 4, 5, and 6 hereof. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the one requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in this Instruction 8.

**9. Opening and Awarding of Bids**

All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 60 days of the opening. The Owner's policy is to award to the lowest responsible Bidder submitting a responsive bid who can comply with the projected delivery and/or completion schedules. However, the Owner reserves the right to reject any and all bids, to waive any irregularity, or to award the subject Contract to other than the lowest Bidder. Owner may, at its sole discretion, disregard any added conditions, limitations, provisions, or any interlineations or alterations. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. However, if the amount set forth as a unit price is ambiguous, illegible or uncertain for any cause, or is omitted, or is the same amount as the entry in the item cost column, then the amount set forth in the item cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where applicable, in case of discrepancy between the written price and the numerical price, the written price shall prevail.

**10. Return of Proposal Guarantees**

Bid proposal guarantees will be returned to unsuccessful bidders within 60 days from the date that the Contract is awarded to the successful bidder.

**11. Bond(s) and Certificates Required of Successful Bidder**

The successful Bidder shall, upon receipt of notice of acceptance of his bid, promptly secure with a responsible corporate surety or sureties admitted in and regulated by the State of California and, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570, a contract performance bond in an amount of not

less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the Contract.

In addition, the successful Bidder shall promptly secure with a responsible corporate surety or sureties admitted in and regulated by the State of California and, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570, a payment bond (not required for materials only proposal) in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the Contract.

Owner may request the successful Bidder submit a certified copy of the certificate of authority of the surety insurer issued by the California Insurance Commissioner and to submit copies of the surety insurer's most recent quarterly and annual statements filed with the Department of Insurance pursuant to California Insurance Code, Section 900, et seq.

The successful Bidder shall also furnish Certificates of Insurance as evidence of coverage in accordance with the Contract Appendix.

All bonds shall be subject to the approval of the Owner, and shall be submitted on the forms provided in the Contract section of the Contract Documents. All Certificates of Insurance shall be subject to the approval of the Owner and shall be submitted on the forms provided in the Contract section of the Contract Documents.

## **12. Execution of the Contract**

The Bidder to whom award is made shall execute a written contract with the Owner on the form of Contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience (not required for materials only proposal), Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding paragraph within 10 days from the date of mailing the Notice from the Owner to the Bidder, as set forth above, of the acceptance of his proposal.

No bid proposal shall be considered binding upon the Owner until the Contract has been executed. Failure or refusal by the successful Bidder to so enter into a Contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the bid proposal guarantee. If the successful Bidder refuses or fails to execute the Contract, the Owner may award the Contract to the Bidder whose bid proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the Contract and bond for the corporation to so sign.

## **13. Withheld Contract Funds**

Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300. Refer to Section 30 of the Contract Appendix and the Escrow Agreement for Security Deposits in Lieu of Payment Retention included within the Contract section of the Contract Documents.

**B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS**

TO THE PRESIDENT OF THE BOARD OF DIRECTORS, CABAZON WATER DISTRICT, CABAZON, CALIFORNIA (Owner):

**1. Proposal**

The undersigned proposes to construct, furnish and install, or furnish only the components or items as set forth in the Bidding Documents for BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT.

In submitting this Proposal, the undersigned declares that he has read the Notice Inviting Bids, the Instructions to Bidders, the unexecuted Contract, and all other documents incorporated by reference, including the Special Requirements, the Basic Specifications, and the Construction and Standard Drawings and that he has inspected the Work site.

In exchange for consideration of this Proposal by the Owner, the Bidder agrees that if his bid is accepted by the Owner, the Bidder shall execute said Contract, construct, furnish and install, or furnish the items set forth in this Proposal and required by the Contract, Special Requirements, Basic Specifications, and Construction and Standard Drawings (all within the time provided), and shall accept as full payment the prices set forth in the Bid Schedule(s).

The Bidder further agrees that he shall execute such Contract within ten days from the date of mailing to him written notice of the Owner's acceptance of this proposal, that within the same time he shall furnish performance and payment bonds\*, along with required certificates of insurance, and that upon failure to do so within said time, the proposal guaranty shall become the property of the Owner as liquidated damages for such failure or refusal, and shall be deposited as moneys belonging to the Owner; provided that if said Bidder executes the Contract and furnishes the required performance and payment bonds\* and certificates of insurance within the time aforesaid, his proposal guaranty shall be returned to him within ten days thereafter.

In submitting a bid to a public body, the Bidder offers and agrees that if the bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

\*Payment bond not required for materials only proposal.



**2. Statement of Experience\***

**a. Bidder**

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work. Bidder (Contractor) shall perform Work in excess of fifty percent (50%) of the total bid.

Name: Borden Excavating INC  
Address: 1014 2nd St. Calimesa, CA  
Contractor License No.: 741879 Class: A  
Type of Work: Pipeline  
Years of Experience: 20  
DIR Registration No.: 1000001975 (also complete certification form herein)

**b. Bidder Projects**

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four (4) projects similar to the type of work specified that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

- 1) Project Name: 2021 CIP Water Pipeline Replacement  
Contract Amount: \$3,555,000.00 Date Completed: 08/15/22  
Type of Work: Pipeline, Valve, and service replacement  
Owner (Name, Address, & Phone): City of Redlands, Goutam K. Dobey, P.E.  
35 Cajon St, Redlands, CA 92373 909-798-7584  
Engineer (Name, Address, & Phone): Same  
  
Person in Charge of Project (Name, Phone & Email): Same  
  
  
2) Project Name: Calimesa Boulevard 24" Recycled Water Pipeline  
Contract Amount: \$4,047,174.00 Date Completed: 10/20/22  
Type of Work: Pipeline, Valve, and service replacement  
Owner (Name, Address, & Phone): Yucaipa Valley Water District, Dustin Hochreiter  
12770 2nd St, Yucaipa, CA 92399 909-797-5118  
Engineer (Name, Address, & Phone): Same  
  
Person in Charge of Project (Name, Phone & Email): Same

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

b. **Bidder Projects** (Continued, attach additional sheets if necessary)

3) Project Name: 2019 CIP Water Pipeline Replacement

Contract Amount: \$9,404,909.00 Date Completed: 05/31/22

Type of Work: Pipeline, Valve, and service replacement

Owner (Name, Address, & Phone): City of Redlands, Goutam K. Dobey, P.E.  
35 Cajon St, Redlands, CA 92373 909-797-5118

Engineer (Name, Address, & Phone): Same

Person in Charge of Project (Name, Phone & Email): Same

4) Project Name: 16-Inch Wildwood Water

Contract Amount: \$477,477.00 Date Completed: 03/05/21

Type of Work: Pipeline, Valve, and service replacement

Owner (Name, Address, & Phone): Yucaipa Valley Water District, Dustin Hochreiter  
12770 2nd St, Yucaipa, CA 92399 909-797-5118

Engineer (Name, Address, & Phone): Same

Person in Charge of Project (Name, Phone & Email): Same

5) Project Name: N/A

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_

\* Not required for materials only proposal

**2. Statement of Experience\* (Continued)**

**c. Bidder's Principals and Key Personnel (attach additional sheets if necessary)**

If Bidder (Contractor) has less than 5 years' experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience to warrant consideration for award; Owner will determine whether Bidder (Contractor) has sufficient work experience to meet the 5 years' work experience requirement.

1) Name: N/A

Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

2) Name: N/A

Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

**d. Has Bidder been involved in litigation with any owner of any project within the last 10 years? \_\_\_\_\_. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. (Attach additional sheets if necessary.)**

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**e. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of Contract. Said statement, data, or information may be considered in selecting the successful Bidder.**

\* Not required for materials only proposal

## 2. Statement of Experience\* (Continued)

- f. Each Bidder (Contractor), at its option, may provide pertinent data or other information which may help Owner properly evaluate bid proposal.

N/A

[illegible]

\* Not required for materials only proposal

2. Statement of Experience\* (Continued)

g. List of Subbidders (copy and attach additional sheets if necessary)

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent (1/2%) of the total bid amount. Attach additional sheets if necessary. State the subbidders' names, addresses, contractor license information, DIR public works contractor registration number, and the portion of Work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. Subbidders' experience shall be included in Section B.2.h herein.

If Bidder fails to specify a subbidder for a portion of Work to be performed in excess of one-half of one percent of the Contractor's total bid amount, the Contractor agrees, pursuant to Section 4106 of the California Public Contract Code, that the Contractor is fully qualified to perform that portion, and will perform such portion of the Work.

- 1) Subbidder Name: N/A  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_
- 2) Subbidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_
- 3) Subbidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_
- 4) Subbidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_

\* Not required for materials only proposal

h. Subbidder Experience (copy and attach for each subbidder, two pages)

Subbidder Name: N/A

1) Subbidder Projects:

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two (2) projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

a) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name, Phone, & Email): \_\_\_\_\_

b) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name, Phone, & Email): \_\_\_\_\_

\* Not required for materials only proposal

**2. Statement of Experience\* (Continued)**

**h. Subbidder Experience (Continued, copy and attach for each subbidder)**

Subbidder Name: N/A

**2) Subbidder's Principals and Key Personnel (use reverse side or attach additional sheets if necessary)**

If any subbidder (subcontractor) has less than 5 years' experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience to warrant consideration for award; Owner will determine whether subbidder (subcontractor) has sufficient work experience to meet the 5 years' work experience requirement.

a) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

b) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

**3) Has subbidder been involved in litigation with any owner of any project within the last 10 years? \_\_\_\_\_ If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. (Attach additional sheets if necessary.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Not required for materials only proposal

**3. Supplemental Instructions to Bidders**

- a. Bidder shall submit a cost for each bid and subbid item. If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid items.
- b. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- c. Bidder shall be licensed in accordance with the California Contractors State License Law of the Business and Professions Code and shall have a minimum of 5 years' experience in the type of work specified. Subbidders, if any, shall also be licensed in accordance with the same law and shall also have a minimum of 5 years' experience in the type of work specified.
- d. Bidder shall visit and inspect the Work site and complete Certification of Bidder's Work Site Inspection to verify same.



#### 4. Bid Schedule

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees. The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the Work. The estimated quantities for unit price items are for purposes of comparing bids only and Owner makes no representation that the actual quantities of Work performed will not vary from the estimates. Final payment shall be determined by Owner from measured quantities of Work performed based upon the unit price.

#### BID SCHEDULE BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
101	Furnish bonds, insurance, and management.	1	L.S.	N/A	\$ <u>1,000.00</u>
102	Mobilization of labor, equipment, and materials (not to exceed 3% of total bid).	1	L.S.	N/A	\$ <u>1,000.00</u>
103	Demobilization of labor, equipment, and materials (not to exceed 3% of total bid).	1	L.S.	N/A	\$ <u>1,577.00</u>
104	Allowance for Encroachment Permit from Riverside County Transportation Department, including Traffic Control Plans per WATCH Manual for approval.	1	L.S.	PRESET (DO NOT CHANGE)	<u>\$15,000</u>
105	Furnish trench protection in accordance with Cal/OSHA Standards for all trenches greater than 5' deep.	1	L.S.	N/A	\$ <u>200.00</u>
106	Furnish utility verification (potholing) at cluster valve assembly location and providing pothole report to the District.	1	L.S.	N/A	\$ <u>1,000.00</u>
107	Remove and dispose of three (3) existing gate valves and associated tee, including all associated demolition, excavation, and removals.	1	L.S.	N/A	\$ <u>1,000.00</u>
108	Furnish and install 12" flanged gate valve per Std. Dwg. W109.	3	EA	\$ <u>7,000.00</u>	\$ <u>21,000.00</u>
109	Furnish and install new ductile iron tee and fittings per detail on Construction Drawings as needed for valve installation.	1	EA	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>

## BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT

110	Furnish and place asphalt concrete pavement patch in accordance with Riverside County Standard Drawing No. 818 and RCTD permit, including striping as required for construction (3" AC over 6" AB, minimum).	1	L.S.	N/A	\$ <u>12,500.00</u>
111	Furnish and install necessary materials/repairs to restore traffic signal/signal loop functionality per RCTD requirements.	1	L.S.	N/A	\$ <u>1,500.00</u>
112	Allowance for all other items not included in the bid items required for a complete and functional project in compliance with the Contract Documents.	1	L.S.	PRESET (DO NOT CHANGE)	<u>\$10,000</u>
113	Furnish and install one (1) 4' x 6' project sign near District office, as directed by District.	1	EA	\$ <u>500.00</u>	\$ <u>500.00</u>
114	All costs associated with County requirements, including, but not limited to, reporting, field inspection, and audits.	1	L.S.	N/A	\$ <u>500.00</u>

**TOTAL BID (Sum of Bid Items 101 through 114):**

Seventy Two Thousand Seven Hundred Seventy Seven Dollars and no cents Dollars \$ 72,777.00  
(words) (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

**Bidder's Authorized Representative**

Bidder's Authorized Representative



Signature

Bryce Borden

Name (Print)

### Vice President

Title (Print)

**5. Contract Completion Schedule**

a. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 90 calendar days after date of Notice to Proceed.

b. Liquidated Damages

Contractor is advised that "Liquidated Damages" of \$1,000.00 per calendar day may be assessed for each calendar day that the Work remains incomplete following the date(s) established by the Contract Completion Schedule, as adjusted for due cause by Change Order.

**6. Certified Data**

In the blanks provided, fill in the required Certified Data relating to the Bidder's Proposal.

a. Manufacturer of Gate Valves  
Clow, Mueller

---

b. Manufacturer of Ductile Iron Fittings  
Sigma, Tyler, Star

---

**7. Certified Worker Craft and Classification**

Bidder hereby states that the bid proposal has been based on the worker craft and classification set forth below and the Work will be performed by personnel within these classifications unless Bidder specifically requests change in writing and Owner approves same in writing.

	Work*	Craft	Classification
<b>Examples:</b>			
	Steel Tank Work	Operating Engineer	Group B-Crane Operator
	Electrical Work	Electrician	Cable Splicer
	Plant Work	Roofer	Helper
a.	Pipeing	Pipeline	Pipelayer
b.	Pipeing	Pipeline	Operator
c.			
d.			
e.			
f.			
g.			
h.			
i.			
j.			
k.			
l.			
m.			

- \* Designate Type of Work, i.e. Earthwork, Concrete Work, Electrical Work, Mechanical Work, Pump Work, Plant Work, Tank Work, Fencing, Painting, Piping

**8. Certification of Bidder's Work Site Inspection**

I certify that I have visited and inspected the Work sites on the following dates:

<u>Site</u>	<u>Date(s) Visited</u>
Site shown on Sheet 3 of the Construction Drawings	<u>01/04/23</u>

I also certify that I am familiar with local conditions which may affect the performance of the Work and propose to perform the Work generally as follows:

---

---

---

---

---

---

---

**Bidder's Authorized Representative**

  
Signature

Bryce Borden  
Name (Print)

Vice President  
Title (Print)

**9. Statement on Bonds and Insurance**

- a. Names and addresses of all members of partnership or names and titles of all corporate officers:

Shaun Borden, 1000 2nd St. Calimesa, CA

Bryce Borden, 1014 2nd St. Calimesa, CA

- b. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

US Specialty Insurance Company

24800 Chrisanta Drive, Suite 160 Mission Viejo, CA 92691

- c. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address(es) of insurers agreeing to insurance coverage

SIP Insurance Services, 750 The City Dr. S | Ste 450 Orange, CA 9286

10. Certification of Bidding Documents

The Bidder hereby declares and certifies under penalty of perjury that the foregoing statements and all of Bidder's Proposal and Supporting Documents herewith submitted are accurate and correct.

BIDDER

Name: Borden Excavating Inc.

Address: 1014 2nd St. Calimesa, CA

Email: bryce@bei.bid

Telephone 909-795-5410

By: \_\_\_\_\_  
(Authorized Representative, Written Signature)

Bryce Borden  
(Authorized Representative, Typed or Printed Name)

Title: Vice President  
[Individual, Partner, Corporate Officer (Title)]

Federal Tax Identification Number or Social  
Security Number: [REDACTED]

Corporation organized  
under the laws of the  
State of: ca

CALIFORNIA CONTRACTOR'S LICENSE:

Class A

(Class A or Class C-34 is required)

(Corporate Seal)

Number 741879

Expiration Date 06/23

NOTARY

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.

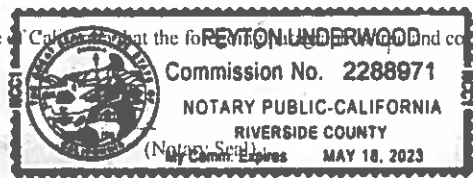
STATE OF California )  
COUNTY OF Riverside )

On January 9th, 2023, before me, Peyton Underwood, personally  
appeared Bryce Borden, 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 is true and correct.

WITNESS my hand and official seal.

Signature of Notary



NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.



11. **Non-Collusion Declaration**  
**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the Vice President of Borden Excavating Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 01/09/23 [date], at Calimesa [city], California [state].

BIDDER

Name: Borden Excavating Inc.

By:   
(Authorized Representative, Written Signature)

Bryce Borden

(Authorized Representative, Typed or Printed Name)

Title: Vice President  
[Individual, Partner, Corporate Officer (Title)]

## 12. 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 for, 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 Bidder's and subbidders' current Public Works Contractor Registration with the Department of Industrial Relations.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and that Bidder and all listed subbidders (subcontractors) are currently registered with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: Borden Excavating Inc.

DIR Registration Number: 1000001975

DIR Registration Expiration: 01/09/23

Small Project Exemption: ☐ Yes or ☒ No

Bidder further acknowledges:

1. Bidder shall maintain its 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 maintain DIR 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.

Signature: 

Name and Title: Bryce Borden, VP

Dated: 01/09/23

<sup>1</sup> If the project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**13. Iran Contracting Act Certification**  
(Public Contract Code Section 2200 *et seq.*)

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

☒ The Contractor is not:

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

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

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

Signed \_\_\_\_\_

Title Bryce Borden, VP

Firm Borden Excavating Inc.

Date 01/09/23

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

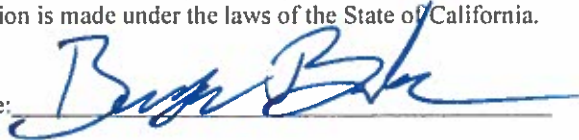
**14. Executive Order N-6-22 Certification**

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Owner funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Owner with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY OF PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as described in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the contractor. This certification is made under the laws of the State of California.

Signature: \_\_\_\_\_



Printed Name: Bryce Borden

Title: Vice President

Contractor: Borden Excavating Inc.

Date: 01/09/23

15. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Contractor), Borden Excavating, Inc. as Bidder and Principal, and U.S. Specialty Insurance Company as Surety, are held firmly bound unto the CABAZON WATER DISTRICT, situated in Riverside County, California, hereinafter called the Owner, in the penal sum of Ten Percent of the Total Bid Amount dollars, \$ 10.0% of Bid Amount, for the payment of which sum, well and truly to be made, we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated January 9, 2023, for BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT for Owner.

NOW THEREFORE, (1) if the Bidder shall not withdraw said bid within sixty days after the opening of the same, and (2) shall within ten days after the award of the Contract furnish the required certificates of insurance and enter into a written contract with the Owner in accordance with the bid as accepted, and (3) if the Bidder shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of said Contract and for the protection of laborers and material men, or (4) in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said Contract, if the Bidder shall within thirty days after request by the Owner pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required Work or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise they remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including reasonable attorney's fee, to be fixed by the court.

For value received, the Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by any bid errors or by an extension of time within which the Owner may accept such bid, and said Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, Bidder and Surety have duly and fully executed this instrument this 5th day of January, 2023.

PRINCIPAL:

Name Borden Excavating, Inc.

By [Signature]  
(Authorized Representative, Written Signature)

Bryce Borden  
(Authorized Representative, Typed or Printed Name)

Title Vice President  
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By [Signature]

Title SHAWN BORDEN, CEO

(Corporate Seal)

SURETY:

Name U.S. Specialty Insurance Company

By [Signature]  
(Authorized Representative, Written Signature)

Irene Luong  
(Authorized Representative, Typed or Printed Name)

Title Attorney-in-Fact  
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By [Signature]

Title Yung Mullick, Manager

(Corporate Seal)

NOTE: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

15. Bid Bond (Continued)

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.

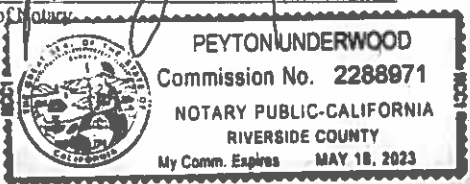
NOTARY FOR PRINCIPAL

STATE OF California )  
COUNTY OF Riverside )

On January 9th, 2023, before me, Peaton Underwood, personally appeared Bryce Borden, 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: [Signature]  
(Notary Seal) 

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the Work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

U.S. Specialty Insurance Company

13403 Northwest Freeway, Houston, TX 77040

Name and address of agent or representative for service of process in California, if different from above

The Bond Exchange and Insurance Agency

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691

Telephone number of Surety and agent or representative for service of process in California

Surety: (713) 462-1000

Agent: 949-461-7000

NOTARY FOR SURETY

STATE OF See Attached )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, 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 \_\_\_\_\_

(Notary Seal)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange

On JAN 05 2023

Date

before me,

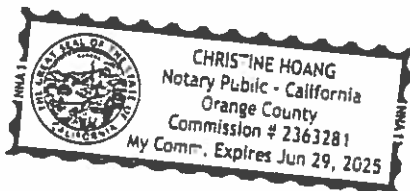
Christine Hoang

, Notary Public,

Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public Christine Hoang

### 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 the form to another document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here





**TOKIO MARINE  
HCC**

## POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Yung T. Mullick, James W. Mollanen, Irene Luong, Emilie George, Christine Hoang,  
Danielle Hanson or P. Austin Neff of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Fifteen Million\*\*\*\*\* Dollars (\*\*\*15,000,000.00\*\*\*). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

*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*

On this 23<sup>rd</sup> day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23<sup>rd</sup> day of January, 2022.

Corporate Seals

Bond No. N/A

Agency No. 7715



Kio Lo, Assistant Secretary



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

*U. S. Specialty Insurance Company*

*of Houston, Texas, organized under the laws of Texas, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Liability, Workers' Compensation,  
Aircraft, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California*

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 29th day of December, 2004, I  
have hereunto set my hand and caused my official seal to be affixed  
this 29th day of December, 2004.

Fee \$117.00

John Garamendi  
Insurance Commissioner

Rec. No.

Filed 4/12/04

By

Victoria S. Sidbury  
for Ida Zadow  
Asst. Chief Deputy

**Certification**

*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused my  
official seal to be affixed this 14th day of March, 2007.

Steve Poizner  
Insurance Commissioner

By

Pauline D'Andrea  
Pauline D'Andrea

**CABAZON WATER DISTRICT  
CONTRACT DOCUMENTS FOR  
BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT**

**ADDENDUM NO. 1**

**PLEASE BE ADVISED:**

The following clarifications, changes, additions, and/or corrections hereinafter set forth shall be incorporated into the project Contract Documents, and shall be made a part thereof, subject to all the requirements thereof, as if originally specified and/or shown.

**QUESTIONS AND ANSWERS**

**NOTE: The time allotted for bidder questions has passed. No additional questions will be accepted.**

1. Q: "The Bid Documents reference Standard Drawing W111, which is not included in the Bid Documents. We have also been unable to locate the document on the District's website. Please provide a copy of Standard Drawing W111."
- A: **Add** the attached Cabazon County Water District Standard Drawing W111, Valve Box Installation, to the end of the Contract Documents Standard Drawings.



By: Travis Romeyn  
Travis R. Romeyn, RCE No. 84918

Date: January 5, 2023

**ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Bidder hereby acknowledges receipt of Addendum No. 1 and the incorporation thereof in bid proposal for the Broadway and Main Street Cluster Valve Replacement Project. This signed acknowledgement shall be included in the bid proposal.

Bidder: T.E. Roberts, Inc.

By: [Signature]  
(Bidder's Authorized Representative) Justin Roberts

Date: January 9, 2023

Title: Secretary

683-11P22-ADD-1

Attachments: Cabazon County Water District Standard Drawing W111

CABAZON WATER DISTRICT  
CABAZON, CALIFORNIA

**BIDDING DOCUMENTS**

FOR THE  
BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT

**A. INSTRUCTIONS TO BIDDERS**

**1. Responsible Bidders**

Bidders are advised that in selecting the Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract, as well as his reputation within the industry. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his bid proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required in said Bidder's Statement of Experience with respect to any proposed subcontractors (Not required for materials only proposal).

**2. Completion of Bid Proposal and Supporting Documents**

Bidder shall submit his bid proposal on the forms contained within these Bidding Documents (Bid Proposal Packet) provided with the Contract Documents issued by Owner or Owner's representative directly to Bidder. Owner will not accept bid proposals submitted on forms other than those contained within said Bid Proposal Packet included in the Contract Documents. Any addenda or bulletins issued prior to the bid shall be incorporated into the bid proposal and shall be evidenced by Bidder's inclusion of the signed acknowledgement of receipt for each addendum or bulletin with Bidder's submitted bid proposal.

Bidder shall complete the attached bid proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with Statement of Experience (not required for materials only proposal), Bid Schedule, Certified Data, Certified Worker Craft and Classification, Certification of Bidder's Work Site Inspection, Statement on Bonds and Insurance, Certification of Bidding Documents, Non-Collusion Declaration, Public Works Contractor Registration Certification, Iran Contracting Act Certification, Executive Order N-6-22 Certification, and Bid Proposal Guarantee.

Pursuant to Labor Code sections 1725.5 and 1771.1, no bid will be accepted nor any contract entered into without proof of Bidder's and subbidders' current registration with the Department of Industrial Relations. 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. Each Bidder shall provide the Public Works Contractor Registration Number for each listed subbidder in the space provided in the listing of subbidders.

Bidder shall complete each blank on each page. Each entry within the Bid Schedule(s) shall be printed by hand in blue or black ink, and each entry on remaining forms shall be completed by hand or typewritten; forms shall be signed in accordance with Item A.4 herein. The completed forms shall be without alterations, erasures, or interlineations. Bidder shall correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove. Unless otherwise provided in the Supplemental Instructions to Bidders, Owner will not consider any bid proposal which does not include bids on all bid items set forth in the Bid Schedule(s). Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves.

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any alterations or interlineations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or any matter whatever. Pursuant to Business and Professions Code Section 7028.15, Owner will consider non-responsive and reject any bid submitted by a Contractor not licensed as required by law.

**3. Omissions and Discrepancies**

Should a Bidder find purported discrepancies in, or omissions from the Special Requirements, Basic Specifications, Construction and Standard Drawings, or other documents bound herein, or should Bidder be in doubt as to their meaning, Bidder shall immediately notify Owner in writing. Owner may then send written instructions or notification to all Bidders.

**4. Signature and Seal**

If the bid proposal is made by an individual, it shall be signed and his full name and his address shall be given; if it is made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporation seal, and the names and titles of all current officers of the corporation shall be given.

**5. Bid Proposal Guarantee**

Each bid proposal shall be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety or sureties admitted in and regulated by the State of California and further, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form attached herein or on an equivalent form approved by Owner), or equivalent substitution in lieu of a bond as authorized by Civil Procedure Code Section 995.710, for an amount not less than 10% of the maximum amount bid.

Said check, bond, or substitute shall be made payable to the Owner and shall be given as a guarantee that the Bidder will enter into the Contract described in the Notice Inviting Bids herein if awarded the Work. By submitting a bid proposal, each Bidder agrees that its failure to enter the Contract if awarded the Work would result in damage to the Owner and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. For this reason, each Bidder agrees that the Owner may retain the bid proposal guarantee as liquidated damages if the Bidder is awarded the Work but fails to or refuses to timely enter the Contract.

**6. Packaging and Delivery of Bid Proposal and Guarantee**

Once the bid proposal and supporting documents herein have been completed and signed as set forth above, they shall be placed, along with the bid proposal guarantee and any proposed sketches and brochures required by these instructions, in an envelope, sealed and addressed, and delivered or mailed, postage prepaid, to:

Street Address

Mailing Address

**Cabazon Water District**  
**14618 Broadway Street**  
**Cabazon, CA 92230**

**P. O. Box 297**  
**Cabazon, CA 92230**

Said envelope shall also contain the following in the lower left-hand corner thereof:

Bid Proposal of \_\_\_\_\_ (Bidder's Name)  
for \_\_\_\_\_ (Project Name Appearing on Cover Sheet)

No consideration shall be given by the Owner to bid proposals received after the date and time set by the Notice Inviting Bids herein for the opening of bids.

**7. Withdrawal of Bid Proposal**

Any Bidder may, without prejudice, withdraw his bid proposal at any time prior to the date and time set by the Notice Inviting Bids herein for the opening of bids; provided that any request to withdraw is made in writing and duly executed by the Bidder or the Bidder's duly authorized representative and delivered to the Owner at the address set forth in Instruction 6 herein. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the Bidder requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in Instruction 8 herein.

**8. Modification of Bid Proposal**

Any Bidder who may wish to modify the bid proposal previously submitted by him may do so only by (a) following the withdrawal procedure set forth in Instruction 7 hereof prior to the date and time set by the Notice Inviting Bids herein for the opening of bids, and (b) submitting a substituted bid proposal which conforms to the requirements set forth in Instruction 1, 2, 4, 5, and 6 hereof. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the one requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in this Instruction 8.

**9. Opening and Awarding of Bids**

All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 60 days of the opening. The Owner's policy is to award to the lowest responsible Bidder submitting a responsive bid who can comply with the projected delivery and/or completion schedules. However, the Owner reserves the right to reject any and all bids, to waive any irregularity, or to award the subject Contract to other than the lowest Bidder. Owner may, at its sole discretion, disregard any added conditions, limitations, provisions, or any interlineations or alterations. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. However, if the amount set forth as a unit price is ambiguous, illegible or uncertain for any cause, or is omitted, or is the same amount as the entry in the item cost column, then the amount set forth in the item cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where applicable, in case of discrepancy between the written price and the numerical price, the written price shall prevail.

**10. Return of Proposal Guarantees**

Bid proposal guarantees will be returned to unsuccessful bidders within 60 days from the date that the Contract is awarded to the successful bidder.

**11. Bond(s) and Certificates Required of Successful Bidder**

The successful Bidder shall, upon receipt of notice of acceptance of his bid, promptly secure with a responsible corporate surety or sureties admitted in and regulated by the State of California and, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570, a contract performance bond in an amount of not

less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the Contract.

In addition, the successful Bidder shall promptly secure with a responsible corporate surety or sureties admitted in and regulated by the State of California and, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570, a payment bond (not required for materials only proposal) in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the Contract.

Owner may request the successful Bidder submit a certified copy of the certificate of authority of the surety insurer issued by the California Insurance Commissioner and to submit copies of the surety insurer's most recent quarterly and annual statements filed with the Department of Insurance pursuant to California Insurance Code, Section 900, et seq.

The successful Bidder shall also furnish Certificates of Insurance as evidence of coverage in accordance with the Contract Appendix.

All bonds shall be subject to the approval of the Owner, and shall be submitted on the forms provided in the Contract section of the Contract Documents. All Certificates of Insurance shall be subject to the approval of the Owner and shall be submitted on the forms provided in the Contract section of the Contract Documents.

## **12. Execution of the Contract**

The Bidder to whom award is made shall execute a written contract with the Owner on the form of Contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience (not required for materials only proposal), Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding paragraph within 10 days from the date of mailing the Notice from the Owner to the Bidder, as set forth above, of the acceptance of his proposal.

No bid proposal shall be considered binding upon the Owner until the Contract has been executed. Failure or refusal by the successful Bidder to so enter into a Contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the bid proposal guarantee. If the successful Bidder refuses or fails to execute the Contract, the Owner may award the Contract to the Bidder whose bid proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the Contract and bond for the corporation to so sign.

## **13. Withheld Contract Funds**

Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300. Refer to Section 30 of the Contract Appendix and the Escrow Agreement for Security Deposits in Lieu of Payment Retention included within the Contract section of the Contract Documents.

**B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS**

TO THE PRESIDENT OF THE BOARD OF DIRECTORS, CABAZON WATER DISTRICT, CABAZON, CALIFORNIA (Owner):

**1. Proposal**

The undersigned proposes to construct, furnish and install, or furnish only the components or items as set forth in the Bidding Documents for BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT.

In submitting this Proposal, the undersigned declares that he has read the Notice Inviting Bids, the Instructions to Bidders, the unexecuted Contract, and all other documents incorporated by reference, including the Special Requirements, the Basic Specifications, and the Construction and Standard Drawings and that he has inspected the Work site.

In exchange for consideration of this Proposal by the Owner, the Bidder agrees that if his bid is accepted by the Owner, the Bidder shall execute said Contract, construct, furnish and install, or furnish the items set forth in this Proposal and required by the Contract, Special Requirements, Basic Specifications, and Construction and Standard Drawings (all within the time provided), and shall accept as full payment the prices set forth in the Bid Schedule(s).

The Bidder further agrees that he shall execute such Contract within ten days from the date of mailing to him written notice of the Owner's acceptance of this proposal, that within the same time he shall furnish performance and payment bonds\*, along with required certificates of insurance, and that upon failure to do so within said time, the proposal guaranty shall become the property of the Owner as liquidated damages for such failure or refusal, and shall be deposited as moneys belonging to the Owner; provided that if said Bidder executes the Contract and furnishes the required performance and payment bonds\* and certificates of insurance within the time aforesaid, his proposal guaranty shall be returned to him within ten days thereafter.

In submitting a bid to a public body, the Bidder offers and agrees that if the bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

\*Payment bond not required for materials only proposal.

## 2. Statement of Experience\*

### a. Bidder

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work. Bidder (Contractor) shall perform Work in excess of fifty percent (50%) of the total bid.

Name: T.E. Roberts, Inc.

Address: 17771 Mitchell North, Irvine, CA 92614

Contractor License No.: 603008 Class: A, C34

Type of Work: General Engineering, Pipeline

Years of Experience: 23 years

DIR Registration No.: 1000000280 (also complete certification form herein)

### b. Bidder Projects

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four (4) projects similar to the type of work specified that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

1) Project Name: Eastern Transmission Main Access Manways and Valves

Contract Amount: 1,036,813.- Date Completed: 4.8.2022

Type of Work: Manway and valve replacement with restoration

Owner (Name, Address, & Phone): Moulton Niguel Water District 949.425.3527  
26161 Gordon Road, Laguna Hills, CA 92653

Engineer (Name, Address, & Phone): Black & Veatch Corporation 949.753.0500  
5 Peters Canyon Road, Suite 300, Irvine, CA 92606

Person in Charge of Project (Name, Phone & Email): Steve Merk  
949.425.3527 smerk@mnwd.com

2) Project Name: Del Obispo and Stonehill Drive Valve Removal

Contract Amount: 104,159.- Date Completed: 2.2.2022

Type of Work: Remove existing butterfly valve and replace with plug valve with restoration

Owner (Name, Address, & Phone): South Coast Water District 949.499.4555  
31592 West Street, Laguna Beach, CA 92651

Engineer (Name, Address, & Phone): South Coast Water District 949.499.4555  
31592 West Street, Laguna Beach, CA 92651

Person in Charge of Project (Name, Phone & Email): Roman Obzejta  
949.499.4555 robzejta@scwd.org

\* Not required for materials only proposal



2. **Statement of Experience\*** (Continued)

b. **Bidder Projects** (Continued, attach additional sheets if necessary)

- 3) Project Name: Transmission Main Valve Replacements  
Contract Amount: 355,705.- Date Completed: 9.4.2020  
Type of Work: 50' 24" CML/C and 50' 30" CML/C and valve replacements with restoration  
Owner (Name, Address, & Phone): City of Whittier 562.567.9525  
13230 Penn Street, Whittier, CA 90602  
Engineer (Name, Address, & Phone): City of Whittier 562.567.9525  
13230 Penn Street, Whittier, CA 90602  
Person in Charge of Project (Name, Phone & Email): Raul Flore  
562.567.9525 rflore@cityofwhittier.org
- 4) Project Name: Replacement of Plug Valves DCAP  
Contract Amount: 401,829.- Date Completed: 3.15.2021  
Type of Work: Installation of 19 plug valves  
Owner (Name, Address, & Phone): San Gabriel Valley Municipal Water District  
1402 N. Vosburg Drive, Azusa, CA 91702 626.969.7911  
Engineer (Name, Address, & Phone): San Gabriel Valley Municipal Water District  
1402 N. Vosburg Drive, Azusa, CA 91702 626.969.7911  
Person in Charge of Project (Name, Phone & Email): Ed Hills  
626.969.7911 edhills@sgymwd.com
- 5) Project Name: Water Transmission Main Valve Replacement  
Contract Amount: 822,898.- Date Completed: 1.31.2020  
Type of Work: Remove and replace water main valves with dewatering and restoration  
Owner (Name, Address, & Phone): City of Newport Beach 949.644.3314  
100 Civic Center Drive, Newport Beach, CA 92660  
Engineer (Name, Address, & Phone): PSUMAS 714.751.7373  
5 Hutton Centre Dr. #300, Santa Ana, CA 92707  
Person in Charge of Project (Name, Phone & Email): Alfred Castanon  
949.644.3314 acastanon@newportbeachca.gov

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

c. Bidder's Principals and Key Personnel (attach additional sheets if necessary)

If Bidder (Contractor) has less than 5 years' experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience to warrant consideration for award; Owner will determine whether Bidder (Contractor) has sufficient work experience to meet the 5 years' work experience requirement.

1) Name: N/A

Address: N/A

Type of Work: N/A Years of Experience: N/A

Capacity (Title): N/A

2) Name: N/A

Address: N/A

Type of Work: N/A Years of Experience: N/A

Capacity (Title): N/A

d. Has Bidder been involved in litigation with any owner of any project within the last 10 years? No. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. (Attach additional sheets if necessary.)

N/A

e. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of Contract. Said statement, data, or information may be considered in selecting the successful Bidder.

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

- f. Each Bidder (Contractor), at its option, may provide pertinent data or other information which may help Owner properly evaluate bid proposal.

T.E. Roberts, Inc. was established in 1999 and is an experienced and knowledgeable professional in underground utility construction. We have substantial expertise and skill in constructing quality work in all areas of pipeline construction. Throughout the years, we have accumulated equipment, resources, insurance policies, employees, and business contacts to ensure our continued success. We are financially capable and responsible to complete underground utility projects. T.E. Roberts, Inc. has never filed a petition in bankruptcy. T.E. Roberts, Inc. is an equal Opportunity employer.

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

g. List of Subbidders (copy and attach additional sheets if necessary)

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent (1/2%) of the total bid amount. Attach additional sheets if necessary. State the subbidders' names, addresses, contractor license information, DIR public works contractor registration number, and the portion of Work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. Subbidders' experience shall be included in Section B.2.h herein.

If Bidder fails to specify a subbidder for a portion of Work to be performed in excess of one-half of one percent of the Contractor's total bid amount, the Contractor agrees, pursuant to Section 4106 of the California Public Contract Code, that the Contractor is fully qualified to perform that portion, and will perform such portion of the Work.

- 1) Subbidder Name: Traffic Loops Crackfilling, Inc.  
Address: 946 S. Emerald Street, Anaheim, CA 92804  
Contractor License No.: 652956 Class: C10, C32  
Type of Work: Traffic Loops Years of Experience: 30  
DIR Registration No.: 1000003794
- 2) Subbidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_
- 3) Subbidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_
- 4) Subbidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_

\* Not required for materials only proposal

h. Subbidder Experience (copy and attach for each subbidder, two pages)

Subbidder Name: Traffic Loops Crackfilling, Inc.

1) Subbidder Projects:

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two (2) projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

a) Project Name: Caltrans Contract No. 06-1C4704

Contract Amount: \$26,000.00 Date Completed: 05/23/2022

Type of Work: Loop Detectors and Misc Electrical

Owner (Name, Address, & Phone): Department of Transportation  
1727 30th Street, Sacramento CA 95816

Engineer (Name, Address, & Phone): Mark A Mengoni  
mark.mengoni@dot.ca.gov

Person in Charge of Project (Name, Phone, & Email): Angel Sandoval with  
Cal Valley Construction 559-313-6698

b) Project Name: Pavement Rehabilitation at Nine Locations, City Project No. 13466

Contract Amount: \$43,535.00 Date Completed: 09/19/2022

Type of Work: Loop Detectors

Owner (Name, Address, & Phone): City of San Bernardino  
290 North D Street, San Bernardino, CA 92401

Engineer (Name, Address, & Phone): Nathan Toczek, Toczek\_Na@sbcity.org

Person in Charge of Project (Name, Phone, & Email): Adrian Soto with All  
American Asphalt, asoto@allamericanasphalt.com

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

h. Subbidder Experience (Continued, copy and attach for each subbidder)

Subbidder Name: Traffic Loops Crackfilling, Inc.

2) Subbidder's Principals and Key Personnel (use reverse side or attach additional sheets if necessary)

If any subbidder (subcontractor) has less than 5 years' experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience to warrant consideration for award; Owner will determine whether subbidder (subcontractor) has sufficient work experience to meet the 5 years' work experience requirement.

a) Name: Mai Lan Nguyen

Address: 946 S Emerald St, Anaheim CA 92804

Type of Work: Electrical Years of Experience: 30 years

Capacity (Title): President

b) Name: Ramiro Rivero

Address: 946 S Emerald St, Anaheim CA 92804

Type of Work: Electrical Years of Experience: 23 years

Capacity (Title): Project Managr

3) Has subbidder been involved in litigation with any owner of any project within the last 10 years? No. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. (Attach additional sheets if necessary.)

---

---

---

\* Not required for materials only proposal

**3. Supplemental Instructions to Bidders**

- a. Bidder shall submit a cost for each bid and subbid item. If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid items.
- b. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- c. Bidder shall be licensed in accordance with the California Contractors State License Law of the Business and Professions Code and shall have a minimum of 5 years' experience in the type of work specified. Subbidders, if any, shall also be licensed in accordance with the same law and shall also have a minimum of 5 years' experience in the type of work specified.
- d. Bidder shall visit and inspect the Work site and complete Certification of Bidder's Work Site Inspection to verify same.



#### 4. Bid Schedule

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees. The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the Work. The estimated quantities for unit price items are for purposes of comparing bids only and Owner makes no representation that the actual quantities of Work performed will not vary from the estimates. Final payment shall be determined by Owner from measured quantities of Work performed based upon the unit price.

#### BID SCHEDULE BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
101	Furnish bonds, insurance, and management.	1	L.S.	N/A	\$ <u>1,363.-</u>
102	Mobilization of labor, equipment, and materials (not to exceed 3% of total bid).	1	L.S.	N/A	\$ <u>4,810.-</u>
103	Demobilization of labor, equipment, and materials (not to exceed 3% of total bid).	1	L.S.	N/A	\$ <u>4,810.-</u>
104	Allowance for Encroachment Permit from Riverside County Transportation Department, including Traffic Control Plans per WATCH Manual for approval.	1	L.S.	PRESET (DO NOT CHANGE)	<u>\$15,000</u>
105	Furnish trench protection in accordance with Cal/OSHA Standards for all trenches greater than 5' deep.	1	L.S.	N/A	\$ <u>2,405.-</u>
106	Furnish utility verification (potholing) at cluster valve assembly location and providing pothole report to the District.	1	L.S.	N/A	\$ <u>4,810.-</u>
107	Remove and dispose of three (3) existing gate valves and associated tee, including all associated demolition, excavation, and removals.	1	L.S.	N/A	\$ <u>6,307.-</u>
108	Furnish and install 12" flanged gate valve per Std. Dwg. W109.	3	EA	<u>\$7,449.-</u>	\$ <u>22,347.-</u>
109	Furnish and install new ductile iron tee and fittings per detail on Construction Drawings as needed for valve installation.	1	EA	<u>\$18,840.-</u>	\$ <u>18,840.-</u>



**BID SCHEDULE**  
**BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
110	Furnish and place asphalt concrete pavement patch in accordance with Riverside County Standard Drawing No. 818 and RCTD permit, including striping as required for construction (3" AC over 6" AB, minimum).	1	L.S.	N/A	\$ <u>4,480.-</u>
111	Furnish and install necessary materials/repairs to restore traffic signal/signal loop functionality per RCTD requirements.	1	L.S.	N/A	\$ <u>6,890.-</u>
112	Allowance for all other items not included in the bid items required for a complete and functional project in compliance with the Contract Documents.	1	L.S.	PRESET (DO NOT CHANGE)	<u>\$10,000</u>
113	Furnish and install one (1) 4' x 6' project sign near District office, as directed by District.	1	EA	\$ <u>2,621.-</u>	\$ <u>2,621.-</u>
114	All costs associated with County requirements, including, but not limited to, reporting, field inspection, and audits.	1	L.S.	N/A	\$ <u>Ø</u>

TOTAL BID (Sum of Bid Items 101 through 114):

one hundred four thousand, six hundred eighty three Dollars \$ 104,683.-  
(words) (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

**Bidder's Authorized Representative**



Signature

Timothy Roberts

Name (Print)

President

Title (Print)

**5. Contract Completion Schedule**

a. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 90 calendar days after date of Notice to Proceed.

b. Liquidated Damages

Contractor is advised that "Liquidated Damages" of \$1,000.00 per calendar day may be assessed for each calendar day that the Work remains incomplete following the date(s) established by the Contract Completion Schedule, as adjusted for due cause by Change Order.

**6. Certified Data**

In the blanks provided, fill in the required Certified Data relating to the Bidder's Proposal.

- a. Manufacturer of Gate Valves

Mueller

- b. Manufacturer of Ductile Iron Fittings

Tyler Union

7. **Certified Worker Craft and Classification**

Bidder hereby states that the bid proposal has been based on the worker craft and classification set forth below and the Work will be performed by personnel within these classifications unless Bidder specifically requests change in writing and Owner approves same in writing.

Work*	Craft	Classification
<b>Examples:</b>		
Steel Tank Work	Operating Engineer	Group B-Crane Operator
Electrical Work	Electrician	Cable Splicer
Plant Work	Roofer	Helper
a. <u>Excavation</u>	<u>Operating Engineer</u>	<u>Group 8</u>
b. <u>Hauling</u>	<u>Teamster</u>	<u>Group 3</u>
c. <u>Valves / Pipeline</u>	<u>Laborer</u>	<u>Group 1, Group 4</u>
d. _____	_____	_____
e. _____	_____	_____
f. _____	_____	_____
g. _____	_____	_____
h. _____	_____	_____
i. _____	_____	_____
j. _____	_____	_____
k. _____	_____	_____
l. _____	_____	_____
m. _____	_____	_____

\* Designate Type of Work, i.e. Earthwork, Concrete Work, Electrical Work, Mechanical Work, Pump Work, Plant Work, Tank Work, Fencing, Painting, Piping

8. **Certification of Bidder's Work Site Inspection**

I certify that I have visited and inspected the Work sites on the following dates:

<u>Site</u>	<u>Date(s) Visited</u>
Site shown on Sheet 3 of the Construction Drawings	<u>12.27.2022</u>

I also certify that I am familiar with local conditions which may affect the performance of the Work and propose to perform the Work generally as follows:

Complete Contract documents and submittals. Procure material and  
mobilize. Excavate and replace three isolation valves and associated  
tee. Complete valve testing. Backfill, compact and restore surface.  
Repair traffic signal/signal loops. Clean up, punch list and demobilize.

**Bidder's Authorized Representative**



Signature

Timothy Roberts

Name (Print)

President

Title (Print)

9. **Statement on Bonds and Insurance**

- a. Names and addresses of all members of partnership or names and titles of all corporate officers:

Timothy Roberts - President

Kimberlee Roberts - Treasurer

Justin Roberts - Secretary

Nicholas Roberts - Vice President

Luke Roberts - Vice President

- b. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

Travelers Casualty and Surety Company

One Tower Square, Hartford, CT 06183

- c. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address(es) of insurers agreeing to insurance coverage

HUB International

4695 MacArthur Court, Newport Beach, CA 92660

10. Certification of Bidding Documents

The Bidder hereby declares and certifies under penalty of perjury that the foregoing statements and all of Bidder's Proposal and Supporting Documents herewith submitted are accurate and correct.

BIDDER

Name: T.E. Roberts, Inc.

TE Roberts INC

Address: 1771 Mitchell North

Irvine, CA 92614

Email: troberts@teroberts.com

Telephone 714-669-0072

By: [Signature]  
(Authorized Representative, Written Signature)

Timothy Roberts  
(Authorized Representative, Typed or Printed Name)

Title: President  
[Individual, Partner, Corporate Officer (Title)]

Federal Tax Identification Number or Social  
Security Number: [Redacted]

Corporation organized

under the laws of the

State of: California

CALIFORNIA CONTRACTOR'S LICENSE:

Class A, C34

(Class A or Class C-34 is required)

(Corporate Seal)

Number 603008

Expiration Date October 31, 2024

NOTARY

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 \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, 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

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

*See attached  
California Acknowledgment*



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Orange

On January 9, 2023 before me, Erica L. Friel, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Timothy Roberts  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



11. **Non-Collusion Declaration**  
**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the President of T.E. Roberts, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 9, 2023 [date], at Irvine [city], California [state].

BIDDER

Name: T.E. Roberts, Inc.

By: [Signature]  
(Authorized Representative, Written Signature)

Timothy Roberts  
(Authorized Representative, Typed or Printed Name)

Title: President  
[Individual, Partner, Corporate Officer (Title)]

**12. 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 for, 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 Bidder's and subbidders' current Public Works Contractor Registration with the Department of Industrial Relations.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and that Bidder and all listed subbidders (subcontractors) are currently registered with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: T.E. Roberts, Inc.

DIR Registration Number: 1000000280

DIR Registration Expiration: June 30, 2025

Small Project Exemption: ☐ Yes or ☒ No

Bidder further acknowledges:

1. Bidder shall maintain its 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 maintain DIR 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.

Signature: 

Name and Title: Timothy Roberts, President

Dated: January 9, 2023

<sup>1</sup> If the project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

## Contractor Information

**Legal Entity Name**  
T.E. ROBERTS, INC.  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000000280  
**Registration effective date**  
7/1/2022  
**Registration expiration date**  
6/30/2025  
**Mailing Address**  
17771 Mitchell North Irvine 92614 CA United States of America  
**Physical Address**  
17771 Mitchell North Irvine 92614 CA United States of America  
**Email Address**  
**Trade Name/DBA**  
T.E. ROBERTS, INC.  
**License Number(s)**  
CSLB:603008  
CSLB:603008

## Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
5/5/2017	6/30/2018
5/16/2016	6/30/2017
6/24/2015	6/30/2016
7/9/2014	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

## Legal Entity Information

**Corporation Number:**  
**Federal Employment Identification Number:**  
**President Name:** Timothy Roberts  
**Vice President Name:** Nicholas Roberts  
**Treasurer Name:** Kimberlee Jo Roberts  
**Secretary Name:** Justin Roberts  
**CEO Name:** Timothy Roberts  
  
**Agent of Service Name:** Timothy Roberts  
**Agent of Service Mailing Address:** 17771 Mitchell North Irvine 92614 CA United States of America

## Workers Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No

**Please provide your current workers compensation insurance information below:**

PEO Information	PEO Name	PEO Phone	PEO Email

**Insured by Carrier**  
**Policy Holder Name:** T.E. ROBERTS, INC.  
**Insurance Carrier:** Federal Insurance Co  
**Policy Number:** 54310282  
**Inception date:** 9/1/2021  
**Expiration Date:** 9/1/2022

## Contractor Information

**Legal Entity Name**  
TRAFFIC LOOPS CRACKFILLING, INC.  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000003794  
**Registration effective date**  
07/01/22  
**Registration expiration date**  
06/30/25  
**Mailing Address**  
946 S. EMERALD STREET ANAHEIM 92804 CA United States of ...  
**Physical Address**  
946 S. EMERALD STREET ANAHEIM 92804 CA United States of ...  
**Email Address**  
admin@trafficloops.net  
**Trade Name/DBA**  
TRAFFIC LOOPS CRACKFILLING, INC.  
**License Number (s)**  
CSLB:652956  
CSLB:652956

## Registration History

Effective Date	Expiration Date
06/26/18	06/30/19
06/26/17	06/30/18
06/09/16	06/30/17
06/11/15	06/30/16
12/11/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/25

## Legal Entity Information

**Corporation Entity Number:** C1524402  
**Federal Employment Identification Number:** [REDACTED]  
**President Name:** Mai Lan Nguyen  
**Vice President Name:**  
**Treasurer Name:**  
**Secretary Name:**  
**CEO Name:**

**Agency for Service:**  
**Agent of Service Name:** Mai Lan Nguyen  
**Agent of Service Mailing Address:** 946 S. Emerald Street Anaheim 92804 CA United States of America

## Worker's Compensation

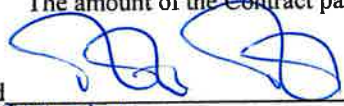
**Do you lease employees through Professional Employer Organization (PEO)?:** Yes  
**Please provide your current worker's compensation insurance information below:**  
PEO Name Barrett Business Services, Inc. PEO Phone (949) 556-4760 PEO Email andrew.argento@bbsihq.com  
PEO Information

**Insured by Carrier**  
**Policy Holder Name:** TRAFFIC LOOPS CRACKFILLING, INC.  
**Insurance Carrier:** ACE AMERICAN INSURANCE COMPANY  
**Policy Number:** RWC C69985300  
**Inception date:** 12/01/21  
**Expiration Date:** 12/01/22

13. **Iran Contracting Act Certification**  
(Public Contract Code Section 2200 *et seq.*)

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

- ☒ The Contractor is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ Owner has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Owner will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed   
Timothy Roberts  
Title President  
Firm T.E. Roberts, Inc.  
Date January 9, 2023

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

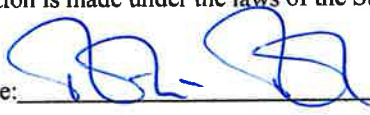
14. **Executive Order N-6-22 Certification**

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Owner funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Owner with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY OF PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as described in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the contractor. This certification is made under the laws of the State of California.

Signature: \_\_\_\_\_



Printed Name: Timothy Roberts

Title: President

Contractor: T.E. Roberts, Inc.

Date: January 9, 2023

15. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Contractor),  
T.E. Roberts, Inc. as Bidder and Principal, and  
Travelers Casualty and Surety Company of America as Surety, are held firmly bound unto the  
CABAZON WATER DISTRICT, situated in Riverside County, California, hereinafter called the Owner, in the penal  
sum of ten percent of amount bid dollars, \$ 10%, for the payment of which  
sum, well and truly to be made, we bind ourselves, and our successors and assigns, jointly and severally, firmly by  
these presents.

The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated  
January 9, 2023, for BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT  
PROJECT for Owner.

NOW THEREFORE, (1) if the Bidder shall not withdraw said bid within sixty days after the opening of the  
same, and (2) shall within ten days after the award of the Contract furnish the required certificates of insurance and  
enter into a written contract with the Owner in accordance with the bid as accepted, and (3) if the Bidder shall give  
the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of said Contract  
and for the protection of laborers and material men, or (4) in the event of the withdrawal of said bid within the periods  
specified, or the failure to enter into said Contract, if the Bidder shall within thirty days after request by the Owner  
pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may  
procure the required Work or supplies, if the latter amount be in excess of the former, then the above obligations shall  
be void and of no effect, otherwise they remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all  
costs incurred by the Owner in such suit, including reasonable attorney's fee, to be fixed by the court.

For value received, the Surety hereby stipulates and agrees that the obligation of said Surety and its bond  
shall in no way be impaired or affected by any bid errors or by an extension of time within which the Owner may  
accept such bid, and said Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, Bidder and Surety have duly and fully executed this instrument this 16th day  
of December, 2022.

PRINCIPAL:

Name T.E. Roberts, Inc.

By [Signature]  
(Authorized Representative, Written Signature)

Timothy Roberts  
(Authorized Representative, Typed or Printed Name)

Title President  
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

SURETY:

Name Travelers Casualty and  
Surety Company of America

By [Signature]  
(Authorized Representative, Written Signature)

Spencer Flake  
(Authorized Representative, Typed or Printed Name)

Title Attorney-in-Fact  
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

NOTE: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local  
representatives of the bonding company must be attached hereto.



15. Bid Bond (Continued)

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.

NOTARY FOR PRINCIPAL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me,  
\_\_\_\_\_ 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

(Notary Seal)

NOTARY FOR SURETY

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me,  
\_\_\_\_\_ 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

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the Work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

Name and address of agent or representative  
for service of process in California, if different  
from above

Culbertson Insurance Services, Inc.

5500 E. Santa Ana Canyon Road, #201

Anaheim, CA 92807

Telephone number of Surety and agent or representative  
for service of process in California

Surety: (909) 612-3675

Agent: (714) 921-0530

BD-27



## 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 \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, a 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 \_\_\_\_\_ (seal)

## REQUIRED INFORMATION

Capacity Claimed by Signer	Description of Attached Document
<input type="checkbox"/> Corporate Officer - Title(s): _____ Title(s)	_____ Document Title or Type
<input type="checkbox"/> Partner(s): <input type="checkbox"/> Limited <input type="checkbox"/> General	_____
<input type="checkbox"/> Individual	_____
<input type="checkbox"/> Attorney-in-Fact	_____ Number of Pages
<input type="checkbox"/> Trustee(s)	_____ Document Date
<input type="checkbox"/> Guardian or Conservator	_____
<input type="checkbox"/> Other: _____ _____	_____ Signer(s) Other Than Above
<b>Signer is Representing:</b> Name of Person(s) or Entity(ies) _____ _____	

NOTE: Notary may use a current California All-Purpose Acknowledgment form; however, Notary must complete the entire form, both required and optional portions.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

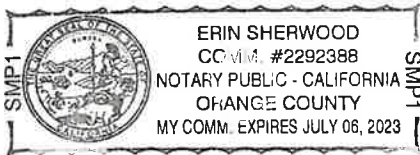
STATE OF CALIFORNIA

County of Orange

On 12/16/2022 before me, Erin Sherwood, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Spencer Flake

Name(s) of Signer(s)



Place Notary Seal Above

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

Erin Sherwood  
Signature of Notary Public Erin Sherwood

## 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 the form to another document.

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: December 16, 2022

Number of Pages: Two (2)

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Spencer Flake

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

Travelers Casualty and  
Surety Company of America

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Spencer Flake** of **ANAHEIM, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

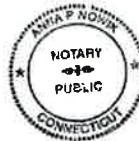
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **December**, 2022



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Orange

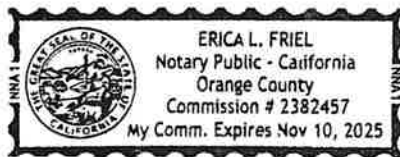
On January 9, 2023 before me, Erica L. Friel, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Timothy Roberts  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

CABAZON WATER DISTRICT  
CABAZON, CALIFORNIA

**BIDDING DOCUMENTS**

FOR THE  
BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT

**A. INSTRUCTIONS TO BIDDERS**

**1. Responsible Bidders**

Bidders are advised that in selecting the Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract, as well as his reputation within the industry. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his bid proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required in said Bidder's Statement of Experience with respect to any proposed subcontractors (Not required for materials only proposal).

**2. Completion of Bid Proposal and Supporting Documents**

Bidder shall submit his bid proposal on the forms contained within these Bidding Documents (Bid Proposal Packet) provided with the Contract Documents issued by Owner or Owner's representative directly to Bidder. Owner will not accept bid proposals submitted on forms other than those contained within said Bid Proposal Packet included in the Contract Documents. Any addenda or bulletins issued prior to the bid shall be incorporated into the bid proposal and shall be evidenced by Bidder's inclusion of the signed acknowledgement of receipt for each addendum or bulletin with Bidder's submitted bid proposal.

Bidder shall complete the attached bid proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with Statement of Experience (not required for materials only proposal), Bid Schedule, Certified Data, Certified Worker Craft and Classification, Certification of Bidder's Work Site Inspection, Statement on Bonds and Insurance, Certification of Bidding Documents, Non-Collusion Declaration, Public Works Contractor Registration Certification, Iran Contracting Act Certification, Executive Order N-6-22 Certification, and Bid Proposal Guarantee.

Pursuant to Labor Code sections 1725.5 and 1771.1, no bid will be accepted nor any contract entered into without proof of Bidder's and subbidders' current registration with the Department of Industrial Relations. 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. Each Bidder shall provide the Public Works Contractor Registration Number for each listed subbidder in the space provided in the listing of subbidders.

Bidder shall complete each blank on each page. Each entry within the Bid Schedule(s) shall be printed by hand in blue or black ink, and each entry on remaining forms shall be completed by hand or typewritten; forms shall be signed in accordance with Item A.4 herein. The completed forms shall be without alterations, erasures, or interlineations. Bidder shall correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove. Unless otherwise provided in the Supplemental Instructions to Bidders, Owner will not consider any bid proposal which does not include bids on all bid items set forth in the Bid Schedule(s). Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves.

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any alterations or interlineations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or any matter whatever. Pursuant to Business and Professions Code Section 7028.15, Owner will consider non-responsive and reject any bid submitted by a Contractor not licensed as required by law.

**3. Omissions and Discrepancies**

Should a Bidder find purported discrepancies in, or omissions from the Special Requirements, Basic Specifications, Construction and Standard Drawings, or other documents bound herein, or should Bidder be in doubt as to their meaning, Bidder shall **immediately** notify Owner in writing. Owner may then send written instructions or notification to all Bidders.

**4. Signature and Seal**

If the bid proposal is made by an individual, it shall be signed and his full name and his address shall be given; if it is made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporation seal, and the names and titles of all current officers of the corporation shall be given.

**5. Bid Proposal Guarantee**

Each bid proposal shall be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety or sureties admitted in and regulated by the State of California and further, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form attached herein or on an equivalent form approved by Owner), or equivalent substitution in lieu of a bond as authorized by Civil Procedure Code Section 995.710, for an amount not less than 10% of the maximum amount bid.

Said check, bond, or substitute shall be made payable to the Owner and shall be given as a guarantee that the Bidder will enter into the Contract described in the Notice Inviting Bids herein if awarded the Work. By submitting a bid proposal, each Bidder agrees that its failure to enter the Contract if awarded the Work would result in damage to the Owner and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. For this reason, each Bidder agrees that the Owner may retain the bid proposal guarantee as liquidated damages if the Bidder is awarded the Work but fails to or refuses to timely enter the Contract.

**6. Packaging and Delivery of Bid Proposal and Guarantee**

Once the bid proposal and supporting documents herein have been completed and signed as set forth above, they shall be placed, along with the bid proposal guarantee and any proposed sketches and brochures required by these instructions, in an envelope, sealed and addressed, and delivered or mailed, postage prepaid, to:

**Street Address**

**Mailing Address**

**Cabazon Water District  
14618 Broadway Street  
Cabazon, CA 92230**

**P. O. Box 297  
Cabazon, CA 92230**

Said envelope shall also contain the following in the lower left-hand corner thereof:

Bid Proposal of \_\_\_\_\_ (Bidder's Name)

for \_\_\_\_\_ (Project Name Appearing on Cover Sheet)

No consideration shall be given by the Owner to bid proposals received after the date and time set by the Notice Inviting Bids herein for the opening of bids.

**7. Withdrawal of Bid Proposal**

Any Bidder may, without prejudice, withdraw his bid proposal at any time prior to the date and time set by the Notice Inviting Bids herein for the opening of bids; provided that any request to withdraw is made in writing and duly executed by the Bidder or the Bidder's duly authorized representative and delivered to the Owner at the address set forth in Instruction 6 herein. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the Bidder requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in Instruction 8 herein.

**8. Modification of Bid Proposal**

Any Bidder who may wish to modify the bid proposal previously submitted by him may do so only by (a) following the withdrawal procedure set forth in Instruction 7 hereof prior to the date and time set by the Notice Inviting Bids herein for the opening of bids, and (b) submitting a substituted bid proposal which conforms to the requirements set forth in Instruction 1, 2, 4, 5, and 6 hereof. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the one requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in this Instruction 8.

**9. Opening and Awarding of Bids**

All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 60 days of the opening. The Owner's policy is to award to the lowest responsible Bidder submitting a responsive bid who can comply with the projected delivery and/or completion schedules. However, the Owner reserves the right to reject any and all bids, to waive any irregularity, or to award the subject Contract to other than the lowest Bidder. Owner may, at its sole discretion, disregard any added conditions, limitations, provisions, or any interlineations or alterations. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. However, if the amount set forth as a unit price is ambiguous, illegible or uncertain for any cause, or is omitted, or is the same amount as the entry in the item cost column, then the amount set forth in the item cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where applicable, in case of discrepancy between the written price and the numerical price, the written price shall prevail.

**10. Return of Proposal Guarantees**

Bid proposal guarantees will be returned to unsuccessful bidders within 60 days from the date that the Contract is awarded to the successful bidder.

**11. Bond(s) and Certificates Required of Successful Bidder**

The successful Bidder shall, upon receipt of notice of acceptance of his bid, promptly secure with a responsible corporate surety or sureties admitted in and regulated by the State of California and, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570, a contract performance bond in an amount of not

less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the Contract.

In addition, the successful Bidder shall promptly secure with a responsible corporate surety or sureties admitted in and regulated by the State of California and, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570, a payment bond (not required for materials only proposal) in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the Contract.

Owner may request the successful Bidder submit a certified copy of the certificate of authority of the surety insurer issued by the California Insurance Commissioner and to submit copies of the surety insurer's most recent quarterly and annual statements filed with the Department of Insurance pursuant to California Insurance Code, Section 900, et seq.

The successful Bidder shall also furnish Certificates of Insurance as evidence of coverage in accordance with the Contract Appendix.

All bonds shall be subject to the approval of the Owner, and shall be submitted on the forms provided in the Contract section of the Contract Documents. All Certificates of Insurance shall be subject to the approval of the Owner and shall be submitted on the forms provided in the Contract section of the Contract Documents.

## **12. Execution of the Contract**

The Bidder to whom award is made shall execute a written contract with the Owner on the form of Contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience (not required for materials only proposal), Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding paragraph within 10 days from the date of mailing the Notice from the Owner to the Bidder, as set forth above, of the acceptance of his proposal.

No bid proposal shall be considered binding upon the Owner until the Contract has been executed. Failure or refusal by the successful Bidder to so enter into a Contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the bid proposal guarantee. If the successful Bidder refuses or fails to execute the Contract, the Owner may award the Contract to the Bidder whose bid proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the Contract and bond for the corporation to so sign.

## **13. Withheld Contract Funds**

Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300. Refer to Section 30 of the Contract Appendix and the Escrow Agreement for Security Deposits in Lieu of Payment Retention included within the Contract section of the Contract Documents.



**B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS**

TO THE PRESIDENT OF THE BOARD OF DIRECTORS, CABAZON WATER DISTRICT, CABAZON, CALIFORNIA (Owner):

**1. Proposal**

The undersigned proposes to construct, furnish and install, or furnish only the components or items as set forth in the Bidding Documents for BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT.

In submitting this Proposal, the undersigned declares that he has read the Notice Inviting Bids, the Instructions to Bidders, the unexecuted Contract, and all other documents incorporated by reference, including the Special Requirements, the Basic Specifications, and the Construction and Standard Drawings and that he has inspected the Work site.

In exchange for consideration of this Proposal by the Owner, the Bidder agrees that if his bid is accepted by the Owner, the Bidder shall execute said Contract, construct, furnish and install, or furnish the items set forth in this Proposal and required by the Contract, Special Requirements, Basic Specifications, and Construction and Standard Drawings (all within the time provided), and shall accept as full payment the prices set forth in the Bid Schedule(s).

The Bidder further agrees that he shall execute such Contract within ten days from the date of mailing to him written notice of the Owner's acceptance of this proposal, that within the same time he shall furnish performance and payment bonds\*, along with required certificates of insurance, and that upon failure to do so within said time, the proposal guaranty shall become the property of the Owner as liquidated damages for such failure or refusal, and shall be deposited as moneys belonging to the Owner; provided that if said Bidder executes the Contract and furnishes the required performance and payment bonds\* and certificates of insurance within the time aforesaid, his proposal guaranty shall be returned to him within ten days thereafter.

In submitting a bid to a public body, the Bidder offers and agrees that if the bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

\*Payment bond not required for materials only proposal.

2. **Statement of Experience\***

a. **Bidder**

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work. Bidder (Contractor) shall perform Work in excess of fifty percent (50%) of the total bid.

Name: Weka, Inc.

Address: 236 W Orange Show Road, Suite 114, San Bernardino CA 92408

Contractor License No.: 670100 Class: A

Type of Work: UNDERGROUND PIPELINE: WATER, SEWER & STORM DRAIN

Years of Experience: 29 Years

DIR Registration No.: 1000003472 (also complete certification form herein)

b. **Bidder Projects**

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four (4) projects similar to the type of work specified that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

1) Project Name: Please see attached Project List.

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_

\_\_\_\_\_

2) Project Name: Please see attached Project List.

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_

\_\_\_\_\_

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

b. **Bidder Projects** (Continued, attach additional sheets if necessary)

- 3) Project Name: Please see attached Project List.  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Owner (Name, Address, & Phone): \_\_\_\_\_  
\_\_\_\_\_  
Engineer (Name, Address, & Phone): \_\_\_\_\_  
\_\_\_\_\_  
Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_  
\_\_\_\_\_
- 4) Project Name: Please see attached Project List.  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Owner (Name, Address, & Phone): \_\_\_\_\_  
\_\_\_\_\_  
Engineer (Name, Address, & Phone): \_\_\_\_\_  
\_\_\_\_\_  
Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_  
\_\_\_\_\_
- 5) Project Name: Please see attached Project List.  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Owner (Name, Address, & Phone): \_\_\_\_\_  
\_\_\_\_\_  
Engineer (Name, Address, & Phone): \_\_\_\_\_  
\_\_\_\_\_  
Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_  
\_\_\_\_\_

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

c. **Bidder's Principals and Key Personnel** (attach additional sheets if necessary)

If Bidder (Contractor) has less than 5 years' experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience to warrant consideration for award; Owner will determine whether Bidder (Contractor) has sufficient work experience to meet the 5 years' work experience requirement.

1) Name: PLEASE SEE ATTACHED RESUMES

Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

2) Name: PLEASE SEE ATTACHED RESUMES

Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

d. Has Bidder been involved in litigation with any owner of any project within the last 10 years? NO. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. (Attach additional sheets if necessary.)

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of Contract. Said statement, data, or information may be considered in selecting the successful Bidder.

\* Not required for materials only proposal

## 2. Statement of Experience\* (Continued)

- f. Each Bidder (Contractor), at its option, may provide pertinent data or other information which may help Owner properly evaluate bid proposal.

NA

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

g. List of Subbidders (copy and attach additional sheets if necessary)

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent (1/2%) of the total bid amount. Attach additional sheets if necessary. State the subbidders' names, addresses, contractor license information, DIR public works contractor registration number, and the portion of Work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. Subbidders' experience shall be included in Section B.2.h herein.

If Bidder fails to specify a subbidder for a portion of Work to be performed in excess of one-half of one percent of the Contractor's total bid amount, the Contractor agrees, pursuant to Section 4106 of the California Public Contract Code, that the Contractor is fully qualified to perform that portion, and will perform such portion of the Work.

- 1) Subbidder Name: SIERRA PACIFIC ELECTRICAL  
Address: 2542 AVALON ST.  
Contractor License No.: 214148 Class: C-10, A, B  
Type of Work: TRAFFIC LOOPS Years of Experience: 54  
DIR Registration No.: 1000004626
- 2) Subbidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_
- 3) Subbidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_
- 4) Subbidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_  
Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_

\* Not required for materials only proposal

h. Subbidder Experience (copy and attach for each subbidder, two pages)

Subbidder Name: Sierra Pacific Electrical Contracting

1) Subbidder Projects:

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two (2) projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

a) Project Name: Sky Canyon Sewer

Contract Amount: \$7,320.00 Date Completed: 10/05/2021

Type of Work: Traffic Loop Replacement

Owner (Name, Address, & Phone): Eastern Municipal Water District

2270 Trumble Rd, Perris, CA 92570

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name, Phone, & Email): Jason Bent

951-285-4752 / jason.bent@downingconstructioninc.com

b) Project Name: Magnolia Ave Techite Main Replacement

Contract Amount: \$11,960 Date Completed: 10/1/2021

Type of Work: Traffic Loop Replacement

Owner (Name, Address, & Phone): City of Riverside

3900 Main St, Riverside, CA 92522

Engineer (Name, Address, & Phone): \_\_\_\_\_

Person in Charge of Project (Name, Phone, & Email): John Blough

909-294-0269 / jblough@cpconst.com

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

h. Subbidder Experience (Continued, copy and attach for each subbidder)

Subbidder Name: Sierra Pacific Electrical Contracting

2) Subbidder's Principals and Key Personnel (use reverse side or attach additional sheets if necessary)

If any subbidder (subcontractor) has less than 5 years' experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience to warrant consideration for award; Owner will determine whether subbidder (subcontractor) has sufficient work experience to meet the 5 years' work experience requirement.

a) Name: David Loop

Address: 2542 Avalon St, Jurupa Valley, CA 92509

Type of Work: Traffic Signal Years of Experience: 30

Capacity (Title): Vice President

b) Name: Jorge Gomez

Address: 2542 Avalon St, Jurupa Valley, CA 92509

Type of Work: Traffic Signal Years of Experience: 30

Capacity (Title): Estimator / Project Manager

3) Has subbidder been involved in litigation with any owner of any project within the last 10 years?  
NO. If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. (Attach additional sheets if necessary.)

---

---

---

\* Not required for materials only proposal

BD-12



**3. Supplemental Instructions to Bidders**

- a. Bidder shall submit a cost for each bid and subbid item. If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid items.
- b. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- c. Bidder shall be licensed in accordance with the California Contractors State License Law of the Business and Professions Code and shall have a minimum of 5 years' experience in the type of work specified. Subbidders, if any, shall also be licensed in accordance with the same law and shall also have a minimum of 5 years' experience in the type of work specified.
- d. Bidder shall visit and inspect the Work site and complete Certification of Bidder's Work Site Inspection to verify same.

4. **Bid Schedule**

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees. The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the Work. The estimated quantities for unit price items are for purposes of comparing bids only and Owner makes no representation that the actual quantities of Work performed will not vary from the estimates. Final payment shall be determined by Owner from measured quantities of Work performed based upon the unit price.

**BID SCHEDULE  
BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
101	Furnish bonds, insurance, and management.	1	L.S.	N/A	\$ <u>4,530.-</u>
102	Mobilization of labor, equipment, and materials (not to exceed 3% of total bid).	1	L.S.	N/A	\$ <u>3,515.-</u>
103	Demobilization of labor, equipment, and materials (not to exceed 3% of total bid).	1	L.S.	N/A	\$ <u>3,515.-</u>
104	Allowance for Encroachment Permit from Riverside County Transportation Department, including Traffic Control Plans per WATCH Manual for approval.	1	L.S.	PRESET (DO NOT CHANGE)	<u>\$15,000</u>
105	Furnish trench protection in accordance with Cal/OSHA Standards for all trenches greater than 5' deep.	1	L.S.	N/A	\$ <u>650.-</u>
106	Furnish utility verification (potholing) at cluster valve assembly location and providing pothole report to the District.	1	L.S.	N/A	\$ <u>1,050.-</u>
107	Remove and dispose of three (3) existing gate valves and associated tee, including all associated demolition, excavation, and removals.	1	L.S.	N/A	\$ <u>6,500.-</u>
108	Furnish and install 12" flanged gate valve per Std. Dwg. W109.	3	EA	\$ <u>15,643.-</u>	\$ <u>46,929.-</u>
109	Furnish and install new ductile iron tee and fittings per detail on Construction Drawings as needed for valve installation.	1	EA	\$ <u>14,591.-</u>	\$ <u>14,591.-</u>

BD-14

**BID SCHEDULE**  
**BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT**

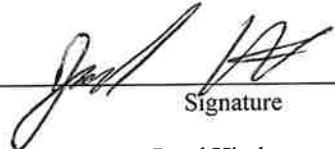
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
110	Furnish and place asphalt concrete pavement patch in accordance with Riverside County Standard Drawing No. 818 and RCTD permit, including striping as required for construction (3" AC over 6" AB, minimum).	1	L.S.	N/A	\$ <u>3,680.-</u>
111	Furnish and install necessary materials/repairs to restore traffic signal/signal loop functionality per RCTD requirements.	1	L.S.	N/A	\$ <u>5,000.-</u>
112	Allowance for all other items not included in the bid items required for a complete and functional project in compliance with the Contract Documents.	1	L.S.	PRESET (DO NOT CHANGE)	<u>\$10,000</u>
113	Furnish and install one (1) 4' x 6' project sign near District office, as directed by District.	1	EA	\$ <u>1,200.-</u>	\$ <u>1,200.-</u>
114	All costs associated with County requirements, including, but not limited to, reporting, field inspection, and audits.	1	L.S.	N/A	\$ <u>1,000.-</u>

TOTAL BID (Sum of Bid Items 101 through 114):

ONE HUNDRED SEVENTEEN THOUSAND, ONE HUNDRED Dollars \$ 117,160.-  
SIXTY DOLLARS AND (words) ZERO CENTS. (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

**Bidder's Authorized Representative**

  
 \_\_\_\_\_  
 Signature

Jared Himle  
 \_\_\_\_\_  
 Name (Print)

President & CEO  
 \_\_\_\_\_  
 Title (Print)

**CABAZON WATER DISTRICT  
CONTRACT DOCUMENTS FOR  
BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT PROJECT**

**ADDENDUM NO. 1**

**PLEASE BE ADVISED:**

The following clarifications, changes, additions, and/or corrections hereinafter set forth shall be incorporated into the project Contract Documents, and shall be made a part thereof, subject to all the requirements thereof, as if originally specified and/or shown.

**QUESTIONS AND ANSWERS**

**NOTE: The time allotted for bidder questions has passed. No additional questions will be accepted.**

1. Q: "The Bid Documents reference Standard Drawing W111, which is not included in the Bid Documents. We have also been unable to locate the document on the District's website. Please provide a copy of Standard Drawing W111."
- A: **Add** the attached Cabazon County Water District Standard Drawing W111, Valve Box Installation, to the end of the Contract Documents Standard Drawings.



By: Travis Romeyn  
Travis R. Romeyn, RCE No. 84918

Date: January 5, 2023

**ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Bidder hereby acknowledges receipt of Addendum No. 1 and the incorporation thereof in bid proposal for the Broadway and Main Street Cluster Valve Replacement Project. This signed acknowledgement shall be included in the bid proposal.

Bidder: WEKA, INC.

Date: 1/5/23

By: [Signature]  
(Bidder's Authorized Representative)  
Title: President & CEO

683-11P22-ADD-1

Attachments: Cabazon County Water District Standard Drawing W111

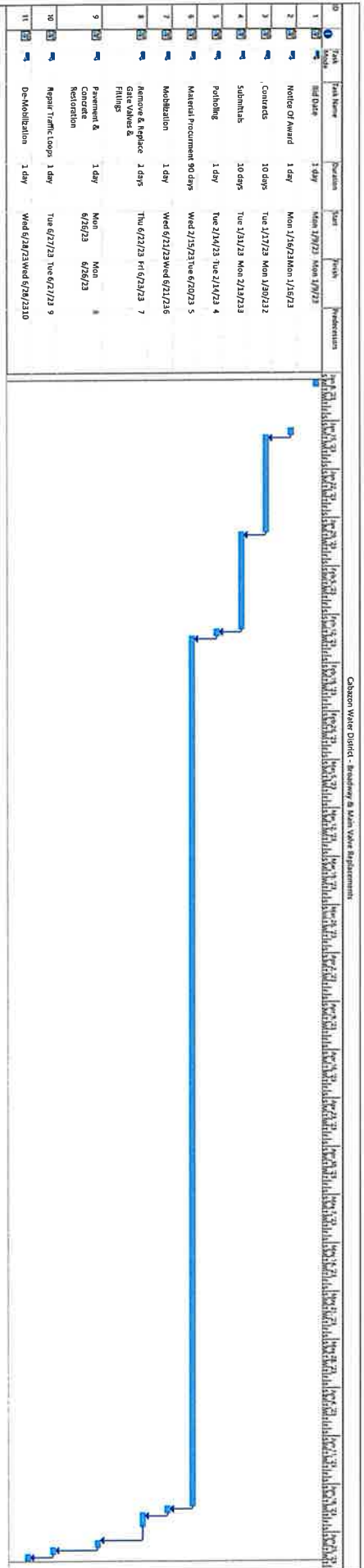
**5. Contract Completion Schedule**

a. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 90 calendar days after date of Notice to Proceed.

b. Liquidated Damages

Contractor is advised that "Liquidated Damages" of \$1,000.00 per calendar day may be assessed for each calendar day that the Work remains incomplete following the date(s) established by the Contract Completion Schedule, as adjusted for due cause by Change Order.



**6. Certified Data**

In the blanks provided, fill in the required Certified Data relating to the Bidder's Proposal.

- a. Manufacturer of Gate Valves

CLAW CORP.

- b. Manufacturer of Ductile Iron Fittings

STAR PIPE PRODUCTS

7. **Certified Worker Craft and Classification**

Bidder hereby states that the bid proposal has been based on the worker craft and classification set forth below and the Work will be performed by personnel within these classifications unless Bidder specifically requests change in writing and Owner approves same in writing.

	Work*	Craft	Classification
<b>Examples:</b>			
	Steel Tank Work	Operating Engineer	Group B-Crane Operator
	Electrical Work	Electrician	Cable Splicer
	Plant Work	Roofer	Helper
a.	<u>Laboreers</u>	<u>Laboreers</u>	<u>Group 1, 4</u>
b.	<u>Operators</u>	<u>Operating Engineering</u>	<u>Group 8, 12</u>
c.	<u>Teamsters</u>	<u>Teamsters</u>	<u>Group 3 + 6</u>
d.	<u>                    </u>	<u>                    </u>	<u>                    </u>
e.	<u>                    </u>	<u>                    </u>	<u>                    </u>
f.	<u>                    </u>	<u>                    </u>	<u>                    </u>
g.	<u>                    </u>	<u>                    </u>	<u>                    </u>
h.	<u>                    </u>	<u>                    </u>	<u>                    </u>
i.	<u>                    </u>	<u>                    </u>	<u>                    </u>
j.	<u>                    </u>	<u>                    </u>	<u>                    </u>
k.	<u>                    </u>	<u>                    </u>	<u>                    </u>
l.	<u>                    </u>	<u>                    </u>	<u>                    </u>
m.	<u>                    </u>	<u>                    </u>	<u>                    </u>

\* Designate Type of Work, i.e. Earthwork, Concrete Work, Electrical Work, Mechanical Work, Pump Work, Plant Work, Tank Work, Fencing, Painting, Piping



8. **Certification of Bidder's Work Site Inspection**

I certify that I have visited and inspected the Work sites on the following dates:

<u>Site</u>	<u>Date(s) Visited</u>
Site shown on Sheet 3 of the Construction Drawings	<u>12/27/22</u>

I also certify that I am familiar with local conditions which may affect the performance of the Work and propose to perform the Work generally as follows:

DIG, BACKFILL, LAY, TIE-IN, RESTORATION & CLEAN UP.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Bidder's Authorized Representative**

  
\_\_\_\_\_  
Signature

Jared Himle  
\_\_\_\_\_  
Name (Print)

President & CEO  
\_\_\_\_\_  
Title (Print)

9. **Statement on Bonds and Insurance**

- a. Names and addresses of all members of partnership or names and titles of all corporate officers:

Jared Himle - President & CEO - 10352 Barbara Lee Ln, Mentone CA 92359

Trent Himle - Vice President & Secretary - 2840 Cole Avenue, Highland CA 92346

---

---

---

---

---

- b. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

U.S. Specialty Insurance Company

601 S Figueroa Street, Suite 1600, Los Angeles, CA 90017

Tel: George DeCristo (951)-788-8500

---

---

---

---

- c. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address(es) of insurers agreeing to insurance coverage

Epic Insurance Brokers & Consultants

3633 Inland Empire Blvd, Suite 640, Ontario, CA 91764

Office: Dan Ryan (909)-919-7517

---

---

---

---

10. **Certification of Bidding Documents**

The Bidder hereby declares and certifies under penalty of perjury that the foregoing statements and all of Bidder's Proposal and Supporting Documents herewith submitted are accurate and correct.

**BIDDER**

Name: Weka, Inc.

Address: 236 W Orange Show Road, Suite 114,

San Bernardino CA 92408

Email: wekainc@gmail.com

Telephone 909-425-8700

By: [Signature]  
(Authorized Representative, Written Signature)

Jared Himle  
(Authorized Representative, Typed or Printed Name)

Title: President & CEO  
[Individual, Partner, Corporate Officer (Title)]

Federal Tax Identification Number or Social  
Security Number: [REDACTED]

Corporation organized  
under the laws of the  
State of: California

**CALIFORNIA CONTRACTOR'S LICENSE:**

Class A

(Class A or Class C-34 is required)

(Corporate Seal)

Number 670100

Expiration Date 4-30-23

**NOTARY**

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 San Bernardino

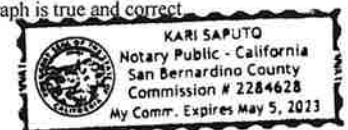
On January 9, 2023, before me, Kari Saputo, Notary Public, personally appeared Jared Himle, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

Kari Saputo  
Signature of Notary

(Notary Seal)



NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

BD-21

**11. Non-Collusion Declaration  
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the President & CEO of Weka, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 9, 2023 [date], at San Bernardino [city], California [state].

BIDDER

Name: Weka, Inc.

By:   
(Authorized Representative, Written Signature)

Jared Himle

(Authorized Representative, Typed or Printed Name)

Title: President & CEO  
[Individual, Partner, Corporate Officer (Title)]

## 12. 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 for, 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 Bidder's and subbidders' current Public Works Contractor Registration with the Department of Industrial Relations.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and that Bidder and all listed subbidders (subcontractors) are currently registered with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: Weka, Inc.

DIR Registration Number: 1000003472

DIR Registration Expiration: 6-30-23

Small Project Exemption: ☐ Yes or ☒ No

Bidder further acknowledges:

1. Bidder shall maintain its 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 maintain DIR 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.

Signature: 

Name and Title: Jared Himle - President & CEO

Dated: January 9, 2023

No

<sup>1</sup> If the project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

13. **Iran Contracting Act Certification**  
(Public Contract Code Section 2200 *et seq.*)

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

☒ The Contractor is not:

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

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

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

Signed \_\_\_\_\_

Title President & CEO

Firm Weka, Inc.

Date January 9, 2023

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

14. **Executive Order N-6-22 Certification**

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Owner funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Owner with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY OF PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as described in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the contractor. This certification is made under the laws of the State of California.

Signature:  \_\_\_\_\_

Printed Name: Jared Himle

Title: President & CEO

Contractor: Weka, Inc.

Date: January 9, 2023

15. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Contractor),  
Weka, Inc. as Bidder and Principal, and  
Markel Insurance Company as Surety, are held firmly bound unto the  
CABAZON WATER DISTRICT, situated in Riverside County, California, hereinafter called the Owner, in the penal  
sum of Ten percent of the total amount bid by the Principal dollars, \$ 10%, for the payment of which  
sum, well and truly to be made, we bind ourselves, and our successors and assigns, jointly and severally, firmly by  
these presents.

The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated  
January 9, 2023, for BROADWAY AND MAIN STREET CLUSTER VALVE REPLACEMENT  
PROJECT for Owner.

NOW THEREFORE, (1) if the Bidder shall not withdraw said bid within sixty days after the opening of the  
same, and (2) shall within ten days after the award of the Contract furnish the required certificates of insurance and  
enter into a written contract with the Owner in accordance with the bid as accepted, and (3) if the Bidder shall give  
the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of said Contract  
and for the protection of laborers and material men, or (4) in the event of the withdrawal of said bid within the periods  
specified, or the failure to enter into said Contract, if the Bidder shall within thirty days after request by the Owner  
pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may  
procure the required Work or supplies, if the latter amount be in excess of the former, then the above obligations shall  
be void and of no effect, otherwise they remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all  
costs incurred by the Owner in such suit, including reasonable attorney's fee, to be fixed by the court.

For value received, the Surety hereby stipulates and agrees that the obligation of said Surety and its bond  
shall in no way be impaired or affected by any bid errors or by an extension of time within which the Owner may  
accept such bid, and said Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, Bidder and Surety have duly and fully executed this instrument this 5th day  
of January, 2023.

PRINCIPAL:

Name Weka, Inc.

By [Signature]  
(Authorized Representative, Written Signature)

Jared Himle  
(Authorized Representative, Typed or Printed Name)

Title President  
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By [Signature]

Title Secretary

(Corporate Seal)

SURETY:

Name Markel Insurance Company

By [Signature]  
(Authorized Representative, Written Signature)

Samantha Orf  
(Authorized Representative, Typed or Printed Name)

Title Attorney-in-Fact  
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By n/a

Title n/a

(Corporate Seal)

NOTE: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local  
representatives of the bonding company must be attached hereto.



15. Bid Bond (Continued)

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.

NOTARY FOR PRINCIPAL

STATE OF California )  
COUNTY OF San Bernardino )

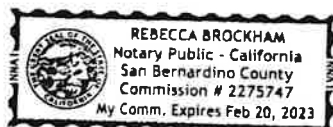
On January 9, 2023, before me, Rebecca Brockham, Notary Public, personally appeared Jared Himle who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Rebecca Brockham  
Signature of Notary

(Notary Seal)



NOTARY FOR SURETY

STATE OF California )  
COUNTY OF San Bernardino )

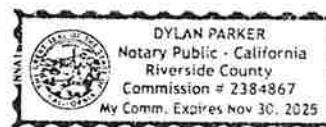
On January 5, 2023, before me, Dylan Parker, Notary Public, personally appeared Samantha Orf who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

Dylan Parker  
Signature of Notary

(Notary Seal)



NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the Work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Markel Insurance Company

4521 Highwoods Pkwy, Glen Allen, VA 23060

Name and address of agent or representative for service of process in California, if different from above

Markel Insurance Company c/o Blaine Williamson

3131 Camino Del Rio South, Suite 1450, San Diego, CA 92108

Telephone number of Surety and agent or representative for service of process in California

800.288.0351

BD-27

2206

© Krieger & Stewart, Incorporated 2022

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

George A. DeCristo, Shannon Lopez, Beth Kolpien, Epi Carter, Samantha Orf

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

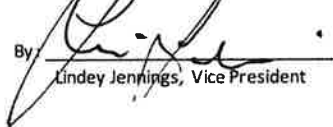
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 14th day of December, 2022.

SureTec Insurance Company

By:   
Michael C. Keimig, President



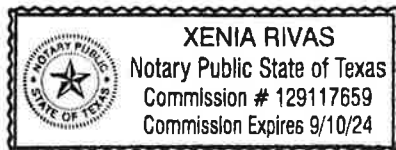
Markel Insurance Company

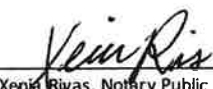
By:   
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

On this 14th day of December, 2022 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.




By:   
Xenia Rivas, Notary Public  
My commission expires 9/10/2024

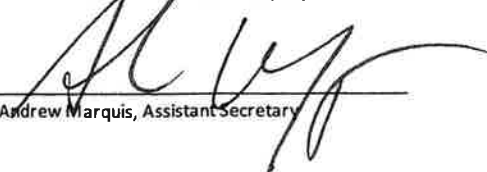
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 5th day of January, 2023.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510005  
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000003472	WEKA, INC.	7/1/2022	6/30/2023	Active	236 W. Orange Show Road #114 San Bernardino United States of America 92408-2036		Teamster, Laborer, Operating Engineer

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000004626 INC.	SIERRA PACIFIC ELECTRICAL CONTRACTING	7/1/2022	6/30/2023	Active	2542 AVALON STREET United States of America 92509		Electrician, Laborer, Parking/Highway/Improvement



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **670100**  
Business Name **WEKA INC**

Entity **CORP**

Classification(s) **A**

Expiration Date **04/30/2023**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



## Tomas Ramirez

### Weka, Inc. – Estimator

2021 to Present

- Estimating sewer, water and storm drain pipelines in Southern California.
- Responsible for budgeting change orders.

### C.P. Construction Co., Inc. – Project Manager / Estimator

2004 to 2021

- Estimated sewer, water and storm drain pipeline projects.
- Successfully obtained and managed approx. \$200 Million worth of public works & private projects.
- Largest Single Project Completed at \$6.5 million.
- Responsible for submittals, change orders and close out of project.
- Coordinating the ordering and delivery of materials for projects.
- Billing Preparation, Submittal and Tracking.
- Ensuring company is in compliance with Federal / State / Local Agencies regarding EEO, HUD, DBVE/DBE/SBE, Buy-America ARRA requirements prior to bid preparation and duration of project

### United States Marine Corps – Administrator

1999 to 2004

- Managed 25 personnel in various administrative duties including inputting and extracting data from an automated system.
- Organizing, maintaining, and auditing over 1,000 personal record books including pay documents.

### Education:

- Chaffey Community College, Associate Business Courses
- Rio Hondo College, Associate Business Courses
- 2000 William Workman High School, Graduate
- CPR/First Aid Training
- Confined Spaces Competent Person/Supervisor Training

## JARED HIMLE

Weka, Inc. – President, CEO & Estimator

2003 to Present

- Estimating sewer, water and storm drain pipelines in Southern California.
- Successfully obtained \$150 Million worth of public works projects.
- Coordinate with Superintendents and Foremen on project schedule, equipment, field personnel for successful completion of projects on time and with budget.
- Interact and coordinate with Agency's project management.
- Responsible for processing change orders.
- See Weka, Inc.'s Project List for references.

Kenko, Inc. – Estimator

2002 to 2003

- Estimated sewer, water and storm drain pipelines.
- Successfully obtained \$50 Million worth of public works projects.

Weka, Inc. – Laborer

1999 to 2002

- Performed painting, landscaping, concrete work, bollards, air vacs, blowoffs, fencing and small residential and public works water projects.

Education:

- Crafton Hills Community College, Associate Business Courses
- Utah Valley State University, Associate Business Courses
- 1999 Redlands East Valley High School, Graduate
- CPR/First Aid Training
- Competent Person Training
- QSP Training

---

## NEIL KAUFMAN – PRINCIPAL PROJECT MANAGER

---

<p><b>Total Experience:</b> 27 years</p> <p><b>Professional Registration:</b></p> <p>A - General Engineering License No. 1001558</p>	<p>Mr. Kaufman brings over 27 years of professional experience in project management, construction administration, quality assurance and construction of Capital Improvement Projects. Positions of responsibilities have included; Construction Manager, Contract Administration, Project Manager, Inspector, and General Superintendent. He has been involved with Transmission Pipelines, Booster Stations and Waste Water Reclamation Facilities throughout Southern California, Nevada, and Arizona. Recently Neil has been involved with Management and Inspection of Capital Improvement Projects overseeing the construction of Ground Water Recharge and Storage Facilities, Reservoirs, Sewer Lift Stations, Potable and Recycled Water Distribution Systems, Reinforced Concrete Structures and Storm Water Collection Basins. Neil has been involved in all aspects of Construction Management on both the private and the agency sides including project design review, bid preparation, estimating, field inspection, utility coordination, and contract administration.</p>
<p><b>Key Experience:</b></p> <ul style="list-style-type: none"> <li>• Over 27 Years of pExperience in Public Works Construction</li> <li>• Project Scheduling: Microsoft Project</li> <li>• Multi-Agency Coordination</li> <li>• Certificate - Construction Scheduling &amp; Analysis</li> <li>• Competent / Confined Space Training</li> <li>• ACI Grade 1</li> <li>• 40 Hour HAZWOPER Training</li> </ul>	<p><b>Representative Project Experience:</b></p> <p><b>Olive Avenue Regional Sewer Improvements Spec 1249S – Menifee CA</b> Scope of work included construction management and inspection of 10,418LF of 36" PVC Gravity Sewer Main, observation and documentation of contractors de-watering system treatment and discharge, coordination for connection to La Ventana Lift Station under live conditions, monitoring contractors confined space program, coordination of effluent bypass systems, T-lock repairs and coordination of epoxy coating inspections.</p> <p><b>Wildomar RW Phase 1 Off-Site Facilities</b> Project Management and oversight the construction of 31,000 feet of reclaimed waterline for Elsinore Valley Municipal Water District. The project scope includes construction of 8" to 12" reclaimed waterlines within the City of Wildomar and Lake Four flow meter/pressure reducing vaults, a bridge crossing, and two pipe jacking operations. The CM scope of services includes: General oversight on key personnel, schedule review and correspondence, attendance at weekly progress meetings, claims review, inspection oversight to insure construction compliance with designed plans and specifications; job safety; traffic control; review of city and consultant of punch lists, project acceptance and assistance in preparation of as-built plans.</p> <p><b>Sun City Force Main &amp; Recycled Water Replacement Specification No. 1180S</b> Scope of work included full time inspection and project management of a combined 26,000LF of 30" &amp; 36" diameter PVC Sewer Force Main and Recycled Water, (5) 60" diameter tunnels and improvements to the existing effluent Discharge Header at the Perris Valley Regional Water Reclamation Facility.</p> <p><b>Warm Springs 30" Force Main Specification 1216S – Temecula CA</b> Scope of work included construction management and inspection of 30" diameter PVC Force Main and 1200lf of 48" diameter Directional Drill, one 48" diameter Jack &amp; Bore and street improvements and restoration.</p>



## Mark Sisemore

### Work experience:

Apple Valley Construction Inc.

Chief Estimator/Manager

1991 to 2004

Worked there as the Manager and Chief Estimator for 13 years. Achieved in taking it from a 3,000,000.00 dollar a year company, to a 10,000,000.00 dollar a year company.

Tasks: Did all Project Management from start of project to end, ordered all material, worked with all crews, work with engineers, developers, and inspectors to solve problems as they arose to make jobs profitable and proceed with ease. Also did Management of over all running of business. I also worked with Bonding Companies, Insurance companies, and payables to achieve a smooth running of daily business.

Hughes Supply

Estimator

2004 to 2006

Worked as their estimator for all projects in the High Desert, along with helping out the Perris Branch with any overflow they had.

Tasks: did all takeoffs, ordered material, worked with cities, engineering firms, inspectors, and developers. Did all project Management from start to finish on the jobs that I worked on.

Pyramid Building and Engineering

2006 to 2008

Chief Estimator and Project Manager

Began with Pyramid as a start up company in the pipe line business, we have worked on many private developments and commercial projects, and now have started to work on some public works jobs.

Tasks: Chief Estimator, Project Manager, Purchasing all material for jobs, work with developers, engineers, inspectors, and suppliers to achieve a smooth job from start to finish.

Weka Inc.

2008 to present

Worked as an estimator from 2008 to 2011, my tasks also included project management and working directly with the Superintendent and Foreman from start to finish. I have bid single jobs from several hundred thousand up to 6,300,00.00 and followed them through from beginning to end.

From 2011 to present I have been working as a Project Manager, and helping with bidding as necessary. I have Project Managed jobs simultaneously from several hundred thousand up to 12,500,000.00 from start to finish. My duties while project manager include working with City's, Engineering Firms, other contractor that may be also work on or near our site, Developers, along with our crew, Working with Safety Officers, Inspectors, along with the general public. Began work with Downing construction is the same capacity in January of 2013, both Weka and Downing Construction began doing

work as a team and I was asked to help with the Construction Management for both companies. I am also familiar with both mac and Pc computers and software.

#### Downing Construction

2013 to July 2016

Working with both Weka and Downing Construction as their Project Manager. I have Project Managed jobs simultaneously from several hundred thousand up to 7,500,000.00 from start to finish. My duties while project manger include working with City's, Engineering Firms, other contractor that may be also work on or near our site, Developers, along with our crew, Working with Safety Officers, Inspectors, along with the general public. Also work with my piers to solve problems and keep the job running smoothly from start to finish. I am also familiar with both mac and Pc computers and software.

My ability to grow organizations, optimize profitability, productivity, quality, and safety though best practices would be a strong asset to your team. Please review at your earliest convenience, and then contact me to discuss how I may contribute to your success

Sincerely,

Mark Sisemore

## TRENT HIMLE

Weka, Inc. – Vice President/Secretary, Superintendent & Operator  
1996 to Present

- Responsible for overseeing project schedule, equipment and field personnel.
- Supervise field foremen on project installation.
- Supervise and coordinate with truck drivers on equipment transportation and delivery of materials.
- Responsible for coordinating maintenance of vehicles and equipment.
- Interact with Agency's inspectors and project engineers.
- Loader Operator as required on pipeline installations.
- See Weka, Inc.'s Project List for references.

### Education:

- Crafton Hills College, Business Courses
- Ricks College, Business Courses
- 1997 Redlands High School, Graduate
- CPR/First Aid Training
- Competent Person Training
- Confined Space Training
- QSP Training

# **AURELIO VIRAMONTES**

## **SUMMARY OF QUALIFICATIONS**

- Pipeline Foreman
- Pipe Layer
- Storm Drain Structures
- Concrete Finisher
- Sewer T-Lock Manholes
- Operate equipment to include backhoes, excavators, and loaders
- Read blueprints
- Full understanding and knowledge of elevations & survey staking

## **SUMMARY OF EXPERIENCE**

- All phases of pipeline installation from being in the ditch to organizing crews as foreman, ensuring a safe working environment and teaching proper installation techniques; ordering materials; coordinating deliveries and equipment and communications between crews, management, and personnel.

## **PROFESSIONAL CERTIFICATIONS**

- Confined Space Entry
- Basic Electrical Safety
- Competent Person
- Heat Stress Safety
- Cranes and Rigging
- Barricades/Flaggers/Traffic Control
- Hand & Power Tool Safety
- GHS/SDS/HAZARD Communications
- Health Hazards in Construction
- 30 Hour OSHA
- Fall Protection
- Excavation & Soil Testing
- CPR/Basic Plus First Aid/AED
- MSHA

## **EXPERIENCE**

### **FOREMAN**

WEKA, INC. – Highland, CA

Aug 2012-Present

### **PIPELAYER**

Don Kelly Construction, Bozeman, MT.

Mar 2012-Jul 2012

### **PIPELAYER**

Pacific States Engineering, Menifee, CA.

Jul 2011-Jan 2012

### **FOREMAN**

Karl Scanlan, Menifee, CA.

Jan 1991-Feb 2010

# **Vincent W. Davidson**

## **SUMMARY OF QUALIFICATIONS**

- Pipeline Foreman
- Pipe Layer
- Storm Drain Structures
- Concrete Finisher
- Sewer T-Lock Manholes
- Operate equipment to include backhoes, excavators, and loaders
- Read blueprints
- Full understanding and knowledge of elevations & survey staking

## **SUMMARY OF EXPERIENCE**

- All phases of pipeline installation from being in the ditch to organizing crews as foreman, ensuring a safe working environment and teaching proper installation techniques; ordering materials; coordinating deliveries and equipment and communications between crews, management, and personnel.
- Water Mains: Ductile iron, PVC, CMLC, HDPE (fused), water services, fire hydrants, hydro testing, chlorinating, bacteria sampling.
- Sewer: Clay, PVC, ductile iron, SDR, build and pour t-lock manholes, air testing.
- Storm Drain: Corrugated steel, RCP, HDPE
- Concrete Structures: Manholes, junction structures, catch basins, headwalls, rebar, HDPE manholes, flatwork

## **PROFESSIONAL CERTIFICATIONS**

- Trench Excavation
- Flagging
- Trench Shoring
- First Aid/CPR
- Fall Protection
- Confined Space Entry
- Competent Person
- SWPPP
- AQMD

## **EXPERIENCE**

### **FOREMAN**

WEKA, INC. – Highland, CA

May 2012-Present

### **MANHOLE CONSTRUCTION FOREMAN**

McGuire & Hester-Terracon, Oakland, CA.

Feb 2011-Oct 2011

### **PIPELINE FOREMAN**

Sukut Construction, Inc., Santa Ana, CA.

Aug 2008-Dec 2010

### **PIPELINE FOREMAN, STRUCTURE BUILDER, PIPE LAYER**

Desert Pipeline, Thermal, CA.

Mar 1995-Aug 2008

# **Les Bredwick**

## **SUMMARY OF QUALIFICATIONS**

- Pipeline Foreman
- Pipe Layer
- Storm Drain Structures
- Concrete Finisher
- Sewer T-Lock Manholes
- Operate equipment to include backhoes, excavators, and loaders
- Read blueprints
- Full understanding and knowledge of elevations & survey staking

## **SUMMARY OF EXPERIENCE**

- All phases of pipeline installation from being in the ditch to organizing crews as foreman, ensuring a safe working environment and teaching proper installation techniques; ordering materials; coordinating deliveries and equipment and communications between crews, management, and personnel.
- Water Mains: Ductile iron, PVC, CMLC, HDPE (fused), water services, fire hydrants, hydro testing, chlorinating, bacteria sampling.
- Sewer: Clay, PVC, ductile iron, SDR, build and pour t-lock manholes, air testing.
- Storm Drain: Corrugated steel, RCP, HDPE
- Concrete Structures: Manholes, junction structures, catch basins, headwalls, rebar, HDPE manholes, flatwork

## **PROFESSIONAL CERTIFICATIONS**

- Trench Excavation
- Flagging
- Trench Shoring
- First Aid/CPR
- Fall Protection
- Confined Space Entry
- Competent Person
- SWPPP



## **EXPERIENCE**

### **FOREMAN**

**WEKA, INC. – Highland, CA**

**Jan 2018-Present**

### **PIPELAYER**

**WEKA, INC.-Highland, CA**

**Sept 2005-Jan 2018**

## David Tosta

### **Work Experience: Superintendent / Construction Foreman**

- Manage installation of equipment and instrumentation for automated control.
- Work with regulatory staff.
- Train others associated with job duties.
- Manage and make decisions related to the performance of work, schedule, delivery, logistics, quality control, and trade employee staffing levels.
- Provide technical assistance regarding construction methods and equipment.
- Manage the work to ensure that is completed in compliance with and conforms to the approved contract documents.
- Primary liaison with project managers and engineers with the day to day construction activities of the project.
- Monitor quality standards of all jobs, including contractor performance, and ensure that all quality assurance and company standards are being met.
- Identify potential changed conditions and inform project engineer and project manager.
- Provide guidance in resolving construction problems encountered.
- Projects included water, sewer, storm drain, and gas.

### **Recent Project completed:**

- Los Angeles Historical Park
- San Diego CHP Facility
- Lake Gregory Dam Rehabilitation Project
- Rubidoux Sewer Lift Station
- Lake Forest Community Center and Sheriff Station
- Calico Ghost Town State RV Park

WEKA, INC.  
PROJECT LIST

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
<b>Current Projects</b>										
289	Nichols Ranch Office Water Improvements 4800-2103 Lake Elsinore, CA Weka Foreman: TBD Weka Project Manager: TBD	Nichols Road Partners, LLC PO Box 77850 Corona, CA 92880 (951) 277-3900	K&A Engineering 357 N. Sheridan St., Ste 117 Corona, CA 92880 Keith G. Osborn (951) 279-1800	\$1,333,160.00			Install approx. 163lf of 8" PVC C900 CL 235, 97lf of 12" DIP CL 350 main, 3329lf of 20" DIP CL 350 main including all appurtenances.		30 working days	
285	Merrill Commerce Center LAND INE024dlg 1,010 Merrill Ave and Grove Ave - Sanitary Sewer Improvements Ontario, CA Weka Foreman: Aurelio Viraonites Weka Project Manager: Neil Kaufman	Prologis 3546 Concourse St., Suite 100 Ontario, CA 91764 Sam Cho scho@prologis.com (470) 349-0153	Westland Group, Inc 4150 Concourse Ontario, CA 91764 Sara Mackinney smackinney@westlandgroup.net (909) 989-9789	\$7,441,206.00			Install approx. 6997lf of 6" 8" 18" 20" 30" 36" Ductile Iron Sewer Pipe Pressure Class 250 w/Proto 401 Ceramic Epoxy Lining, w/Polyethylene Encasement per AWWA C-105, Jack and Bore 130lf of 54" Steel Casing w 1/2" wall 24" DIP Class 250 and all appurtenances.		Start by 9/5/2022 and Finish by 2/7/2023 (150 working days)	
280	Winchester Rd & Clinton Keith Rd. Murrieta, CA Weka Foreman: David Tosta Weka Project Manager: Tomas Ramirez	Murrieta Marketplace Holdings, LP, PO Box 1358, Corona, CA 92878 Karline Kofdarali karline@jntingmt.com (951) 280-3833	DRC 160 South Old Springs Rd., Ste 210, Anaheim, CA 92808 (714) 685-6860	\$2,740,000.00			Install approx. 2,097lf 12" PVC C900 DR18 Water Main, 308lf 12" CML&C Steel Water Main, 9 12" HSGV, 110lf 6" PVC C900 DR18 Water Line, 293 5" PVC C900 DR18 Water line, 232lf 18" Steel Casing 18", 1,132lf 8" PVC C900 DR18 Recycled Water Main, 212lf 8" CML&C Steel Water Main, 360 2" PVC C-900 Dr 18 Water Line, and all appurtenances.		Start by 9/28/2023 and Finish by 3/7/2023	
279	Lakeview (Echo Highlands) Tract 32585 Elsinore Valley, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Tri Pointe Homes IE_SD, Inc(FKA Pardee Homes) 1250 Corona Point Court, Suite 600, Corona, CA 92879 Shelly Jordan shelly.jordan@tripothomes.com (951) 339-6725	MDS Consulting-Morris Schultz 17320 Redhill Ave, Suite 350 Irvine, CA 92614 Nick Lasher nick.lasher@tripothomes.com 949-251-8821	\$3,261,050.00			Install approx. 4,910lf of 8" PVC SDR35 Sewer Main, 2,585lf 8" PVC Class 150 C-900 (DR-25) Sewer Main, 4,358lf 4" PVC SDR-35 Sewer lateral, 5,554lf 8" PVC C-900 Water Main (CL 235) and all appurtenances.		175 Working days	
276	Merrill Avenue Sewer Improvements Ontario, CA Weka Foreman: Aurelio Viraonites Weka Project Manager: Neil Kaufman	Euclid Land Ventures, LLC 4100 MacArthur Blvd, Suite 120 Newport Beach, CA 92660 Jeff Johnson 949-216-7300	West Land Group, Inc 4150 Concourse Ontario, CA 90638 Glenn M. Chung 909-898-9789 ext 308	\$6,320,256.00			Install approx. 6278lf 36" DIP 30" plus deep epoxy lining, (23) 72" sewer manholes, 40lf 16" DIP, 1287lf 36" DIP 30" plus deep and all appurtenances		100 working days	
270	Tract 33410 Sewer Improvements Riverside, CA Weka Foreman: Trent Himle Weka Project Manager: Mark Sisemore	Pulte Home Company, LLC 27401 Los Altos, Suite 400 Mission Viejo, CA 92691 Robert Paradise bob.paradise@pulte.com 951-258-6001	Albert A Webb Associates 3788 McCray Street Riverside, CA 92506 Jennifer Gillen 951-686-1070	\$1,371,152.00			Install approx. 5,436lf 8" PVC SDR35 8'-12" deep, 728lf " PVC SDR35 12'-20" deep, 209lf 8" PVC SDR35 20" plus deep, 3955lf 4" PVC SDR35 lateral, 80 backwater valve, 6 construct precast concrete terminus manhole 8'-12" deep, 21 precast concrete manhole 8'-12" deep, 4 12'-20" deep and 1 20" plus deep and all appurtenances.		90 working days	
265	Madison Club - Avenue 54 Meter Connection Coachella Valley, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Coachella Valley Water District PO Box 1058 Coachella, CA 92236 Elizabeth Carrasco - Supervising Management Analyst ecarrasco@cvwd.org 760-398-2661 x2350	Coachella Valley Water District PO Box 1058 Coachella, CA 92236 Carrie Olliphant-Director of Engineering coliphant@cvwd.org 760-398-2661	\$712,959.00			380lf of C909 PVC0 pipe, install (1) meter vault (1) control valve vault, lake discharge piping and appurtenances.		260 calendar days	
262	Pettit Regulated Pressure Zone Specification No. 1342W Moreno Valley, CA Weka Foreman: Les Bredwick Weka Project Manager: Tomas Ramirez	Eastern Municipal Water District 2270 Trumble Road Perris, CA 92570 Anthony Valenzuela (951) 928-3777 x4451	Eastern Municipal Water District 2270 Trumble Road Perris, CA 92570 Melissa Ahella (951) 928-3777 x4432	\$2,534,783.00			(4) Pressure regulating stations 12" PVC connection piping, 12" potable waterlines, appurtenances, 8" PVC & 12" PVC potable connection piping & appurtenances for (13) jumper connections.		450 calendar days	
260	Tract 37153 Domestic Water, Recycled Water and Sewer Improvements (Serrano) Corona, CA Weka Foreman: Les Bredwick Weka Project Manager: Tomas Ramirez	Taylor Morrison of California, LLC 4695 MacArthur Court, 8th Floor Newport Beach, CA 92660 Sean Doyle sdoyle@taylor-morrison.com 949-341-1289	Proactive Engineering Consultants 200 South Main St., Suite 300 Corona, CA 92802 Scott Gilbert scottgilbert@proactiveengineering.com	\$1,839,978.00			Install approx. 665lf 6" SDR 35 PVC, 376lf 6" C-900 PVC, 1455lf 8" SDR 35 PVC, 997lf 8" C-900 PVC, 1470lf 12" DIP Class 350, 410lf " DIP and appurtenances.		45 Working days	

**WEKA, INC.**  
**PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
227	Tract 16420 Line F Storm Drain Improvements and Tract 16420-3 Main Street Water Utilities Chino, CA Weka Foreman: David Tosta Weka Project Manager: Mark Sisemore	Chino Preserve Development Corporation 1156 N. Mountain Avenue Upland, CA 91786 909-985-0971	Albert A. Webb Associates 3788 McCray St Riverside, CA 92506 Malissa Martinez - Project Coordinator malissa.martinez@webbassociates.com 951-248-4277	\$6,179,283.00			Storm drain Improvements including reinforced box culverts, RCP, manholes and structures; PVC C-900 Water, PVC C-900 Recycled Water, and VCP Sewer Improvements with associated appurtenances.		100 Working days	
224	Mill Creek Ave. from Belgrave Ave. to Riverside Dr. Domestic Water and Recycled Water Improvements in the City of Ontario, CA Weka Foreman: TBD Weka Project Manager: Tomas Ramirez	Shea Homes 1250 Corona Point Court, Suite 600 Corona, CA 92879 gina.gordon@sheahomes.com (949) 526-8840	Fuscoe Engineering 2850 Inland Empire Blvd, Suite B Ontario, CA 91764 Steve Ellis sellis@fuscoe.com (909) 581-0676	\$527,671.00			Install approx. 1,325lf of 12" PVC CI 200, AWWA C-900 including restrained joints, 121lf of 8" purple PVC CI 200, AWWA C-900, 129712" Purple PVC CI 200, AWWA C-900, and all appurtenances.		40 working days	
242	El Rancho Verde Rialto, CC Weka Foreman: Les Bredwick Weka Project Manager: Neil Kaufman	Lennar Communities, Inc 980 Montecito Drive #300 Corona, CA 92879 Chris Conklin, Construction Manager chris.conklin@lennar.com 951-712-6684	Moote Land Development Solutions 60 Corporate Park, Suite 100 Irvine, CA 92606 Colin Zavisnick 942-428-1400 czavisnick@moote.com	\$5,364,878.00			Install approx. 6696lf of 30" class 150 CML&C Steel, 7,904lf of 12" DIP, 3,114lf of 18" DIP, 4,723lf of 14" CML&C Steel, 1,014lf of 24" CML&C Steel		100 working days 7/27/21-	
238	Canyon Crest Booster Station Replacement Phase 2 City of Riverside Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	City of Riverside Public Utilities Dept. Water Engineering Division 3750 University Ave Riverside, CA 92501 Cheyne Wells Senior Engineer cwells@riversideca.gov (951) 826-5257	City of Riverside Public Utilities Dept. Water Engineering Division 3750 University Ave Riverside, CA 92501 Cheyne Wells cwells@riversideca.gov (951) 826-5257	\$3,449,308.00			Construction of a booster pump station, waterline and appurtenances consisting of approx. (5) 60 HP pumps, 610lf of 20" mortar lined and coated steel pipe, 630lf of 16" mortar lined and coated steel pipe and demolition of an existing booster station		270 calendar days 11/11/2020-	
232	Regional Wastewater Foremain - Segment #3 JCSD P.N. C165036 Weka Foreman: David Tosta Weka Project Manager: Mark Sisemore	Jurupa Community Services District 11201 Harrel Street Mira Loma, CA 91752 Keith Backus (951) 685-7434	Albert A. Webb Associates 3788 McCray St Riverside, CA 92506 Shining Zhang shining.zhang@webbassociates.com 951-686-1070	\$4,246,006.00	\$355,187 Additional work		Approximately 2,500 L.F. of 24-inch diameter sewer foremain, 920 L.F. of 24-inch diameter gravity main, 1270 L.F. of 20" diameter dual siphons, control structure, drains, maintenance structure, flow meter, and associated appurtenances; the Crest Steel lateral and associated appurtenances; Linares lift station force main insertion per the plans and specifications.		300 calendar days 9/1/2020-7/1/22	
230	Colton- Washington Bridge Pipeline Relocation Colton, CA Weka Foreman: Aurelio Viremontes Weka Project Manager: Mark Sisemore	City Of Colton Public Works Department 1608 10th Street, Colton, Ca 92324 Jess Sotelo, PE jotho@coltonca.gov 909-370-5551	Michael Baker International 3536 Concourse, Suite 100 Ontario, CA 91764 Safa Kamangar, PE 951-676-8042	\$1,390,070.00			Installation of new 18 and 12 CML&C pipeline within new Washington Bridge limits as well as public ROW; Installation of two precast concrete vaults and flexitend connections; removal of the existing steel pipe and casting from existing Washington Bridge; removal and disposal of existing asbestos pipe in conflict with Caltrans wall; installation of pipeline appurtenances and connections to existing systems; and installation of CIPP.		1030 calendar days 8/27/2020-	
214	Sub for Balfour Beatty for Regional Recycled Water Pipe for Sterling Natural Resource Center Highland, CA Weka Foreman: Les Bredwick Weka Project Manager: Neil Kaufman	East Valley Water District 31111 Greenspot Road Highland, CA 92346 Jeff Noelle 909-888-8986 engineeringdept@eastvalley.org	East Valley Water District 31111 Greenspot Road Highland, CA 92346 Jeff Noelle 909-888-8986 engineeringdept@eastvalley.org	\$11,250,582.00	\$4,870.00 Permits for potholing		Install approx 19,000 lf of 36" CML&C and appurtenances.		365 days 12/30/2019-	

WEKA, INC.  
PROJECT LIST

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
Completed Projects										
272	WO 2022-26 Beach V Line Failure Pasadena Street Lake Elsinore, CA Weka Foreman: Aurelio Viramontes Weka Foreman: Neil Kaufman	Santa Ana Watershed Project Authority 11615 Sterling Ave Riverside, CA 92503 druhl@sawpa.org (951) 354-4223	Santa Ana Watershed Project Authority 11615 Sterling Ave Riverside, CA 92503	\$135,915.00		\$ 135,915.00	Repair 30" PVC Brineline	12/20/2021	Emergency work	N/A
258	Brown Ave. Area Main Replacement Contract 20605 WO #B531148 Calipatria, CA Weka Foreman: David Tosta Weka Project Manager: Tomas Ramirez	Golden State Water Company 160 E. Via Verde, Suite 100 San Dimas, CA 91773 Elizabeth Severson-Project Coordinator 909-305-5427	Golden State Water Company 160 E. Via Verde, Suite 100 San Dimas, CA 91773 Ben Jimenez, P.E. ben.jimenez@gswater.com 909-305-5027 x332	\$336,893.00	(-\$58,098) Final Quantity adjustment	\$ 278,796.00	Install approx. 400' of 4" AWWA C-900 CL 305 Dr 14, 35' of 4" PVC AWWA C-900 CL 235 DR 18, 795' of 8" AWWA C-900 CL 235 DR 18, resilient 4" & 8" wedge gate valve, fire hydrants, 2" water service with nh meter box, 1" service line to the new water service meter box, cut & plug existing system water mains, abandon and remove existing fire hydrant, dispose 2" & 4" asbestos cement pipe.	1/25/2022	30 calendar days 9/23/21 - 1/25/22	N/A
256	Fallbrook Culvert Replacement Monserrate Hill Road Fallbrook, CA Weka Foreman: Steve Chernicky Weka Project Manager: stcbh@earthlink.net	Monserrate Hill Road, Maintenance LLC 3622 Monserrate Hill Road Fallbrook, CA 92028 Steve Chernicky (918) 640-9735	Kam Engineering 129 W. Fig St. Fallbrook, CA 92028 Scott Harry (760) 728-1134	\$336,092.00		\$ 295,564.00	Culvert pipe, inlet basin rework, exit slope restoration. Which includes remove 150' of existing CMP, install 172' of 30" RCP with rubber gasket, 3,045sf repair and replace AC, recompact slope.	12/7/2021	30 WORKING DAYS 9/3/2021-	N/A
252	Design-Build Contract for the Phase 2 Coachella Campus Fire Protection and Irrigation System Improvements Project Coachella, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Coachella Valley Water District PO Box 1058 Coachella, CA 92236 Jim Barrett - General Manager	Adkan Engineers 6879 Airport Drive Riverside, CA 92504 Mitch Adkinson (951) 688-0241 madkinson@adkan.com	\$1,461,748.00		\$ 1,461,748.00	Install approx. 3290' of 8" DIP, 665' of 6" DIP, 11 fire hydrants, and all appurtenances.	6/29/2022	180 calendar days 8/11/21-6/29/22	N/A
245	Wells Spring Street Jurupa, CA Weka Foreman: Lauro Hernandez Weka Project Manager: Mark Sisemore	Euclid Land Ventures, LLC 4100 MacArthur Blvd., Suite 120 Newport Beach, CA 92660 Patricia Urbina Purbina@nurowdc.com	West Land Group, Inc 4150 Concourse Ontario, CA 90638 Glenn M. Chung 909-898-3789 ext 308	\$2,872,474.00	\$46,643 Change Orders for Slurry backfill 16" CML&C, 16" Restrained Coupling, Conversion from DI to CML&C and additional welding		Install approx. 6040' of 16" DIP Class 350 AWWA C-150/151 with push joints & Polyethylene Encasement, 585' of 16" CML/CMC Full Weld (Double Pass), 18 Fire Hydrants, 6 Cathodic Test Stations, 500' 18" RCP Storm Drain, all appurtenances, street improvements.	5/6/2022	50 working days 8/11/2021-5/6/22 Material Delays	N/A
244	Sewer Lateral at APN 374-072-039 Lake Elsinore Weka Foreman: Les Bredwick Weka Project Manager: Tomas Ramirez	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Kelle Jones Engineering Project Coordinator kjones@evmwd.net 951-674-3146	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Kelle Jones Engineering Project Coordinator kjones@evmwd.net 951-674-3146	\$39,894.00		\$ 39,894.00	Install new sewer lateral	7/9/2021	30 days 7/6/21-7/9/21	N/A
243	Repair of Existing Fire Hydrant on Country Village Road Task Order No. W22005 Jurupa, CA Weka Foreman: Les Bredwick Weka Project Manager: Tomas Ramirez	Jurupa Community Services District 11201 Harrel Street Jurupa, CA 91752 Lakenn Rey Administrative Assistant lrey@jcsd.us 951-685-7434 x217	Jurupa Community Services District 11201 Harrel Street Jurupa, CA 91752 Lakenn Rey Administrative Assistant lrey@jcsd.us 951-685-7434 x217	\$35,000.00		\$ 35,000.00	Remove and replace existing fire hydrant	7/7/2021	30 days 6/23/21-9/1/21	N/A

**WEKA, INC.  
PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
241	Elisnore Valley Municipal Water District Teresa Tract 33370 Offsite Public Sewer, Storm Drain & Water Improvements Lake Elisnore, CA Weka Foreman: Aurelio Viamontes Weka Project Manager: Lorrie Stealy	Century Communities of California, LLC 4695 MacArthur Ct, Suite 3000 Newport Beach, CA 92660 Kyle Maccarato VP of Operations (801) 674-9551 kyle.naccarato@centurycommunities.com	Elisnore Valley Municipal Water District 31315 Cheney Street Lake Elisnore, CA 92530 Mayra Cabrera Sr. Civil Engineer (951) 674-3146 mcabrera@evmwd.net	\$1,179,114.00	\$58,473 Additional pipelines and work, spray lining	\$ 1,236,587.00	Furnish and install approx. 2350lf of 12" DIP (class 350), 15x11lf of 8" PVC Sewer, 400lf of 24" 30" Storm drain, 11 12" RWGV, and all appurtenances.	2/14/2022	60 Working days 1/6/2021	N/A
240	JCSD - Sewer Repairs City of Rubidoux, Mira Loma, & Corona Weka Foreman: Dave Lopez Weka Project Manager: Mark Sisemore	Jurupa Community Services District 11201 Harrel Street Mira Loma, CA 91752 Keith Backus Engineering Services Supervisor kbackus@jcsd.us (951) 685-7434	Jurupa Community Services District 11201 Harrel Street Mira Loma, CA 91752 Keith Backus Engineering Services Supervisor kbackus@jcsd.us (951) 685-7434	\$161,825.00		\$ 161,825.00	Replace approx 1061lf of 8" VCP repaired, broken or sagging pipes, requiring bypass and/or rechannel manhole.	2/3/2021	20 calendar days 1/6/2021-2/3/2021	N/A
236	Tract 4394 Choco and Tiger Road Main Replacement - Phase 2 Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Liberty Utilities (Apple Valley Ranchos Water) Corp. P.O. Box 7005 21760 Ottawa Rd Apple Valley, CA 92308-7005 Greg Miles Manager Engineer Project (760) 240-8314 greg.miles@libertyutilities.com	Liberty Utilities (Apple Valley Ranchos Water) Corp. P.O. Box 7005 21760 Ottawa Rd Apple Valley, CA 92308-7005 Greg Miles Manager Engineer Project (760) 240-8314 greg.miles@libertyutilities.com	\$505,280.00	\$21,052.00 Additional boring	\$ 526,332.00	Install approx. 3,806lf of 8" C900 PC305 DR14 PVC, 550lf of 6" C900 PC305 DR 14 PVC, and appurtenances.	2/8/2021	40 working days 11/19/20-2/8/21	N/A
235	Tract 4394 Choco and Tiger Road Main Replacement - Phase 1 Apple Valley, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Liberty Utilities (Apple Valley Ranchos Water) Corp. P.O. Box 7005 21760 Ottawa Rd Apple Valley, CA 92308-7005 Greg Miles (760) 240-8314 greg.miles@libertyutilities.com	Liberty Utilities (Apple Valley Ranchos Water) Corp. P.O. Box 7005 21760 Ottawa Rd Apple Valley, CA 92308-7005 Greg Miles (760) 240-8314 greg.miles@libertyutilities.com	\$505,319.00		\$ 505,319.00	Install approx. 101lf of 12" PC350 DIP, 4,532lf of 8" C900 PC305 DR14 PVC, 388lf of 6" C900 PC305 DR14 PVC and appurtenances.	1/5/2021	40 Working days 10/2/20-1/5/21	N/A
234	Tract 37593 Offsite Storm Drain City of Riverside Weka Foreman: Aurelio Viamontes Weka Project Manager: Mark Sisemore	KB Home 36310 Inland Valley Drive Wildomar, CA 92595 Stephanie Maciel smaciel@mooote.com 949-428-1400	Adkan Engineers 6875 Airport Drive Riverside, CA 92504 Mitch Adkinson (951) 688-0241 madkison@adkan.com	\$1,677,410.00	\$381,694 Pipe Realignment	\$ 2,059,104.00	Remove approx. 1,297lf of 36" Storm Drain Pipe, install approx 2737lf of 42" RCP, 657lf of 24" RCP, 128lf of 18" RCP, catch basins, manholes and appurtenances.	2/1/2022	9/23/2020-2/1/22 Material Delay	N/A

**WEKA, INC.  
PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
231	Cowd- Coachella Fire Line And Irrigation System Improvements Phase 1 Design-Build Project Coachella Valley, CA Weka Foreman: Vince Davidson Weka Project Manager: Lorrie Steely	Coachella Valley Water District 75-515 Holvey Lane East Palm Desert, CA 92211 Dan Ruiz, Engineering Manager 760-398-2651 d Ruiz@cwvd.org	Cowd Adrian Engineers 6879 Airport Drive Riverside, CA 92504 Richard Reeves ph: (951)-688-0241 fax: (951)-688-0599 rreeves@aadkan.com	\$685,384.00		\$ 685,384.00	The Purpose Of The Project Is To Design And Construct A New Fire Line For Cowd's Coachella Campus, Separate The Irrigation System From Existing Non-Potable Water Supply, Properly Abandon Portions Of Existing Non-Potable Well And Ancillary Facilities, And Disconnect The Non-Potable Water Supply Pipes To The Elevated Storage Tank.	7/7/2021	150 calendar days 12/10/2020-7/9/2021	N/A
228	Inland Empire Brine Line Lower Reach IVB and CRC Lateral Utility Protection Project Corona, CA Weka Foreman: Les Bredwick Weka Project Manager: Mark Sisemore	Santa Ana Watershed Project Authority 11615 Sterling Avenue Riverside, CA 92503 David Ruhl Engineer Management druhl@sawpa.org 951-354-4223	Santa Ana Watershed Project Authority 11615 Sterling Avenue Riverside, CA 92503 David Ruhl Engineer Management druhl@sawpa.org 951-354-4223	\$1,349,805.00	(\$25,170.10) Fencing was deleted	\$ 1,324,635.00	Includes removal and disposal of approx. 440' of 36" RCP/Hobas lined pipe and construction of approx. 430' of new 36" IPS HDPE pipe, removal and disposal of approx. 135' of 15/16" VCP/DIP and construction of approx. 135' of new 18" IPS HDPE pipe, construction of 3 maintenance access structures and associated fittings and appurtenances. Also by-passing and dewatering	12/22/2020	120 calendar days 9/17/2020-12/22/20	N/A
227	Phoenix Storm Drain Division Riverside, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	City of Riverside Public Utilities Dept. Water Engineering Division 3750 University Ave Riverside, CA 92501 John Farley jfarley@riversideca.gov (951)826-5705	City of Riverside Public Utilities Dept. Water Engineering Division 3750 University Ave Riverside, CA 92501 John Farley jfarley@riversideca.gov (951)826-5705	\$567,729.00	\$7,857 Added Electrical Antenna	\$ 575,626.00	Install a manhole inline with the existing 72" storm drain pipe to intercept the stormwater flow and divert this flow into a trash screening manhole, then through a system of valves and controllers, through a weir manhole, and finally into an existing sewer manhole. Furnish and install 3: SC440 conduits and a meter pedestal.	7/21/2021	60 Working days 3/12/21-7/21/21	N/A
226	Larson Road Storm Drain, Water and Street Improvement Lake Elsinore, CA Weka Foreman: Aurelio Viraanontes Weka Project Manager: Neil Kaufman	City of Lake Elsinore 130 S. Main St Lake Elsinore, CA 92530 Yu Tagai Sr. Civil Engineer ytagai@lake-elsinore.org (951) 674-3124	City of Lake Elsinore 130 S. Main St Lake Elsinore, CA 92530 Yu Tagai Sr. Civil Engineer ytagai@lake-elsinore.org (951) 674-3124	\$623,725.00	\$73,291.00 additional berm & asphalt/base	\$ 697,015.00	Construction of, Curb & Gutter, Cross Gutter, Driveways, asphalt berms, Slurry seal and Grinding, Resurfacing, Water mains and appurtenances, storm drain culvert, headwalls, and Rip-Rap, adjusting manhole to grade, minor grading of the back of driveways.	1/11/2021	60 Working days 8/31/2020-1/11/2021	N/A
223	UPRR Crossing and Glen Avon Trunk Sewer Phase 1 JCSO P.N. C195064 Riverside, CA Weka Foreman: Dave Totta Weka Project Manager: Mark Sisemore	Jurupa Community Serv Dist 11201 Harrel Street Mira Loma, CA 91752 Enayati Khugyani Senior Engineer ekhugyani@jcsd.us (951) 685-7434 x510	Albert A. Webb Associates 3788 McCray St Riverside, CA 92506 Simling Zhang simling-zhang@webbassociates.com 951-686-1070	\$2,765,909.00	\$11,116.00 Unmarked utilities, cut and remove casing, additional potholing, fence repair, install concrete weirs, change of material, dig out bore & receiving pits, extend bore	\$ 2,777,019.00	Install approx. 3,600 lf 8" through 12" sewer main, jack & bore 24" steel casing underneath caltrans 60 freeway over-pass, street pavement restoration, and by-passing	12/19/2020	250 calendar days 6/30/2020-12/18/2020	N/A

WEKA, INC.  
PROJECT LIST

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
222	Project No. 2014-03 Hargrave at Ramsey Intersection Improvements Banning, CA Weka Foreman: Les Redwick Weka Project Manager: Neil Kaufman	City of Banning Public Works Department 99 East Ramsey St Banning, CA 92220 Patrick Safar Associate Engineer psafar@banningca.gov 951-922-3105	City of Banning Public Works Department 99 East Ramsey St Banning, CA 92220 Patrick Safar Associate Engineer psafar@banningca.gov 951-922-3105	\$3,745,435.00	\$27038 Less conduit	\$ 3,735,435.00	Install approx. 2,349 8" DIP, 1,477 12" DIP, 6 Street light hamhole, 70 ft PVC risers at Poles, 2- Single Phase Transformer pad, 1- Intercepting vaults	12/4/2020	120 working days 4/20/20-2/23/21	N/A
221	Kirk Extension Fallbrook, CA Weka Foreman: David Tosta Weka Project Manager: Mark Sisemore	Mark Kirk 349 Alvarado St Fallbrook, CA 92028 Mark Kirk 760-805-4619 mark@markkirk.com	Mark Kirk 349 Alvarado St Fallbrook, CA 92028 Mark Kirk 760-805-4619 mark@markkirk.com	\$379,223.00	\$ (30,217.00)	\$ 349,006.00	Install approx 2,293 lf of 8" SDR35 Sewer, 11- 48" Manholes with coating, 16 laterals, 60 yd of jkiprap	2/24/2020	1/9/2020 - 2/24/2020	N/A
220	2018/2019 CDBG Street and Storm Drain Improvements Phase 2 Weka Foreman: Aurelio Virmones Weka Project Manager: Mark Sisemore	City of Riverside 3750 University Ave Riverside, CA 92501 Steven Howard showard@riversideca.gov (951)826-5341	City of Riverside 3750 University Ave Riverside, CA 92501 Steven Howard showard@riversideca.gov (951)826-5341	\$1,298,617.00	\$ -	\$ 1,298,617.00	Street Maintenance, concrete sidewalk, stormdrain improvements	8/11/2020	75 working days 5/6/20-8/11/2020	N/A
219	Mission Springs Water District Well 27 and 31 Drywells Desert Hot Springs, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Mission Springs Water District 66575 Second Street Desert Hot Springs, CA 92248 Theresa Murphy Eng. Tech tmurphy@mswd.org 760-329-6448	Wallace & Associates David Valenzuela Project Engineer david@wallace-cm.com (951) 473-4659	\$239,891.00	\$2,2521.00 Install gooseneck fitting at discharge, install two production meters	\$ 252,412.00	Construct drywells, storm drains, and associated well and site improvements: approx 403 lf 12" HDPE dual wall pipe, 7 48" dia dry wall, replace 195 sf of ungrouted Rip Rap	9/1/2020	90 consecutive days 5/1/2020-9/1/2020	N/A
218	39th Street Storm Drain Replacement San Bernardino, CA Weka Foreman: Trent Himle Weka Project Manager: Mark Sisemore	County of San Bernardino Public Works Carlos Seanez 909-387-7945 seanez@dpw.sbcounty.gov	County of San Bernardino Public Works Carlos Seanez 909-387-7945 seanez@dpw.sbcounty.gov	\$418,998.00	\$19,200.00 additional curb & gutter	\$ 438,198.00	Remove existing drainage system. Constructing 5'w x 1'ht RCB, concrete Parkway Culvert, catch Basin Change order: Additional curb & gutter	7/9/2020	50 working days 4/29/2020-7/9/2020	N/A
217	Track 3333 Ph 2 Symerton/Yanan Main Replacement Apple Valley, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Liberty Utilities (Apple Valley Ranchos Water) Corp 21760 Ottawa Rd. Apple Valley, CA 92308 Emily Fontno Engineering Technician 3 760-240-8326 emily.fontno@libertyutilities.com	Liberty Utilities (Apple Valley Ranchos Water) Corp 21760 Ottawa Rd. Apple Valley, CA 92308 Emily Fontno Engineering Technician 3 760-240-8326 emily.fontno@libertyutilities.com	\$492,228.00	\$158,26,000 Additional 6" pipe and fire hydrant runs requested by district	\$ 650,488.00	Install approx 6,000 lf of 6" & 8" PVC pipe and appurtenances.	1/8/2020	1/8/2020-4/21/2020	N/A
215	Scheure Well Supply Main Replacement Project San Bernardino, CA Weka Foreman: David Tosta Weka Project Manager: Mark Sisemore	City of Riverside Public Utilities Dept. Water Engineering Division 3750 University Ave Riverside, CA 92501 John Farley jfarley@riversideca.gov (951)826-5705	City of Riverside Public Utilities Dept. Water Engineering Division 3750 University Ave Riverside, CA 92501 John Farley jfarley@riversideca.gov (951)826-5705	\$524,938.00	\$7902.00 City instructed additional removals	\$ 534,158.00	Install approx. 1,314 lf of 24" mortar lined & coated steel pipe and appurtenances.	2/27/2020	100 calendar days 2/27/2020-9/24/2020	N/A



**WEKA, INC.**  
**PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
213	Meadow Reservoir No. 1 and Lower Meadowbrook Pump Station Demolition Lake Elsinore, CA Weka Foreman: Lance Kendall Weka Project Manager: Neil Kaufman	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Tech Ron Brees (951) 674-3146 x8348 rbrees@evmwd.net	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Engineering Tech Ron Brees (951) 674-3146 x8348 rbrees@evmwd.net	\$460,778.00	\$ -	\$ 460,778.00	Demolition of SCADA Tower and equipment r. Replacement of electrical conduit at Meadowbrook 2 Pump Station and miscellaneous site work	3/3/2020	180 calendar days 2/21/2020-6/5/2020	N/A
212	Single Check Backflow Device Replacement Phase 1B Lake Elsinore, Wildomar, & Murietta, CA Weka Foreman: Aurelio Vramontes Weka Project Manager: Mark Sisemore	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Andrea Kraft Engineer Project Coordinator akraft@evmwd.net (951) 674-3146 x8312	Dudek 605 Third Street Encinitas, CA 92024 760-942-5147	\$326,007.00	\$ -	\$ 326,007.00	Replacement of 9 existing vaulted belowground backflow devices with above ground double check backflow device	2/26/2020	120 calendar days 1/20/2020-3/30/2020	N/A
210	Summit at Rosena Tract 20214-5 (PA) Fontana, CA Weka Foreman: Aurelio Vramontes Weka Project Manager: Mark Sisemore	Lennar Homes 980 Montecito, Suite 302 Corona, CA 92879 Theron Gunter (951) 712-9218 theron.gunter@lennar.com	Moote Land Development Solutions 60 Corporate Park, Suite 100 Irvine, CA 92606 Colin Zavrnick 942-428-1400 czavrnick@moote.com	\$395,073.00	\$ 7,541.00	\$ 402,614.00	Approx 195 lf 24" RCP, 826 lf 18" RCP, 690 8" VCP, 1662 lf 6" VCP sewer laterals, 54 lf 4" VCP sewer laterals, 5- 48" sewer manholes, 10- 24 x 24 precast basins.	1/17/2020	11/18/2019-7/13/2021	N/A
209	Crestview Drive Storm Drain Improvement Project Norco, CA Weka Foreman: David Tosta Weka Project Manager: Mark Sisemore	City of Norco 2870 Clark Avenue Norco, CA 92860 Sam Nelson Deputy City Engineer/Director of Public Works 951-270-5677 smelson@ci.norco.ca.us	City of Norco 2870 Clark Avenue Norco, CA 92860 Chad Blais Deputy City Engineer/Director of Public Works 951-270-5678 cblais@ci.norco.ca.us	\$332,504.00	\$36,938.00 Extra paving & Utility conflict	\$ 369,442.00	Install approx. 1,000 lf of 42" and 32" RCP storm drain main and lateral pipes, manholes, catch basins, inlets and a graded channel. Removal and replacement of an existing storm drain culvert, installation of pipe and headwall.	7/22/2020	45 working days 11/7/2019-7/22/2020	N/A
205	Jurupa Hills Lift Station Jurupa Valley, CA Weka Foreman: David Tosta Weka Project Manager: Mark Sisemore	Rubidoux Community Service District 3590 Rubidoux Blvd. Jurupa Valley, CA 92509 Jeff Sims Asst. General Manager 951-684-7580 jims@rcsd.org	TKE Engineering 2305 Chicago Ave. Riverside, CA 92507 Terry Renner 951-680-0440 trenner@tkeengineering.com	\$535,033.00	\$15582.00 Additional pipe, electrical, and changes made to pump station	\$ 550,615.00	Abandon existing lift station and piping. Construct new lift station.	4/17/2020	180 calendar days 2/3/2020-4/17/2020	N/A
204	Sewer Improvements for Tract 28967-Phase 1, & Phase 2 Riverside, CA Weka Foreman: Dave Tosta Weka Project Manager: Mark Sisemore	Friends of Riverside Airport LLC 8175 Limonite Ave, Suite E Jurupa Valley, CA 92509 Robert Beers Project Manager (951) 360-2070 rmbeers777@hotmail.com	Adkan Engineers 6879 Airport Drive Riverside, CA 92504 Mikch Adkinson (951) 688-0241 madkison@adkan.com	\$294,438.00	\$55,318.00 Adjusting manhole and repairs to existing line	\$ 349,756.00	Install approx. 2406lf of 8" PVC Sewermain, 63 4" PVC laterals with CO, 16 48" manholes, Sewer lift station, 1,133 4" C900 PVC forcemain and all appurtenances.	9/6/2020	7/8/2020 - 9/6/2020	N/A
202	Warren Well 4R - Well Equipping & Early Procurement San Bernardino, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	GWSM Development, LLC 901 Via Piemonte, Suite 175 Ontario, CA 91764 cc: Hillwood 2855 Michal Dr., Suite 180 Irvine, CA 92606 Christine Buckle 909-256-5902 christine.buckle@hillwood.com	Michael Baker International 3536 Concourse, Suite 100 Ontario, CA 91764 Aaron Singer Field Engineer (909) 974-4969 aaron.singer@mbakerintl.com	\$1,569,226.00	\$42,068.00 Potholing & Well replacement	\$ 1,700,629.00	Equipping or one groundwater extraction well, Warren 4R, and the installation of discharge pipeline improvements.	5/20/2020	7/16/2020 - 5/20/2020	N/A

**WEKA, INC.  
PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
200	Potable and Recycled Water & Private Improvements for Tract 28967-Phase 1, & Phase 2 Riverside, CA Weka Foreman: Dave Tosta Weka Project Manager: Mark Sisemore	Friends of Riverside Airport LLC 8175 Limonite Ave, Suite E Jurupa Valley, CA 92509 Robert Beers Project Manager (951) 360-2070 rmbears777@hotmail.com	Adrian Engineers 6879 Airport Drive Riverside, CA 92504 Mitch Adkinson (951) 688-0241 madkinson@adkan.com	\$657,093.00	\$8,700.00 Changes to sewer crossing on the water	\$ 665,793.00	Installing onsite approx 2700lf of 8" and 16" DIP potable and 1700lf of 16" recycled water main with appurtenances through tract to connect to existing.	2/25/2020	9/11/2019 to 2/25/2020	N/A
199	Tract 3626 Symoron and Anah Water Main Replacement Job No. 41183003 Apple Valley, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Liberty Utilities (Apple Valley Ranchos Water) Corp. P.O. Box 7005 21760 Ottawa Rd Apple Valley, CA 92308-7005 Mike Lent (760) 240-8317 michael.lent@libertyutilities.com	Liberty Utilities (Apple Valley Ranchos Water) Corp. P.O. Box 7005 21760 Ottawa Rd Apple Valley, CA 92308-7005 Mike Lent (760) 240-8317 michael.lent@libertyutilities.com	\$466,124.00	\$89,608.00 Additional patholing, relocate 8" sewer, install 1" services, removal of 4" & 8" waterline, utility conflict	\$555,732	Install approx. 730lf of 16" PC350 DIP, 35lf of 12" PC350 DIP, 2,602lf of 8" C900 PC305 DR14 PVC, 86lf of 6" C900 PC305 DR14 PVC, 4" air & vac station and all appurtenances.	Start date 6/24/19 11/14/19	40 working days 6/24/2019-9/6/2019 11/14/2019-11/15/2019	N/A
198	#2622 Valley & Cactus Valley Blvd. between Spruce & Cactus Fontana, CA Weka Foreman: Trent Himle Weka Project Manager: Mark Sisemore	Fullmer Construction 1725 S. Grove Ave Ontario, CA 91761 Kevin Gill kgill@fullmerco.com (909) 947-9467	Thienes Engineering, Inc 14349 Firestone Blvd. La Mirada, CA 90638 (714) 321-4811	\$323,989.00	\$295,395.00 Additional pavement, mill & overlay per city & county	\$353,528	Install approx. 1321lf of 12" DIP and all appurtenances.	12/10/2019	149 calendar days 8/12/2019-12/10/2019	N/A
196	Fontana Summit at Toscana Sanitary Sewer Improvements Fontana, CA Weka Foreman: Trent Himle Weka Project Manager: Mark Sisemore	Lennar Homes 980 Montecito, Suite 302 Corona, CA 92879 Craig Moraes (951) 722-9218 craig.moraes@lennar.com	Allard Engineering 16866 Seville Ave Fontana, CA 92335 Ray Allard (909) 356-1815 rallard@allardeng.com & K&A Engineering, Inc 357 N. Sheridan St Corona, CA 92880 Amir Fallah (951) 279-1800 amirf@kaengineering.com	\$412,235.00	\$ 626,880.00	\$ 1,039,115.00	Install approx 3,073lf of 8" extra strength VCP Sewer Mainline, 10 48" precast concrete sewer manhole, 2 48" precast concrete break-in sewer manhole, 1 50" precast concrete break-in sewer manhole and all appurtenances.	8/21/2020	40 working days 2/4/2019-5/31/2019 9/6/2019-9/25/20 4/10/2020-4/15/2020 6/15/2020-6/19/2020 7/21/2020-8/21/2020	N/A
195	El Rivino Road and Agua Mansa Road, Storm Drain Improvements Project Rialto, CA Weka Foreman: Aurelio Viamontes Weka Project Manager: Neil Kaufman	City of Rialto 290 W. Rialto Ave Rialto, CA 92376 951-332-6464 Developer Panattoni Development Co., Inc 20411 SW Birch St., /ste 200 Newport Beach, CA 92660 Mark Lewis 949-296-2967 mlewis@panattoni.com	City of Rialto 290 W. Rialto Ave Rialto, CA 92376 Steve R. Loriso R.C.E. sloriso@jurupavalley.org 951-332-6464 x233	\$2,276,461.00	\$477,479.00 Additional AC due to County wanting it thicker and wider	\$ 2,753,940.00	Install approx 200 lf 24" R.C.P., 70 lf of 30" R.C.P., 1808 lf 48" R.C.P., 2,500 lf 54" R.C.P. and appurtenances.	1/25/2020	180 working days 5/13/2019 to 1/25/2020	N/A
193	Regional Agricultural Pipeline Lake Elsinore, CA Weka Foreman: Lauro Hernandez Weka Project Manager: Mark Sisemore	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Andrea Kraft Engineer Project Coordinator akraft@evmwd.net (951) 674-3146 x8312	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Russell J. Bergoltz 951-674-3146	\$1,038,549.00	\$ (9,168.00)	\$ 1,029,381.00	Install approx 630 lf of 36" C905 PVC waterline, new manholes, & new diversion structure.	9/4/2019	120 calendar days 3/11/2019-9/4/2019	N/A

**WEKA, INC.  
PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
192	Single Check Backflow Device Replacement Phase I Lake Elsinore, Wildomar, & Murrieta, CA Weka Foreman: Jeff Wyatt Weka Project Manager: Mark Sisemore	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Engineer Project Coordinator akraft@evmwd.net (951) 674-3146 x8312	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Larry Rein PE ID lrein@evmwd.net 951-674-3146 x8320	\$427,772.00	\$25,452.00 Potholes, 4" Tee, Repair ABS grease drain pipe, modified backflow device, reconnect 4" cosemic waterline, weld flange, install tee & gate valve	\$ 453,224.00	Remove existing single check backflow devices within vaults and replacing them with above ground double check backflow devices at 12 locations.	6/28/2019	160 calendar days 1/28/2019-6/28/2019	N/A
191	Ave 64 Sewer Lateral Thermal, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Torres Martinez Desert Cahuilla Indians PO Box 1160 Thermal, CA 92274 Laura Espinoza 760-397-0300	Indian Health services 1320 W. Valley Parkway, #309 Escondido, CA 92029 Julia Majkrak julia.majkrak@ihs.gov 760-735-6887	\$546,335.00	\$23,388.00 Increase manhole to 60", additional sewer connection & sewer line	\$ 569,723.00	Install approx 2680 lf of 8" SDR 26 PVC 990 4" SDR 35 PVC, 8 Manholes and appurtenances.	6/5/2019	190 calendar days 2/19/2019-6/5/2019	N/A
190	Installation of Sewer Lateral in the City of Canyon Lakes, APN 355-171-013 Canyon Lakes, CA Weka Foreman: Trent Himle Weka Project Manager: Neil Kaufman	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Andrea Kraft Engineer Project Coordinator rbrees@evmwd.net (951) 674-3146 x8348	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Andrea Kraft Engineer Project Coordinator rbrees@evmwd.net (951) 674-3146 x8348	\$27,648.00	\$ -	\$ 27,648.00	Install 60 lf of 4" Sewer lateral off 10"	10/25/2018	10 calendar days 10/15/2018-10/25/2018	N/A
189	Rancho La Quinta Golf course Connection Project La Quinta, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Coachella Valley Water District P.O. Box 1058 Coachella, CA 92236 Brian Fogg Project Manager bfogg@cwvd.org (760) 398-2651	Krieger & Stewart 3602 University Ave Riverside, CA 92501 Shisan Saric ssaric@kriegerandstewart.com (951) 684-6900	\$426,898.00	\$ (7,227.00)	\$ 419,671.00	Install approx 475 lf of 8" PVC C900 (DR18) and appurtenances.	3/15/2019	90 calendar days 1/7/2019-3/15/2019	N/A
188	Chino 2 Desalter Chino, CA Weka Foreman: Trent Himle Weka Project Manager: Mark Sisemore	Jurupa Community Serv Dist 11201 Harrel Street Mira Loma, CA 91752 Keith Backus kbackus@jcsd.us (951) 685-7434 x135	Jurupa Community Serv Dist 11201 Harrel Street Mira Loma, CA 91752 Eddie Bhee Ebhoe@jcsd.us (951) 685-7434	\$56,998.00	\$ -	\$ 56,998.00	Approx 156 lf of 12" C905 PVC	12/31/2018	10 calendar days	N/A
187	GW5- Rice-Thorne Blow-off Pipeline Replacement San Bernardino, CA Weka Foreman: Trent Himle Weka Project Manager: Mark Sisemore	GSW #4 Development, LLC 901 Via Piemonte, Suite 175 Ontario, CA 91764 John M. Magness (909) 382-0033	Michael Baker International 3536 Concours, Suite 100, Ontario, CA 91764 (951) 676-6042 Pat Hanfly phanfly@mbackerintl.com (909) 974-4971	\$480,059.00	\$19,201.00 Tie-in adjustment, additional abandonment	\$ 499,260.00	Install approx 1755 lf of 24" CML&C and appurtenances.	1/18/2019	125 calendar days	N/A
186	Brine Disposal Pipeline Project Reach 1 (2007-006) Project No. 17-005 Beaumont, CA Weka Foreman: Lee Bredwick Weka Project Manager: Neil Kaufman	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Aftab Hussain Public Works and Utility Manager ahussain@ccl.beaumont.ca.us (951) 769-8520	Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506 Brad Sackett Senior Engineer brad.sackett@webbassociates.com (951) 686-1070	\$10,869,324.00	\$765,317 Additional 6,000lf of pipe and additional overlay	\$ 11,634,640.00	Install approx 60,000 lf 12" HDPE and appurtenances, Jack & bore, pavement repairs	4/23/2020	480 calendar days 11/9/2018 - 4/23/2020	N/A

**WEKA, INC.  
PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
185	County Water Company of Riverside- Final Water System Improvements Riverside, CA Weka Foreman: Jeff Wyatt Weka Project Manager: Neil Kaufman	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Engineer Project Coordinator akraft@evmwd.net (951) 674-3146 x8312	Vall Cooper & Associates, Inc 1935 Chicago Ave, Unit A Riverside, CA 92507 Jennifer Saldívar Construction Manager jennifer.saldivar@valcooper.com (951) 788-6028 x307	\$265,093.00	Modified bore pits due to differing field condition, disconnect highline, added blind flange, repair & realigned pipe upstream from our project	\$ 287,638.00	Installation of approx 140 lf of 10" HDPE via Horizontal Direction Drilling method, abandonment of 3,600 lf of existing 8" CM&C, connection to existing 8" CM&C, air release/vacuum valve assemblies, removal of existing 12" HDPE highline on Bundy Canyon Rd and its appurtenances	12/20/2018	60 calendar days	N/A
184	Magnolia Ave. Techlite Pipe and Pressure Reducing Station Replacement Project Riverside, CA Weka Foreman: Aurelio Viramontes Weka Project Manager: Neil Kaufman	City of Riverside Public Utilities Dept. Water Engineering Division 3750 University Ave Riverside, CA 92501 John Farley jfarley@riversideca.gov (951) 826-5705	City of Riverside Public Utilities Dept. Water Engineering Division 3750 University Ave Riverside, CA 92501 Simon Lee slee@riversideca.gov (951) 826-5757	\$5,939,308.00	Utility conflicts, deleted bid items, internal rounding correction	\$ 5,913,454.00	Install approx. 5,700 lf of 42" CM&C Steel Pipe, 2,900 lf of 12" DIP, a buried pressure reducing station consisting of two 12" PRVs and on 10" PRV, a buried metering vault, permanent trench resurfacing and related striping and painting, all in a major shopping and commercial traffic corridor, and appurtenances. Project required Weka to pass out notice to inform residents of construction and lane closures.	6/25/2019	250 calendar days	N/A
183	Third Street Storm Drain Stage 2 CIP Project No. 4296 Lake Elsinore, CA Weka Foreman: Les Bredwick Weka Project Manager: Neil Kaufman	City of Lake Elsinore 130 S. Main St Lake Elsinore, CA 92530 Farid Dost Sr. Civil Engineer fdost@lake-elsinore.org (951) 674-3124 x246	City of Lake Elsinore 130 S. Main St Lake Elsinore, CA 92530 Farid Dost Sr. Civil Engineer fdost@lake-elsinore.org (951) 674-3124 x246	\$4,066,515.00	\$ 16,819.00	\$ 4,083,334.00	Install approx 3,000 lf of 18" - 96" RCP, RCB with various sizes and transitions, Pre-cast and cast-in-place installations, manholes, laterals, catch basins, stub outs for future connections, Tunneling under I-15 Freeway for 430 lf, 1/4 ton RHP RAP, 19 lf of 12" steel sleeve and all appurtenants.	3/15/2019	100 working days	N/A
181	2017 CIP Water Pipeline Replacement Project No. 71280 Redlands, CA Weka Foreman: Lauro Hernandez Weka Project Manager: Mark Sisemore	City of Redlands Municipal Utilities 35 Cajon St, Suite 4 Redlands, CA 92373 Jason Montgomery Senior Civil Engineer jmontgomery@cityofredlands.org (951) 798-7584 x5	City of Redlands Municipal Utilities 35 Cajon St, Suite 4 Redlands, CA 92373 Jason Montgomery Senior Civil Engineer (909) 798-7584 x5	\$3,778,786.00	\$156,132.97 Conflict with 18" clay line, tie-in, leak, conflict with sewer lateral	\$ 4,034,765.97	Install approx. 110 lf of 6" DIP, 24,845 lf of 8" DIP, 175 lf of 12" DIP, 118 6"-12" gate valves, 55 fire hydrants, 11 fire hydrants with check valve, 452 1" services, 12 2" services. Project required to notify residents when construction was going to take place.	11/2/2018	184 calendar days	N/A
180	Yucaipa Blvd Sewer - Hampton Road to 18th St. Yucaipa, CA Weka Foreman: Lauro Hernandez Weka Project Manager: Mark Sisemore	Yucaipa Valley Water District 312770 Second Street Yucaipa, CA 92399 (909) 797-5118	Krieger & Stewart, Inc 3602 University Ave Riverside, CA 92501 (951) 684-6900	\$526,193.00	\$73,170.00 Extend sewer pipeline, add four sewer laterals, additional work due to other city projects	\$ 599,363.00	Approx 2,550 lf of 8" VCP Sewer Pipe, including manholes, laterals, and appurtenances.	3/27/2019	60 calendar days	N/A
179	ET-01.1601 Zone Dryden St. Water Main Elsinore Valley, CA Weka Foreman: Jeff Wyatt Weka Project Manager: Neil Kaufman	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Engineer Project Coordinator akraft@evmwd.net (951) 674-3146 x8312	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Kraft Engineer Project Coordinator akraft@evmwd.net (951) 674-3146 x8312	\$216,935.00	\$ (6,634.00)	\$ 210,301.00	Install approx 746 lf 8" C-900 class 235 water main, resilient wedge gate valves, fire hydrant/blow off assemblies, air/vac assembly, AC grind and overlay	6/1/2018	60 calendar days	N/A

**WEKA, INC.  
PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
178	Cancelled CWC- EYMWD									
177	Linden Booster Station 12" Valve Replacement Project (Emergency Work) Spec No. 957 Riverside, CA Weka Foreman: Lou Mejia Weka Project Manager: Neil Kaufman	City of Riverside c/o Riverside Public Utilities 3750 University Ave, 3rd Floor, Riverside, CA 92501 John Farley (951) 826-5705	City of Riverside Public Utilities Department Water Division 3750 University Ave, 3rd Floor, Riverside, CA 92501 Simon Lee (951) 826-5858	\$53,695.00	\$ (3,531.00)	\$ 50,164.00	Replace the existing 12" butterfly valve at the Linden Booster Pump Station suction pipeline (suction Valve #3) with a new 12" gate valve.	2/2/2018	6 calendar days	N/A
176	San Joaquin Drive West Sewer Relocation (Spec 75875) Canyon Lakes, CA Weka Foreman: Aurelio Vramontes Weka Project Manager: Neil Kaufman	Elshore Valley/Municipal Water District 31315 Chaney Street Lake Elsinore, CA 92530 Larry Hein (951) 674-3146	Krieger & Stewart 3602 University Ave Riverside, CA 92501 Sinisa Saric (951) 684-6900	\$550,289.00	\$ 24,488.00	\$ 574,777.00	Install approx. 250 lf of 8" PVC sewer, pipe jacking 119 lf of steel casing, 4 new sewer manholes, modification of an existing sewer manhole and connection of the existing sewer lateral to the new sewer, approx 239 lf of 6" PVC sewer lateral, as well as temporary sewer bypass and abandoning of the existing sewer.	5/25/2018	120 calendar days	N/A
175	36th Street 8" Water Main Replacement Project from Daly Avenue to Crestmore Road Weka Foreman: Trent Himle Weka Project Manager: Mark Sisemore	Rubidoux Community Services P.O. Box 3098 Jurupa Valley, CA 92519 Paul Moreno (951) 884-7580	TKE Engineering Chicago Avenue CA 92507 Brad Enscoe (951) 680-0440	\$341,339.00	\$ (7,070.00)	\$ 334,269.00	Install approx. 866 lf 8" & 24 lf of C900 Polyvinyl Chloride Waterline, DR 14 and DI fittings, 5 8" gate valve and valve box, and appurtenances	3/27/2018	90 calendar days	N/A
174	Highway 395 24-inch Pipeline Replacement Job No. 3052 Weka Foreman: Lauro Hernandez Weka Project Manager: Neil Kaufman	Fallbrook Public Utility District 990 East Mission Road, Fallbrook, CA 92088-2290 Joye Johnson (760) 728-1125	Fallbrook Public Utility District 990 East Mission Road, Fallbrook, CA 92088-2290 Jack Bebee (760) 728-1125	\$460,727.00	\$ *	\$ 460,727.00	Install approx 475 lf of 24" C.M.L.&C. pressurized potable water pipe, one 6" gate valve for a blow off, one 24" gate valve for an isolation valve, and one 4" airvac, and appurtenances	7/31/2018	240 calendar days	N/A
173	Mockingbird Canyon Pump Station Meter Vault Replacement RPU-7517 Weka Foreman: Jeff Wyatt Weka Project Manager: Neil Kaufman	City of Riverside Department of Public Utilities 3750 University Ave. 3rd Floor, Riverside, CA 92501 Tamrat Seyoum (951) 826-5672	City of Riverside Department of Public Utilities 3750 University Ave. 3rd Floor, Riverside, CA 92501 Simon Lee (951) 826-5757	\$98,712.00	\$ 5,575.00	\$ 104,287.00	Remove an existing 3.5-ft manhole and replace it with a (81" x 8'W x 11'D) square vault with hydraulically assisted vault lid and the relocation of the existing SCADA data transmitter and conduits to the new vault, relocate water sampling station, removal & replacement of 3 traffic bollards.	4/14/2018	80 calendar days	N/A
172	Regional Uft Station Task Order No. 185003 Superintendent: Trent Himle	Jurupa Community Services District 11201 Harrel Street Mira Loma, CA 91752 Keith Backus (951) 685-7434	Jurupa Community Services District 11201 Harrel Street Mira Loma, CA 91752 Keith Backus (951) 685-7434	\$42,991.00	\$ 4,400.00	\$ 47,391.00	Install 4 manholes, remove external drop and install internal drop on the manhole, repair/relocate existing water service hose bib.	1/22/2018	N/A	N/A
171	Archibald Ave. and Eucalyptus Ave. Storm Drain Improvements Tract 18400 Weka Foreman: Aurelio Vramontes Weka Project Manager: Neil Kaufman	City of Ontario 1425 S. Bon View Ave., Ontario, CA 91761 Tom O'Neill 909-395-2678 c/o KB Homes 36310 Inland Valley Dr. Wildomar, CA 92595 RJ Hernandez (951) 691-5236	Fascoe 2850 Inland Empire Blvd, Suite B Ontario, CA 91764 Steve Ellis (909) 581-0676	\$605,697.00	\$ 60,024.00	\$ 665,721.00	Install approx. 1,244 lf of 48" RCP, 170 lf of 36" RCP, 297 lf of 18" RCP and appurtenances	12/31/2018	30 work days	N/A

**WEKA, INC.  
PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
170	French Valley RW Pipeline Ph. 1 Riverside, County Weka Foreman: Jeff Wyatt Weka Project Manager: Mark Sismore	Eastern Municipal Water District 2270 Trumble Road Perris, CA 92570 Anthony Valencuela (951) 928-3777 x4451	Krieger & Stewart 3602 University Ave. Riverside, CA 92501 Sabrina Nies (951) 6846900	\$733,548.00	\$ 24,000.00	\$ 757,548.00	Install approx. 3,151 lf of 12" & 18" PVC (DR 14) recycled waterlines and appurtenances. Shut downs for connections.	5/16/2018	150 Calendar Days	NA
169	Eastvale Collection System Improvements Eastvale, Riverside County CA Weka Foreman: Los Bedwick Weka Project Manager: Neil Kaufman	Jurupa Community Serv Dist 11201 Harrel Street Mira Loma, CA Keith Backus 91752 (951) 685-7434	Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506 Sinnaro Yos, P.E. (951) 686-1070	\$764,017.00	\$ -	\$ 764,017.00	Installing manhole modifications and sluice gate construction (9 sluice gates at 5 main facilities); piping modifications for lift station quick connect bypass assembly.	7/31/2018	300 Calendar Days	N/A
168	California St and Lugonia Ave Storm Drain Repair Weka Foreman: Trent Himle Weka Project Manager: Mark Sismore	City of Redlands Municipal Utilities Risa Jones (909) 489-5789	City of Redlands Municipal Utilities Goutam Dohy (909) 798-7584 ext. 2	\$83,867.00	\$ -	\$ 83,867.00	Repair Storm Drain	4/6/2018	40 Calendar Days	NA
166	Pinch Valve Replacements Weka Foreman: Jeff Wyatt Weka Project Manager: Mark Sismore	Jurupa Community Services District 11201 Harrel Street Mira Loma, CA 91752 Keith Backus (951) 685-7434	Jurupa Community Services District 11201 Harrel Street Mira Loma, CA 91752 Keith Backus (951) 685-7434	\$11,901.00	\$ -	\$ 11,905.00	Replaces 19 4" Pinch Valves	1/25/2018	N/A	NA
164	Waterline Replacement Project in 63rd Street Between Smith Avenue and Dana Avenue Weka Foreman: Aurelio Viramontes Weka Project Manager: Mark Sismore	Santa Ana River Water Company 10530 54th Street Loma, CA 91752 Arnold Rodriguez (951) 685-6591	Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506 Sinnaro Yos, P.E. (951) 686-1070	\$126,710.00	\$ -	\$ 126,710.00	Constructing the replacement of a 12" watermain, connections and associated pipes, fittings and appurtenances, approx 732 lf of 12"	1/7/2018	30 Calendar Days	NA
163	Camino Sierra Road Pressure Zone Conversion (Project No. D1807) Weka Foreman: Aurelio Viramontes Project Manager: Neil Kaufman	Rancho California Water District 42135 Winchester Rd Temecula, CA 92587 Heath McMann (951) 296-6900	Michael Baker International 40810 Country Center Drive, Suite 200 (951) 676-8042	\$1,153,222.00	\$ 24,550.00	\$ 1,177,772.00	(1) above-grade pressure reducing station, including below-grade piping (4", 6", 8", 12"), above-grade piping (4", 6", 8"), fittings and appurtenances. Approx 4,089 lf of 12" PVC below-grade & approx 3,367 lf of 8" PVC below-grade.	7/31/2018	200 Calendar Days	N/A
162	Sky Country Trunk Sewer JCS D P.N., C133526 Jurupa, CA Weka Foreman: Aurelio Viramontes Project Manager: Mark Sismore	Jurupa Community Serv Dist 11201 Harrel Street Mira Loma, CA Keith Backus (951) 685-7434	Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506 (951) 686-1070	\$5,269,661.00	\$281,744	\$5,551,405	Install approx. 3489 lf 18" PVC, 575 lf 15" PVC, 1550 lf 12" PVC, 120 lf PVC SDR 26, Bypass & shut down for Connection.	12/13/2017	280 Calendar Days	NA
161	Mission Hills Pressure Zone Transmission Main and Sky Mountain Pressure Zone Transmission Main Coachella, CA Weka Foreman: Vince Davidson Project Manager: Mark Sismore	Coachella Valley Water District P.O. Box 1058 Coachella, CA 92236 Brian Fogg Project Manager bfgg@cvwd.org (760) 398- 2651 Luke Stowe Environmental Supervisor	Krieger & Stewart 3602 University Ave Riverside, CA 92501 Sinian Satic ssatic@kriegerandstewart.com (951) 684-6900	\$14,658,538.00	\$ (87,898.00)	\$ 14,570,640.00	Install approx 35,000 lf of 36" DIP Transmission main with appurtenances. Four 34" Bore & Jack crossing Rail Road Tracks and I-10 Freeway. Shut downs for connections.	1/4/2018	330 Calendar Days	NA

**WEKA, INC.**  
**PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
156	Inland Empire Brine Line Reach V Phase 1 Tasks 1, 2, 3, & 4 Corona, CA Weka Foreman: Vince Davidson Weka Project Manager: Neil Kaufman	Santa Ana Watershed Project Authority 11615 Sterling Avenue Riverside, CA 92503 David Ruhl Engineer Management druhl@sawpa.org 951-354-4223	Dudek 605 Third Street Encinitas, CA 92024 760-942-5147	\$15,529,461.00	\$ (1,654,461.00)	\$ 14,875,000.00	Install approx 5,000LF of 24" PVC, installation approx 23,000LF of CIPP, 19 Maintenance access structures, replacement of fittings & appurtenances, and temporary by passing of brine flows	12/13/2017	400 Calendar days	NA
155	4th Street Storm Drain Sequence 3B Ontario, CA Weka Foreman: Aurelio Vramontes Weka Project Manager: Mark Sisemore	Vineyard Industrial I c/o Olmans Construction 10005 Mission Mill Rd. Whitler, CA 90608 Dan Wozniak 562-948-4242	Michael Baker Intl 14725 Alton Pkwy Irvine, CA 92618 949-472-3505	\$4,149,249.00	\$ 228,273.00	\$ 4,377,522.00	Install approx 216 LF of storm Drain Inlet, 121 LF of 84" RCP, 1471 LF of 86" RCP, 803 LF of 102", 110 LF of Jack & Bore, and appurtenances.	8/29/2017	120 working days	NA
154	Euclid Avenue Irrigation Pump Station and Recycled Water Improvements Ontario, CA Weka Foreman: Jeff Wyatt Weka Project Manager: Mark Sisemore	City of Ontario 1425 S. Bon View Ave., Ontario, CA 91761 Tom O'Neill 909-395-2678	Michael Baker Intl 14725 Alton Pkwy Irvine, CA 92618 949-472-3505	\$522,950.00	\$ 79,039.00	\$ 601,989.00	Installation of a new recycled water pump station, PVC, Appurtenances	12/19/2017	150 Calendar Days	NA
153	Benton Street Storm Drain Loma Linda, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	City of Loma Linda Dept. of Public Works 25541 Barton Road Loma Linda, CA 92354 Eliazar Rubalcava Rci erubalcava@lomalinda-ca.gov (909) 799-4400	City of Loma Linda Dept. of Public Works 25541 Barton Road Loma Linda, CA 92355 (909) 799-4400	\$535,143.00	\$ 11,912.00	\$ 535,145.00	Jack and Bore 54" Steel Casing 834 Linear Feet of 48" RCP	10/31/2016	30 Working Days	NA
150	Wells Spring Street Jurupa, CA Weka Foreman: Lauro Hernandez Weka Project Manager: Mark Sisemore	Jurupa Community Serv Dist 11201 Harrel Street Mira Loma, CA 91752 Keith Backus (951) 685-7434	Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506 (951) 686-1070	\$438,409.00	\$0	\$438,409	Furnishing & installing, testing & making operational the sewer main repair, sewer lateral replacement, water service replacement and street improvements, all connections, appurtenances.	8/31/2016	45 CAL Days	NA
149	Milliken/Hammer Storm Drain Improvements Ontario, CA Weka Foreman: Lauro Hernandez Weka Project Manager: Mark Sisemore	Tarpan Property c/o Goodman 18201 Von Karman Ave, Suite 1170, Irvine CA 92612 John Carter (949) 407-0146	StanTex Consulting, Inc 3105 East Guasti Rd Ontario, CA 91761 Kevin Brandt Senior Project Manager (949) 923-6211	\$784,628.00	\$281,404	\$1,066,032	Install approx. 1579 LF 54" RCP, 703 LF 48" RCP, 126 LF 36" RCP, 71 LF 18" RCP and appurtenances	6/10/2016	120 calendar days	NA
148	Ridge One - I-10 Development Fontana, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	Fullmer Construction 1725 S. Grove Ave Ontario, CA 91761 Josh Root jroot@fullmerco.com (909) 947-9467	Hult - Zellers 3590 Concourse #330 Ontario, CA 91761 (909) 942-7799	\$586,042.00	\$0	\$586,042	Install approx 1500 LF 8" Sewer and street improvements	10/30/2016	120 calendar days	NA
146	Illinois Street Pipeline Project Lake Elsinore Weka Foreman: Aurelio Vramontes Weka Project Manager: Mark Sisemore	Elsinore Valley Municipal Water District 31315 Cheney Street Lake Elsinore, CA 92530 Darla Yegorova Project Engineer dyegorova@leccongroup.com (951) 674-3146	RBF Consulting 40810 County Center Dr, #100 Temecula, CA 92591 (951) 676-8042	\$894,998.00	\$ 74,739.00	\$ 973,737.00	Install approx. 4,500 linear feet of 8-inch PVC potable water line, jack and bore pipeline, and related work, potholes and appurtenances	3/16/2017	150 Calendar Days	NA
145	Inland Empire Brine Line Reach V Phase 2 Corona, CA Weka Foreman: Aurelio Vramontes Weka Project Manager: Mark Sisemore	Santa Ana Watershed Project Authority 11615 Sterling Avenue Riverside, CA 92503 David Ruhl (951) 354-4223 druhl@sawpa.org	Dudek 605 Third Street Encinitas, CA 92024 (760) 942-5147 jsheldel@dudek.com	\$1,880,262.00	\$ -	\$ 1,880,262.00	Install approx 5,100 LF of 32" IPS HDPE, 4 maintenance access structures, & associated fittings & appurtenances. Bypassing for connections.	9/16/2016	180 Calendar Days	N/A

**WEKA, INC.  
PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
140	Citawba Ave Storm Drain Fontana, CA Weka Foreman: Vince Davidson Weka Project Manager: Mark Sisemore	City of Fontana c/o Ridge Development Co. 2211 Midhelson Dr., Irvine, CA 92612 (949) 751-5718 Rick April (909) 350-6632	Thienes Engineering 14349 Firstone Blvd La Mirada, CA 90638 (714) 521- 4811	\$2,187,058.00	\$ 129,686.00	\$ 2,316,744.00	Install approx 5,074 feet of Sanitary Sewer and Storm Drain Improvements	11/30/2016	60 Working Days	N/A
139	Meredith Office 2A Ontario, CA Weka Foreman: Aurelio Viramontes Weka Project Manager: Mark Sisemore	Vineyard Industrial 18802 Barden Ave Irvine, CA 92612 c/o Sares-Regis Group (949) 756- 5959	RBE Consulting 14728 Alton PKWY Irvine, CA 90710 (800) 479- 3808	\$1,264,535.00	\$0	\$ 1,264,535.00	Construction of 3515 feet of storm drain on Inland Empire Blvd. to include 84" and 72" storm drain associated laterals and CDS units and diversion manhole	6/30/2016	45 CAL DAYS	N/A
138	CC16-034 Del Rey Drive 8" Sewer Victorville, CA Weka Foreman: Aurelio Viramontes Weka Project Manager: Mark Sisemore	City of Victorville Civic Drive Victorville, CA 92392 (760) 955-5000	City of Victorville Civic Drive Victorville, CA 92392 (760) 955-5158	\$99,794.00	\$76,253	\$176,047	Abandon 1,500 LF 8" VCP sewer manholes; install 490 LF 8" sch 40 sewer main and manhole; install 100 LF 6" sch 40 sewer lateral; reconnect existing lateral to 8" VCP main	1/25/2016	Within 20 working days	N/A
137	15th Street Turnout Slide Gate Replacement Riverside, CA Weka Foreman: Aurelio Viramontes Weka Project Manager: Mark Sisemore	City of Riverside c/o Riverside Public Utilities 3750 University Ave, 3rd Floor Riverside, CA 92501 (951) 782-0330	Leonardo Ferrando, PE Riverside Public Utilities 3750 University Ave, 3rd Floor Riverside, CA 92501 (951) 782-0330	\$23,598.00	\$0	\$23,598	Remove old slide gate, furnish and install 56" x 53" Slide gate	12/3/2015	3 DAYS	N/A
136	NB-12.2 Interim Booster Station Yuccaipa, CA Weka Foreman: Lauro Hernandez Weka Project Manager: Mark Sisemore	Yuccaipa Valley Water District 312770 Second Street Yuccaipa, CA 92399 (909) 797-5118	Krieger & Stewart 3602 University Ave Riverside, CA 92501 Josh P MacPeak (951) 684-6900	\$317,772.00	\$0	\$317,772	One 300 gallons per minute Pre-Packaged Booster Station including onsite piping and electrical work. Approx 200 LF of 24", 20", and 12" piping	5/9/2016	120 cal days	N/A
134	Miscellaneous Recycled Pipeline Yuccaipa, CA Weka Foreman: Lauro Hernandez Weka Project Manager: Mark Sisemore	Yuccaipa Valley Water District 312770 Second Street Yuccaipa, CA 92399 Brent Anton (909) 797- 5118	Krieger & Stewart 3602 University Ave Riverside, CA 92501 Sintaa Satic (951) 684-6900	\$411,536.00	\$22,826	\$434,362	Install approx 688 LF of 8" 417LF of 6", 990LF of 4" cement mortar lined DIP, various laterals, valves, potholes, appurtenances, and connections	1/31/2016	75 cal days	N/A
133	Laverne Ave Flood Control Improvement - Phase 1 Bartstow, CA Weka Foreman/Project Manager: Dave Hinle	City of Bartstow 220 E. Mountain View St, Suite A Bartstow, CA 92311 (760) 256-1750	Merrell Johnson Companies 22221 Highway 18 Apple Valley, CA 92307 (760) 240-8000 James Merrill Consulting Contracts Manager james.merrell@merrelljohnson.com	\$1,567,919.00	\$0	\$1,567,919	Install 1,121 LF of 48" HDPE, 517 LF of 60" HDPE, 121LF of 18" HDPE, 60LF of 36" HDPE, 1645 RIP-RAP, 391F 24" HDPE Storm pipe, 5 Manholes, 932LF of 12" SDR-25 sewerline, 66LF 8" SDR-26 sewerline	3/46/2016	120 working days	N/A
132	Sewer Improvements - Inland Empire Blvd. OMUC Contract No. UT 1516-03 Ontario, CA Weka Foreman: Aurelio Viramontes Weka Project Manager: Mark Sisemore	City of Ontario 1425 S. Bon View Ave., Ontario, CA 91761 Tom O'Neill 909-395-2678	Albert A Webb Associates 3788 McCray Street Riverside, CA 92506 Shane Bloomfield (951) 686-1070	\$842,985.00	\$144,170	\$987,155	Install Approx 3681F 12" VCP sewer main with B-2 trench bedding, 12531F 15" VCP sewer main with B-2 trench bedding, 136 LF 4" Ductile Iron force main and lift station	9/30/2016	100 cal days	N/A
130	FPUD Recycled Water Extension-East Sub to Downing Construction Incorporated Downing/Weka Project Manager: Mark Sisemore	Fallbrook Public Utility District 990 East Mission Road, Fallbrook, CA 92088-2290 Brian Brady (760) 728-1125	Fallbrook Public Utility District 990 East Mission Road, Fallbrook, CA 92088-2290 Jack Richard Bebee Civil Engineer (760) 728-1125	\$200,000.00	\$0	\$200,000	Install 950 LF 12" Pipeline - Storm Drain	12/15/2015		N/A
129	Lenwood Recharge Basin Bypass Pipeline, Project No. 345 Weka Foreman/Project Manager: Dave Hinle	Mojave Water Agency 13846 Conference Center Dr. Apple Valley, CA 92307 Darrell Reynolds (760) 946-7023	Mojave Water Agency 22450 Headquarters Drive Apple Valley, CA 92307 Mike Limbaugh (760) 946- 7000	\$239,400.00	\$0	\$239,400	Install Approx 4401F of 16" C905 PVC, 128 24" CML & C Pipeline	9/14/2015	60 Consecutive Calendar days	N/A



**WEKA, INC.**  
**PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
128	Cemex Victorville Plant Weka Foreman: Aurelio Viamontes Weka Project Manager: Mark Sisemore	Cemex 16888 "E" Street, Victorville, CA 92394 Ivan Rosillo (760) 381-7656	Cemex 16888 "E" Street, Victorville, CA 92394 Ivan Rosillo (760) 381-7656	\$105,686.00	\$31,391	\$137,077	Sewer Line Repair 954" of 12" Sewer PVC SDR26	5/27/2015		N/A
125 & 126	Chino Potholing Weka Foreman: Trent Himle Weka Project Manager: Mark Sisemore	Stratham Investors 2201 Dupont Drive, Suite 300 Irvine, CA 92612 Pat Potts (949) 833-1554 x 2235	C&V Consulting, Inc Civil Engineering 27156 Burbank Foothill Ranch, CA 92610 Phil Malcomson (949) 916-3600 x 234	\$29,250.00	\$0	\$29,250	25 Potholes in various locations	10/31/2015		N/A
124	Potholes for Yucaipa Valley Water District Weka Foreman: Vince Davidson	Krieger & Stewart 3602 University Ave Riverside, CA 92501 (951) 684-6900	Krieger & Stewart 3602 University Ave Riverside, CA 92501 (951) 684-6900	\$23,850.00	\$0	\$23,850	27 Potholes	4/8/2015		N/A
121	Potholes for Coachella Valley Water District Weka Foreman: Vince Davidson	Krieger & Stewart 3602 University Ave Riverside, CA 92501 (951) 684-6900	Krieger & Stewart 3602 University Ave Riverside, CA 92501 (951) 684-6900	\$19,850.00	\$775	\$20,625	30 Potholes	3/4/2015		N/A
120	2014-0322 SARWC - Waterline Relocation on Umonite Ave, Troth St and Mariad St, Jurupa Valley Sub to Downing Construction Incorporated DC/Weka Project Manager: Mark Sisemore	Santa Ana River Water Company 10530 54th Street Mira Loma, CA 91752 Arnold Rodriguez (951) 685-6591	Albert A Webb Associates 3788 McCray Street Riverside, CA 92506 Mike Errante (951) 686-1070	\$429,154.00	\$0	\$429,154	Install aprox 200ft 12" and approx 900 ft 8" steel waterline with appurtenances	7/3/2015		N/A
119	Pyrite Creek Trunk Sewer Project - Phase 2B Sub to Downing Construction Incorporated DC/Weka Project Manager: Mark Sisemore	Jurupa Community Serv Dist 11201 Harrel Street Mira Loma, CA 91752 Kelly Strahl (951) 685-7434	Albert A Webb Associates 3788 McCray Street Riverside, CA 92506 Shining Zhang (951) 686-1070	\$4,055,368.00	\$0	\$4,055,368	Install approx 8,250 LF 8", 12", 24", and 30" Sewer main, approx 3,380 LF Sewer slip lining	2/2/2016	270 cal days	N/A
118	Tuscany Trunk Sewer Junction and Flow Control Structure Project No. 75871 Sub to Downing Construction Incorporated DC/Weka Project Manager: Mark Sisemore	Elaimore Valley Water District 31315 Chaney Street Lake Elsinore, CA 92531 William George Huffman (951) 674-3146	Krieger & Stewart 3602 University Ave Riverside, CA 92501 (951) 684-6900	\$286,763.00	\$0	\$286,763	Install Sewer Junction and Flow Control Structure	12/31/2015	210 cal days	N/A
117	AVRWC Tract 4492 Idaho, Symerton, Mondamon Weka Foreman: Aurelio Viamontes Weka Project Manager: Mark Sisemore	Apple Valley Ranchos Water Company 21760 Ottawa Rd Apple Valley, CA 92307 Michael Lent (760) 240-8317	Apple Valley Ranchos Water Company 3788 McCray Street Riverside, CA 92506 Gregory J. Willes (760) 247-6484	\$626,149.00	-\$11,224	\$614,925	Install 6500' of 6" and 8" PVC, 10 Hydrants, 80 Potholes and approximately 60 services	3/31/2015	60 cal days	N/A
116	Salt Creek Regional Sewer Winchester, CA Weka Foreman: Aurelio Viamontes and Vince Davidson Weka Project Manager: Mark Sisemore	Eastern Municipal Water Dist. P.O. Box 8300 Perris, CA 92572 Beatriz Pillow Construction Administrative/Field Engineer (951) 928-3777	Albert A Webb Associates 3788 McCray Street Riverside, CA 92506 Shining Zhang (951) 686-1070	\$4,082,849.00	\$270,710	\$4,353,559	Install approx 220LF 8" PVC, 60LF 10" PVC, 20LF 12" PVC, 2566LF 15" PVC SDR 26, 3671LF VCP, 3637LF 18" PVC PS115, 2601LF 21" PVC /21" VCP, 445LF 24" PVC PS115, 14 48" MH, 15 60" MH, 1 72" MH W/Epox, 67lf 24" steel Casing, 549lf 24" fusible pipe PVC, 931LF 21" VCP, 1670LF 21" PVC PS115; 10,000 lf 12" HDPE Dewater Line. (Dewatering)	10/2/2015	395 cal days	N/A
113	12" Extension-Berger Foundation Weka Foreman: Aurelio Viamontes Weka Project Manager: Mark Sisemore	The H.N. and Frances C. Berger Foundation Box 13390 Palm Desert, CA 92255 Doug Vance (760) 341-5293	The Altum Group 73-255 El Paseo Drive, Ste. 15 Palm Desert, CA 92660 James Bazua (760) 346-4750	\$100,722.00	\$3,682	\$104,404	Northstar Non-Potable Private Water Meter, 623 LF 12" DIP w/ field locks, 20 LF 8" PVC, 110 AC repair	12/5/2014		N/A

**WEKA, INC.  
PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
112	Wika & Kasota Rd-Apple Valley Weka Foreman: Aurelio Vramontes Weka Project Manager: Mark Sisemore	Apple Valley Ranchos Water 21760 Ottawa Road Apple Valley, CA 92307 Mike Lent 760-247-6485	Same as Owner	\$528,933.00	\$8,600	\$537,533	Install approx 1519 LF 12" PC350 DIP, 76 LF 8" PVC, 32 LF 6" PVC, 74 LF 4" PVC	1/31/2015	80 cal days	N/A
111	Thomas E. Levy Sub to Downing Construction, Inc.	Coachella Valley Water District P.O. Box 1058 Coachella, CA 92236 (760) 398-2651	GEL Consultants 101 N. Brand Blvd, Suite 1780 Glendale, CA 91203 Marc J Rozman (818) 552-6400	\$252,528.00	\$0	\$252,528.00	Construct 810 LF concrete lined Stormwater, 30 FT by 35 FT rip-rap, 2 - 180 LF 42" HDPE, and bank armoring approx. 1855 LF of pond embankment with soil cement.	1/31/2015		N/A
109	Tract 16335-San Clemente	Sage Associates, Inc 1301 Dove St, Suite 820 Newport Beach, CA 92660 (949) 724-9600	Same as Owner	\$7,275.00	\$0	\$7,279	Storm Sewer Repairs	11/30/2014		N/A
108	Tract 16570-San Clemente	Sage Associates, Inc 1301 Dove St, Suite 820 Newport Beach, CA 92660 (949) 724-9600	Same as Owner	\$32,095.00	\$0	\$32,095	Storm Sewer Repairs	11/30/2014		N/A
107	Premier Silica Rubidoux Plant Weka Foreman: Lairo Hernandez Weka Project Manager: Mark Sisemore	Premier Silica 5205 N. O'Connor Blvd. Suite 200W Irving, Texas 75039-3746 Beverly Dougherty (972) 969-5967	TKE Engineering 2305 Chicago Avenue Riverside, CA 92507 Terry Remmer (951) 680-0440	\$433,258.00	\$51,901	\$485,159	Approx. 2322 LF Shoring, 1829 LF 8" SDR Sewer, 251 LF 6" Sewer Lat., 130 LF 14" Steel Casing, 242 LF 1" WS	10/12/2015		N/A
102	The Lakes Country Club Sub to Downing Construction Weka Foreman: Vince Davidson Project Manager: Mark Sisemore	Coachella Valley Water District P.O. Box 1058 Coachella, CA 92236 (760) 398-2651	Same as Owner	\$1,136,443.00	\$0	\$1,136,443	Install approx 3900 LF 12" PVC C900 C905 DR25	11/30/2014		N/A
101	Desert Horizons Country Club Sub to Downing Construction Weka Foreman: Vince Davidson Project Manager: Mark Sisemore	Coachella Valley Water District P.O. Box 1058 Coachella, CA 92236 (760) 398-2651	Same as Owner	\$1,048,462.00	\$0	\$1,048,462	Install approx 960' 1 1/2" Conduit	11/30/2014		N/A
100	Palm Desert Country Club Sub to Downing Construction Weka Foreman: Vince Davidson Project Manager: Mark Sisemore	Coachella Valley Water District P.O. Box 1058 Coachella, CA 92236 (760) 398-2651	Same as Owner	\$573,385.00	\$0	\$573,385	Install approx 3500' 12" C900 C905 DR25	11/30/2014		N/A
99	Desert Willow Golf Resort Sub to Downing Construction Weka Foreman: Vince Davidson Project Manager: Mark Sisemore	Coachella Valley Water District P.O. Box 1058 Coachella, CA 92236 (760) 398-2651	Same as Owner	\$476,223.00	\$0	\$476,223	Install approx 1400 LF 20" C900 C905 DR25	11/30/2014		N/A
98	Waterline Replacement Campbell and Fleming Weka Foreman: Aurelio Vramontes Project Manager: Mark Sisemore	Jurupa Community Serv Dist 11201 Harrel Street Kelly Mira Loma, CA 91752 Strahl (951) 685-7434	Albert A Webb Associates 3788 McCray Street Riverside, CA 92506 Shane Lee Bloomfield (951) 686-1070	\$1,294,307.00	\$6,529	\$1,300,836	Install approx 7500 LF 8" CML/CMC (10 GA) WSP and Appurtenances	3/31/2015		N/A
97	Waterline Replacement-Ridgecrest Sub to Downing Construction Project Manager: Mark Sisemore	Indian Wells Valley Water District 500 West Ridgecrest Blvd., Ridgecrest, CA 93555	Kreiger & Stewart	\$1,422,525.00	\$0	\$1,422,525	Install approx 2690 LF 12" C900	10/31/2014		N/A
96	Waite Street 1467 Zone Pipeline Sub to Downing Construction Incorporated Project Manager: Mark Sisemore	Elsinore Valley Water District 31315 Chaney Street Lake Elsinore, CA 92531 Larry Rein (951) 674-3146	RBF Consulting 40810 County Center Dr., Suite 100 Temecula, CA 92591 (951) 676-8042	\$1,914,959.00	\$0	\$1,914,959	Install approx 3550 LF of 24" DIP 6572 LF of 20" DIP	5/1/2015		N/A

**WEKA, INC.  
PROJECT LIST**

JOB NO.	PROJECT NAME & LOCATION	OWNER	ENGINEER	ORIGINAL CONTRACT AMOUNT	AMOUNT AND TYPE OF CHANGE ORDERS	TOTAL CONTRACT AMOUNT	DESCRIPTION	DATE OF COMPLETION	CONTRACT TIME	CLAIMS, MEDIATION, ARBITRATION OR LAWSUITS, AMOUNT & RESULTS
90	870 Pressure Zone Pipeline Sub to Downing Construction Project Manager: Mark Sisemore	Jurupa Community Serv Dist 11201 Harrel Street Mira Loma, CA 91752 Kelly Strahl (951) 685-7434	Albert A Webb Associates 3788 McCray Street, Riverside, CA 92506 Siming Zhang (951) 686-1070	\$3,354,655.00	\$0	\$3,354,655	Install approx 3891 LF 30" CMLC, 2690 LF 12" CS900 CMLC / C WSP 9, 5323 LF 24" CMLC / C WSP, 3443 LF 16" CMLC / WSP 10 24" DIA RCP D-1500	11/30/2014		N/A
89	Northstar Non-Potable Private Water Meter Weka Foreman: Vince Davidson Project Manager: Mark Sisemore	The H.N. and Frances C. Berger Foundation PO Box 13390 Palm Desert, CA 92255 Doug Vance (760) 341-5293	Same as Owner	\$71,000.00	\$0	\$71,000	Vault	2/6/2014	NTP 1/8/14, 120 Cal Days, Exp Compl 5/16/14	N/A
88	30" Water Pipeline Highland, CA Weka Foreman: Trent Himle Project Manager: Mark Sisemore	East Valley Water District, 31111 Green Spot Rd Highland, CA 92346 Nemesiano (909) 889-0804 Ochoa 9501 eochoa@eastvalley.org	Land Engineering Consultants 650 K Street Calimesa, CA 92320 (909) 795-8882	\$1,279,281.00	\$92,210	\$1,371,491	Install approx 5,315 LF of 30" DIP Water	8/12/2014	NTP 1/8/14, 120 Cal Days, Exp Compl 5/16/14	N/A
87	Area B Trunk Sewer & Non-Potable Waterline in Belgrave Ave Jurupa Valley, CA Weka Foremen: Vince Davidson, Aurelio Viamontes, and Lauro Hernandez Project Manager: Mark Sisemore	Jurupa Community Serv Dist 11201 Harrel Street Mira Loma, CA 91752 Kelly Strahl (951) 685-7434	Albert A Webb Associates 3788 McCray Street Riverside, CA 92506 Siming Zhang (951) 686-1070	\$8,696,960.00	\$848,210	\$9,545,170	Install approx 24,000 LF of 18" & 21" PVC Sewer; 11,200 LF of 16" Steel Water	10/31/2015	NTP 12/17/13, 370 Cal days Expected Compl Dt 4/2015	N/A
86	24" Mission Blvd. Pipeline Bld Sch. II (Golden West Ave to Carrera Court) Jurupa Valley, CA Weka Foreman/Project Manager: Dave Himle	Rubidoux Community Services District P.O. Box 3098 Jurupa Valley, CA 92519 Ron Young (951) 684-7580	TYE Engineering 2305 Chicago Avenue Riverside, CA 92507 Terry Renner (951) 680-0440	\$1,522,743.00	\$22,291	\$1,545,034	Install approx 3500 LF of 24" Steel CMLC	3/31/2014	Contract/NTP is 7/19/13 by 3/16/14 240 Cal days after 7/19/13	N/A
82	Peppertree Development Tract 29843 Hemet, CA Weka Foreman: Lauro Hernandez Project Manager: Mark Sisemore	Insurance Co. of the West 11455 El Camino Real San Diego, CA 92130 Gordon Paterson 860-890-2744	Sage Associates, Inc. 1301 Dove St., Ste. 820 Newport Beach, CA 92660 Ron Nakagawa (949) 724-9600, ext. 20	\$2,117,169.00	\$856,888	\$2,974,057	Completion of Sewer, Storm Drain, Water, with vertical turbine pump and controls in masonry building	2/9/2015	183 cal days	N/A
80	Pyrite Creek Trunk Sewer Project, Phase 1 (DPN 2177) & Regional Wastewater Foremain, Segment 1 (DPN 3729) Weka Foremen: Vince Davidson, Aurelio Viamontes, and Lauro Hernandez Project Manager: Mark Sisemore	Jurupa Community Serv Dist 11201 Harrel Street Mira Loma, CA 91752 Keith Backus (951) 685-7434, x135 kbackus@jcsd.us	Albert A Webb Associates 3788 McCray Street Riverside, CA 92506 Siming Zhang (951) 686-1070 siming.zhang@webbassociates.com	\$9,721,113.00	\$2,803,887	\$12,525,000	Install approx 6,211 LF of 36" PVC PS 115 Sewer; 150 LF of 10" PVC SDR 26 Sewer; 2,900 LF of 24" PVC CS05 CL235 DRI18 SWR; 5,750 LF of 30" PVC PS 115 Sewer; 20 LF of 21" PVC PS115 Sewer; 1,780 LF of 12" PVC SDR 26 Sewer; 2,490 LF of 8" PVC SDR 26 Sewer; 153 LF of 6" PVC SDR 26 Sewer; 1,460 LF of 12" CML/CMLC WSP Water; 1,230 LF of 4" PVC Foremain;	11/15/2014	400 cal days	N/A

## New Business

### 2. Discussion/Action Item:

[TAB 2]

Proposal by Krieger & Stewart regarding the ARPA-funded Reservoir Corrosion Repair/Prevention Project

#### Attachments:

1. Krieger & Stewart Proposal (Scope of Work and Estimate)

**CABAZON WATER DISTRICT  
RESERVOIR NOS. 2, 3, AND 4 CORROSION REPAIR/PREVENTION PROJECT**

**SCOPE OF ENGINEERING SERVICES**

Krieger & Stewart will provide the following engineering services for the design and construction of the corrosion repair/prevention project on Reservoir Nos. 2, 3, and 4:

- Preparation of Contract Documents, including specifications. Due to the nature of the project, we do not anticipate drawings or exhibits will be required.
  - Note: Our scope does not include USA marking and potholing, which we do not anticipate is required on this project. It also does not include testing of the existing paint, which we recommend the District consider if there are concerns that it may contain lead or asbestos.
- Bidding phase support services, including coordinating legal advertising, distributing and tracking Contract Document distribution to prospective bidders, answering questions about or providing clarifications regarding the Contract Documents, conducting a pre-bid meeting, and preparing and distributing addenda, if necessary, during the bid period; reviewing the bids received and preparing a Recommendation of Award Memorandum summarizing the results of bids received following the bid opening, and coordinating and conforming executed Contract Documents between the Contractor and the District.
- Construction phase support services, including conducting preconstruction and progress meetings, contract administration and engineering, ten (10) material and shop drawing submittal reviews, four (4) partial payment request reviews, and five (5) RFI and clarification reviews.
- Construction inspection services, including three (3) full days of steel repair inspection, and twenty (20) days of blast/coating inspection. Note that these are quoted as full days, but can also be provided as half days when possible to provide more flexible inspection coverage.
  - Note: Our scope does not include construction staking/control survey, which we do not anticipate is required on this project.
- Preparation of project closeout documents following construction.

Note that our proposal amount is based on the budgetary numbers determined during preparation of the ARPA funding agreement with the County of Riverside.

TRR/blt  
683-11P23-PRO  
(12/7/2022)

**CABAZON WATER DISTRICT**  
**RESERVOIR NOS. 2, 3, AND 4 CORROSION REPAIR/PREVENTION PROJECT**

## ESTIMATED FEES FOR ENGINEERING SERVICES

TASK / COMPONENT			KRIEGER & STEWART										
			PRINCIPAL IN CHARGE (1)		PROJECT MANAGER (2)		PROJECT ENGINEER (3)		CONSTRUCTION INSPECTOR (4)		SUPPORT SERVICES (5)		TOTAL
			HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	\$
1.	CONSTRUCTION DRAWINGS & SPECIFICATIONS		1	270	3	723	20	4,340			12	1,536	6,869
2.	BIDDING PHASE SUPPORT		1	270	2	482	2	434			12	1,536	2,722
3.	CONSTRUCTION PHASE SUPPORT		1	270	8	1,928	30	6,510	184	27,968	12	1,536	38,212
4.	PROJECT CLOSEOUT				2	482	2	434			4	512	1,428
SUBTOTAL:			3	810	15	3,615	54	11,718	184	27,968	40	5,120	49,231
REIMBURSABLES (2% OF K&S FEES ONLY):													985
ENGINEERING SERVICES TOTAL (ROUNDED):													50,000
HOURLY RATES PER K&S 2023 FEE SCHEDULE:													
(1) PRINCIPAL ENGINEER		@	\$270	/Hr									
(2) SENIOR ENGINEER II		@	\$241	/Hr									
(3) ASSOCIATE ENGINEER III		@	\$217	/Hr									
(4) CONSTRUCTION INSPECTOR		@	\$152	/Hr									
(5) STAFF TECHNICIAN III		@	\$128	/Hr									

## New Business

### 3. Discussion/Action Item:

[TAB 3]

#### Community Water Systems Alliance (“CWSA”) Benefits

\*No Attachments:

CWSA is an organization that helps give disadvantaged communities a voice in Sacramento regarding State Senate and Assembly Bills dealing with water quality and tax.

## New Business

### 4. Discussion/Action Item:

[TAB 4]

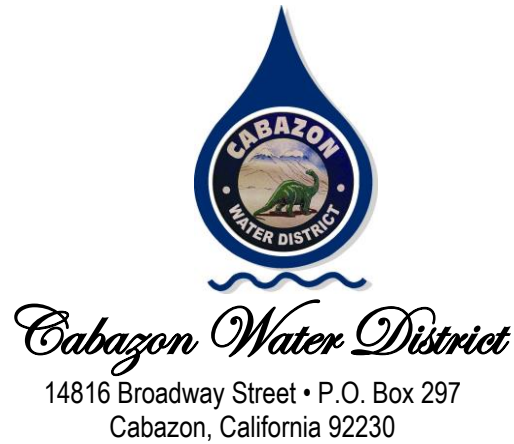
#### Realignment of Cabazon Water District Director Committees

- a. Collaborative Agencies
- b. Community Action Committee
- c. Community Water Systems Alliance Committee
- d. Finance and Audit Committee
- e. Personnel Committee
- f. San Gorgonio Pass Regional Water Alliance Committee
- g. Special Projects Committee

#### Attachments:

1. Current List of Committees





### Positions and Committees of the Board of Directors (as of 01/12/2023)

Position/Committee	Description	Current Directors on Committee	Current Alternate
1. Board Chair		Wargo	
2. Board Vice Chair		Davis	
3. Collaborative Agencies (Ad hoc)	<ul style="list-style-type: none"> <li>At least 1 member attends Collaborative Agencies meetings every other month to update other Agencies about CWD business.</li> <li>Report and distribute information to the Board at the next regular Board meeting.</li> </ul>	1. Morris 2. Wargo	Davis
4. Community Action Committee (CAC - Ad hoc)	<ul style="list-style-type: none"> <li>Requires two (2) Board members.</li> <li>Meet with property owners to discuss Grant Funding Opportunities, Riv. Co. construction requirements, Water Service application process, etc. as information becomes available.</li> <li>Report and distribute information to the Board at the next regular Board meeting.</li> </ul>	1. Davis 2. Morris	Brock

<p>5. Community Water System Alliance Committee (CWSA - Ad hoc)</p>	<ul style="list-style-type: none"> <li>• Requires two (2) Board members.</li> <li>• Requires at least one (1) member of the CWSA - Ad hoc committee to commit to attend CWSA meetings, special events, and trips approved by the Board.</li> <li>• Any Board members may attend meetings, special events, and trips. It is recommended that no more than two (2) Board members to participate on trips to represent the District, the community of Cabazon, and the CWSA.</li> <li>• The General Manager or Business Admin. Assistant may attend meetings, special events, and trips with Board members approved by the Board.</li> <li>• Board members participating in these meetings, special events, and trips shall report and distribute information to the Board at the next regular Board meeting.</li> </ul>	<ol style="list-style-type: none"> <li>1. Davis</li> <li>2. Morris</li> </ol>	<p>Brock</p>
<p>6. Finance and Audit Committee (FAC - Ad hoc)</p>	<ul style="list-style-type: none"> <li>• Requires two (2) Board members to meet twice per month.</li> <li>• Review all District payables.</li> <li>• Dual signatures on all District checks issued.</li> <li>• Meet with the Business Admin. Assistant and Financial Advisor in reviewing the proposed fiscal year budgets to report to the Board</li> <li>• Meet with the General Manager, Business Admin. Assistant, and other experts or consultants regarding the cost purpose of special projects and Capital Improvement Projects (CIP) to report to the Board.</li> <li>• Other major financial issues to report to the Board.</li> </ul>	<ol style="list-style-type: none"> <li>1. Wargo</li> <li>2. Tincher</li> </ol>	<p>Morris</p>
<p>7. Personnel Committee (Ad hoc)</p>	<ul style="list-style-type: none"> <li>• Requires two (2) Board members</li> <li>• Meet with the General Manager annually (on or before June 1<sup>st</sup> of each year) to render a recommendation on the General Manager's annual performance evaluation.</li> <li>• Meet with the General Manager, Business Admin. Assistant, legal counsel, other labor experts or consultants regarding any District employee(s) petitioning the Board to appeal a disciplinary action.</li> <li>• Meet with the District's legal counsel on all disciplinary issues involving the General Manager or Board Secretary.</li> </ul>	<ol style="list-style-type: none"> <li>1. Tincher</li> <li>2. Brock</li> </ol>	<p>Wargo</p>

<p>8. San Geronio Pass Regional Water Alliance Committee (SGPRWA - Ad hoc)</p>	<ul style="list-style-type: none"> <li>• Requires two (2) Board members.</li> <li>• Requires at least one (1) member of the SGPRWA - Ad hoc committee to commit to attend SGPRWA monthly meetings and special events.</li> <li>• Any Board members may attend meetings, special events, and trips. It is recommended that no more than two (2) Board members to participate on trips to represent the District, the community of Cabazon, and the SGPRWA.</li> <li>• The General Manager or Business Admin. Assistant may attend meetings, special events, and trips with Board members approved by the Board.</li> <li>• Board members participating in these meetings, special events, and trips shall report and distribute information to the Board at the next regular Board meeting.</li> </ul>	<ol style="list-style-type: none"> <li>1. Morris</li> <li>2. Brock</li> </ol>	
<p>9. Special Projects Committee (Ad hoc)</p>	<ul style="list-style-type: none"> <li>• Requires two (2) Board members.</li> <li>• Both Board members shall meet with the General Manager, Business Admin. Assistant, general counsel, other experts or consultants regarding Special projects and Southern California Edison – Public Safety Power Shut-off (SCE PSPS) matters.</li> <li>• Both Board members will provide input during regular Board meeting discussions regarding Special projects, SCE PSPS issues, and proposed procedures.</li> </ul>	<ol style="list-style-type: none"> <li>1. Wargo</li> <li>2. Tincher</li> </ol>	<p>Davis</p>