

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.F**

FROM: Matthew McElhenie, General Manager
Jim Green, Utilities Department Manager

Meeting Date: January 9, 2025 Subject: Discussion and Consideration of Accepting the Low Bid by and Approval of a Public Works Contract with Grace Environmental Services, Inc. for the Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade Project and Authorization for the General Manager to Execute the Contract - Amended 1/6/2025

FISCAL IMPACT:

There is \$250,638 remaining in the budget for AMI. The bid from Grace Environmental Services, Inc. is for \$62.00 per unit or \$217,000.00 for 3500 water meter upgrades.

DISCUSSION:

CCSD Staff has been spending two weeks every two-month billing cycle manually reading over 2700 water meters due to failing radio transmitters. On August 10, 2023, the CCSD Board approved a sole-source purchase arrangement to upgrade the existing Badger Meters to Advanced Metering Infrastructure (AMI) water meters. On May 16, 2024, the Board approved Resolution 13-2024, approving the financing and purchase of the AMI equipment from Badger Meter, Inc., after which Staff finalized the order and began installing the AMI components in-house once they started arriving. Over the next several months, the in-house installation plan has proven tough to implement as Water Department staff time for AMI installation has been in short supply.

On November 13, 2024, the CCSD released a Request for Proposals for installing the previously purchased AMI cellular antennas and water meter registers. Six (6) companies, represented by eight (8) individuals, attended the mandatory pre-bid meeting on December 5, 2024, where the project was discussed, and the installation of the AMI components was demonstrated.

The bidding closed on December 18, 2024, at 1:00 pm. Five bids were received prior to the deadline. At the bid opening, all bids received were opened and read aloud. All five were deemed complete and responsive bids. The Notice to Bidders stated that the contract would be awarded to the responsive and responsible bidder with the lowest total bid price. Grace Environmental Services, Inc. was the low bidder, with a per-unit bid of \$62.00. The minimum number of meters to be upgraded under this contract is 3500, which works out to a cost of \$217,000.00.

It is recommended that the Board of Directors accept the low bid, approve a Public Works Contract with Grace Environmental Services, Inc. for the Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade Project, and authorize the General Manager to execute the contract.

ATTACHMENTS:

1. Notice to Bidders
2. Addendum No. 1 - Updated 1/6/2025
3. Public Works Contract
4. Other Bids Received

NOTICE TO BIDDERS
CAMBRIA COMMUNITY SERVICES DISTRICT

Submission of Bids

Sealed bids will be received by the Cambria Community Services District at the Wastewater Treatment Plant, located at 5500 Heath Lane, Cambria, CA 93428, or mailed to Cambria Community Services District (CCSD) P.O. Box 65, Cambria, California 93428, until December 18, 2024, at 1:00 p.m., at which time they will be publicly opened and read aloud. Submit the bid in a sealed envelope, plainly marked:

**REQUEST FOR PROPOSALS (RFP) FOR FORMAL BID NO. 03-2024-12 FOR
INSTALLATION OF WATER METER REGISTER REPLACEMENT AND ADVANCED
METERING INFRASTRUCTURE UPGRADE**

Any bid received after the time and date specified will not be considered and will be returned to the bidder unopened. Bids received by Fax or Email will not be considered. Each bid must be accompanied by either a certified check, cashier's check, or bidder's bond made payable to the Cambria Community Services District for an amount equal to ten percent of the bid amount as a guaranty. Guaranty will be forfeited to Cambria Community Services District if the bidder to whom the contract is awarded, fails to enter into the contract. The Cambria Community Services District reserves the right to accept or reject any or all bids or waive any informality in a bid.

Bid Documents

Formal bids shall be presented in accordance with the specifications for the same, which are on file with the Utilities Department Manager here: <https://www.cambriacsd.org/request-for-proposals>.

Project Information

In general, the project consists of all labor, materials, tools, equipment, and incidentals necessary to install approximately 3,500 water meter registers, transmitters, and meter box lids. The District will supply the registers, transmitters, and meter box lids. Existing plastic meter box lids in a non-traffic location will have a hole drilled through the lid to accommodate the mounting of the transmitter. Meter boxes located in private driving or public walking areas with non-plastic lids (metal, concrete, etc.) will be replaced with a new lid supplied by the District with a pre-molded hole for mounting the antenna. It is recommended that bidders familiarize themselves with (1) the general, local, and site conditions that may affect the work; and (2) secure such additional or supplementary examinations, investigations, tests, studies and data concerning surface or subsurface conditions that may affect the work. Additional project information and bid documents have been posted on the District's website at

<https://www.cambriacsd.org/request-for-proposals>.

Prevailing Wages

In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance

with the standards set forth in Section 1773 for the locality in which the work is to be performed. A copy of said wage rates is on file at the office of the Owner. It shall be mandatory upon the contractor to whom the work is awarded and upon any subcontractor under the contractor to pay not less than said specified rates to all workmen employed by them in the execution of the work.

Qualifications

At the time of the bid opening, contractors must possess a valid Class A, Class C-34, or Class C-36 Contractor's License and have experience with installation projects similar to the work specified for this project.

Mandatory Pre-Bid Conference.

There will be a mandatory pre-bid conference on December 5, at 9:00 a.m. at the Cambria Wastewater Treatment Plant, 5500 Heath Lane, Cambria, CA, 93428. Bidder may contact James Green at 805-927-6119 or by email at jgreen@cambriacsd.org for additional information.

Contractor Registration with Department of Industrial Relations

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on Public Works contracts in California shall be registered with the Department of Industrial Relations prior to bidding. Failure to provide proof of Contractor's registration as part of the Bid shall deem the Bid as non-responsive and will therefore be rejected by Owner.

Compliance Monitoring and Enforcement

In accordance with the requirements of Labor Code Section 1771.4(a)(1), Bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Deposit of Securities in Lieu of Retainage.

The Contractor may elect to receive 100 percent of payment due under the Contract Documents from time to time, without retention of any portion of the payment by the District, by depositing securities of equivalent value with the District in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the District, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit.

Agreement to Assign.

In accordance with Section 4552 of the California Government Code, the bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. 15, or under the Cartwright Act, Chapter 2.

Award

As a condition to executing a contract with the District, two bonds each equal to one hundred percent of the total contract price are required. Contractors may substitute

securities for moneys withheld under the contract. The District intends to award a contract to the responsive, and responsible bidder with the lowest total bid price. All bids submitted shall be in accordance with the provisions of the contract documents. The District specifically reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. District may waive any minor irregularities in the bids. Any bid may be withdrawn prior to bid opening but not afterward.

Accommodation

If any accommodations are needed to participate in the bid process, please contact the Utilities Department Manager, James Green, at 805-927-6119 or by email at jgreen@cambriacsd.org. Requests should be made as soon as possible to allow time for accommodation.

District Clerk

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: **December 10, 2024**

BID DOCUMENT NUMBER 03-2024-12

Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade Project

A. This Addendum shall be considered part of the bid documents for the above-referenced project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

1. Under Notice to Bidders, in the section titled "Award" after the sentence "The District intends to award a contract to the responsive, and responsible bidder with the lowest total bid price." Add the following: "The bid submitted must be on a per-piece, unit-cost basis for a minimum of 3500 water meter upgrades."
2. Under the project schedule, the anticipated schedule in the table following will be the official schedule for the project unless agreed to and modified in writing by both parties. This schedule supersedes any discussion of project timelines during the pre-bid meeting.

Table 1. Project schedule.

Milestone	Date
RFP Issued	11/13/2024
Mandatory Pre-Bid Meeting	12/5/2024 at 9 AM
Deadline for Clarifications/Inquiries	12/13/2024
Deadline to Submit Bids	12/18/2024
CCSD Selection of Contractor	1/9/2025
Contract Negotiations	1/10/2025 - 1/23/2025
Notice to Proceed	1/24/2025
Construction Start Date	1/28/2025
Construction Completion Date	8/1/2025

3. The expected percentage of meter boxes needing minor bush trimming, weed clearing, and/or dirt removal for access is 10%. The CCSD will work diligently to reduce that number as low as possible, but the bid should be submitted with the knowledge that some clearing by the contractor will be necessary.

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name _____

Contact Person _____

Signature _____

Date _____

SHORT FORM PUBLIC WORKS CONTRACT

THE WATER METER REGISTER REPLACEMENT AND ADVANCED METERING INFRASTRUCTURE UPGRADE PROJECT

THIS CONTRACT, made and entered into this _____ day of _____, 2025, by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a special district, hereinafter designated District, party of the first part, and **GRACE ENVIRONMENTAL SERVICES, INC.** hereinafter designated as Contractor, party of the second part,

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, Contractor agrees with District to furnish all materials, equipment and labor and construct facilities for District, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and described in the specifications hereto attached and as generally described hereinbelow (the “project” or “work”), and to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said specifications are stipulated to be furnished by District, and to do everything required by this Contract and the said specifications and plans, and the requirements of the Engineer under them, to wit:

The Contractor’s bid dated December 17, 2024, is hereby incorporated herein by this reference and attached as Exhibit A and made a part of this contract.

PROJECT DESCRIPTION: The project involves replacing the registers and installing lid-mounted transmitters on 3,500 existing water meters with CCSD-supplied AMI registers and transmitters. Existing plastic meter box lids in a non-traffic location will have a hole drilled through the lid to accommodate the mounting of the transmitter. Meter boxes located in private driving or public walking areas with non-plastic lids (metal, concrete, etc.) will be replaced with a new lid supplied by the District with a pre-molded hole for mounting the transmitter. Installation is to be per Exhibit “B” (Scope of Work), and Exhibit “C” (Process for Installing a New Register on a Water Meter.)

COMMENCEMENT OF WORK AND TIME LIMITS:

The Contractor shall commence Work on the Project as of _____ 2025, and shall diligently prosecute the completion of said Project. Prior to commencing work, Contractor shall sign and return a copy of this Contract and any document hereto; provide proof of insurance as required herein; and, meet and confer with the Utilities Department Manager and engineering staff at least one (1) day in advance. **ALL WORK MUST BE COMPLETED BY August 1, 2025**, unless otherwise agreed to in writing.

LIQUIDATED DAMAGES:

Liquidated Damages. Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the District will suffer damage. It is therefore agreed that the Contractor shall pay to the District the sum of (\$200.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the District accepts work or makes any payment under this Contract after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the District may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. This paragraph does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the District's ability to seek other damages.

PAYMENT SCHEDULE:

District shall pay Contractor for the Project on a lump sum basis for a not-to-exceed amount of two hundred and seventeen thousand dollars (\$217,000.00)

A five percent (5%) retention shall be withheld from any monthly partial payment requests.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the District to the Contractor no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the District.

This Contract is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

ARTICLE II. For furnishing all said equipment, materials and labor, performing demolition as required, and doing all the work contemplated and embraced in this Contract; and for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by District; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications and in accordance with the requirements of the Utilities Department Manager under them, District will pay and Contractor shall receive as full compensation therefore the amounts for such work as described above.

ARTICLE III. District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

ARTICLE IV. The following contract documents (if checked) are hereby incorporated in and made a part of this Contract as though set forth in full:

provided, however, that if the surety, within ten (10) days after the serving upon it of notice of termination, does not give District written notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, District may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and his surety shall be liable to District for any excess cost occasioned District thereby, and in such event District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans and other property belonging to Contractor as may be on the site of the work and necessary therefore. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. The expense incurred by District, as herein provided, and damage incurred through Contractor's default, shall be certified by the Utilities Department Manager.

ARTICLE VIII. The Contractor shall indemnify, and hold harmless, the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) arising from, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, Contractor's Subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established proven negligence or willful misconduct of District, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost.

The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify and hold District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.

ARTICLE IX. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Contract and the bid or proposal (if one) therefore, then this Contract shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

ARTICLE X. Time is of the essence of this Contract and failure to comply with this provision shall be a material breach of this Contract.

ARTICLE XI. If any part of this Contract is held invalid by a court of competent jurisdiction, the balance shall retain its full force and effect.

ARTICLE XII. Maintenance of required insurance coverage is a material element of this contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this contract. **Contractor shall execute and provide the attached Certificate of Workers Compensation Insurance.**

ARTICLE XIV. Additional Provisions Required by Law. Each and every provision of law and clause required by law to be inserted in this Contract, including but not limited to the following statutorily required provisions, shall be deemed to be inserted herein and the Contract shall be read and

enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

The following statutorily required provisions hereby apply to this contract:

Record Audit. In accordance with Government Code, Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

Retention of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

Claims. In accordance with the requirements of Public Contract Code Section 9204(e), a copy of Public Contract Code Section 9204 is attached hereto and made a part hereof.

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

CAMBRIA COMMUNITY SERVICES DISTRICT

GRACE ENVIRONMENTAL SERVICES, INC

Matthew McElhenie, General Manager

By: _____

Its:

Date:

ATTEST:

HALEY DODSON, Confidential Administrative Assistant

APPROVED AS TO FORM:

TIMOTHY J. CARMEL, District Counsel

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Resolution of claims in connection with public works project [Effective until 1/1/2027]

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the

claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Ca. Pub. Cont. Code § 9204

Amended by Stats 2019 ch 489 (AB 456),s 1, eff. 1/1/2020.

Added by Stats 2016 ch 810 (AB 626),s 1, eff. 1/1/2017.

-- END CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204 --

STATEMENT OF PREVAILING WAGES

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relation.

In accordance with California Labor Code Section 1770 and 1773, the District has determined that prevailing wage rates apply to this project. Copies of the prevailing rates of per diem wages applicable to this Contract are available from the California Division of Labor Statistics and Research at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html> or 455 Golden Gate Ave. 9th Floor, San Francisco, CA 94102. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work performed.

Pursuant to California Labor Code Section 1775, the Contractor shall forfeit no more than \$200 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.5 - Apprenticeship Requirements.
3. Section 1813 - Penalty for Failure to Pay Overtime.
4. Sections 1810 and 1811 - Working Hour Restrictions.
5. Section 1776 - Payroll Records.
6. Section 1773.8 - Travel and Subsistence Pay.

The District will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract.

In accordance with the requirements of Labor Code Section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

-- END OF STATEMENT OF PREVAILING WAGES --

PAYMENT BOND (FOR LABOR AND MATERIAL)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and
_____ as Surety, are held and firmly bound unto the
Cambria Community Services District,
in the sum of _____ Dollars
(\$_____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas said Principal has been awarded and is about to enter into a written contract with the Cambria Community Services District for the work described in CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF, **“Installation of Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade”**, which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said District to give this bond in connection with the execution of said contract;

NOW THEREFORE, if said Principal, as Contractor in said contract, or Principal's Subcontractor, fail to pay any of the persons referred to in Section 9100 of the Civil Code of the State of California for labor performed, skills or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, for, or about the performance of the work contracted to be done, or for amounts due under the employment Insurance Act with respect to work or labor performed by any such claimant, said Surety shall pay for the same. In an amount not exceeding the sum specified above; and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is pursuant to the provisions of Ch 7 Div 3, Pt 4, Tit 15, of the Civil Code of the State of California, and shall insure to the benefit of any of the persons referred to in said Civil Code Section 9100, as it now exists or may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought upon this bond. No premature payment by said District to said Principal shall exonerate any Surety unless the District Board of Directors of said District shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extension of time granted under the provisions of said contract release either the Principal or Surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

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

Surety

Principal

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (Attach appropriate jurats)

-- END OF PAYMENT BOND --

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the Cambria Community Services District, in the sum of _____ Dollars (\$_____)

lawful money of the United States, for the payment of which sum, well and truly to be made, has been awarded and is about to enter into a written contract with the Cambria Community Services District for the work described in the CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF "Installation of Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade", which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said District to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly do and perform all of the covenants and obligations of said contract on Principal's part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said District to said Principal shall exonerate any Surety unless the District Board of Directors of said District shall have actual notice that such payment is premature at the time it is ordered by said Board, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

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

Surety Principal

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (Attach appropriate jurats)

-- END OF FAITHFUL PERFORMANCE BOND --

STANDARD SPECIFICATIONS

A. General: The work embraced herein shall be done in accordance with the applicable provisions of the most recently issued California Building Code, "Green Book" Standard Specifications for Public Works Construction, hereinafter referred to as Standard Specifications, the District's Standard Plans, hereinafter referred to as "Standard Plans", insofar as the same may apply, and in accordance with the following Standard Provisions.

The following provisions are hereby added to the Standard Specifications:

i. Section 5 – Utilities, subpart 5-1: All potholes must be filled in the same day, unless otherwise allowed by the Utility Manager. Surrounding areas shall be restored to their original condition.

B. Definition of Terms: Whenever the following terms are used in the Standard Specifications, they shall be understood to mean the following:

"Owner" or "Agency": Cambria Community Services District

"Board": Cambria Community Services District Board of Directors

"Defective Work": The term "defective work" shall include work that does not conform to the contract specifications.

"Utility Manager": The Utility Manager, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Other terms appearing in the Standard Specifications shall be given the intent and meaning specified therein.

C. Description of the Work: The work shall consist of furnishing and supplying labor, materials, tools, equipment, transportation, and services necessary to complete the subject project as described in the project plans.

D. Control of Work: The Utility Manager shall decide all questions, which may arise as to quality of work, acceptability of materials, and conduct of the work, including, but not limited to, coordination and changes in plans, superintendence of work, control of equipment, and inspection of work. Any person employed who is found by any District representative to be incompetent, intemperate,

troublesome, disorderly, or otherwise objectionable or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Project upon request, by the Contractor, and shall not again be employed on the Project.

E. Construction Schedule: The contractor shall provide the Utility Manager with a detailed schedule outlining the procedure and approved by the Utility Manager prior to performing any work other than preliminary matters such as ordering materials and setting up staging areas. Extensions of the contract period due to delays that do not affect the critical path will not be allowed, if the delay can be accommodated within available float time.

F. Guaranty: The Contractor shall guarantee all materials, equipment furnished, and work performed for a period of one (1) year from the date of final completion. The Contractor warrants and guarantees for a period of one (1) year from the date of final acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damages to other parts of the system resulting from such defects. The District will give notice of observed defects with reasonable promptness. In the event that the Contractor should fails to make such repairs, adjustments, or other work that may be necessary by such defects the District may do so and charge the Contractor the cost thereby incurred, as well as an administrative fee of an additional twenty 20% of the cost thereby incurred by the District.

G. Contract Changes: When changes in work are required or initiated by the Contractor or the Cambria Community Services District, the procedures in Section 3 of the Standard Specifications shall govern.

H. Existing Utilities: The Contractor shall be responsible for contacting all utility companies and/or utility districts as to location and/or relocation of existing utilities prior to construction. The Contractor shall contact Underground Service Alert [USA], telephone 1-800-642-2444, a minimum of ten (10) days prior to any excavation. The District assumes no responsibility for the completeness or accuracy of the delineation of any underground utilities, or the existence of other buried objects or utilities which are not shown on the Plans. The Contractor is solely responsible for any damage to underground or above ground utilities, which may be incurred as a result of any work performed by him under this Contract, regardless of the fact that the utilities' existence was known or unknown.

I. Prosecution, Progress and Acceptance of the Work: The Contractor's prosecution, progress and acceptance of the work shall be in accordance with Section 6 of the Standard Specifications and these Special Provisions.

J. Traffic, Access and Signage: Traffic control, if any, shall be in accordance with Section 7-10 of the Standard Specifications. The Contractor shall furnish, place and maintain such devices necessary to provide safe passage for the traveling public through the construction sites, as well as for the

safeguard of workers. The Contractor shall furnish, place and maintain such devices in accordance with the most recent "California Manual on Uniform Traffic Control Devices" published by the State of California, Department of Transportation (Caltrans). The provisions shall not relieve the Contractor from the responsibility to provide such additional devices as are necessary for public safety. The Contractor shall furnish, place, maintain and remove all signage needed for maintaining public safety and controlling traffic.

K. Insurance Requirements and Indemnification:

i. General: The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder, by the Contractor, his agents, representatives, employees or Subcontractors.

ii. Minimum Scope of Insurance: Coverage shall be at least as broad as:

- a. ISO CGL coverage ("Occurrence," Form CG-0001).
- b. ISO CGL Endorsement Form (ISO CG 20 10 11 85).
- c. ISO Form No. CA-0001 (ED. 1/78), covering Automobile Liability, Code 1, "Any Auto," and endorsement CA-0025.
- d. Worker's Compensation Insurance as required by the State of California;
- e. Course of Construction insurance covering for all risks of loss.

iii. Minimum Limits of Insurance: The Contractor shall maintain limits no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

Worker's Compensation: As required by the State of California.

iv. Other Insurance Provisions: The policies are to contain, or to be endorsed to contain, the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE:

- a. The District, its officials, employees, agents and volunteers; are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor, including but not limited to blanket contractual liability, broad form property damage, explosion, collapse and underground hazard coverage, products and completed operations of the Contractor, or premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, employees or volunteers, and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, agents and employees of Contractor and arising out of or in connection with the work which is the subject of this Contract.
- b. The Contractor's insurance coverage shall be primary insurance as respects the District, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, agents or volunteers; shall be in excess of the Contractor's insurance, and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees, agents or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE:

- a. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents, and volunteers for losses arising from work performed by the Contractor for the District.

ALL COVERAGE:

- a. Each insurance policy required by this Section shall be in effect on the date the work is commenced and shall expire no sooner than one (1) year after the date on which the work is accepted by the District. Each insurance policy required by this Section shall be endorsed using ISO Form (CG 20 10 11 85) to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested has been given to the District.
- b. Insurance is to be placed with insurers with a Best Rating of no less than A-V and who are admitted to write policies in the State of California and contribute to the state guaranty fund.
- c. Contractors shall furnish the District with certificates of insurance and with original endorsements affecting coverage required by this Section (actual policy).

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District and are to be received and approved in writing by the District before work commences. The District reserves the right to require complete, certified copies of all insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

- d. The Contractor shall include all Subcontractors as named insured under his policies, or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.
- e. The Contractor shall indemnify, defend, and hold harmless the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) of every nature arising of, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, contractor's subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established active negligence of District or the established sole negligence or willful misconduct of District, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost. The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify and hold the District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.

L. Non-Discrimination: While this Contract is in effect, the Contractor shall comply with all provisions of the California Labor Code Section 1735, as amended, regarding non-discrimination practices and equal employment opportunity.

M. Permits and Taxes: Unless otherwise provided in Contract documents, the Contractor shall obtain, and pay for, all construction permits, licenses or other permits necessary to complete the project and shall be responsible for all governmental charges, inspection fees, utility connection charges, and sales and use taxes.

N. Notices: Any notices from one party to the other with respect to this Contract shall be mailed, faxed, e-mailed, or delivered as shown on the signature block on the Contract.

O. Effectiveness: This Contract shall be effective only when signed by both parties to the Contract.

P. Waiver: The waiver of any breach of any condition, covenant, term, or provision of this Contract by any party to this Contract shall not be deemed to be a waiver of any preceding or subsequent breach under the Contract, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Q. Authorizations: All officers and individuals executing, this and other documents on behalf of the respective parties do hereby certify and warrant that they have the capacity and have been duly authorized to so execute said documents on behalf of the entity so indicated. Each signatory shall also indemnify the other party to this Agreement, and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

R. Severability: If any term, provision, covenant, or condition of this Contract shall be or become illegal, invalid, null, void, unenforceable, or against public policy, in whole or in part, or shall be held by any court of competent jurisdiction to be illegal, invalid, null, or void, or against public policy, the term, provision, covenant, or condition shall be deemed severable, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated. The term, provision, covenant, or condition that is so invalidated, voided, or held to be unenforceable shall be modified or changed by the Parties to the extent possible to carry out the intentions and directives set forth in this Contract.

S. Entire Agreement: This Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the Contract and supersedes all prior and contemporaneous agreements, promises, representations, warranties, understandings, or undertakings by either of the Parties, either oral or written, of any character or nature. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Contract.

T. Attorney's Fees. In any litigation, arbitration, or other proceeding in law or equity by which one party to the Contract seeks to enforce its contract rights under the Contract, to resolve an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, to seek a declaration of any rights or obligations under this Contract, or to interpret the provisions of this Contract, the prevailing party shall be entitled to recover from the losing party actual attorneys' fees incurred to resolve the dispute and to enforce the final judgment, award, decision, or order and such fees, costs; or expenses shall be in addition to any other relief to which the prevailing party may be entitled.

-- END OF STANDARD SPECIFICATIONS --

EXHIBIT A - CONTRACTOR'S PROPOSAL

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: **December 10, 2024**

BID DOCUMENT NUMBER 03-2024-12

Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade Project

A. This Addendum shall be considered part of the bid documents for the above-referenced project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

1. Under Notice to Bidders, in the section titled "Award" after the sentence "The District intends to award a contract to the responsive, and responsible bidder with the lowest total bid price." Add the following: "The bid submitted must be on a per-piece, unit-cost basis for a minimum of 3500 water meter upgrades."
2. Under the project schedule, the anticipated schedule in the table following will be the official schedule for the project unless agreed to and modified in writing by both parties. This schedule supersedes any discussion of project timelines during the pre-bid meeting.

Exhibit A

CAMBRIA COMMUNITY SERVICES DISTRICT

ADDENDUM NO. 1

BID DOCUMENT NUMBER 03-2024-12

BID DUE DATE: 12/18/2024, 1:00 pm

Table 1. Project schedule.

Milestone	Date
RFP Issued	11/13/2024
Mandatory Pre-Bid Meeting	12/5/2024 at 9 AM
Deadline for Clarifications/Inquiries	12/13/2024
Deadline to Submit Bids	12/18/2024
CCSD Selection of Contractor	1/9/2024
Contract Negotiations	1/10/2024 - 1/23/2024
Notice to Proceed	1/24/2024
Construction Start Date	1/28/2024
Construction Completion Date	8/1/2024

- The expected percentage of meter boxes needing minor bush trimming, weed clearing, and/or dirt removal for access is 10%. The CCSD will work diligently to reduce that number as low as possible, but the bid should be submitted with the knowledge that some clearing by the contractor will be necessary.

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name Grace Environmental Services

Contact Person Charles Grace President / CEO

Signature 

Date 12/17/2024



EXHIBIT A

Bid Proposal Form

BID PROPOSAL

TO: CAMBRIA COMMUNITY SERVICE DISTRICT, a California Special Services District, acting by and through its Board of Directors ("the District").

FROM:

Grace Environmental Services
(Name of Bidder)

2060D E. Avenida De Los Arboles
(Address)

Thousand Oaks, CA 91362
(City, State, Zip Code)

(805)431-6253
(Telephone)

cgrace@graceenviro.com
(E-mail Address of Bidder's Representative(s))

Charles Grace
(Name(s) of Bidder's Authorized Representative(s))

1 Bid Proposal:

Per Unit Bid Amount	\$62.00
---------------------	---------

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

Bid Number:
03-2024-12

Project Name/Description:
Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade

for the per unit sum of:

Bid Amount Spelled Out:	Two Hundred Seventeen Thousand
-------------------------	--------------------------------

Bid Amount (Dollar Amount - Numeric):	\$217,000.00
---------------------------------------	--------------

Exhibit A

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 **Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Initials CG 

Addenda Nos. 01 received, acknowledged and incorporated into this Bid Proposal.

1.3 **Alternate Bid Items.** The Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District's award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2 **Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal and "Attachment A" the following: (a) Bid Security; (b) Subcontractors List; and(c) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3 **Award of Contract.** If the Bidder submitting this Bid Proposal and "Attachment A" is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4 **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 etseq., under the following classification(s): C-36 bearing License Number(s)

License Number(s)	Expiration Date(s)
C-36 #1130337	12/31/2026

The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5 **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review

Exhibit A

Cambria Community Services District

Exhibit A - Bid Proposal Form

and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature)

(Corporate Seal)

Charles Grace _____
(Typed or Printed Name)

President/CEO _____
(Title)

Attachment A to Bid Form

Bidders shall provide the following attachments after this page to complete their bid:

- a.) Bid Security**
- b.) List of Subcontractors**
- c.) Non-collusion Declaration**
- d.) Certificate of Workers Compensation**



Bid Bond

CONTRACTOR:
(Name, legal status and address)
Grace Environmental Services
1765 Berkshire Drive
Thousand Oaks, CA93428

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
Cambria Community Services District
2150 Main Street #1-A
Cambria, CA 93428

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten (10) Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
**INSTALLATION OF WATER METER REGISTER REPLACEMENT AND
ADVANCED METERING INFRASTRUCTURE UPGRADE**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of December, 2024.

(Witness)

Steven Orellana

Grace Environmental Services
(Contractor as Principal) *(Seal)*
President / CEO
(Title)

(Witness)
Brandi M. Rodriguez

The Ohio Casualty Insurance Company
(Surety)

(Title) Pamela Ann Binns, Attorney-In-Fact





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212821-983784

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine Michele Stahl; Jason Findley; Mark Heync; Michael Moore; Mike Hay; Pamela Ann Binns; Ronald Burcham

all of the city of Bakersfield state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of December, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of December, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 Kern)

On December 18, 2024 before me, Brandi M. Rodriguez, Notary Public
(insert name and title of the officer)

personally appeared Pamela Ann Binns, Attorney-in-Fact
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 *[Handwritten Signature]* (Seal)

LIST OF SUBCONTRACTORS FORM

Pursuant to the provisions set forth in Sections 4100-4113, inclusive of the Public Contract Code of the State of California, it is required that the Contractor set forth in his Bid the name and principal business address of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction. Vendors or suppliers of materials, only, are not required to be listed.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, on or about the construction of the project, in excess of 1/2 of 1% of the Contractor's total Bid, he shall be deemed to have agreed to perform such portion himself, using his own resources and employed personnel and he shall not be permitted to sub-contract that portion of the work, except under the conditions set forth in Section 4107 of the Public Contract Code. Subcontractors shall not sublet their work as a whole.

Should the Contractor violate any of the provisions of said Chapter, his so doing will be deemed a violation of his Contract and the awarding authority shall have the right to terminate the Contractor's control over the work. Upon any such violation, the Contractor may be subject to such penalties as are prescribed by Law.

In the event of an inadvertent error in the California Contractor number is made for a subcontractor listed, such error shall not be grounds for filing a bid protest or grounds for considering a bid nonresponsive. The corrected license number must be submitted within 24 hours after bid opening and corrected contractor's license number must correspond to the submitted name and location.

If the prospective contractor fails to correct an inadvertent error for a listed subcontractor's license number within the 24-hour time period, the Owner may find the bid nonresponsive.

The prospective contractor shall be solely responsible to correct any errors in the notation of the listed subcontractors California Contractor's license number;

Failure to submit a corrected California Contractor's license number in compliance with the process set forth above will cause the bid to be nonresponsive.

SUBCONTRACTOR LIST

Portion of Work	N/A
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	

Portion of Work	N/A
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	

Portion of Work	N/A
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	

Portion of Work	N/A
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	

ADD ADDITIONAL FORMS AS NECESSARY TO LIST ALL SUBCONTRACTORS

NONCOLLUSION DECLARATION

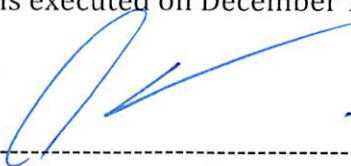
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, Charles Grace . declare that I am the authorized representative of Grace Environmental Services, 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 December 17, 2024, at San Luis Obispo [city], California [state].



President / CEO

(Signature and Title of Declarant)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT:

I, Charles Grace the President / CEO

of Grace Environmental Services , declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

Grace Environmental Services

(Contractor Name)

By: 
(Signature)

Charles Grace President / CEO
(Typed or printed name)

Contractor's License Detail for License # 1130337

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.

Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).

Arbitrations are not listed unless the contractor fails to comply with the terms.

Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

GRACE ENVIORNMENTAL SERVICES INC
dba GRACE PLUMBING

PMB 327
2060 E AVENIDA DE LOS ARBOLES
THOUSAND OAKS, CA 91362
Business Phone Number:(805) 431-6253

Entity Corporation
Issue Date 12/12/2024
Expire Date 12/31/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C36 - PLUMBING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100908426

Bond Amount: \$25,000

Effective Date: 11/19/2024

Bond of Qualifying Individual

The qualifying individual CHARLES ROBERT GRACE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 12/12/2024

Workers' Compensation

This license has workers compensation insurance with the PACIFIC COMPENSATION INSURANCE COMPANY

Policy Number: WC1024591

Effective Date: 11/20/2024

Expire Date: 08/15/2025

EXHIBIT B – SCOPE OF WORK

PROJECT OVERVIEW:

The project involves replacing the registers and installing lid-mounted transmitters on approximately 3,500 existing water meters with CCSD-supplied AMI registers and transmitters according to the instructions in Exhibit C – Process for Installing a New Register on a Water Meter.

DETAILED SCOPE OF WORK:

There are two main components to upgrading the water meters to AMI water meters.

1. Replace the registers on approximately 3,500 AMR water meters with CCSD-supplied AMI registers according to the instructions in Exhibit C – Process for Installing a New Register on a Water Meter.
2. Drill a 1-7/8” hole through the non-traffic plastic lids and mount the CCSD-supplied AMI antenna flush with the lid's surface. Non-plastic lids and lids in “traffic” areas (private driving or public walking) will be replaced with CCSD-supplied Fiberlyte lids pre-molded with a hole for mounting the transmitter.

Notes:

1. The gophers tend to push dirt into the meter boxes, which must be removed to access the registers.
2. The meter locations vary in orientation from the edge of the property and the public right-of-way. Some meters are right on the property line, and others are located some distance from the property edge.
3. The CCSD will make a good effort to clear a three-foot radius around each meter for access and ease of locating the meter, but the contractor might need to perform some pruning or clearing of bushes, grass, dirt, and/or weeds for water meter access.
4. It is recommended that the contractor familiarize themselves with the general, local, and site conditions and secure such additional or supplementary examinations, investigations, and data concerning local conditions that may affect the work.

Cleanup and Closeout:

- Contractor to remove all construction-related debris from the meter box site.

Additional notes:

- CCSD will supply the registers, transmitters, and meter box lids.
- CCSD Staff will record the data, process the integration, and bring the new registers online.

-- END EXHIBIT B - PROJECT DESCRIPTION --

**EXHIBIT C – PROCESS FOR INSTALLING A NEW REGISTER ON A
WATER METER**

Exhibit C - Process for Installing a New Register on a Water Meter (see also Appendix A – Orion Cellular Endpoint Installation Quick Start Guide)

1. Open the water meter box.
2. Cut the wire connection between the old dial and the transmitter; remove the old transmitter.
3. Clear out the meter box to fully access the old dial.
 - a. CCSD Staff to Record meter size, old meter number (on the lid), and current read. Model 25 is $\frac{3}{4}$ " and Model 70 is 1".
 - b. CCSD Staff records the necessary information on the datasheet. (New meter number, transmitter number, and date installed.)
4. Remove the screw from the side of the old dial; it will be either a flat head or a security star bit. Twist the old dial off.
5. For plastic lids: drill a 1 $\frac{7}{8}$ " diameter hole for mounting the transmitter.
6. For metal and concrete lids: replace with appropriate Fiberlyte lid.
7. Swap the hinged meter lids so that the black lid with white numbers on top is on the new digital dial. Put the grey lid onto the old dial.
 - a. CCSD Staff to write the address on the glass of the old dial with a sharpie.
8. Loosen the new dial screw almost all the way out, and install on onto the meter body, ensuring that the mounting area is clean of dirt and debris. (Dial needs to be fully in line with the meter body, ensure it is twisted all the way on, and loosen the screw more if necessary.) Retighten screw.
9. Install the transmitter so that it is flush with the lid. See Exhibit C Appendix B below.
10. Uncoil the wire and remove the safety caps from the new dial and transmitter wire ends. Twist the connection together. Install the included plastic holder over the connection.
11. CCSD Staff to process integration and bring the new register online.



ORION® Cellular Endpoint Installation

This Quick Start Guide* details the four main steps for installing ORION® Cellular C, HLD, CS, LTE-M, LTE-MS, HLA, HLC and LTE water endpoints.

1. **Connect the endpoint to the encoder**
(This step can be done before, or as part of installation.)
2. **Install the endpoint**
3. **Activate the endpoint (CCSD Staff to perform)**
4. **Confirm activation (CCSD Staff to perform)**

To reduce the possibility of electrical fire and shock hazards, never connect the cable from the endpoint to any electrical supply source. The endpoint cable provides SELV low voltage limited energy power to the load and should only be connected to passive elements of a water meter register.

The endpoint batteries are *not* replaceable. Users should make no attempt to replace the batteries. Changes or modifications to the equipment that are not expressly approved by Badger Meter could void the user's authority to operate the equipment.



ORION endpoints installation must comply with all applicable federal, state and local rules, regulations and codes. Proper performance and reliability of ORION endpoints depend upon installation in accordance with these instructions. Endpoints not properly installed may not be covered under warranty.

Failure to read and follow these instructions can lead to misapplication or misuse of this product, resulting in personal injury and damage to equipment.

*Complete installation information for all ORION endpoints can be found in the [ORION Water Endpoints Installation Manual](#), available at www.badgermeter.com.

ENDPOINTS AND ENCODERS

ORION Cellular water endpoints are three-wire metering devices for indoor/outdoor use. The ORION Cellular C endpoint is shown in [Figure 1](#).



Figure 1: ORION Cellular C Endpoint

Each endpoint has an FCC label on the back and the serial number engraved on the front. The serial numbers start with the numbers shown below:

- ORION Cellular HLD 16xxxxxxx
- ORION Cellular C and CS 13xxxxxxx
- ORION Cellular LTE-M and LTE-MS 12xxxxxxx
- ORION Cellular HLA 14xxxxxxx
NOTE: Some early release HLA endpoints may have the 13xxxxxxx series.
- ORION Cellular HLC 149xxxxxx
- ORION Cellular LTE 11xxxxxxx

The endpoints have the same dimensions ([Figure 2](#)).

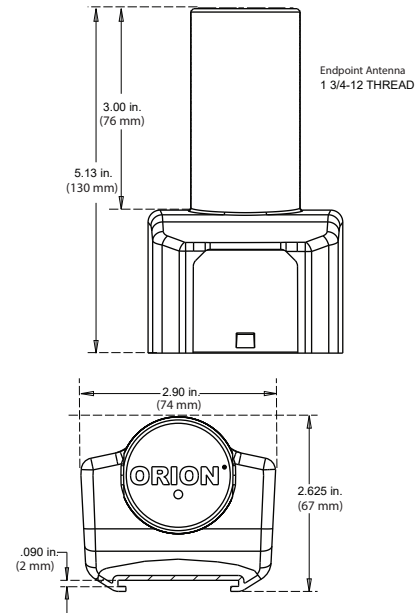


Figure 2: Endpoint dimensions

ORION Cellular water endpoints are compatible with Badger Meter high resolution encoders and E-Series Ultrasonic meters as well as a number of competitive encoders. See the [ORION Water Endpoints Installation Manual](#) for the complete list.

CONNECT ENDPOINTS AND ENCODERS

ORION Cellular water endpoints require connection to an encoder to complete the assembly.

Endpoints with inline connectors can be easily connected to an encoder in the field. No tools are necessary.

ORION endpoint wires: **Red** = Power/Clock; **Black** = Ground; **Green** = Data

See the wiring chart in the [ORION Water Endpoints Installation Manual](#) if you need help.



INSTALLATION

Choose an appropriate location within the limits of the endpoint/encoder connector harness.

Indoor/Outdoor Installation:

- Indoor installation is **recommended**. Mount endpoints indoors, in the floor joist near an outside wall and away from large metal objects.
- Outdoor installation is **acceptable** and may be required where signal strength does not support an indoor installation.

Pit Installation

Mount endpoints through a NON-METAL pit lid—**REQUIRED**. See [Figure 3](#).

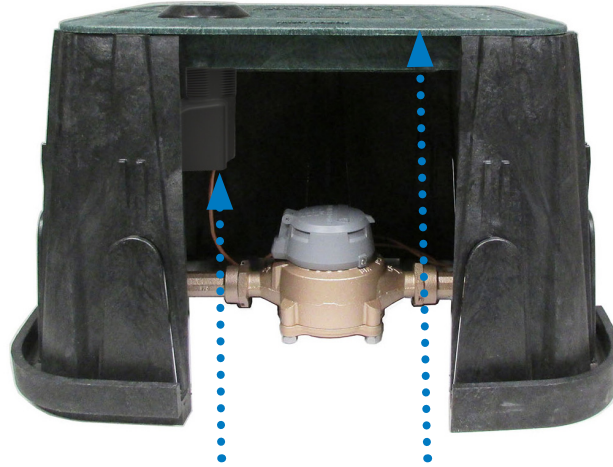



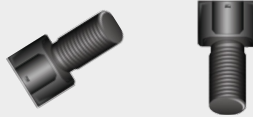
Figure 3: ORION Cellular C endpoint installed per instructions through non-metal pit lid



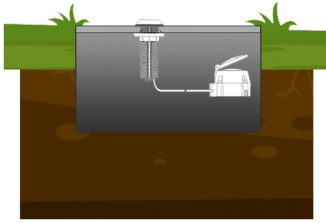
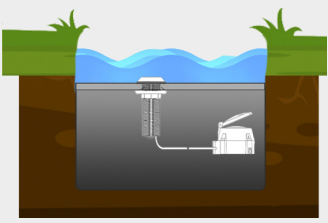
ORION® Cellular Endpoint Installation Do's and Don'ts

ORION® CELLULAR ENDPOINTS

The ORION® Cellular endpoint requires cellular coverage on the network for which it was designed and must be installed in locations where that cellular coverage has been verified through a Cellular Coverage Analysis (CCA). The clearer the signal path between the endpoint and the cell tower it communicates with, the better the endpoint will work. Temporary or permanent obstructions in the signal path can interfere with the signal. See the following installation tips for better cellular communication.

DO's	DON'Ts	
 <p>Antenna</p>		<p>Always install endpoint antenna straight up— Not on an angle or upside down</p> <p><i>Antenna is located in the top 1/3 of the threaded tube</i></p>

PIT Installation

DO's	DON'Ts
<p>Do install</p> <ul style="list-style-type: none"> through a NON-METAL pit lid at or above grade level keeping endpoint wire loose to provide enough slack so wire doesn't break or disconnect when pit lid is lifted 	<p>Don't install</p> <ul style="list-style-type: none"> using a METAL OR CAST IRON pit lid below grade level 

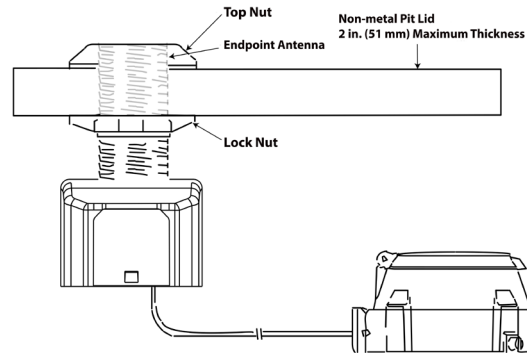
NOTE: Also see *"Thru-the-Lid Install Kit (64394-030)"* on page 2

Thru-the-Lid Install Kit (64394-030)

⚠ Always use both top nut and locking nut for secure installation.

In pit installations, a loose or missing top nut or locking nut may allow the endpoint to fall out of the pit lid opening* and into the bottom of the pit.

* standard pit lid opening diameter: 1-7/8 inches (48 mm)






Common Site Maintenance

Install endpoint antenna through a non-metal lid*. Make sure pit cover and endpoint antenna are **at grade level**.

Keep free from any obstruction (grass, mulch).

* There are two types of mounting for a composite lid. **Through the lid mounting is preferred** (v. under the lid) because the pockets under the lid can fill up with water, surround the endpoint and prevent it from communicating to the network.

YES	NO	NO
		
<p>Non-metal pit lid and endpoint at grade level = good communication</p>	<p>Pit covered with grass = impaired communication</p>	<p>Pit covered with mulch = impaired communication</p>



AAAA Engineering Contracting Inc. Bid

Table 1. Project schedule.

Milestone	Date
RFP Issued	11/13/2024
Mandatory Pre-Bid Meeting	12/5/2024 at 9 AM
Deadline for Clarifications/Inquiries	12/13/2024
Deadline to Submit Bids	12/18/2024
CCSD Selection of Contractor	1/9/2024
Contract Negotiations	1/10/2024 - 1/23/2024
Notice to Proceed	1/24/2024
Construction Start Date	1/28/2024
Construction Completion Date	8/1/2024

- The expected percentage of meter boxes needing minor bush trimming, weed clearing, and/or dirt removal for access is 10%. The CCSD will work diligently to reduce that number as low as possible, but the bid should be submitted with the knowledge that some clearing by the contractor will be necessary.

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name AAAA Engineering Contracting, inc.
 Contact Person William Furr
 Signature W/F
 Date 12/18/24



EXHIBIT A

Bid Proposal Form

BID PROPOSAL

TO: **CAMBRIA COMMUNITY SERVICE DISTRICT**, a California Special Services District, acting by and through its Board of Directors ("the District").

FROM:

AAAA Engineering Contracting, INC.
(Name of Bidder)

7635 El Camino Real Ste. #6
(Address)

Atascadero, CA 93422
(City, State, Zip Code)

805-460-6097 or 805-975-8210
(Telephone)

aaaaengineering@gmail.com
(E-mail Address of Bidder's Representative(s))

Weston Arthurs
(Name(s) of Bidder's Authorized Representative(s))

1 Bid Proposal:

Total Bid Amount	\$ 311,500.00
------------------	---------------

89.00 per Unit.

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

Bid Number:
03-2024-12

Project Name/Description:
Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade

for the sum of:

Bid Amount Spelled Out:	THREE HUNDRED ELEVEN THOUSAND FIVE HUNDRED EVEN.
-------------------------	--

Bid Amount (Dollar Amount - Numeric):	311,500.00
---------------------------------------	------------

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Initials WA.

Addenda Nos. 1 received, acknowledged and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District's award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2 Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal and "Attachment A" the following: (a) Bid Security; (b) Subcontractors List; and (c) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3 Award of Contract. If the Bidder submitting this Bid Proposal and "Attachment A" is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 etseq., under the following classification(s): _____ bearing License Number(s) _____

License Number(s)	Expiration Date(s)
913871	4/30/2026

The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5 **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: WA
(Signature)

{Corporate Seal}

Weston Arthurs
(Typed or Printed Name)

President
(Title)

Attachment A to Bid Form

Bidders shall provide the following attachments after this page to complete their bid:

- a.) Bid Security**
- b.) List of Subcontractors**
- c.) Non-collusion Declaration**
- d.) Certificate of Workers Compensation**

LIST OF SUBCONTRACTORS FORM

Pursuant to the provisions set forth in Sections 4100-4113, inclusive of the Public Contract Code of the State of California, it is required that the Contractor set forth in his Bid the name and principal business address of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction. Vendors or suppliers of materials, only, are not required to be listed.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, on or about the construction of the project, in excess of 1/2 of 1% of the Contractor's total Bid, he shall be deemed to have agreed to perform such portion himself, using his own resources and employed personnel and he shall not be permitted to sub-contract that portion of the work, except under the conditions set forth in Section 4107 of the Public Contract Code. Subcontractors shall not sublet their work as a whole.

Should the Contractor violate any of the provisions of said Chapter, his so doing will be deemed a violation of his Contract and the awarding authority shall have the right to terminate the Contractor's control over the work. Upon any such violation, the Contractor may be subject to such penalties as are prescribed by Law.

In the event of an inadvertent error in the California Contractor number is made for a subcontractor listed, such error shall not be grounds for filing a bid protest or grounds for considering a bid nonresponsive. The corrected license number must be submitted within 24 hours after bid opening and corrected contractor's license number must correspond to the submitted name and location.

If the prospective contractor fails to correct an inadvertent error for a listed subcontractor's license number within the 24-hour time period, the Owner may find the bid nonresponsive.

The prospective contractor shall be solely responsible to correct any errors in the notation of the listed subcontractors California Contractor's license number;

Failure to submit a corrected California Contractor's license number in compliance with the process set forth above will cause the bid to be nonresponsive.

SUBCONTRACTOR LIST

Portion of Work	
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	

NONE

Portion of Work	
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	

NONE

Portion of Work	
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	

NONE

Portion of Work	
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	

NONE

ADD ADDITIONAL FORMS AS NECESSARY TO LIST ALL SUBCONTRACTORS

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, Weston Arthurs declare that I am the authorized representative of AAAA Engineering Contracting, 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 December 18, 2024 at Atascadero
_____ [city], California [state].

W.A. _____
President
(Signature and Title of Declarant)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT:

I, Weston Arthurs the President
of AAAA Engineering Contracting, inc., declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

AAAA Engineering Contracting, inc.
(Contractor Name)

By: [Signature]
(Signature)

Weston Arthurs
(Typed or printed name)

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, AAAA ENGINEERING CONTRACTING, INC.

_____ as Principal, hereinafter called the Principal,
and the UNITED FIRE & CASUALTY COMPANY,

of 118 SECOND AVENUE SE, CEDAR RAPIDS, IA 52401, a corporation duly organized under
the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto

CAMBRIA COMMUNITY SERVICES DISTRICT as Obligee, hereinafter called the Obligee,
in the sum of TEN PERCENT OF GREATER AMOUNT BID

Dollars (\$ 10%), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

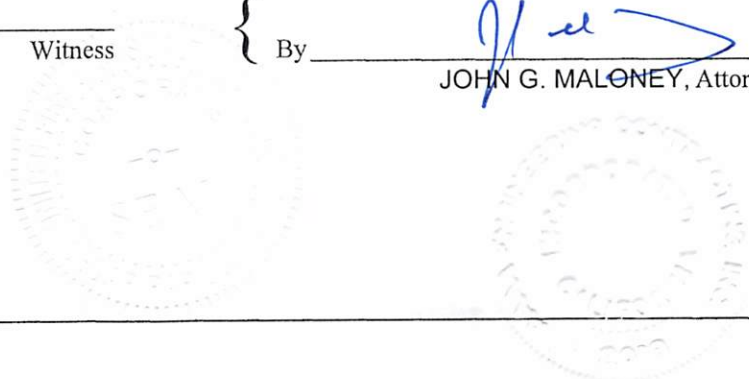
WHEREAS, the Principal has submitted a bid for INSTALLATION OF WATER METER REGISTER REPLACEMENT AND
ADVANCED METERING INFRASTRUCTURE UPGRADE.
BID NO. 03-2024-12

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13TH day of DECEMBER, 2024.

Witness
} AAAA ENGINEERING CONTRACTING, INC. (Seal)
Principal
By [Signature]
WESTON T. ARTHURS, PRESIDENT Title

Witness
} UNITED FIRE & CASUALTY COMPANY
By [Signature]
JOHN G. MALONEY, Attorney-in-Fact



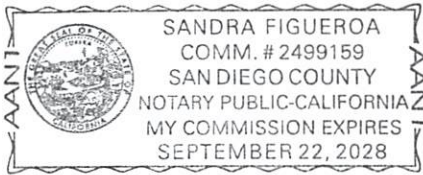
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 DIEGO }
On 12/13/2024 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared JOHN G. MALONEY
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: JOHN G. MALONEY

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN G MALONEY, HELEN MALONEY, MARK D IATAROLA, SANDRA FIGUEROA, TRACY LYNN RODRIGUEZ, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, 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 subscribed my name and affixed the corporate seal of the said Corporations this 13TH day of DECEMBER, 2024.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



Laurel Ag & Water Bid



EXHIBIT A

Bid Proposal Form

BID PROPOSAL

TO: **CAMBRIA COMMUNITY SERVICE DISTRICT**, a California Special Services District, acting by and through its Board of Directors ("the District").

FROM:

Laurel Ag & Water
(Name of Bidder)

4700 Stockdale Hwy, Suite 120
(Address)

Bakersfield, CA 93309
(City, State, Zip Code)

661-573-8767
(Telephone)

zscott@laurel-ag.com
(E-mail Address of Bidder's Representative(s))

Zachary Scott.
(Name(s) of Bidder's Authorized Representative(s))

1 Bid Proposal:

Total Bid Amount	\$371,313.50
------------------	--------------

1.1 **Bid Proposal Amount.** The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

Bid Number:
03-2024-12

Project Name/Description:
Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade

for the sum of:

Bid Amount Spelled Out:	Three hundred seventy one thousand three hundred and thirteen dollars and fifty cents
-------------------------	---

Bid Amount (Dollar Amount - Numeric):	\$371,313.50
---------------------------------------	--------------

Per-piece, unit amount: \$74.26

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Initials CL

Addenda Nos. Number 1 received, acknowledged and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District's award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2 Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal and "Attachment A" the following: (a) Bid Security; (b) Subcontractors List; and (c) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3 Award of Contract. If the Bidder submitting this Bid Proposal and "Attachment A" is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 etseq., under the following classification(s): Class A - General Engineering bearing License Number(s)

License Number(s)	Expiration Date(s)
1050590	2/28/2025
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5 **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)

By: Curtis Lutje
(Signature)

Curtis Lutje here to enter text.
(Typed or Printed Name)

Vice President of Sales
(Title)

Attachment A to Bid Form

Bidders shall provide the following attachments after this page to complete their bid:

- a.) Bid Security**
- b.) List of Subcontractors**
- c.) Non-collusion Declaration**
- d.) Certificate of Workers Compensation**

LIST OF SUBCONTRACTORS FORM

Pursuant to the provisions set forth in Sections 4100-4113, inclusive of the Public Contract Code of the State of California, it is required that the Contractor set forth in his Bid the name and principal business address of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction. Vendors or suppliers of materials, only, are not required to be listed.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, on or about the construction of the project, in excess of 1/2 of 1% of the Contractor's total Bid, he shall be deemed to have agreed to perform such portion himself, using his own resources and employed personnel and he shall not be permitted to sub-contract that portion of the work, except under the conditions set forth in Section 4107 of the Public Contract Code. Subcontractors shall not sublet their work as a whole.

Should the Contractor violate any of the provisions of said Chapter, his so doing will be deemed a violation of his Contract and the awarding authority shall have the right to terminate the Contractor's control over the work. Upon any such violation, the Contractor may be subject to such penalties as are prescribed by Law.

In the event of an inadvertent error in the California Contractor number is made for a subcontractor listed, such error shall not be grounds for filing a bid protest or grounds for considering a bid nonresponsive. The corrected license number must be submitted within 24 hours after bid opening and corrected contractor's license number must correspond to the submitted name and location.

If the prospective contractor fails to correct an inadvertent error for a listed subcontractor's license number within the 24-hour time period, the Owner may find the bid nonresponsive.

The prospective contractor shall be solely responsible to correct any errors in the notation of the listed subcontractors California Contractor's license number;

Failure to submit a corrected California Contractor's license number in compliance with the process set forth above will cause the bid to be nonresponsive.

SUBCONTRACTOR LIST

Portion of Work	Click or tap here to enter text.
Subcontractor Name	Click or tap here to enter text.
Subcontractor Address	Click or tap here to enter text.
California CSLB Number	Click or tap here to enter text.
DIR Registration Number	Click or tap here to enter text.
DIR Registration Number Expiration Date	Click or tap here to enter text.

Portion of Work	Click or tap here to enter text.
Subcontractor Name	Click or tap here to enter text.
Subcontractor Address	Click or tap here to enter text.
California CSLB Number	Click or tap here to enter text.
DIR Registration Number	Click or tap here to enter text.
DIR Registration Number Expiration Date	Click or tap here to enter text.

Portion of Work	Click or tap here to enter text.
Subcontractor Name	Click or tap here to enter text.
Subcontractor Address	Click or tap here to enter text.
California CSLB Number	Click or tap here to enter text.
DIR Registration Number	Click or tap here to enter text.
DIR Registration Number Expiration Date	Click or tap here to enter text.

Portion of Work	Click or tap here to enter text.
Subcontractor Name	Click or tap here to enter text.
Subcontractor Address	Click or tap here to enter text.
California CSLB Number	Click or tap here to enter text.
DIR Registration Number	Click or tap here to enter text.
DIR Registration Number Expiration Date	Click or tap here to enter text.

ADD ADDITIONAL FORMS AS NECESSARY TO LIST ALL SUBCONTRACTORS

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, Curtis Lutje. declare that I am the authorized representative of Laurel Ag & Water, the party making the foregoing bid. [Click or tap here to](#)

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 December 18, 2024, at Bakersfield [city], California [state], [redacted]

Curtis Lutje Vice President of Sales

(Signature and Title of Declarant)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT:

I, Curtis Lutje. the Vice President of Sales
of Laurel Ag & Water., declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

Laurel Ag & Water
(Contractor Name)

By: Curtis Lutje
(Signature)

Curtis Lutje
(Typed or printed name)

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: **December 10, 2024**

BID DOCUMENT NUMBER 03-2024-12

Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade Project

A. This Addendum shall be considered part of the bid documents for the above-referenced project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

1. Under Notice to Bidders, in the section titled "Award" after the sentence "The District intends to award a contract to the responsive, and responsible bidder with the lowest total bid price." Add the following: "The bid submitted must be on a per-piece, unit-cost basis for a minimum of 3500 water meter upgrades."
2. Under the project schedule, the anticipated schedule in the table following will be the official schedule for the project unless agreed to and modified in writing by both parties. This schedule supersedes any discussion of project timelines during the pre-bid meeting.

Table 1. Project schedule.

Milestone	Date
RFP Issued	11/13/2024
Mandatory Pre-Bid Meeting	12/5/2024 at 9 AM
Deadline for Clarifications/Inquiries	12/13/2024
Deadline to Submit Bids	12/18/2024
CCSD Selection of Contractor	1/9/2024
Contract Negotiations	1/10/2024 - 1/23/2024
Notice to Proceed	1/24/2024
Construction Start Date	1/28/2024
Construction Completion Date	8/1/2024

- 3. The expected percentage of meter boxes needing minor bush trimming, weed clearing, and/or dirt removal for access is 10%. The CCSD will work diligently to reduce that number as low as possible, but the bid should be submitted with the knowledge that some clearing by the contractor will be necessary.

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name _____

Contact Person _____

Signature _____

Date _____



ATLANTIC SPECIALTY INSURANCE COMPANY
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Laurel Ag & Water LLC
4700 Stockdale Highway Ste 120
Bakersfield, CA 93309

OWNER:
(Name, legal status and address)

Cambria Community Services District
2150 Main Street #1-A
Cambria, CA 93428

BOND AMOUNT: TEN PERCENT THE AMOUNT BID IN DOLLARS (10%)

PROJECT:
(Name, location or address and Project number, if any)

Installation of Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade
Bid No. 03-2024-12
5500 Health Lane, Cambria, CA 93428

SURETY:
(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of December, 2024.

[Signature]
(Witness)

[Signature]
Albert Febres-Cordero
(Witness)

Laurel Ag & Water LLC
, Principal (Seal)
AM
(Title)

Atlantic Specialty Insurance Company
(Surety)
Mary Smith
MARY SMITH, Attorney in Fact (Title), (Seal)

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond 2010 edition.

CALIFORNIA ALL-PURPOSE 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 Los Angeles)

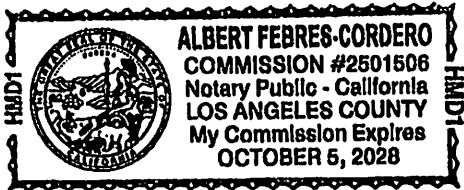
On December 17, 2024 before me, Albert Febres-Cordero, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared MARY SMITH
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.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Mary Smith, Ronald C. Wanglin, Steve Brockmeyer, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

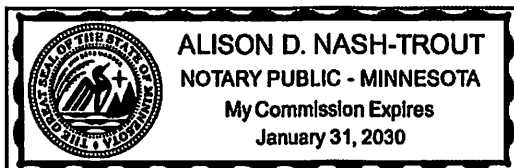
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.




By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of December, 2024




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0H64724	CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED AC Irrigation Holdco., LLC dba Laurel Ag & Water 4700 Stockdale Hwy Suite 120 Bakersfield CA 93309	INSURER A: Zurich American Insurance Company 16535	
	INSURER B: Continental Insurance Company 35289	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 83057958

REVISION NUMBER:

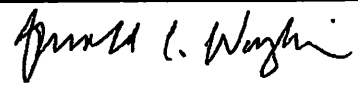
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		GLO9951508-00	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/>		BAP9951507-00	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 7095070791	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WC9951509-00	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL & Auto Additional Insured apply per UGL2162ACW0219 & UCA424FCW0414 attached, only if required by written contract/agreement. GL & Auto Primary & Non-Contributory Wording apply per UGL2162ACW0219 & UCA424FCW0414 attached. WC Waiver of Subrogation applies per WC0403060484 attached. GL, Auto & WC Cancellation Clauses apply per IL00171198 & WC040601B attached. Re: BID # 03-2024-12, Cambria Public Works Project. Additional Insured(s): Cambria Community Services District, its officials, employees, agents and volunteers.

CERTIFICATE HOLDER**CANCELLATION**

BID # 03-2024-12 Cambria Community Services District 5500 Heath Lane Cambria, CA 93428	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Ron Wanglin
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ACORD 25 (2016/03)

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ZURICH®

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9951507-00	12/1/2024	12/1/2025				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee Exclusion** contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing Exclusion** in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the **Business Auto Coverage Form** and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the **Motor Carrier Coverage Form**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage Provision** of the **Physical Damage Coverage Section**:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage Section** of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage Section**:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties under this policy will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO9951508-00

Effective Date: 12/1/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance Condition** of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance Condition** under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

12/01/2024

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSON AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.	

POLICY NUMBER: WC9951509-00

CALIFORNIA CANCELTION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancelation:

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
 - h. The occurrence of a material change in the ownership of your business;
 - i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - j. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - k. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 04 06 01 (B)**

POLICY NUMBER: WC9951509-00

- 4. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California and 20 days if the place of mailing or your mailing address is outside of the United States.
- 5. The policy period will end on the day and hour stated in the cancelation notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/1/2024	Policy No. WC9951509-00	Endorsement No.
Insured AC Irrigation Holdco., LLC		Premium \$
Insurance Company	Countersigned by _____	

Form WC 04 06 01 (B)

DATE OF ISSUE: 12/1/2024

ST ASSIGN:

Page 2 of 2



Brough Construction, Inc.

Bid



EXHIBIT A

Bid Proposal Form

BID PROPOSAL

TO: CAMBRIA COMMUNITY SERVICE DISTRICT, a California Special Services District, acting by and through its Board of Directors ("the District").

FROM:

Brough Construction, Inc.
(Name of Bidder)

634 Printz Road
(Address)

Arroyo Grande, CA 93420
(City, State, Zip Code)

805-489-7779
(Telephone)

jeff@broughconstruction.com
(E-mail Address of Bidder's Representative(s))

Jeffrey Brough
(Name(s) of Bidder's Authorized Representative(s))

1 Bid Proposal:

Per Unit Bid Amount	\$150.00
---------------------	----------

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

Bid Number:
03-2024-12

Project Name/Description:
Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade

for the per unit sum of:

Bid Amount Spelled Out:	
One hundred fifty dollars and zero cents	
Bid Amount (Dollar Amount - Numeric):	150.00

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Initials JB

Addenda Nos. 1 received, acknowledged and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder’s price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District’s award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2 Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal and “Attachment A” the following: (a) Bid Security; (b) Subcontractors List; and(c) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3 Award of Contract. If the Bidder submitting this Bid Proposal and “Attachment A” is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; (d) the Certificate of Workers’ Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescission of the award of the Contract and/or forfeiture of the Bidder’s Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4 Contractor’s License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 etseq., under the following classification(s): Class A- General Engineering bearing License Number(s)

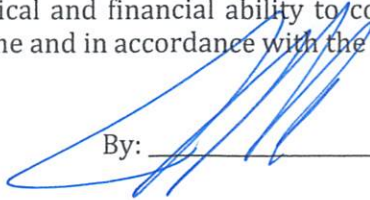
License Number(s)	Expiration Date(s)
851220	05/31/2026
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review

and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)

By:  _____
(Signature)

Jeffrey Brough _____
(Typed or Printed Name)

President _____
(Title)



Attachment A to Bid Form

Bidders shall provide the following attachments after this page to complete their bid:

- a.) Bid Security**
- b.) List of Subcontractors**
- c.) Non-collusion Declaration**
- d.) Certificate of Workers Compensation**

BID BOND

KNOW ALL BY THESE PRESENTS, That we, BROUGH CONSTRUCTION, INC.

of 634 PRINTZ RD. ARROYO GRANDE, CA 93420 (hereinafter called the Principal),

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

(hereinafter called the Surety), as Surety are held and firmly bound unto CAMBRIA COMMUNITY SERVICE DISTRICT

(hereinafter called the Obligee) in the penal sum of TEN PERCENT OF AMOUNT BID

Dollars (\$ 10%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for INSTALLATION OF WATER METER REGISTER REPLACEMENT AND ADVANCED METERING INFRASTRUCTURE UPGRADE.

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 12TH day of DECEMBER, 2024.

[Signature]

Witness

BROUGH CONSTRUCTION, INC. (Seal)

Principal
[Signature], President

Title

Witness

THE OHIO CASUALTY INSURANCE COMPANY
By [Signature]

KEVIN E. VEGA Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205638-969577

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega; Myrna Smith; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of December, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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.

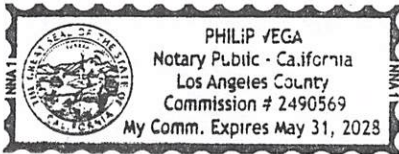
State of California }
 } ss.
 County of LOS ANGELES }

On December 12th, 2024 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer
 personally appeared Kevin E. Vega, Attorney-in-Fact
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.



Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer Title(s): _____ <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____	Signer's Name: _____ <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer Title(s): _____ <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____
Right Thumbprint of Signer Top of thumb here	Right Thumbprint of Signer Top of thumb here
Signer is Representing: _____ _____ _____	Signer is Representing: _____ _____ _____

LIST OF SUBCONTRACTORS FORM

Pursuant to the provisions set forth in Sections 4100-4113, inclusive of the Public Contract Code of the State of California, it is required that the Contractor set forth in his Bid the name and principal business address of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction. Vendors or suppliers of materials, only, are not required to be listed.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, on or about the construction of the project, in excess of 1/2 of 1% of the Contractor's total Bid, he shall be deemed to have agreed to perform such portion himself, using his own resources and employed personnel and he shall not be permitted to sub-contract that portion of the work, except under the conditions set forth in Section 4107 of the Public Contract Code. Subcontractors shall not sublet their work as a whole.

Should the Contractor violate any of the provisions of said Chapter, his so doing will be deemed a violation of his Contract and the awarding authority shall have the right to terminate the Contractor's control over the work. Upon any such violation, the Contractor may be subject to such penalties as are prescribed by Law.

In the event of an inadvertent error in the California Contractor number is made for a subcontractor listed, such error shall not be grounds for filing a bid protest or grounds for considering a bid nonresponsive. The corrected license number must be submitted within 24 hours after bid opening and corrected contractor's license number must correspond to the submitted name and location.

If the prospective contractor fails to correct an inadvertent error for a listed subcontractor's license number within the 24-hour time period, the Owner may find the bid nonresponsive.

The prospective contractor shall be solely responsible to correct any errors in the notation of the listed subcontractors California Contractor's license number;

Failure to submit a corrected California Contractor's license number in compliance with the process set forth above will cause the bid to be nonresponsive.

SUBCONTRACTOR LIST

Portion of Work	Click or tap here to enter text.
Subcontractor Name	Click or tap here to enter text.
Subcontractor Address	Click or tap here to enter text.
California CSLB Number	Click or tap here to enter text.
DIR Registration Number	Click or tap here to enter text.
DIR Registration Number Expiration Date	Click or tap here to enter text.

Portion of Work	Click or tap here to enter text.
Subcontractor Name	Click or tap here to enter text.
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Subcontractor Address	Click or tap here to enter text.
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DIR Registration Number	Click or tap here to enter text.
DIR Registration Number Expiration Date	Click or tap here to enter text.

ADD ADDITIONAL FORMS AS NECESSARY TO LIST ALL SUBCONTRACTORS

NONCOLLUSION DECLARATION

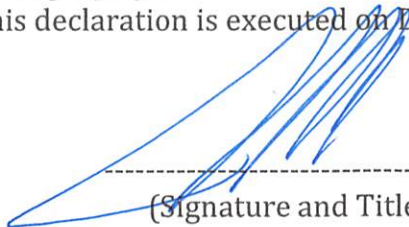
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, Jeffrey Brough, declare that I am the authorized representative of Brough Construction, 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 December 17, 2024, at Arroyo Grande [city], California [state].

 - President

(Signature and Title of Declarant)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT:

I, Jeffrey Brough the President

of Brough Construction, Inc. , declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

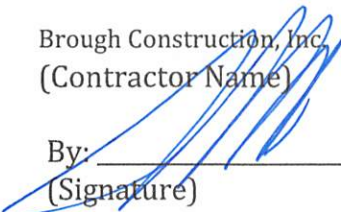
“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

Brough Construction, Inc.
(Contractor Name)

By: 
(Signature)

Jeffrey Brough
(Typed or printed name)

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: **December 10, 2024**

BID DOCUMENT NUMBER 03-2024-12

Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade Project

A. This Addendum shall be considered part of the bid documents for the above-referenced project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

1. Under Notice to Bidders, in the section titled "Award" after the sentence "The District intends to award a contract to the responsive, and responsible bidder with the lowest total bid price." Add the following: "The bid submitted must be on a per-piece, unit-cost basis for a minimum of 3500 water meter upgrades."
2. Under the project schedule, the anticipated schedule in the table following will be the official schedule for the project unless agreed to and modified in writing by both parties. This schedule supersedes any discussion of project timelines during the pre-bid meeting.

Table 1. Project schedule.

Milestone	Date
RFP Issued	11/13/2024
Mandatory Pre-Bid Meeting	12/5/2024 at 9 AM
Deadline for Clarifications/Inquiries	12/13/2024
Deadline to Submit Bids	12/18/2024
CCSD Selection of Contractor	1/9/2024
Contract Negotiations	1/10/2024 - 1/23/2024
Notice to Proceed	1/24/2024
Construction Start Date	1/28/2024
Construction Completion Date	8/1/2024

- The expected percentage of meter boxes needing minor bush trimming, weed clearing, and/or dirt removal for access is 10%. The CCSD will work diligently to reduce that number as low as possible, but the bid should be submitted with the knowledge that some clearing by the contractor will be necessary.

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name Brough Construction, Inc.

Contact Person Jeffrey Brough

Signature 

Date 12/17/24



Seamair Construction, Inc.

Bid



EXHIBIT A

Bid Proposal Form

BID PROPOSAL

TO: CAMBRIA COMMUNITY SERVICE DISTRICT, a California Special Services District, acting by and through its Board of Directors (“the District”).

FROM:

Seamair Construction, Inc.
(Name of Bidder)

205 Suburban Rd, Ste 2
(Address)

San Luis Obispo, Ca 93401
(City, State, Zip Code)

(805) 439-4362
(Telephone)

jmeinert@seamairinc.com / gphelan@seamairinc.com
(E-mail Address of Bidder’s Representative(s))

Patrick Gregory Phelan
(Name(s) of Bidder’s Authorized Representative(s))

1 Bid Proposal:

Per Unit Bid Amount	\$222.13
---------------------	----------

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

Bid Number:
03-2024-12

Project Name/Description:
Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade

for the per unit sum of:

Bid Amount Spelled Out:	Seven hundred seventy seven thousand four hundred sixty one dollars & zero cents
-------------------------	--

Bid Amount (Dollar Amount - Numeric):	\$777,461.00
---------------------------------------	--------------

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 **Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Initials **PGP**

Addenda Nos. **1** received, acknowledged and incorporated into this Bid Proposal.

1.3 **Alternate Bid Items.** The Bidder’s price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District’s award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2 **Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal and “Attachment A” the following: (a) Bid Security; (b) Subcontractors List; and(c) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3 **Award of Contract.** If the Bidder submitting this Bid Proposal and “Attachment A” is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; (d) the Certificate of Workers’ Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescission of the award of the Contract and/or forfeiture of the Bidder’s Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4 **Contractor’s License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 etseq., under the following classification(s): **A B C61/D12 HAZ** bearing License Number(s)

License Number(s)	Expiration Date(s)
1014609	5/31/2026

The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5 **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.



By: _____
(Signature)

Patrick Gregory Phelan _____
(Typed or Printed Name)

President _____
(Title)

Attachment A to Bid Form

Bidders shall provide the following attachments after this page to complete their bid:

- a.) Bid Security**
- b.) List of Subcontractors**
- c.) Non-collusion Declaration**
- d.) Certificate of Workers Compensation**

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

PHILIP E VEGA, MYRNA F SMITH, KEVIN VEGA, BRITTON CHRISTIANSEN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 9th day of December, 2024.

[Handwritten signature of Laura B. Guy]

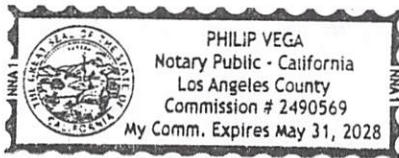
Assistant Secretary

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 }
 } ss.
 County of LOS ANGELES }

On December 9th, 2024 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer
 personally appeared Kevin Vega, Attorney-in-Fact
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.

Signature: _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of 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'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

Right Thumbprint of Signer
 Top of thumb here

Signer is Representing:

Signer is Representing:

LIST OF SUBCONTRACTORS FORM

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Failure to submit a corrected California Contractor's license number in compliance with the process set forth above will cause the bid to be nonresponsive.

No Subcontractors

SUBCONTRACTOR LIST

Portion of Work	Click or tap here to enter text.
Subcontractor Name	Click or tap here to enter text.
Subcontractor Address	Click or tap here to enter text.
California CSLB Number	Click or tap here to enter text.
DIR Registration Number	Click or tap here to enter text.
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ADD ADDITIONAL FORMS AS NECESSARY TO LIST ALL SUBCONTRACTORS

NONCOLLUSION DECLARATION

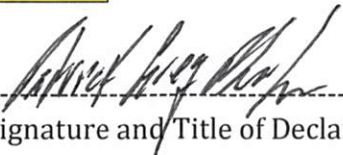
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, Patrick Gregory Phelan. declare that I am the authorized representative of Seamair
Constructon, 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 December 18, 2024, at San Luis Obispo
[city], CA[state].



(Signature and Title of Declarant)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT:

I, Patrick Gregory Phelan the President

of Seamair Construction, Inc., declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

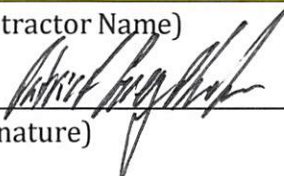
(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

Seamair Construction, Inc.

(Contractor Name)

By: 
(Signature)

Patrick Gregory Phelan

(Typed or printed name)

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: **December 10, 2024**

BID DOCUMENT NUMBER 03-2024-12

Water Meter Register Replacement and Advanced Metering Infrastructure Upgrade Project

A. This Addendum shall be considered part of the bid documents for the above-referenced project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

1. Under Notice to Bidders, in the section titled "Award" after the sentence "The District intends to award a contract to the responsive, and responsible bidder with the lowest total bid price." Add the following: "The bid submitted must be on a per-piece, unit-cost basis for a minimum of 3500 water meter upgrades."
2. Under the project schedule, the anticipated schedule in the table following will be the official schedule for the project unless agreed to and modified in writing by both parties. This schedule supersedes any discussion of project timelines during the pre-bid meeting.

Table 1. Project schedule.

Milestone	Date
RFP Issued	11/13/2024
Mandatory Pre-Bid Meeting	12/5/2024 at 9 AM
Deadline for Clarifications/Inquiries	12/13/2024
Deadline to Submit Bids	12/18/2024
CCSD Selection of Contractor	1/9/2024
Contract Negotiations	1/10/2024 - 1/23/2024
Notice to Proceed	1/24/2024
Construction Start Date	1/28/2024
Construction Completion Date	8/1/2024

- The expected percentage of meter boxes needing minor bush trimming, weed clearing, and/or dirt removal for access is 10%. The CCSD will work diligently to reduce that number as low as possible, but the bid should be submitted with the knowledge that some clearing by the contractor will be necessary.

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name Seamair Construction, Inc.

Contact Person Patrick Gregory Phelan

Signature 

Date December 13, 2024