



REVISED BID FORM NO. 1
Proposal and Bid Items

Page 1 of 7

This form must be completed in **ink** and changes must be **initialed**.

Honorable Board of Directors
Santa Clara Valley Water District (District)

Pursuant to, and in compliance with, the Notice to Bidders and the Contract Documents, relating to the **CENTRAL AND PARALLEL EAST PIPELINES INSPECTION AND REHABILITATION PROJECT**, the undersigned Bidder having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and costs of the Work and having fully inspected the Work site in all particulars, hereby proposes and agrees to fully perform the Work, including providing any and all labor and materials and performing all Work required to construct and complete said Work within the contract time stated and in accordance with the requirements of the Contract Documents, for the following sum of money.

The undersigned Bidder agrees to complete all the Work within **305** calendar days from the first chargeable day of the Contract, as stated in the Notice to Begin Work. The Bidder agrees to enter into a Contract with the District and provide the required bonds and insurance in accordance with the Instructions to Bidders, Contract Bonds, paragraph #22 and Execution of Contract, paragraph #23. If the Bidder fails to meet these requirements within the time specified in the Instruction to Bidders, Failure to Execute Contract, paragraph #24, the Bidder's security accompanying this Proposal may be forfeited and become the property of the District. No Contract exists until all Contract bonds and insurance documents have been accepted by the District.

TOTAL BID: \$ 9,592,590⁰⁰

Bidder acknowledges receipt of the following Addenda to the Bid Documents:
Addenda are posted online at <https://www.valleywater.org/construction>.

☐ **NO** Addenda received

☒ Addenda received as follows:

Addendum No. <u>1</u>	Date <u>9/15/2020</u>	Addendum No. _____	Date _____
Addendum No. <u>2</u>	Date <u>9/17/2020</u>	Addendum No. _____	Date _____

Failure to acknowledge receipt of an Addendum on the Bid Form is not, in itself, cause for withdrawal or rejection of Bid, if it can be established that Bidder did, in fact, receive such Addendum prior to Bid opening.

The undersigned Bidder has read and, understands, and will comply with, each and all of the requirements specified in these Bid Documents. This Proposal must be signed by an authorized representative of the Bidder with the authority to bind the Bidder.

BIDDER'S COMPANY INFORMATION	
NAME: Kiewit Infrastructure West Co.	ADDRESS:
CONTRACTOR'S CALIFORNIA LICENSE NUMBER: 433176	4650 Business Center Dr.
DATE OF EXPIRATION: 1/31/2021	Fairfield, CA 94534
LICENSE CLASSIFICATION(S): A, B, C10, C31, HAZ	
PHONE NO.: (707) 439-7300	FAX NO.: (707) 439-7301
EMAIL ADDRESS: ncestimating@kiewit.com	

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed .)	
Bidder's Signature: <u>Eric M Scott</u>	Date: 9/23/2020
Bidder's Name and Title (Print): Eric M. Scott, Senior Vice President	



REVISED BID FORM NO. 1
Proposal and Bid Items

Page 2 of 7

This form must be completed in ink and changes must be initialed.

SECTION A — BASE BID

ITEM NO.	DESCRIPTION OF WORK	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	Mobilization	<u>Lump Sum</u> Lump Sum	984,200 ⁰⁰	984,200 ⁰⁰
2	NPDES General Permit Requirements	<u>Lump Sum</u> Lump Sum	125,000 ⁰⁰	125,000 ⁰⁰
3	Environmental Monitoring and Compliance	<u>Lump Sum</u> Lump Sum	290,000 ⁰⁰	290,000 ⁰⁰
4	Painting and Coating	<u>Lump Sum</u> Lump Sum	568,000 ⁰⁰	568,000 ⁰⁰
5	Work as Specified for Pipeline Dewatering	<u>Lump Sum</u> Lump Sum	650,000 ⁰⁰	650,000 ⁰⁰
6	Support for Internal Pipeline Work	<u>Lump Sum</u> Lump Sum	135,000 ⁰⁰	135,000 ⁰⁰
7	Completion of Encroachment Permits with Cities, County, Town, and Agency	FIXED COST	\$95,000.00	\$95,000.00
8	Developing and Implementing Traffic Control Plans	<u>Lump Sum</u> Lump Sum	950,000 ⁰⁰	950,000 ⁰⁰
9	Clearing and Grubbing	<u>Lump Sum</u> Lump Sum	47,000 ⁰⁰	47,000 ⁰⁰
10	Exploratory Utility Investigation	<u>Lump Sum</u> Lump Sum	82,000 ⁰⁰	82,000 ⁰⁰
11	Sheeting, Shoring, and Bracing	<u>Lump Sum</u> Lump Sum	80,000 ⁰⁰	80,000 ⁰⁰
12	Pavement Restoration	<u>Lump Sum</u> Lump Sum	200,000 ⁰⁰	200,000 ⁰⁰
13	Work as Specified for CPL Station 273+24 - Guadalupe Line Valve (GRV)	<u>Lump Sum</u> Lump Sum	315,000 ⁰⁰	315,000 ⁰⁰
14	Work as Specified for CPL Station 523+70 - Los Gatos Turnout (LLG)	<u>Lump Sum</u> Lump Sum	265,000 ⁰⁰	265,000 ⁰⁰
15	Work as Specified for CPL Station 646+00 - Page Ditch Turnout (PDT)	<u>Lump Sum</u> Lump Sum	458,000 ⁰⁰	458,000 ⁰⁰
16	Work as Specified for CPL Station 656+58 - Kirk Turnout (KDT)	<u>Lump Sum</u> Lump Sum	520,000 ⁰⁰	520,000 ⁰⁰
17	Work as Specified for CPL Station 154+85 - Coyote Creek Blowoff (CYV)	<u>Lump Sum</u> Lump Sum	140,000 ⁰⁰	140,000 ⁰⁰
18	Work as Specified for CPL Station 665+82 - Vasona Pump Station (VPS)	<u>Lump Sum</u> Lump Sum	465,000 ⁰⁰	465,000 ⁰⁰

(Rev. 7/24/19)



REVISED BID FORM NO. 1
Proposal and Bid Items

Page 3 of 7

This form must be completed in ink and changes must be initialed.

ITEM NO.	DESCRIPTION OF WORK	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
19	Work as Specified for CPL Station 00+67 - 8" CARV with 24" Manhole Assembly	Lump Sum Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
20	Work as Specified for CPL Station 13+00 - 24" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
21	Work as Specified for CPL Station 27+00 - 24" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
22	Work as Specified for CPL Station 41+00 - 24" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
23	Work as Specified for CPL Station 54+22 - 36" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
24	Work as Specified for CPL Station 71+00 - 24" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
25	Work as Specified for CPL Station 87+00 - 24" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
26	Work as Specified for CPL Station 103+00 - 24" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
27	Work as Specified for CPL Station 117+99 - 24" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
28	Work as Specified for CPL Station 126+20 - 24" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
29	Work as Specified for CPL Station 141+40 - 4" CARV with 24" Manhole Assembly	Lump Sum Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
30	Work as Specified for CPL Station 156+90 - 24" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
31	Work as Specified for CPL Station -00+21 - Piedmont Valve Yard Vault	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
32	Work as Specified for CPL Station 170+10 - 4" CARV with 24" Manhole Assembly	Lump Sum Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
33	Work as Specified for CPL Station 173+57 - 4" CARV with 24" Manhole Assembly	Lump Sum Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
34	Work as Specified for CPL Station 186+25 - 12" Pumpout Riser with 24" Manhole Assembly	Lump Sum Lump Sum	21,000 ⁰⁰	21,000 ⁰⁰
35	Work as Specified for CPL Station 191+19 - 6" CARV with 24" Manhole Assembly	Lump Sum Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
36	Work as Specified for CPL Station 204+93 - 24" Manhole Assembly	Lump Sum Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
37	Work as Specified for CPL Station 215+17 - 4" CARV with 24" Manhole Assembly	Lump Sum Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰

(Rev. 7/24/19)



REVISED BID FORM NO. 1
Proposal and Bid Items

Page 4 of 7

This form must be completed in ink and changes must be initialed.

ITEM NO.	DESCRIPTION OF WORK	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
38	Work as Specified for CPL Station 228+96 - 12" Pumpout Riser with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	21,000 ⁰⁰	21,000 ⁰⁰
39	Work as Specified for CPL Station 243+96 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
40	Work as Specified for CPL Station 259+47 - 4" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
41	Work as Specified for CPL Station 264+20 - 30" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
42	Work as Specified for CPL Station 283+40 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
43	Work as Specified for CPL Station 298+54 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
44	Work as Specified for CPL Station 317+80 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
45	Work as Specified for CPL Station 332+24 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
46	Work as Specified for CPL Station 348+60 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
47	Work as Specified for CPL Station 367+06 - 6" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
48	Work as Specified for CPL Station 371+24 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
49	Work as Specified for CPL Station 380+55 - 4" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
50	Work as Specified for CPL Station 386+62 - 24" Manhole with Tri-Cock Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
51	Work as Specified for CPL Station 400+40 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
52	Work as Specified for CPL Station 418+55 - 6" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
53	Work as Specified for CPL Station 424+22 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
54	Work as Specified for CPL Station 440+65 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
55	Work as Specified for CPL Station 450+99 - 6" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
56	Work as Specified for CPL Station 465+68 - 6" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰

(Rev. 7/24/19)



REVISED BID FORM NO. 1
Proposal and Bid Items

Page 5 of 7

This form must be completed in ink and changes must be initialed.

ITEM NO.	DESCRIPTION OF WORK	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
57	Work as Specified for CPL Station 481+98 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
58	Work as Specified for CPL Station 488+12 - Meter Box	<u>Lump Sum</u> Lump Sum	47,000 ⁰⁰	47,000 ⁰⁰
59	Work as Specified for CPL Station 496+20 - 8" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
60	Work as Specified for CPL Station 508+94 - 4" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
61	Work as Specified for CPL Station 517+10 - 4" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
62	Work as Specified for CPL Station 522+95 - 4" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
63	Work as Specified for CPL Station 525+85 - 12" Pumpout Riser with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	21,000 ⁰⁰	21,000 ⁰⁰
64	Work as Specified for CPL Station 536+31 - 4" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
65	Work as Specified for CPL Station 552+13 - 12" Pumpout Riser with 12" Plug Valve Assembly	<u>Lump Sum</u> Lump Sum	21,000 ⁰⁰	21,000 ⁰⁰
66	Work as Specified for CPL Station 567+39 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
67	Work as Specified for CPL Station 584+43 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
68	Work as Specified for CPL Station 599+28 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
69	Work as Specified for CPL Station 618+01 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
70	Work as Specified for CPL Station 631+20 - 8" CARV Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
71	Work as Specified for CPL Station 636+44 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
72	Work as Specified for CPL Station 658+30 - 8" CARV Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
73	Work as Specified for CPL Station 659+75 - 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	13,000 ⁰⁰	13,000 ⁰⁰
74	Work as Specified for CPL Station 661+35 - Post Mounted Test Station	<u>Lump Sum</u> Lump Sum	47,000 ⁰⁰	47,000 ⁰⁰
75	Work as Specified for CPL Station 665+22 - 6" CARV with 24" Manhole Assembly	<u>Lump Sum</u> Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰

(Rev. 7/24/19)



REVISED BID FORM NO. 1
Proposal and Bid Items

Page 6 of 7

This form must be completed in ink and changes must be initialed.

ITEM NO.	DESCRIPTION OF WORK	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
76	Work as Specified for PEP Station 11+75 – 10" CARV Assembly	<u>Lump Sum</u> Lump Sum	35,000 ⁰⁰	35,000 ⁰⁰
77	Work as Specified for PEP Station 23+22 – 2" ARV Assembly	<u>Lump Sum</u> Lump Sum	30,000 ⁰⁰	30,000 ⁰⁰
78	Work as Specified for PEP Station 28+30 – 10" CARV Assembly	<u>Lump Sum</u> Lump Sum	35,000 ⁰⁰	35,000 ⁰⁰
79	Work as Specified for PEP Station 47+40 – 2" ARV Assembly	<u>Lump Sum</u> Lump Sum	30,000 ⁰⁰	30,000 ⁰⁰
80	Work as Specified for PEP Station 57+60 – 10" CARV Assembly	<u>Lump Sum</u> Lump Sum	35,000 ⁰⁰	35,000 ⁰⁰
81	Work as Specified for PEP Station 61+90 – 2" ARV Assembly	<u>Lump Sum</u> Lump Sum	30,000 ⁰⁰	30,000 ⁰⁰
82	Work as Specified for PEP Station 69+90 – 10" CARV Assembly	<u>Lump Sum</u> Lump Sum	35,000 ⁰⁰	35,000 ⁰⁰
83	Work as Specified for PEP Station 73+70 – 2" ARV Assembly	<u>Lump Sum</u> Lump Sum	30,000 ⁰⁰	30,000 ⁰⁰
84	Work as Specified for PEP Station 84+90 – 10" CARV Assembly	<u>Lump Sum</u> Lump Sum	35,000 ⁰⁰	35,000 ⁰⁰
85	Work as Specified for PEP Station 89+75 – 2" ARV Assembly	<u>Lump Sum</u> Lump Sum	30,000 ⁰⁰	30,000 ⁰⁰
86	Work as Specified for PEP Station 95+00 – 10" CARV Assembly	<u>Lump Sum</u> Lump Sum	35,000 ⁰⁰	35,000 ⁰⁰
87	Work as Specified for PEP Station 113+50 – 2" ARV Assembly	<u>Lump Sum</u> Lump Sum	30,000 ⁰⁰	30,000 ⁰⁰
88	Work as Specified for PEP Station 120+46 – 2" ARV Assembly	<u>Lump Sum</u> Lump Sum	30,000 ⁰⁰	30,000 ⁰⁰
89	Work as Specified for PEP Station 133+70 – 10" CARV Assembly	<u>Lump Sum</u> Lump Sum	40,000 ⁰⁰	40,000 ⁰⁰
	TOTAL BASE BID		7,970,200 ⁰⁰	7,970,200 ⁰⁰



REVISED BID FORM NO. 1
Proposal and Bid Items

Page 7 of 7

This form must be completed in ink and changes must be initialed.

SECTION B SUPPLEMENTAL BID ITEMS These Bid items may or may not be required. They may be deleted entirely or in part, By deductive change order(s), at the sole discretion of the District.				
ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
90	Carbon Fiber Reinforcement for PCCP – SUPPLEMENTAL WORK	<u>8</u> SECTIONS	182,000 ⁰⁰	1,456,000 ⁰⁰
91	Cement Mortaring for Internal Pipeline Repairs – SUPPLEMENTAL WORK	<u>500</u> SQUARE FEET	95 ⁰⁰	47,500 ⁰⁰
92	Welding for Internal Pipeline Repairs – SUPPLEMENTAL WORK	<u>100</u> LINEAR INCHES	145 ⁰⁰	14,500 ⁰⁰
93	Internal Pipeline Debris Removal Work – SUPPLEMENTAL WORK	<u>150</u> CUBIC FET	229 ⁰⁰	34,350 ⁰⁰
94	Internal Pipeline Weko-Seal Installation – SUPPLEMENTAL WORK	<u>5</u> EACH	6,900 ⁰⁰	34,500 ⁰⁰
95	Additional Potholing to Locate Utilities – SUPPLEMENTAL WORK	<u>10</u> EACH	1,054 ⁰⁰	10,540 ⁰⁰
96	Professionally Facilitated Project Partnering – SUPPLEMENTAL WORK	FIXED COST	\$25,000.00	\$25,000.00
Section B Subtotal				1,622,390 ⁰⁰
TOTAL BID (Section A Subtotal + Section B Subtotal)				9,592,590 ⁰⁰

This form must be completed in ink and changes must be initialed.

- A. This Designation of Subcontractors form must be completed in compliance with the State of California Subletting and Subcontracting Fair Practices Act, Public Contract Code §4100 et seq., and any amendment thereof. Bidder must complete the form below for each Subcontract that exceeds one-half of one percent (½%) of the Bidder's total Bid. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Bidder; or (3) specially Fabricates and Installs a portion of the work according to the Contract Documents. Bidders failure to list a Subcontractor for any portion of the work in excess of ½% of Bidder's total Bid signifies Bidder will self perform that portion of the Work with its own forces. (Note: If more than one Subcontractor is designated for the same kind of Work, state the portion that each will perform.) After the opening of the Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid nonresponsive and may cause its rejection.
- B. Failure by a subcontractor to be registered to perform public work as required by the California Labor Code Section 1771.1 (a) shall be grounds under Section 4107 of the Public Contract Code for the Contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

NAME	LICENSE NO.	DIR REGISTRATION NO.	TYPE OF WORK	% of TOTAL CONTRACT
LOCATION (City & State)	EXPIRATION DATE	EXPIRATION DATE		
MASS Electric Construction Co. Natham, MA	819912 5/31/21	1000001289 6/30/22	Electrical (Labor ONLY)	1.3 %
Jeffco Painting & Coating Inc. Vallejo, CA	364702 10/31/20	1000001665 6/30/22	Painting & Coating	3.1 %
Structural Preservation Systems LLC Anaheim, CA	814569 8/31/21	1000054190 6/30/21	CFRP & Neko Seal	15.7 %
Certified Coatings Company Fairfield, CA	887287 11/30/20	1000003187 6/30/21	Waterproofing	0.5 %

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)

Bidder's Signature: 	Date: 9/23/2020
Bidder's Name and Title (Print): Eric M. Scott, Senior Vice President	



BID FORM NO. 3
Non-Collusion Affidavit

This form must be completed in ink and changes must be initialed.

In accordance with Public Contract Code Section 7106, Eric M. Scott
(Bidder's full name)
declares that he ~~or she~~ is Senior Vice President
(Bidder's title)
of Kiewit Infrastructure West Co.
(Company's name)

the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any disclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted the Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)

Bidder's Signature: <u>Eric M. Scott</u>	Date: <u>9/23/2020</u>
Bidder's Name and Title (Print): <u>Eric M. Scott, Senior Vice President</u>	



This form must be completed in **ink** and changes must be **initialed**.

BE IT KNOWN BY THESE PRESENTS,

That we, Kiewit Infrastructure West Co., as PRINCIPAL,
and Travelers Casualty and Surety Company of America, as SURETY,

are held and firmly bound unto the Santa Clara Valley Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL of the Principal above named, submitted by said Principal to the Santa Clara Valley Water District, for the work described below, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten percent of bid --- (10% of bid)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned Proposal to the District, for certain construction specifically described as follows, for which Proposals are to be opened at San Jose, California, on 9/23, 2020, (or such other date as specified per Addendum) for CENTRAL AND PARALLEL EAST PIPELINES INSPECTION AND REHABILITATION PROJECT.

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Proposal, and files originals (copies are unacceptable) of the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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, we have hereunto set our hands and seal on the 21st day of September, 2020

PRINCIPAL: Kiewit Infrastructure West Co.

Eric M. Scott
Signature

Eric M. Scott
Name

Senior Vice President
Title

4650 Business Center Dr.
Fairfield, CA 94534
Address

SURETY: Travelers Casualty and Surety Company of America

Traci Sutton
Signature

Traci Sutton
Name (Seal)

Attorney-in-Fact
Title

3555 Farnam Street
Omaha, NE 68131
Address

- NOTE:**
1. Original Bidder's Bond documents are required; copies are unacceptable.
 2. Signature of those executing for Surety must be properly acknowledged.



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st**

day of **September**, **2020**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

NOTARY ACKNOWLEDGMENT

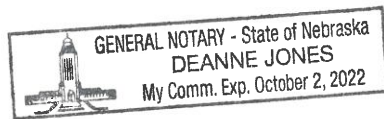
STATE OF NEBRASKA

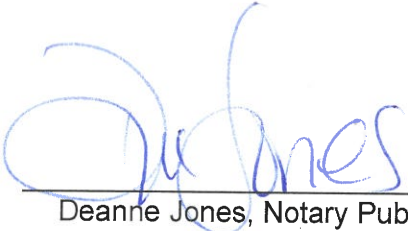
COUNTY OF DOUGLAS

I, Deanne Jones, a Notary Public in and for said County and State, do hereby certify that Traci Sutton, Attorney-in-Fact of Travelers Casualty and Surety Company of America, proved to me on the basis of satisfactory evidence to be the person who appeared before me, and acknowledged that she signed, sealed and delivered a said instrument, for and on behalf of Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal, the 21st day of

September, 2020.




Deanne Jones, Notary Public



BID FORM NO. 6
Iran Contracting Act Bid Certification

*This form must be completed in **ink** and changes must be **initialed**.*

**Iran Contracting Act Bid Certification
(Public Contract Code Sections 2202–2208)
Must be Completed for any Proposal of \$1,000,000 or more**

Public Contract Code (PCC) Sections 2200–2208 are known as the Iran Contracting Act of 2010 and prohibit public entities from contracting with companies that have specified business activities in Iran’s petroleum sector. Companies seeking to bid on state or local government contracts are required to certify that they are not engaged in developing Iran’s petroleum resources.

Prior to bidding on, submitting a proposal or executing a contract or renewal for a Santa Clara Valley Water District contract for goods or services of one million dollars (\$1,000,000 or more), a person (vendor, firm, corporation, etc.) must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d). The DGS list is posted online at: www.dgs.ca.gov, search “Iran Contracting Act List”.

To comply with this requirement, please complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code Section 2205.)




BID FORM NO. 6
Iran Contracting Act Bid Certification

*This form must be completed in **ink** and changes must be **initialed**.*

Please complete one of the options below (see prior page for additional explanation).

OPTION NO.1—CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the person/financial institution identified below, and the person/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Name of Person (Vendor, Firm, Corporation, etc.)/Financial Institution (Printed): Kiewit Infrastructure West Co.		Federal ID No. (or n/a): 47-0647803
By (Authorized Signature): 		
Printed Name and Title of Person Signing: Eric M. Scott, Senior Vice President		
Date Executed: 9/23/2020	Executed in (City & State): Fairfield, CA	

OPTION NO. 2—EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a person/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Name of Person (Vendor, Firm, Corporation, etc.)/Financial Institution (Printed):		Federal ID No. (or n/a):
By (Authorized Signature):		
Printed Name and Title of Person Signing:		
Date Executed:	Executed in (City & State):	



BID FORM NO. 7
Bidder's General Information

This form must be completed in ink and changes must be initialed.

Timely submission of these Forms is considered **material** by the District.

All Bidders must complete and submit this Bidder's General Information, Bid Form 7, including the required attachments. **The Bidder may be considered not responsible based on information provided on this Form.** Additional sheets may be attached as required.

1. Number of years as a contractor in construction work of this type: 38

2. Names and titles of all officers of Bidder's firm:

See attached Officers List

3. Name of person(s) who inspected site of proposed work for your firm:

Name: Ethan Brand

Date of Inspection: 8/25/2020

See attached Sign In Sheet

4. Name, address, and telephone number of surety company and agent who will provide the required bonds for this Contract:

Travelers Casualty and Surety Company of America,

One Tower Square Hartford, CT, 06183 (860) 277-0111

Agent: Midwest Agencies, Traci Sutton, 3555 Farnam Street, Omaha, NE 68131, (408) 271-2956

5. Résumé of Designated Authorized Representative: Attach the résumé of the person who will be designated as authorized representative. **The Contractor's authorized representative must have requisite background and experience to administer and oversee the Work on behalf of the Contractor. The representative must have complete authority to represent and act for the Contractor as stated in Standard Provisions, Contractor Staffing, Article 3.03.** See Attached Resume

6. Prior Construction Contracts: Bidder must provide at least three (3) construction contracts similar in scope and complexity to this Project that your organization has performed during the last 5 years. Use the PRIOR CONSTRUCTION CONTRACTS form (page 3 of this Bid Form 7) for each project.

7. Claims and lawsuits: if the answer to any of the questions below is "yes" explain the circumstances on an attached sheet.

7.1 Has your organization ever failed to complete an awarded contract?

☐ Yes

☒ No



BID FORM NO. 7
Bidder's General Information

This form must be completed in ink and changes must be initialed.

7.2 Are there any judgments, claims, alternate dispute resolution proceedings or suits pending or outstanding against your organization or its officers?

☒ Yes ☐ No See Attachment

7.3 Has your organization filed any lawsuits or requested an alternate dispute resolution with regard to construction contracts within the last 5 years?

☒ Yes ☐ No See Attachment

8. The Bidder hereby declares that the Bidder has not been convicted, within the preceding 3 years, of 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 work contract with any public entity. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof.

9. 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

If the answer is "yes," explain the circumstances in the following space:

N/A

10. The Bidder signing for Contractor certifies that neither Bidder nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

District reserves the right to verify the above information.

I STATE UNDER PENALTY OF PERJURY THAT EACH AND ALL OF THE STATEMENTS I HAVE MADE IN RESPONSE TO PARAGRAPHS 8, 9 & 10 ABOVE ARE TRUE AND CORRECT.

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)

Bidder's Signature:

Eric M. Scott

Date:

9/23/2020

Bidder's Name and Title (Print): Eric M. Scott, Senior Vice President



OFFICERS LIST

Name	Position
Miles, David J.	President and Director
Schmidt, Scott A.	Chief Financial Officer
Adams, H. E.	Executive Vice President
Glaser, William D.	Executive Vice President
Soderberg, Patrick A.	Executive Vice President
Sori, Alfredo E.	Executive Vice President
Buford, Tyler L.	Senior Vice President
Driver, Stan M.	Senior Vice President
Robinson, Terrence L.	Senior Vice President
Scott, Eric M.	Senior Vice President
Swinton, Matt L.	Senior Vice President
Vetter, J.D.	Senior Vice President
Wisenbaker, Jamie D.	Senior Vice President
Anderson, Robert G.	Vice President
Boden, Kent A.	Vice President
Colpack, Michael J.	Vice President
Ellis, Jeffrey	Vice President
Farrell, Robert R.	Vice President
Giuntini, Paul H.	Vice President
Hanna, Kenneth W.	Vice President
Joyce, Tony	Vice President
Kite, Gray D.	Vice President
McFadden, Steven M.	Vice President
Miske, Christopher M.	Vice President
Nelson, Erik A.	Vice President
Orbus, Todd W.	Vice President
Peplow, Andrew J.	Vice President
Petersen, Jeffrey P.	Vice President
Petersen, Shane T.	Vice President
Salamie, Ralph J.	Vice President
Schropp, Tobin A.	Vice President
Searles, Jr., William	Vice President
Westland, Bill L.	Vice President
Runyan-Pick, Loree C.	Controller
Schmidt, Scott A.	Treasurer
Carnazzo, Mary M.	Secretary
Anderson, Gerald L.	Assistant Secretary



BID FORM NO. 7
Bidder's General Information

Andrews, Paul C.	Assistant Secretary
Baker, James S.	Assistant Secretary
Casper, Carla A.	Assistant Secretary
Dilworth, Jim J.	Assistant Secretary
Gardner, Brian J.	Assistant Secretary
Geiss, Greg L.	Assistant Secretary
Gleaves, Timothy L.	Assistant Secretary
Goodvin, Larry L.	Assistant Secretary
Larsen, Kari L.	Assistant Secretary
Lombardi, Michael R.	Assistant Secretary
Martin, Craig A.	Assistant Secretary
Perry, Lyle R.	Assistant Secretary
Rinehart, Lesley A.	Assistant Secretary
Rood, Michael A.	Assistant Secretary
Ryan, Paola J.	Assistant Secretary
Schultz, Meda	Assistant Secretary
Spitzenberger, Joseph M.	Assistant Secretary
Stadnick, Brian	Assistant Secretary



Kiewit



Ethan Brand

Project Manager

YEARS OF EXPERIENCE

21 years

YEARS WITH KIEWIT

21 years

EDUCATION

B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo, CA 1998

PROFESSIONAL REGISTRATIONS

Engineer-in-Training, XE105163, CA

PROFESSIONAL EXPERIENCE

In his 21 years of construction experience, Ethan has gained significant knowledge in all aspects of construction and has a proven track record of delivering projects ahead of schedule. Ethan has successfully managed multiple flood control, water and wastewater projects and has managed all aspects of the project including safety, quality, project schedule, and budget.

RELEVANT PROJECT EXPERIENCE

District Sponsor (November 2018 – Present), Northern California District Office, Kiewit Infrastructure West Co., Fairfield District Office, CA

Ethan is responsible for providing oversight on all heavy civil estimates in the Northern California office. Duties include project selection, estimator coordination, and training. Ethan also provides off-site executive oversight for active projects. His responsibilities include safety, quality, scheduling, cost management, staffing, resource allocation, and coordination with designers, clients, subcontractors, and third parties. Recent projects include:

- Cross Valley and Calero Pipeline Inspection and Rehabilitation Project, Santa Clara Valley Water, Morgan Hill, CA
- Almaden Valley Pipeline Emergency Response, Santa Clara Valley Water, San Jose, CA
- Milpitas Pipeline Repair, Santa Clara Valley Water, San Jose, CA
- Oroville Dam Spillway Repairs, Department of Water Resources, Oroville, CA
- Hell Hole Dam Raise, Placer County Water Agency, Pollock Pines, CA

Structural Concrete Manager (April 2017 – November 2018), Oroville Dam Interim Spillway, Department of Water Resources, Oroville, CA \$675 Million

Ethan was responsible for all structural concrete operations to reconstruct the main spillway. Duties included operations planning and execution for safety, quality, scheduling and cost control for the work and supervised over 400 craft and supervisory personnel. Operations included formwork, reinforcing steel installation, and batching and placing concrete on the 3,000-foot-long spillway.



In February of 2017, engineers noticed concrete erosion damage to the spillway of 770-ft. tall Oroville Dam, the nation's tallest. Built 75 mi. from Sacramento in the 1960s, the dam's compromised condition led authorities to issue mandatory evacuation orders for the surrounding area, while crews worked 24/7 to shore up the spillway. This project, undertaken as an emergency response, repairs the hole in the spillway and shores up the emergency spillway with a new retaining wall. Crews crushed more than 2.2 million tons of aggregate for roller compacted concrete (RCC), placed 1 million CY of RCC in the eroded areas to support reconstruction of the damaged spillway, formed, placed, and stripped 180,000 CY of structural concrete.

District Estimating Manager (February 2016 – April 2017), Northern California District Office, Kiewit Infrastructure West Co., Fairfield District Office, CA

Ethan was responsible for providing oversight on all estimates in the Northern California office. Responsibilities included project selection, estimator coordination, and training.

Construction Manager (June 2013 – February 2016), Folsom Dam Phase IV Modifications, United States Army Corps of Engineers, Folsom, CA, \$311 Million

Ethan was responsible for all field operations, and his duties included safety, quality and schedule controls for over 300 craft and supervisory personnel. He also worked with the US Army Corps of Engineers and other key stakeholders to coordinate design changes and other contractors working on the site.

The project involved finishing the flood control improvements to the Folsom Dam. This phase constructed the spillway chute and stilling basin on the downstream side of the new spill way as well as the upstream approach channel and cutoff wall to direct the water to the control structure. Excavation by both mechanical methods and blasting, including underwater excavation and underwater blasting, was required to construct the approach channel. Over 186,000 CY of concrete, much of it batched from the on-site batch plant, was placed to construct the approximately 3,300-foot-long spillway.

Job Sponsor (April 2011 – June 2013), Northern California District Office, Kiewit Infrastructure West Co., Fairfield, CA

Ethan provided management oversight for US Army Corps of Engineers projects including the \$33 million Napa Valley Wine Train project (as a subcontractor to Suulutaaq, Inc.); the \$38 million WBV-07 Planters Pump Station Project, the \$239 million LPV-145 Levee Improvements to the Chalmette Loop Levee project, and the \$35 million WBV-09a Hero to Oakville Levee and Pump Station Project. In addition to sponsoring ongoing projects, Ethan also managed the pursuit of water and wastewater projects in California.

General Superintendent (July 2010 – April 2011), Folsom Dam Piers and Gates, United States Bureau of Reclamation, Folsom, CA \$17 Million

Ethan was responsible for all field operations for the seismic rehabilitation of the Folsom Dam piers and eight radial tainter gates. His duties included establishing and maintaining job schedules and cost control, and ensuring safety and quality standards.

The project included sampling and testing existing coatings, installing seismically-upgraded structural components to each of the gates. The team also removed and replaced a portion of bridge deck required to allow drilling for vertical pier anchor installation and install vertical pier anchors.

Project Manager/Job Superintendent (March 2007 – October 2007), Sacramento Regional Primary and Grit Handling Areas Rehabilitation, Sacramento Regional County Sanitation, Elk Grove, CA \$19 Million

Ethan was responsible for all aspects of construction on the sludge and scum removal and replacement project.

The project consisted of rehabilitating 12 rectangular primary sedimentation tanks. The project included access hatch installation, mechanical equipment replacement, replacement of grit slurry piping and grit overflow piping in grit handling areas, and related structural, mechanical and electrical scopes of work. Major operations were



completed in a live flowing wet well without interrupting flow. In April of 2009, the SRP&G job team was the recipient of the 2009 AGC of California Award for Partnering.

Structures Superintendent (September 2005 – October 2006), Ellis Creek Water Reclamation Plant, City of Petaluma, Petaluma, CA, \$120 Million

Ethan was responsible for supervising forming and pouring operations for concrete structures, including formwork design and fabrication, subcontractor coordination, crew safety and production.

The new facilities included an influent force main, headworks facility, two oxidation ditches and secondary clarifiers, tertiary filters, UV disinfection facilities, a recycled water and fire water pump station, recycled water storage reservoir, potable water pump station, sludge thickener facility, two phase digester, boiler building, digested sludge storage tank, screw press dewatering system, bio-filter odor control system, operations and maintenance building, polishing treatment wetlands and vegetated treatment wetlands, standby generator system, power distribution system and other facilities necessary to provide a functional treatment facility. The project processes seven million gallons per day through secondary treatment and up to 5.2 million gallons per day through tertiary treatment. The city also opened portions of the wetland habitat and butterfly gardens to the public.

Project Manager/Project Engineer (December 2003 – September 2005), Manteca Wastewater Quality Control Facility, Phase II, Schedule B, City of Manteca, Manteca, CA \$31 Million

Ethan was responsible for contract administration including management of subcontractors, suppliers, project scheduling, and contract revenue, cost accounting, and change orders. Also responsible for coordinating survey, submittals, and administering the project safety and quality control plans on expansion project.

The project included construction of a new Influent Pump Station (June 2003 – December 2003), Primary Sedimentation Basins, Secondary Aeration Basins, two 110-foot diameter Secondary Clarifiers, Biofilters, two Electrical Buildings, and expansion of the Administration Building and Laboratory. Three new 1,500 kW emergency diesel generators, new plant controls, and SCADA were also part of the contract.

Structures Superintendent (June 2003 – December 2003), Sacramento River Water Treatment Plant, City of Sacramento, Sacramento, CA, \$87 Million

Ethan was responsible for supervising concrete forming and pouring for concrete structures. Rebar subcontract coordination, planning and scheduling of daily work activities, including crew safety and crew training. Ethan managed all prefabrication of structural concrete formwork on the expansion project.

The plant is one of two plants that supply all the drinking water for the City of Sacramento. The scope of work involved constructing new concrete structures, installing mechanical equipment, upgrading the electrical and control equipment, and constructing the new treatment train with touch screen controls for the major equipment in the operations and control building. Site work consisted of clearing 26 acres, building and structure demolition, 300,000 cu. yd. of excavation and embankment, 39,000 ft. of 2-in. to 72-in. underground pipe installation, 37,000 ft. of above-ground pipe, 400,000 sq. ft. of base course and asphalt paving, 45,500 cu. yd. of structural concrete, and 2,200 precast concrete piles.



ATTACHMENTS

7.2 Are there any judgments, claims, alternate dispute resolution proceedings or suits pending or outstanding against your organization or its officers? Yes

Matter Name	Court Name	Project	Date Filed	Matter Summary
Kiewit Infrastructure West Co. v. USA	U.S. Court of Federal Claims; 1:19-cv-01961	Kingsley Field - Repair Maintenance Ramp	12/27/2019	Post Award Injunction proceedings USA, Division of the Army, regarding the award of Kingsley Field - Repair Maintenance Ramp Project Bid in Klamath Falls, Oregon.
Encon Arizona, LLC d/b/a TPAC v. Kiewit Infrastructure West Co.	U.S. District Court, District of Arizona; 19-cv-05364	103041 Project Neon	10/10/2019	Lawsuit by material supplier seeking payment of fees due for labor, materials and work in connection with Project Neon in Las Vegas, Nevada.
Utah Valley Transit Constructors, a Kiewit-Clyde JV v. Utah Transit Authority	JAMS, Inc.; 1220063204	Provo-Orem Transportation Improvement Project		Mediation against Owner, Utah Transit Authority alleging Owner-caused delays regarding the Provo-Orem Transportation Improvement Project in Provo, Utah.
HydroPressure Cleaning, Inc., vs. Kiewit Infrastructure West Co.	Solano County Superior Court; FCS052505	103430 Oroville Spillway	3/13/2019	lawsuit by Subcontractor alleging a pass-through breach of contract claim regarding differing site conditions regarding the Oroville Dam Interim Spillway Project in Oroville, California.

7.3 Has your organization filed any lawsuits or requested an alternate dispute resolution with regard to construction contracts within the last 5 years? Yes

Matter Name	Court Name	Project	Matter Summary
Kiewit Infrastructure West Co. v Federal Highway Administration		103939 Kawela & Nanahu Bridges	Claim for Client utility relocation delays and differing site conditions. Ongoing
Utah Valley Transit Constructors, a Kiewit-Clyde JV v. Utah Transit Authority	JAMS, Inc.; 1220063204	Provo-Orem Transportation Improvement Project	Mediation against Owner, Utah Transit Authority alleging Owner-caused delays regarding the Provo-Orem Transportation Improvement Project in Provo, Utah. Ongoing
Kiewit Infrastructure West Co. v. The United States	The United States Court of Federal Claims; 16-45C	102012 - Deweyville	Lawsuit against the United States alleging costs incurred in connection with Changes and Constructive Changes in connection with the Deweyville Trailhead to Neck Lake Road located on Prince of Wales Island, Southeast Alaska. Ongoing

**Pre-bid Meeting for Central and Parallel East Pipelines
Inspection and Rehabilitation Project
Project No. 95084002 Contract No. C0661
Mandatory Pre-bid Meeting/Site Showing
Tuesday, August 25th at 10:00 AM via Zoom**

Company Name	Contact Name	Email Address	Prime/Sub
A. Teichert & Sons, Inc.	Jason Theriault	estimating@teichert.com	Prime
Alisto Engineering Group, Inc.	Larry Buenvenida		Subcontractor
Anvil Builders	Joey Armenta	Estimating@anvilbuilders.com	Prime
Anvil Builders	Amanda		Prime
Apex Testing Laboratories, Inc.	Jessica	Jessica@apextestinglabs.com	Subcontractor
Bess Testlab Inc	Diana Layseca	diana@bessstestlab.com	Subcontractor
Bio Mass	Steve Powell		Subcontractor
Bradley Tanks, Inc.	Brian Beaman		Subcontractor
CALIFORNIA PLUS ENGINEERING, INC.	REY FARD	REYF@CPEINC.US	Prime
Conquest Contracting	CJ Zelmick		Prime
Cratus, Inc.	S. Yildirim	estimating@cratusinc.com	Prime
Cratus, Inc.	Sue		Prime
Cratus, Inc.	Diana Layseca		Prime
Kiewit	Mark Christensen		Prime
Kiewit Infrastructure West Co.	Ethan Brand		Prime
McGuire & Hester	Michael Anderson		Prime
Mitchell Engineering	Scott Tilley		Prime
Mountain Cascade, Inc.	Don Crivello		Prime
Pronesti Environmental, Inc.	Brenda Hill		Subcontractor
Rain for Rent	John Purcell	jpurcell@rainforrent.com	Subcontractor
Ranger Pipelines Inc	Gavin McElhinney	estimating@rangerpipelines.com	Prime
Redwood Painting	Paul Loustaunau		Sub
Sequoia Ecological Consulting, Inc.	Brett Hanshew	bhanshew@sequoiaeco.com	Subcontractor
Sequoia Ecological Consulting, Inc.	Brett Hanshew		Subcontractor
Sierra Mountain Construction, Inc.	Sara Davis	Administrator	Prime
Steve P. Rados, Inc.	Chris Rowe	crowe@rados.com	Prime
Stoer & Graff, Inc.	Rick Graff		Subcontractor
Structural Technologies - CFRB Rehab	Ian McFatridge		Subcontractor
Structural Technologies - CFRB Rehab	Anna Pridmore		
Sukut Construction	Robbie Zwick		Prime
Teichert & Sons	Tim Sourcle		Prime
Teichert Construction	Steven Dooley		Prime
WSA Compliance	Bob Trujillo		Subcontractor



This form must be completed in ink and changes must be initialed.

PRIOR CONSTRUCTION CONTRACTS

The Bidder may make as many copies of this page as necessary. Bidder may provide the required information on an alternative document. Bidder must submit a signed original of this page 3 of Bid Form 7.

Respond to each item, indicating "none" where appropriate.

- A. Name, address, and telephone number of owner: Santa Clara Valley Water District;
5750 Almaden Expressway, San Jose, CA 95118; (408) 256-2600
- B. Name of project: Pacheco Conduit Inspection and Rehab
- C. Location of project: Gilroy, CA
- D. Brief description of the work involved: The project involved replacing and/or upgrading the
existing raw water appurtenances for the 120" diameter Pacheco Conduit and Pacheco Tunnel.
- E. Contract amount: \$3,075,525
- F. Claims amount: None
- G. Liquidated damages assessed: None
- H. Date of completion of contract: June 30, 2018
- I. Name, address, and telephone number of design firm's architect or engineer:
Gary Ohea; Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118;
(510) 381-1804
- J. Name of owner's project manager: Gary Ohea
- K. Declaration of Default (Yes or No): No
- L. Litigation on questions of project performance: None
- M. Determination of failure to pay prevailing wages or other state and/or federally required
taxes or contributions: None
- N. Citations by federal OSHA or CAL OSHA: None

District reserves the right to verify the above information.

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)

Bidder's Signature:

Eric M. Scott

Date:

9/23/2020

Bidder's Name and Title (Print): Eric M. Scott, Senior Vice President



This form must be completed in **ink** and changes must be **initialed**.

PRIOR CONSTRUCTION CONTRACTS

The Bidder may make as many copies of this page as necessary. Bidder may provide the required information on an alternative document. Bidder must submit a signed original of this page 3 of Bid Form 7.

Respond to each item, indicating "none" where appropriate.

- A. Name, address, and telephone number of owner: Santa Clara Valley Water District;
5750 Almaden Expressway, San Jose, CA 95118; (408) 256-2600
- B. Name of project: Cross Valley and Calero Pipeline Inspection and Rehabilitation Project
- C. Location of project: Morgan Hill, CA
- D. Brief description of the work involved: The project involves the draining and removal of water from
13 miles of 78" pipeline, rehab on pipeline appurtenances at 109 sites, and installation of new line valves.
- E. Contract amount: Current contract amount: \$9,676,586
- F. Claims amount: None
- G. Liquidated damages assessed: None
- H. Date of completion of contract: Anticipated 09/30/2020
- I. Name, address, and telephone number of design firm's architect or engineer:
Calvin Nguyen; Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118;
(408) 630-2602
- J. Name of owner's project manager: Calvin Nguyen
- K. Declaration of Default (Yes or No): No
- L. Litigation on questions of project performance: None
- M. Determination of failure to pay prevailing wages or other state and/or federally required
taxes or contributions: None
- N. Citations by federal OSHA or CAL OSHA: None

District reserves the right to verify the above information.

SIGNATURE BLOCK (Signature Block must be completed in **ink** and changes must be **initialed**.)

Bidder's Signature:

Eric M. Scott

Date:

9/23/2020

Bidder's Name and Title (Print): Eric M. Scott, Senior Vice President



BID FORM NO. 7
Bidder's General Information

This form must be completed in ink and changes must be initialed.

PRIOR CONSTRUCTION CONTRACTS

The Bidder may make as many copies of this page as necessary. Bidder may provide the required information on an alternative document. Bidder must submit a signed original of this page 3 of Bid Form 7.

Respond to each item, indicating "none" where appropriate.

- A. Name, address, and telephone number of owner: Santa Clara Valley Water District;
5750 Almaden Expressway, San Jose, CA 95118; (408) 256-2600
- B. Name of project: Almaden Valley Pipeline Emergency Response
- C. Location of project: San Jose, CA
- D. Brief description of the work involved: The project involves the mobilization and installation
of carbon fiber reinforcement in five sections of 78-inch diameter steel pipe.
- E. Contract amount: \$1,345,963
- F. Claims amount: None
- G. Liquidated damages assessed: None
- H. Date of completion of contract: June 1, 2020
- I. Name, address, and telephone number of design firm's architect or engineer:
Katrina N. Jessop, PE, PMP; Santa Clara Valley Water District,
5750 Almaden Expressway, San Jose, CA 95118; (408) 630-2288
- J. Name of owner's project manager: Katrina N. Jessop, PE, PMP
- K. Declaration of Default (Yes or No): No
- L. Litigation on questions of project performance: None
- M. Determination of failure to pay prevailing wages or other state and/or federally required
taxes or contributions: None
- N. Citations by federal OSHA or CAL OSHA: None

District reserves the right to verify the above information.

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)

Bidder's Signature: <u>Eric M. Scott</u>	Date: <u>9/23/2020</u>
Bidder's Name and Title (Print): <u>Eric M. Scott, Senior Vice President</u>	