# SWEETWATER SPRINGS WATER DISTRICT

**TO:** Board of Directors **AGENDA NO. V-C**

**FROM:** Ed Fortner, General Manager

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**Meeting Date: March 5, 2020**

**SUBJECT: Discussion / Action re Approval of Resolution 20-10 Emergency Contract for Lower Harrison Tank Driveway Retaining Wall Project**

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**RECOMMENDED ACTION:** Adopt Resolution No. 20-10 A Resolution of the Board of Directors of the Sweetwater Springs Water District Authorizing the Execution of the Emergency Contract with Piazza Construction for the Lower Harrison Tank Driveway Retaining Wall Project.

**FISCAL IMPACT:** $137,048.25

**DISCUSSION:**

In the Winter of 2018-2019, due to heavy rains in Monte Rio, California at the Lower Harrison Tank site, the bank subsided and slid, and the driveway and parking area paving became cracked and damaged. The drive and parking area were deemed unsafe to access by vehicle.

The District has had professional engineering advice that this section of the drive and parking area could incur further failure and potentially damage the Lower Harrison Tank. The District advertised for bids for construction of a retaining wall and repaving of the dive and parking area.

Piazza Construction was low bidder for constructing the project at $137,048.25. Piazza Construction can respond quickly to the Lower Harrison Tank location to make the necessary repairs.

Award of the Emergency Contract for this project is strongly recommended.

# Resolution No. 20-10

## A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT ADOPTING FINDINGS AND AUTHORIZING A CONTRACT WITH PIAZZA CONSTRUCTION FOR EMERGENCY WORK TO REPAIR SUBSIDENCE AT THE LOWER HARRISON TANK SITE IN MONTE RIO, CALIFORNIA FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF $137,048.25, WITH AUTHORIZATION OF CHANGE ORDERS UP TO $10,000.00.

**WHEREAS,** in the Winter of 2018-2019, due to heavy rains in Monte Rio, California at the Lower Harrison Tank site, the bank subsided and slid; and

**WHEREAS,** the driveway and parking area paving became cracked and damaged; and

**WHEREAS,** the drive and parking area were deemed unsafe to access by vehicle; and

**WHEREAS,** the District received professional engineering advice that this section of the drive and parking area could incur further failure and potentially damage the Lower Harrison Tank; and

**WHEREAS,** it is the opinions of District staff and the engineering services that this drive and parking area should be repaired with a retainer wall as soon as possible to prevent catastrophic failure; and

**WHEREAS,** the District has used the trusted contractor Piazza Construction for constructing the 2019 CIP which includes the ATEC filter system in Monte Rio and Coastland Engineering has provided engineering services for previous District work; and

**WHEREAS,** Piazza Construction and Coastland Engineering can respond quickly to the Lower Harrison Tank location to make the necessary repair which is essentially the construction of a retainer wall; and

**WHEREAS,** District determine that the construction cost of the repair will be approximately $137,048.25; and

**WHEREAS,** pursuant to California Public Contract Code Section 22168, the public interest and necessity demand the immediate commencement of the repair work on the Lower Harrison Tank site and the expenditure of public money for such work to safeguard life, health and property; and

**WHEREAS,** the competitive bidding of the emergency work needed at Lower Harrison Tank site was advertised, and Piazza Construction submitted the lowest complete bid; and

**WHEREAS,** the emergency work necessary at the Lower Harrison Tank site is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 15269, subparagraphs (b) and (c).

**NOW, THEREFORE BE IT RESOLVED,** as follows:

1. The General Manager is hereby authorized and directed to execute on behalf of the District contracts with Piazza Construction for the performance of the emergency work described above at the not to exceed the contract price of $137,048.25 with General Manager authority of up to $10,000 of any approved change orders.

2. The emergency work ordered at the Lower Harrison Tank site is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 15269, subparagraphs (b) and (c) and District staff are directed to file a notice of exemption concerning this emergency work with the Sonoma County Clerk in accordance with California Code of Regulations Title 14, Section 15062.

**********

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on March 5, 2020, by the following vote.

| Director | Aye | No |
|---|---|---|
| Sukey Robb-Wilder | _____ | _____ |
| Tim Lipinski | _____ | _____ |
| Richard Holmer | _____ | _____ |
| Gaylord Schaap | _____ | _____ |
| Larry Spillane | _____ | _____ |

_____

Sukey Robb-Wilder

Vice-President of the Board of Directors

_____

Attest: Julie A. Kenny

Clerk of the Board of Directors

## SWEETWATER SPRINGS WATER DISTRICT LOWER HARRISON TANK DRIVEWAY RETAINING WALL PROJECT

## BID TABULATION

| | | ENGINEERS COST ESTIMATE | | | | | REGE | | | PIAZZA | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Item Description** | **Estimated** | **Unit of Measure** | **Unit Cost** | **Item Total** | | **Unit Cost** | **Item Total** | | **Unit Cost** | **Item Total** |
| 1 | Traffic Control System | 1 | LS | $10,000.00 | $10,000.00 | | $3,974.32 | $3,974.32 | | $2,210.00 | $2,210.00 |
| 2 | Roadway Excavation | 49 | CY | $150.00 | $7,350.00 | | $363.29 | $17,801.21 | | $121.00 | $5,929.00 |
| 3 | Erosion Control | 1 | LS | $7,500.00 | $7,500.00 | | $5,308.76 | $5,308.76 | | $3,225.00 | $3,225.00 |
| 4 | Class 2 Aggregate Base | 36 | CY | $250.00 | $9,000.00 | | $184.60 | $6,645.60 | | $393.00 | $14,148.00 |
| 5 | Asphalt Concrete | 28 | Tons | $350.00 | $9,800.00 | | $369.40 | $10,343.20 | | $425.00 | $11,900.00 |
| 6 | Cast in Place Concrete Piles | 13 | CY | $2,000.00 | $26,000.00 | | $617.98 | $8,033.74 | | $1,925.00 | $25,025.00 |
| 7 | Steel Soldier Pile (HP 12x84) | 209 | LF | $210.00 | $43,890.00 | | $164.55 | $34,390.95 | | $115.00 | $24,035.00 |
| 8 | Timber Lagging | 384 | SF | $60.00 | $23,040.00 | | $41.37 | $15,886.08 | | $56.75 | $21,792.00 |
| 9 | Subsurface Drain (4" Perforated PVC) | 45 | LF | $50.00 | $2,250.00 | | $142.38 | $6,407.10 | | $305.25 | $13,736.25 |
| 10 | Subsurface Drain (4" Solid PVC) | 14 | LF | $50.00 | $700.00 | | $205.57 | $2,877.98 | | $152.00 | $2,128.00 |
| 11 | Subsurface Drain Cleanout with Gripper Plug (4" Solid PVC) | 2 | EA | $500.00 | $1,000.00 | | $861.93 | $1,723.86 | | $250.00 | $500.00 |
| 12 | Drainage Inlet - 24"x24" | 1 | EA | $1,500.00 | $1,500.00 | | $3,220.20 | $3,220.20 | | $2,795.00 | $2,795.00 |
| 13 | 12" Storm Drain | 19 | LF | $300.00 | $5,700.00 | | $163.70 | $3,110.30 | | $285.00 | $5,415.00 |
| 14 | Rock Slope Protection | 2 | CY | $200.00 | $400.00 | | $1632.74 | $3,265.48 | | $1355.00 | $2,710.00 |
| 15 | Mobilization | 1 | LS | $7,000.00 | $7,000.00 | | $14,433.52 | $14,433.52 | | $1,500.00 | $1,500.00 |

| | |
|---|---|
| Subtotal | $155,130.00 |
| 15% Contingency | $23,269.50 |
| **Total Construction Cost** | **$178,399.50** |

**$137,422.30**

**$137,048.25**

# CONSTRUCTION AGREEMENT (MINOR)

## Lower Harrison Tank Driveway Retaining Wall Project

THIS CONSTRUCTION AGREEMENT ("Agreement") is entered into and effective as of the sixth day of March in the year 2020, by and between the Sweetwater Springs Water District ("District") and Piazza Construction ("Contractor") (collectively, "Parties").

District and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1. WORK

Contractor shall complete the work as described and/or depicted in **Exhibit A** ("Work"), attached hereto and incorporated by reference herein, upon the terms and conditions set forth herein.

## ARTICLE 2. COMPLETION OF WORK

The Work shall be completed to the satisfaction of District by April 20, 2020.

## ARTICLE 3. CONTRACT PRICE /PAYMENT

A. District shall pay Contractor the aggregate sum of One Hundred Thirty Seven Thousand and Forty Eight Dollars and Twenty Five Cents ($137,048.25), for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement ("Contract Price").

B. Such compensation shall be paid by District within thirty (30) days following written notice of District's acceptance of the Work.

## ARTICLE 4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement 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, Contractor's agents, representatives and employees.

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form covering automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.

3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Contractor shall sign a declaration as described in California Health and Safety Code Section 19825.

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

1. General Liability: $2,000,000 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.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation statutory limit and Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees and volunteers are to be covered as Insureds as respects: liability arising out of work or operations as performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District , its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District .

4. The Workers' Compensation endorsement shall contain a Waiver of Subrogation against the District. The Contractor shall provide to the District an endorsement from the Worker's Compensation insurer, if any, agreeing to waive all rights of subrogation against the District for injuries to employees of the Insured resulting from work for the District or use of the District's premises or facilities.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District .

F. Verification of Coverage. Contractor shall furnish the District with original certificates and amendatory endorsements effective coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms provided those endorsements conform to the District's requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

## ARTICLE 5. BONDS/CONTRACTOR'S GUARANTEE

A. A labor and materials (payment) bond is_____**required /** **X not required** for this Agreement. If required for this Agreement, before beginning the Work, Contractor shall provide a labor and materials bond in the amount of one hundred percent (100%) of the Contract Price, and which conforms with the requirements of Civil Code section 3248, as may be amended from time to time.

B. A performance bond is **required /** X **not required** for this Agreement. If required for this Agreement, before beginning the Work, Contractor shall provide a performance bond in the amount of one hundred percent (100%) of the Contract Price to guarantee faithful performance of the Work.

C. Contractor shall guarantee the Work to be free of defects in material and workmanship for a period of one (1) year following the District's acceptance of the Work ("Contractor's Guarantee"). As part of Contractor's Guarantee, Contractor agrees to make, at Contractor's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The Contractor's Guarantee is effective regardless of whether or not a maintenance bond is required by the District for this Agreement.

D. A maintenance bond is **required /** X **not required** for this Agreement. If required for this Agreement, prior to acceptance of the Work, Contractor shall provide a maintenance bond in the amount of ten percent (10%) of the Contract Price as a security for the Contractor's Guarantee. The maintenance bond shall remain in force for one (1) year following the District's acceptance of the Work.

E. Any and all bonds required for this Agreement shall be in a form acceptable to the District Counsel. Any such bond must be issued by a corporate surety which is an admitted surety insurer in the State of California. Any bond signed by an agent must be accompanied by a certified copy of such agent's authority to act. If the surety on any bond provided by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, Contractor shall, within seven (7) days thereafter, substitute another bond and surety in accordance with the requirements set forth herein.

## ARTICLE 6. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between District and Contractor consist of this Agreement and exhibits thereto and the following ("Contract Documents"):

- District- approved drawings and specifications, and bid documents for the Work;
- Any written amendment or change order approved by the District after the effective date of this Agreement;
- Any bonds required pursuant to Article 5 of this Agreement;
- **Other:_____.**

The Contract Documents may only be amended by prior written authorization of the General Manager or his designee.

## ARTICLE 7. LIQUIDATED DAMAGES

A. District and Contractor recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the Work is not completed within the time specified in Article 2 herein, plus any extensions previously authorized in writing by the General Manager or his designee. It is and will be difficult and/or impossible to ascertain and determine the actual damage which District will sustain in the event of and by reason of Contractor's failure to fully perform the Work or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Contract Documents. It is agreed in accordance with California Government Code Section 53069.85, as may be amended from time to time, that Contractor will forfeit and pay to District liquidated damages in the sum of $1,500.00 per day for each and every calendar day that expires after the time for completion specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Contract Documents except as otherwise provided by extension of time previously authorized in writing by the General Manager or his designee. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this contract was made, and that District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due to Contractor.

B. Liquidated damages will continue to accrue at the stated rate until final completion of the Work. Accrued liquidated damages may be deducted by District from amounts due or that become due to Contractor for performance of the Work. Liquidated damages may not be waived or reduced by District unless expressly waived or reduced in writing by the General Manager or his designee.

## ARTICLE 8. PREVAILING WAGES

A. Pursuant to California Labor Code Section 1771, Contractor and any subcontractor shall pay all workers employed in execution of the Work in accordance with the general rate of per diem wages specified for each craft, classification, or type of worker needed to execute the Work. Copies of the prevailing rates of per diem wages are on file at the Recording Secretary's office, and shall be made available to any interested party on request.

B. Contractor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

C. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.

D. Contractor and any subcontractor shall fully comply with California Labor Code Section 1777.5, concerning apprentices, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.

E. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Agreement. Contractor and any subcontractor shall pay workers overtime pay as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the Town, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

## ARTICLE 9. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Work or its

failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Pursuant to California Public Contract Code Section 9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

## ARTICLE 10. DISCLAIMER CONCERNING LABOR CODE SECTION 6400

Contractor understands and agrees that with respect to performance of the Work, and notwithstanding any provision in this Agreement to the contrary, Contractor, and/or its privities, including, without limitation, subcontractors, suppliers and other engaged by Contractor in the performance of the Work shall be "employers" for purposes of California Labor Code Section 6400 and related provisions of law, and that neither District nor its officials, officers, employees, agents, volunteers or consultants shall be "employers" pursuant to California Labor Code Section 6400.

## ARTICLE 11. TERMINATION

Notwithstanding any other provision set forth herein, District may terminate or suspend this Agreement immediately for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor, including, without limitation, a breach of any of Contractor's covenants, representations or guarantees provided herein. Upon receipt of notice of termination or suspension, Contractor shall immediately stop all work in progress under this Agreement. Without limiting the generality of the foregoing, District may terminate this Agreement if Contractor fails to perform the Work within the time specified in Article 2, or any written extension thereof. If District terminates this Agreement for cause, District may undertake to have the Work completed by its own workforce or by substitution of contractor, and Contractor shall be liable to District for any excess cost incurred by District as a result. In the event of such termination, Contractor shall be entitled to payment for all Work performed to date of termination to the extent such services were actually performed in accordance with this Agreement. Upon termination, any and all of District's documents or materials provided to Contractor and any and all of Contractor's documents and materials prepared for or relating to this Agreement shall be delivered to the District as soon as possible, but not later than ten (10) days after the cessation of the Work.

## ARTICLE 12. CONTRACTOR CLAIMS

Contractor claims will be negotiated with owner.

## ARTICLE 13. INDEPENDENT CONTRACTOR

It is understood and agreed that in the performance of this Agreement, Contractor (including its employees and agents) is acting in the capacity of an independent contractor, and not as an agent or employee of the District. Contractor has full control over the means and methods of performing said services and is solely responsible for its acts and omissions, including the acts and omissions of its employees and agents.

## ARTICLE 14. LICENSES/PERMITS

Contractor represents that Contractor has all licenses, permits, or qualifications of whatsoever in nature, which are legally required for Contractor to perform the Work. Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement, any such licenses, permits or qualifications. **Contractor is required to possess current A licenses.**

## ARTICLE 15. INSPECTION

All Work done and materials furnished, if any, shall be subject to inspection and approval by the District .

## ARTICLE 16. SUBCONTRACTORS

Contractor must obtain the District's prior written consent for subcontracting any Work pursuant to this Agreement, including safety orders under Title 8 of California Code of Regulations. Any such subcontractor shall comply, to the extent applicable, with the terms and conditions of this Agreement. Any agreement between Contractor and a subcontractor pursuant to this Agreement shall provide that the subcontractor procure and maintain insurance coverage as required herein and which shall name District as an additional insured.

## ARTICLE 17. COMPLIANCE WITH LAWS/NON-DISCRIMINATION

Contractor shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Contractor shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

## ARTICLE 18. NOTICES

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent postage prepaid and addressed to the parties intended to be notified, as set forth herein. Notice shall be deemed given as of the date of delivery in person or as of the date deposited in any post office or post office box regularly maintained by the United States Postal Service, unless otherwise stated herein. Notice shall be given as follows:

District : Ed Fortner, General Manager
Sweetwater Springs Water District
Post Office Box 48
Guerneville, CA 95446

| | |
|---|---|
| Contractor: | Piazza Construction<br>Post Office Box 573<br>Penngrove, CA 95445<br>Attention: James A. Piazza |

**ARTICLE 19. GOVERNING LAW/VENUE**

This Agreement shall be construed and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

**ARTICLE 20. NON-WAIVER**

The District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

**ARTICLE 21. NO THIRD PARTY BENEFICIARIES**

The Parties do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

**ARTICLE 22. ASSIGNMENT**

No assignment in transfer in whole or in party of this Agreement shall be made without the prior written consent of District.

**ARTICLE 23. SEVERABILITY**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**ARTICLE 24. HEADINGS**

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

***[SIGNATURES ON FOLLOWING PAGE.]***

IN WITNESS WHEREOF, District and Contractor have caused this Agreement to be executed the day and year first above written.

| FOR DISTRICT | FOR CONTRACTOR |
| --- | --- |
| _____ | By_____ |
| Ed Fortner<br>General Manager | (Print Name) _____<br>Piazza Constriction |

APPROVED AS TO FORM:

_____
Rachel Hundley
District Counsel

## EXHIBIT A

## SCOPE OF WORK AND CONTRACT PRICE

See attached two-page Contractor proposal to the District.

`

3209305.1

**DO NOT DETACH**

# PROPOSAL

**For: Construction of the Sweetwater Springs Water District**
**Lower Harrison Water Tank Driveway Retaining Wall Project**

For the Sweetwater Springs Water District, Sonoma County, California.

TO THE BOARD OF DIRECTORS
OF THE SWEETWATER SPRINGS WATER DISTRICT

The undersigned, as bidder, declares that it has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted to contract with the Sweetwater Springs Water District, under the form of contract annexed hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the District as therein set forth, and to take in full payment thereof the following prices of the work to be done completely performed to the satisfaction of the Sweetwater Springs Water District, to-wit:

## Contractor's Bid Proposal
**Lower Harrison Water Tank Driveway Retaining Wall Project**
**Sweetwater Springs Water District**

| Item No. | Item Description | Estimated Quantity | Unit of Measure | Unit Cost (in figures) | Total Cost (in figures) |
|---|---|---|---|---|---|
| 1 | Traffic Control System | 1 | LS | 2,210.00 | 2,210.00 |
| 2 | Roadway Excavation | 49 | CY | 121.- | 5,929.00 |
| 3 | Erosion Control | 1 | LS | 3,225.- | 3,225.- |
| 4 | Class 2 Aggregate Base | 36 | CY | 393.00 | 14,148.- |
| 5 | Asphalt Concrete | 28 | Tons | 425.- | 11,900.00 |
| 6 | Cast in Place Concrete Piles | 13 | CY | 1925 | 25,025.00 |
| 7 | Steel Soldier Pile (HP 12x84) | 209 | LF | 115.00 | 24,035.00 |

| | | | | | |
|---|---|---|---|---|---|
| 8 | Timber Lagging | 384 | SF | 56.75 | 21,792.00 |
| 9 | Subsurface Drain (4" Perforated PVC) | 45 | LF | 305.25 | 13,736.25 |
| 10 | Subsurface Drain (4" Solid PVC) | 14 | LF | 152.00 | 2,128.00 |
| 11 | Subsurface Drain Cleanout with Gripper Plug (4" Solid PVC) | 2 | EA | 250.00 | 500.00 |
| 12 | Drainage Inlet - 24"x24" | 1 | EA | 2795.00 | 2795.00 |
| 13 | 12" Storm Drain | 19 | LF | 285.00 | 5415.00 |
| 14 | Rock Slope Protection | 2 | CY | 1,355.00 | 2710.00 |
| 15 | Mobilization | 1 | LS | 1,500.00 | 1500.00 |

**Total Base Bid:** $ 137,048.25

ONE HUNDRED THIRTY SEVEN FORTY EIGHT AND 25/100 **Dollars**

**Written Amount**

The undersigned further agrees to deliver and to complete the work within **25 working days**, from the date of issuance, by the District, of instructions to proceed with the work, and within 10 days of the date of mailing of the notice of award, to enter into and execute and provide to the District the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the District.

Prime Contractor PIAZZA CONSTRUCTION

License # 406456 Expiration Date 6-30-2021

DIR Registration # 1000008021 Expiration Date 6-30-2022

Contractors License number and expiration date are herein stated under penalty of perjury.

By: [signature] Title: OWNER

Dated this 24 day of FEB, 2020

(Corporate Seal)

Corporate Signature

_____

Address: _____
Phone No.: _____
President's signature _____
Secretary's signature _____
Corporation organized under the laws of the State of _____
Partnership Name: _____
Address: _____

Names of Co-Partners and Addresses:

Names of Individuals and Addresses:
JAMES A. PIAZZA
PO BOX 533, PELLGROVE, CA. 95951
NOTE: Sign in proper space above.

**SWEETWATER SPRINGS WATER DISTRICT**
17081 Highway 116, Suite B
Guerneville, California 95446

**BID BOND**

*(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)*

KNOW ALL MEN BY THESE PRESENTS:

That we, as PRINCIPAL, and Harco National Insurance Company, a (sole proprietorship/corporation/partnership/joint venture) organized and existing under and by virtue of the laws of the State of Illinois and an admitted surety insurer authorized to do business in the State of California, as SURETY, are held and firmly bound unto the Sweetwater Springs Water District, as OBLIGEE, in a penal sum equal to ten-percent (10%) the total bid price including the base bid and alternates specified in the proposal of the PRINCIPAL, to the OBLIGEE for the work described below, which penal sum is Ten Percent of Amount Bid ($ 10% of Amount Bid) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our 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 the accompanying proposal dated FEB. 24, 2020 (Bo Bond) to the OBLIGEE, for the **Lower Harrison Water Tank Driveway Retaining Wall Project** (designated as the "Project") which proposal is hereby made a part hereof;

NOW THEREFORE, if the PRINCIPAL shall not withdraw said proposal within the ninety (90) day period following the opening of bids, and if the PRINCIPAL receives written notice that the Project is awarded to the PRINCIPAL and shall, within ten (10) calendar days of receiving such notice: enter into a written contract with the OBLIGEE in the form prescribed in the bid package issued by the OBLIGEE concerning the Project; and give insurance and bond with good and sufficient sureties guaranteeing the faithful performance and proper fulfillment of such contract and guaranteeing payment for labor and materials used for performance of the contract as required by law; and file with the OBLIGEE all required documents and do all other thing required in accordance with the bid package issued by the OBLIGEE concerning the Project for the contract between the PRINCIPAL and the OBLIGEE to become effective and for work to commence in accordance with the bid package issued by the OBLIGEE concerning the Project , or, in the event of withdrawal of the accompanying proposal within the ninety (90) day period following the opening of bids; or failure by the PRINCIPAL to enter into such contract with the OBLIGEE or to give the OBLIGEE such bonds or to file any other documents or to do any other things required in the bid package issued by the OBLIGEE for the Project, if the PRINCIPAL shall pay the OBLIGEE the difference between the total bid price in the accompanying proposal and the amount for which the OBLIGEE may procure the required performance, if the latter

amount be in excess of the former, together with all costs incurred by the OBLIGEE in again attempting to let the Project, and if the said PRINCIPAL shall fully reimburse and save harmless the OBLIGEE from any damage sustained by the OBLIGEE through failure of the PRINCIPAL to enter into the written contract or to file the required performance or labor and material bonds, or to file any other required documents or to do any other things required for the contract between the PRINCIPAL and the OBLIGEE to become effective and the work to commence in accordance with the bid package issued by the OBLIGEE concerning the Project, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the bid or contract documents for the Project, or to the specifications included in the same, or to the work to be performed thereunder, or to any other documents concerning the Project, shall in anywise affect SURETY's obligation under this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to such bid or contract documents.

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 24th day of February, 2020, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL Piazza Construction

By _____

(Acknowledgement) Title _____

SURETY Harco National Insurance Company

(Corporate Seal)

By _____

Claudine Gordon (Attorney-in-fact)

(Acknowledgement) Title Attorney-In-Fact

*(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)*

# POWER OF ATTORNEY

Bond # N/A Bid Bond

## HARCO NATIONAL INSURANCE COMPANY
## INTERNATIONAL FIDELITY INSURANCE COMPANY

**Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605**

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

ELIZABETH COLLODI, JOSEPH H. WEBER, SARA WALLISER, STEPHANIE AGAPOFF, BREANNA BOATRIGHT, MARISSA ROBINSON, KATHERINE GORDON, RENEE RAMSEY, JOHN HOPKINS, JENNIFER LAKMANN, CLAUDINE GORDON, KRISTIE PHILLIPS, MINDY WHITEHOUSE, JOHN J. WEBER, PHIL WATKINS, STEVEN L. WILLIAMS, MICHAEL FEENEY

Sacramento, CA

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

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

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

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

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

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04/04/2023 NOTARY PUBLIC No. 50079919 NEW JERSEY

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

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

## CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 24, 2020

A00447

Irene Martins, Assistant Secretary

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California }
County of Sonoma

On 2/24/20 before me, Kristie Lyn Phillips, Notary Public
*Date* *Here Insert Name and Title of the Officer*

personally appeared Claudine Gordon
*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.

ARS3 KRISTIE LYN PHILLIPS ARS3
COMM. # 2242973
NOTARY PUBLIC CALIFORNIA
COUNTY OF SONOMA
Comm. Expires MAY 18, 2022

*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 _____
*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: _____ | 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 or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

©2018 National Notary Association

## CONTRACTOR LICENSE INFORMATION

The bidder acknowledges that a license is required for performance of Sweetwater Springs Water District Lower Harrison Water Tank Driveway Retaining Wall Project.

The bidder holds the following California Contractors License(s):

1. License No. 906456, Class A, Expiration Date 6-30-21
2. License No. _____, Class _____, Expiration Date _____
3. License No. _____, Class _____, Expiration Date _____
4. License No. _____, Class _____, Expiration Date _____
5. License No. _____, Class _____, Expiration Date _____
6. License No. _____, Class _____, Expiration Date _____
7. License No. _____, Class _____, Expiration Date _____
8. License No. _____, Class _____, Expiration Date _____
9. License No. _____, Class _____, Expiration Date _____
10. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No. 68-0050208

## LIST OF SUBCONTRACTORS

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and following, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total bid price. If the Project work includes construction of streets or highways, listed below are the name, business location, and the portion (type or trade) of the Project Work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars, whichever is greater. Also listed below are the proposed subcontract dollar amount and current California Contractor's License Number(s) for each proposed subcontractor. Bids that fail to include complete proposed subcontractor information in accordance with this form and Public Contract Code Section 4100 and following may be deemed non-responsive.

In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, the bidder certifies by submission of its bid that the bidder is qualified to perform that portion of the Project work and that the bidder will perform that portion of the Project work with its own forces. The penalties listed in California Public Contract Code Section 4111 will apply to any substitution of another subcontractor for a subcontractor listed below except as permitted by the District in accordance with Section 4107 and following of the California Public Contract Code.

1. Subcontractor Name NONE
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
2. Subcontractor Name _____
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
3. Subcontractor Name _____
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
4. Subcontractor Name _____
   Business Location _____

Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

5. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

6. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

7. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

8. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

9. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

10. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

11. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

12. Subcontractor Name _____
    Business Location _____
    Trade _____
    Subcontract Amount _____
    Current Contractor's License No.(s) _____
    Current DIR Registration No. _____
13. Subcontractor Name _____
    Business Location _____
    Trade _____
    Subcontract Amount _____
    Current Contractor's License No.(s) _____
    Current DIR Registration No. _____

## WORKERS COMPENSATION INSURANCE CERTIFICATION

By submitting its bid the bidder certifies as follows:

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

**NON-COLLUSION DECLARATION**
**TO BE EXECUTED BY BIDDER**
**AND SUBMITTED WITH BID**

The undersigned declares:

I am the OWNER of PIAZZA CONSTRUCTION, 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 24 [date], at FRB [city], CA. [state]."

## DEBARMENT CERTIFICATION

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, Contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

## TITLE 49, CODE OF FEDERAL REGULATIONS - PART 29
## DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of District, partner, director, officer, manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and

2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and

3. Does not have a proposed debarment pending; and,

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not __X__ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is "Yes", explain the circumstances in the following space.

## PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

## BIDDER'S SIGNATURE PAGE

By signing this proposal the bidder certifies, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the Sweetwater Springs Water District **Lower Harrison Water Tank Driveway Retaining Wall Project** ("Project"), which information includes, but is not limited to, the Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Subcontractors, Workers Compensation Insurance Certification, Non-Collusion Declaration, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Bidder's Questionnaire, if any, is accurate, true and correct, and is submitted in accordance with the requirements of the bid package issued by the Sweetwater Springs Water District concerning Project and applicable law. By signing this proposal the bidder representative specified below certifies that he or she is legally authorized to bind the bidder.

The bidder agrees to deliver and to complete the Project within **25 working days** from the date of issuance, by the District, of instructions to proceed with the Project, and within 10 days of the date of mailing of the notice of award, to enter into and execute and provide to the District the Project contract, bonds and all other documents specified in the Contract Check List included in the bid package, and in case of default in executing the Project contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the Sweetwater Springs Water District.

Prime Contractor PIAZZA CONSTRUCTION

By: _____ Title: OWNER

Dated this 24 day of FEB, 2020

(Corporate Seal)

Corporate signature

_____

Address: _____
Phone No.: _____
President's signature _____
Secretary's signature _____
Corporation organized under the laws of the State of _____
Partnership Name: _____
Address: _____

Names of Co-Partners and Addresses:

Names of Individuals and Addresses:
JAMES A PIAZZA
PO BOX 573
PENNGROVE, CA. 94951
NOTE: Sign in proper space above.

Date: FEB. 24, 20

JAMES A PIAZZA
(Typed or printed name)

(Signature)

PIAZZA CONSTRUCTION
(Bidder)

Bidder business address (street, city, state and zip code)
9995 WOODWARD CT
PENNGROVE, CA. 94951

Bidder Business phone: (707) 876-3410

Bidder Business fax: (707) 876-3256