



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 **PENITENCIA WATER TREATMENT PLANT REHABILITATION OF FLOCCULATION AND SEDIMENTATION BASIN 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 **433** 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: ~~\$4,375,400~~ DH
4,603,129

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. 1 Date 01/22/21

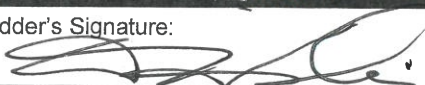
Addendum No. Date

Addendum No. 2 Date 01/22/21

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: Mountain Cascade, Inc.	ADDRESS:
CONTRACTOR'S CALIFORNIA LICENSE NUMBER: 422496	555 Exchange Court
DATE OF EXPIRATION: 05/31/2022	Livermore, CA
LICENSE CLASSIFICATION(S): A & HAZ	94550
PHONE NO.: (925) 373-8370	FAX NO.: (925) 373-0940
EMAIL ADDRESS: estimating@mountaincascade.com	
SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)	
Bidder's Signature: 	Date: 1/27/21
Bidder's Name and Title (Print): David Hicks: V.P. of Estimating/Secretary	



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SECTION A — BASE BID

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	Mobilization	<u>Lump Sum</u> Lump Sum	200,000	200,000
2	Demolition of Flocculation and Sedimentation Basin Systems	<u>3</u> Each	60,000	180,000
3	Removal of Basin Concrete Top Coating	<u>3</u> Each	135,000 177,575	405,000 532,725
4	Installation of New Sedimentation Equipment	<u>3</u> Each	360,000	1,080,000 1,080,000
5	Installation of New Flocculation Equipment	<u>3</u> Each	451,000	1,353,000
6	Replacement of Sludge Draw-Off Piping	<u>3</u> Each	40,000	120,000
7	Demolition of Launder Troughs	<u>3</u> Each	4,300	12,900
8	Installation of New Launder Troughs	<u>3</u> Each	34,000	102,000
9	Demolition of Tube Settlers	<u>3</u> Each	12,000	36,000



BID FORM NO. 1
Proposal and Bid Items

Page 3 of 4

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

SECTION A — BASE BID

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
10	Installation of New Tube Settlers	$\frac{3}{\text{Each}}$	252,000	756,000
11	Modification of Existing Pedestals for New Reel Drive	$\frac{3}{\text{Each}}$	14,500	43,500
12	Installation of New Electrical and Control Systems	$\frac{3}{\text{Each}}$	29,000	87,000
TOTAL BASE BID				4,375 4,375,400

DH



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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
13	Repair of Concrete Mortar Base-Coating	$\frac{10,000}{\text{Square Foot}}$	13.75 DH 20	137,500 DH 200,000
14	Installation of New Epoxy Top-Coating	$\frac{3}{\text{Each}}$	71,500 DH 110,000	214,500 DH 330,000
Section B Subtotal				352,000 DH 530,000
TOTAL BID (Section A Subtotal + Section B Subtotal)				4,727,400 DH 5,033,125



BID FORM NO. 2 Designation of Subcontractors

Page 1 of 1

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		
DH Cupertino Electric Inc. San Jose, CA	174637 8/31/22	1000003692 6/30/22	Electric	
Techno Coatings Anaheim, CA	296517 9/30/21	1000005841 6/30/22	Painting/ Coating	15% DH 20%
SD electric Tracy, CA	860914 12/31/22	1000005683 6/30/22	electrical	2%

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

Bidder's Signature:

Date:

1/27/21

Bidder's Name and Title (Print): **David Hicks: V.P. of Estimating/Secretary**



BID FORM NO. 2 Designation of Subcontractors

Page 1 of 1

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Bidder's Signature:

Date:

1/27/21

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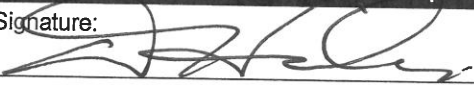
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Bidder's Signature:

Date:

1/27/21

Bidder's Name and Title (Print): **David Hicks: V.P. of Estimating/Secretary**

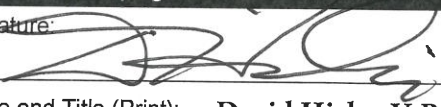


*This form must be completed in **ink** and changes must be **initialed**.*

In accordance with Public Contract Code Section 7106, David Hicks
(Bidder's full name)
declares that he or she is V.P. of Estimating/Secretary
(Bidder's title)
of Mountain Cascade, Inc.
(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 <i>ink</i> and changes must be <i>initialed</i> .)	
Bidder's Signature: 	Date: 1/27/21
Bidder's Name and Title (Print): David Hicks: V.P. of Estimating/Secretary	



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BE IT KNOWN BY THESE PRESENTS,

That we, Mountain Cascade, Inc., as PRINCIPAL,
and Liberty Mutual Insurance Company, 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 (10%) of the Total Amount of the Proposal.

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 Jan 27, 2021, (or such other date as specified per Addendum) for PENITENCIA WATER TREATMENT PLANT REHABILITATION OF FLOCCULATION AND SEDIMENTATION BASINS PROJECT Project No. 93764004 Contract No. C0664

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 19th day of January, 2021

PRINCIPAL: Mountain Cascade, Inc.


Signature

David Hicks

Name

V.P. of Estimating/Secretary

Title

555 Exchange Court

Livermore, CA 94550
Address

SURETY: Liberty Mutual Insurance Company


Signature

Hillary D. Shepard

Name

(Seal)

Attorney in Fact

Title

175 Berkeley Street
Boston, MA 02116

Address

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

ALL-PURPOSE ACKNOWLEDGEMENT

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 Arizona)SS
COUNTY OF Maricopa)

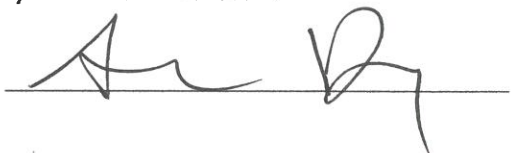
On January 19, 2021 before me, Sarah Bracy, Notary Public, personally appeared Hillary D. Shepard

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

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

WITNESS my hand and official seal.

Signature



OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Liberty Mutual Insurance Company
Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____



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

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

Certificate No: **8202944-024127**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James A. Bracy; Sarah Bracy; Terry Crull; David G. Jensen; Hillary D. Shepard; Kristin D. Thurber

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of January, 2020.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



BID FORM NO. 6
Iran Contracting Act Bid Certification

Page 1 of 2

*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.)



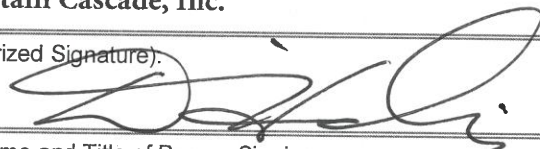
BID FORM NO. 6 Iran Contracting Act Bid Certification

Page 2 of 2

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): Mountain Cascade, Inc.		Federal ID No. (or n/a): 94-2806169
By (Authorized Signature): 		
Printed Name and Title of Person Signing: David Hicks: V.P. of Estimating/Secretary		
Date Executed: 1/27/21	Executed in (City & State): Livermore, California	

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): N/A		Federal ID No. (or n/a): N/A
By (Authorized Signature): N/A		
Printed Name and Title of Person Signing: N/A		
Date Executed: N/A	Executed in (City & State): N/A	



BID FORM NO. 7
Bidder's General Information

Page 1 of 3

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

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

The Bidders submitting the three (3) apparent low Bids 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:

Michael Duke Fuller : President Michael Lee Fuller : CEO

David Hicks: V.P. of Estimating/Secretary

Roger Williamson: Executive V.P.

Schelly Frades : Treasurer

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

Name: Glen Lamoreaux Date of Inspection: 1/6/21

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

(Providing Bonds) Liberty Mutual Insurance Company 175 Berkeley St Boston MA 02116

(Broker/Agent) Willis Towers Watson 525 Market St., Ste 3400 S.F. CA 94105

Nicole Evans 415-955-0147

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.**

6. Prior Construction Contracts: Provide details of all 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

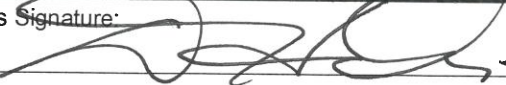
Page 2 of 3

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
- 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
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: 	Date: 1/27/21
Bidder's Name and Title (Print): David Hicks: V.P. of Estimating/Secretary	



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

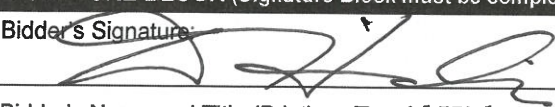
PRIOR CONSTRUCTION CONTRACTS

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: City of Fresno 1910 East University Ave
93703 Jeff Smith 559-621-5300 Jeff.Smith@fresno.gov
- B. Name of project: T-4 3MG Water Tank and Booster Pump Station
- C. Location of project: Fresno, CA
- D. Brief description of the work involved: pre-stressed concrete potable water storage tank, SCADA
control control systems, GAC vessels, emergency power diesel generator
- E. Contract amount: \$10,089,000
- F. Claims amount: none
- G. Liquidated damages assessed: none
- H. Date of completion of contract: 05/2016
- I. Name, address, and telephone number of design firm's architect or engineer:
Quad Knopf 6051 N. Fresno St., Fresno CA 93710
Randy Hoffman 757-243-6105 Randy.Hoffman@fresno.gov
- J. Name of owner's project manager: Matt Willibanks
- K. Declaration of Default (Yes or No): none
- 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 <i>ink</i> and changes must be <i>initialed</i> .)	
Bidder's Signature: 	Date: <u>1/27/21</u>
Bidder's Name and Title (Print): <u>David Hicks: V.P. of Estimating/Secretary</u>	



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

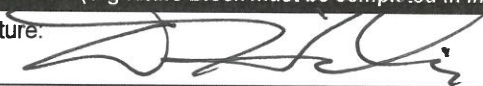
PRIOR CONSTRUCTION CONTRACTS

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: City of Hayward
777 B St. , Hayward, CA 94541 Susan England 510-293-5098 Susan.England@hayward-ca.gov
- B. Name of project: WPCF Primary Clarifier Conversion Project
- C. Location of project: Hayward, CA
- D. Brief description of the work involved: Modifications to convert existing Flotator-thickner tank into a 4th Clarifier. Removal & Disposal of Existing Flotator-thickner equipment
- E. Contract amount: \$2,993,824
- F. Claims amount: none
- G. Liquidated damages assessed: none
- H. Date of completion of contract: 07/2017
- I. Name, address, and telephone number of design firm's architect or engineer:
Brown & Caldwell 201 N. Civic Dr., Ste. 300 Walnut Creek, CA 94596
925-210-2325 Dennis Gellerman
- J. Name of owner's project manager: Susan England
- 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: 	Date: <u>1/27/21</u>
Bidder's Name and Title (Print): David Hicks: V.P. of Estimating/Secretary	



BID FORM NO. 7
Bidder's General Information

Page 3 of 3

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

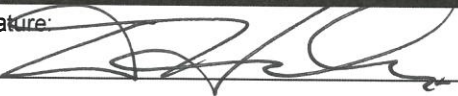
PRIOR CONSTRUCTION CONTRACTS

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.

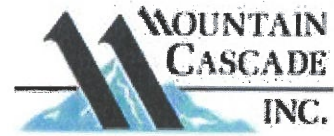
Respond to each item, indicating "none" where appropriate.

- A. Name, address, and telephone number of owner: Oro Loma Sanitary District
2655 Grant Ave., San Lorenzo, CA 94580 Jimmy Dang 510-276-4700 jdang@oroloma.org
- B. Name of project: Digester Facilities Improvement Project
- C. Location of project: San Lorenzo, CA
- D. Brief description of the work involved: two new concrete anaerobic digesters with concrete covers,
digester mixing & heating systems, digester gas systems modifications.
- E. Contract amount: \$7,197,490
- F. Claims amount: none
- G. Liquidated damages assessed: none
- H. Date of completion of contract: 04/2015
- I. Name, address, and telephone number of design firm's architect or engineer:
Kennedy Jenks 303 Second St., Ste. 300 San Francisco, CA 94107
Patrick Treanor 415-243-2150
- J. Name of owner's project manager: Jimmy Dang
- 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: 	Date: <u>1/27/21</u>
Bidder's Name and Title (Print): David Hicks: V.P. of Estimating/Secretary	

Cameron Miller



555 Exchange Court, Livermore CA 94550 | 925-373-8370 | cameronm@mountaincascade.com

Objective

PROJECT MANAGER/SUPERINTENDENT

Experience Managing Civil Engineering Projects to Successful Completion

- ◆ PE-licensed construction manager with experience managing water and wastewater projects.
- ◆ Oversee complex, multiphase, and high-profile engineering projects. Able to address financial constraints and complicated logistics to overcome project challenges.
- ◆ Excel in collaborating with contractors to assure projects meet or exceed design, quality, timeline, and budget expectations.

Education

DEGREE | DATE EARNED | SCHOOL

BS in Civil Engineering, UNIVERSITY OF THE PACIFIC (Stockton, CA) 1982

Skills & Abilities

MANAGEMENT

Professional Civil Engineer (PE), State of California

Competent Person Trained in Shoring & Excavation & Confined Space

OSHA 30 Hour Training

First Aid & CPR Trained

Responsibilities for these projects include, but are not limited to the following:

- Daily personal interactions with designers, contractors, inspectors, and authorities having jurisdiction on the project.
- Meet regularly with field office staff to discuss and resolve project matters.
- Be the hub of the construction project, responsible for its success and responsible for facilitating the resolution of all project issues in a fair but firm manner.
- Assure project is constructed in accordance with approved plans, specifications, budget, and schedule.
- Observe, monitor, and document the work of the contractor, this includes management of all project correspondence (incoming and outgoing), including but not limited to oral and written communications, RFIs, Memos to Designer, Field Directives, Clarification Letters, Submittals, Change Orders, and Progress Payments.
- Develop and distribute timely meeting agendas and minutes.

COMMUNICATION

**Engineering
Disciplines:**

Civil, Structural, Mechanical, Electrical, Instrumentation & Controls

Technical Tools: Primavera Contractor, Primavera SureTrak, EADOC, MS Project, MS Word, MS Excel

LEADERSHIP

PROJECT MANAGER/SUPERINTENDENT

Experience Managing Civil Engineering Projects to Successful Completion

- ◆ PE-licensed construction manager with experience managing water and wastewater projects.
- ◆ Oversee complex, multiphase, and high-profile engineering projects. Able to address financial constraints and complicated logistics to overcome project challenges.
- ◆ Excel in collaborating with contractors to assure projects meet or exceed design, quality, timeline, and budget expectations.

Experience

JOB TITLE | COMPANY | DATES FROM - TO

MOUNTAIN CASCADE, INC (Livermore, CA)

Project Manager 2/2015 to Present

Current and Recently completed projects:

- | | | |
|---|-----------------------------|-----------------|
| • River Islands Potable Water Storage Tanks & Pump Stations | Contract Value \$11,450,000 | |
| 10/2017 - Present | | |
| • Faria PP and Reservoirs and San Ramon Res Rehab | Contract Value \$9,197,000 | |
| 2/2017 - Present | | |
| • Group 2 Sewer Pump Station | Contract Value \$2,097,513 | |
| 12/2015-Present | | |
| • River Island Main Pump Station | Contract Value \$7,411,000 | |
| 12/2015 - Present | | |
| • City of Alameda Group 2 Sewer Pump Station | Contract Value \$2,097,513 | |
| 12/2015 - 3/2017 | | |
| • Brown Street Lift Station | Contract Value \$3,000,000 | 2/2015 - 6/2016 |
| • Sludge Thickening System Replacement | Contract Value \$1,780,250 | 2/2015 - 4/2016 |
| • Danville Pumping Plant No. 1 Improvements | Contract Value \$4,021,406 | 3/2013 - 9/2015 |

JOB TITLE | COMPANY | DATES FROM - TO

EAST BAY MUNICIPAL UTILITY DISTRICT (Oakland, CA)

Associate Civil Engineer, 2004-2015

Assistant Civil Engineer, 1993-2004

Supervising Admin Engineer, 1991-1993

Assistant Civil Engineer, 1983-1991

Completed Projects:

Danville Pumping Plant No. 1 Improvements 3/2013 – 9/2015	Contract Value \$4,021,406
• Berkeley View, Las Aromas, Madrone, Schapiro, Skyline PPs 5/2013 – 2/2015	Contract Value \$1,865,081
• Sobrante and USL WTPs Flocculator Rehabilitation 1/2014 – 10/2014	Contract Value \$1,201,426
• Sobrante Water Treatment Plant Electrical Upgrades 9/2012 – 4/2014	Contract Value \$2,050,606
• Walnut Creek Water Treatment Plant Improvements 9/2010 – 9/2013	Contract Value \$10,795,005
• Walnut Creek Pumping Plant 1&2 Electrical Improvements 5/2010 – 1/2013	Contract Value \$7,827,322
• Baseline/Laguna Reservoirs and Pumping Plant 8/2007 – 12/2009	Contract Value \$7,206,409
• Claremont Tunnel Seismic Upgrade 5/2004 – 5/2006	Contract Value \$38,177,612
• Danville Pumping Plant Expansion 6/2002 – 3/2005	Contract Value \$8,238,915
• Orinda Water Treatment Plant Improvements 12/1994 – 10/1998	Contract Value \$17,475,377



CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 630-3088
FACSIMILE (408) 979-5631
www.valleywater.org
scvwdplanroom@valleywater.org

*Santa Clara Valley Water District
Notification of this Addendum is transmitted via email to all current plan holders.
This Addendum is posted on the Valley Water website at
<https://www.valleywater.org/construction>*

January 22, 2021

**ADDENDUM NO. 1
TO CONTRACT DOCUMENTS FOR THE
PWTP – REHABILITATION OF FLOCCULATION AND SEDIMENT BASINS PROJECT
Project No. 93764004 Contract No. C0664**

Notice is hereby given to Prospective Bidders that the Contract Documents are modified as hereinafter set forth.

BID DOCUMENTS

NOTICE TO BIDDERS

1. **REPLACE** Paragraph 7, Contractor's License Requirement, in its entirety with the following:

Contractor's License Requirement. The Bidder must possess a current Class A and Class C10 Contractor's license issued by the California Department of Consumer Affairs, Contractor's State License Board when the Bid is submitted. Regardless of whether a subcontractor must be identified at the time of Bid, each subcontractor must also be properly licensed to perform its scope of Work.

INSTRUCTION TO BIDDERS

2. **REPLACE** Paragraph 21, Award of Contract, sub-paragraph B, in its entirety with the following:

"B. The Contract, if awarded, will be to a responsible Bidder, submitting the lowest responsive Bid. The award, if made, will be within 60 calendar days after the opening of the Proposals.

If the lowest responsible Bidder refuses or fails to execute the Contract, the award may be made to the second lowest responsible Bidder. The award, if made, will be within 90 calendar days after the opening of the proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the Contract may be

**ADDENDUM NO. 1
Santa Clara Valley Water District
C0664 - PWTP – Rehabilitation of Flocculation and Sediment Basins Project**

awarded to the third lowest responsible Bidder. The award, if made, will be made within 120 calendar days after the opening the proposals.”

SPECIFICATIONS AND CONTRACT DOCUMENTS

STANDARD PROVISIONS

3. **ADD** the following on Section 3, Scope of Work:

“3.17. Choice of Law and Venue

- A. The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.”

4. **ADD** the following under Article 4.02. Equal Opportunity Requirements:

“C. Investigations of Claims

Contractor must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Contractor must investigate all complaints directed to it by District. District will refer complaints in writing and Contractor will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of Contractor as well as all consultants, subcontractors, Subconsultants, and material suppliers of Contractor. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Contractor must take prompt, effective disciplinary action against the offender.”

SPECIAL PROVISIONS

5. **ADD** the following under Article 14.16.04. Required Coverages:

“F. Builders’ Risk (Course of Construction) Insurance

1. Covering all risks of loss less policy exclusions for an amount equal to the completed value of the Project with no coinsurance penalty provisions.
2. The Contractor’s coverage shall provide the following:
 - a. Coverage shall be provided on an “all-risk” or “special forms” basis (including perils of earthquake and flood, unless waived by the District’s Risk Manager), including coverage for “soft costs” such as design, engineering, and construction management fees.

ADDENDUM NO. 1

Santa Clara Valley Water District

C0664 - PWTP – Rehabilitation of Flocculation and Sediment Basins Project

- b. Coverage shall be provided on the work and Materials which are the subject to this Contract, whether in process or manufactured or finished, including "in transit" coverage to the final agreed upon destination of delivery, and including loading and unloading operations, and such coverage shall be in force until the work and Materials are accepted by the District's Board of Directors.
 - c. Builder's Risk policy shall name Santa Clara Valley Water District as loss payee and additional insured as its interests may appear at the time of the loss.
 - d. Deductible shall not exceed \$25,000 per occurrence and shall be borne by the Contractor, except that higher deductibles for earthquake and flood may be approved by the District's Risk Manager.
 - e. Loss, if any, shall be adjustable with and payable to the District as trustees for all entities having an insurable interest, except in cases as may require payment of all or a proportion of such insurance to be made to a mortgagee as its interest may appear.
 - f. The insurer shall agree to waive all rights of subrogation against the District.
 - g. If the Contractor fails to maintain such insurance as is called for herein, the District, at its option, may order the Contractor to suspend work at Contractor's expense until a new policy of insurance is in effect and on file with the District's project manager.
 - h. The policy shall provide Santa Clara Valley Water District the right to occupy the premises without termination of the policy until final acceptance of the project."
6. **REPLACE** the "Checklist of Documents Needed" table found on page 14-22 in its entirety with Attachment no. 1, "Revised Checklist of Documents Needed".
7. **ADD** the following under Article 21.01.03. Supplemental Work:
- "E. If Supplemental Bid 14 is implemented, additional days will be granted through a negotiated change order."
8. **REPLACE** Article 22.02. Guarantee and Guaranty Bond, paragraph A in its entirety with the following:
- "A. Refer to Standard Provisions Article 11.02. Guarantee and Guaranty Bond for requirements."

TECHNICAL PROVISIONS

9. **DELETE** Article 34.12.2.01.R. Preformed Channel Pipe Support in its entirety.
10. **REPLACE** Article 34.12, Horizontal and Transverse Flocculators, paragraph 2.01.Q Baffle Walls, item no. 1. in its entirety with the following:
 - "1. A total of twelve (12) stainless steel baffle walls shall be provided, as shown on the contract drawings. Each baffle wall will be **10' tall** x 32', divided into three sections, long and designed for a maximum 2" head differential. Each basin shall contain three (3) baffle walls extending across the width of each basin."
11. **REPLACE** Article 34.27, Rectangular Clarifier Sludge Removal Equipment, paragraph 2.01.D Collector Chain and Sprockets and Shafting, item no. 2. in its entirety with the following:
 - "2. The longitudinal collector chain shall be non-metallic **NM 720S**, manufactured from Nylon 6/6 material with T- 304 stainless steel pins and a working load limit of 1,740 lbs."
12. **REPLACE** Article 34.27, Rectangular Clarifier Sludge Removal Equipment, paragraph 2.01.D. Collector Chain and Sprockets and Shafting, item no. 3 in its entirety with the following:
 - "3. The drive sprocket shall consist of a machined stainless-steel sprocket hub with UHMW-PE sprocket teeth machined to accurately engage drive chain. Driven sprockets shall consist of a split machined cast iron sprocket hub with segmental UHMW-PE teeth machined to accurately engage drive chain. **The new head shaft sprockets shall be 40T, new collector sprockets shall be 23T, and new idler sprockets shall be 19T.**"
13. **REPLACE** Article 34.27, Rectangular Clarifier Sludge Removal Equipment, paragraph 2.01.D. Collector Chain and Sprockets and Shafting, item no. 6 in its entirety with the following:
 - "6. Sprocket shall be equipped with a shear pin, designed to provide a torque overload protection for the drive. Upon shear pin failure, a trip lug shall pop out of the sprocket. This trip lug will engage the lever arm of a limit switch. The limit switch will send a signal to shut off the drive. **Supplied torque limiter can be either type: shear pin, or ball and detent type. The same type shall be supplied for all equipment. Different types are not allowed.**
14. **REPLACE** Article 34.27, Rectangular Clarifier Sludge Removal Equipment, paragraph 2.01.H. Longitudinal Collector Drive Units, item no. 1.i., in its entirety with the following:
 - "i. All exposed rotating components of the equipment drive chain and sprockets, couplings, etc. shall be protected by **304 Stainless** steel guards, arranged to provide easy access to components. All such guards shall be secured using 316 stainless steel hardware.
15. **DELETE** Article 34.27.2.01.B in its entirety and indicate "Not Used".

ADDENDUM NO. 1

Santa Clara Valley Water District

C0664 - PWTP – Rehabilitation of Flocculation and Sediment Basins Project

16. REPLACE Article 34.27.2.01.L in its entirety with the following:

“L. Equipment manufacturers shall be JMS (John Myers & Sons), **Enviropax, Westech, Polychem Corporation, or approved equal**

17. **REPLACE** Article 34.28.2.01.B in its entirety with the following:

“B. All equipment shall be manufactured by **either Enviropax, Brentwood industries, Inc., or approved equal.**”

CONSTRUCTION MAP AND PLAN

DRAWINGS

18. On drawing Sheet D-01, Elevation View Section O, **REMOVE** the diagonal dash line in the guard rails. The guard rails shall not be demolished or removed.

Note: No revise drawings on Sheet D-01 will be provided on this addendum.

19. On Drawing M-04, under Section A, **REPLACE** note that starts with “New Bracket, fabricated to match...”, in its entirety with the following:

“New Bracket, fabricated to match existing walkway thickness”

Note: No revise drawings on Sheet M-04 will be provided on this addendum.

20. On Drawing M-04, under Notes, **REPLACE** note no.1 in its entirety with the following:

“1. New Pipe Thimbles shall be embedded in new concrete wall section per **Drawing Detail 1 on Sheet M-03.**”

Note: No revise drawings on Sheet M-04 will be provided on this addendum.

GENERAL QUESTIONS & RESPONSE

QUESTION 1: (Date Received: January 4, 2021)

Under Article 34.27 – Rectangular Clarifier Sludge Removal Equipment, paragraph 1.04.F requires the system components to be certified under NSF Standard 61 for direct contact with drinking water. Fairfield has begun the certification process, but I don't have an estimated time of completion at this time. If we were able to get certification before delivery of parts to the site, would this be acceptable to Valley Water so we could bid to installing contractors?

RESPONSE 1:

All materials must comply with the contract requirements.

QUESTION 2: (Date Received – January 6, 2021)

Just wondering if you have an update on approximate start date. We have a full backlog through the end of March so a start date before then will not work with our Ops Team's schedule and we would decline to bid.

RESPONSE 2:

Please refer to Article 12.03 Contract Time(s) and Table 12.03-1, Tentative/Estimated Schedule of Work for Milestones.

QUESTION 3: (Date Received – January 6, 2021)

The requirement listed in section 20.04.02 Contractor's Quality Control Staffing Requirements seems a bit over kill for this type and size of a project. For the money it cost to staff this person I doubt the district will gain anything other than driving up the cost of this project I would ask that they reconsider this requirement.

RESPONSE 3:

Quality Control staffing shall be required as specified in Article 20.04.02 of the specifications.

QUESTION 4: (Date Received – January 6, 2021)

The milestones are adequate for the mechanical portion of the work however if we sand blast have to repair and coat the concrete, we may need more time depending on the weather, the extent of concrete repair and preparation work example. I would ask that the LD's associated be limited to mechanical work only.

RESPONSE 4:

Please refer to item no. 7 of addendum no. 1.

QUESTION 5: (Date Received – January 8, 2021)

Section 11.02.01 Guarantee, paragraph B. states there will be a 3 year guarantee required. Paragraph C calls for a Guaranty Bond for this period. However, in Section 22.02 Guarantee and Guaranty Bond, paragraph A. it states there are no special requirements and Section 14.16.04 Required (Insurance) Coverages D. Surety Bonds only lists Bid Bond, Performance Bond, and Payment Bond are required. Can you please clarify if a 3 year Guaranty Bond will be required?

RESPONSE 5:

Please see Item 8 of Addendum No. 1. Yes. A three-year guarantee Bond is required for this project.

QUESTION 6: (Date Received – January 8, 2021)

Will there be a Builder's Risk policy required for this contract? Section 14 Checklist of Documents Needed shows a \$0 value next to this policy and there is no mention of it elsewhere in Section 14. However, Section 17.03 Security Requirements at Job Site,

ADDENDUM NO. 1

Santa Clara Valley Water District

C0664 - PWTP – Rehabilitation of Flocculation and Sediment Basins Project

paragraph A. shows a requirement that implies obtaining insurance similar to or matching a Builder's Risk policy. Please provide clarification.

RESPONSE 6:

Please see Item Nos. 5 and 6 of addendum No. 1.

QUESTION 7: (Date Received – January 8, 2021)

In reference to Contract Drawing, E-02, Sheet number 20 of 24: The Partial Single Line Diagram contains a bold line from MCC P1S to Sludge Collector Motors, representing new conductors from MCC P1S to each of the three (3) new motors.

In reference to Contract Drawing, E-05, Sheet number 23 of 24: The photo of the sludge collector motor calls out for "Conduit to Remain, TYP See Note 3." Note 3 directs the extension or modification of existing conduit and wire as applicable to reconnect to new equipment and enclosures.

Please clarify whether the District intent is for new conductors installed in existing conduit "P3" (per E-02 Conduit Schedule) from MCC P1S to each new motor, or to reuse the existing conductors and splice/extend if necessary.

RESPONSE 7:

Replace existing conduit with all new conduits.

QUESTION 8: (Date Received – January 8, 2021)

D-01, section O, shows what appears to be handrail demo. Please clarify if this is correct and required.

RESPONSE 8:

Please see item no. 18 of addendum no. 1.

QUESTION 9: (Date Received – January 8, 2021)

Referencing M-02, do the effluent troughs and weirs get replaced?

RESPONSE 9:

The effluent troughs and weirs will not be replaced.

QUESTION 10: (Date Received – January 8, 2021)

Referencing M-04, Section A, please verify where the increased thickness 1'-2" walkway comes from.

RESPONSE 10:

Please see item no. 19 of addendum no. 1.

ADDENDUM NO. 1

Santa Clara Valley Water District

C0664 - PWTP – Rehabilitation of Flocculation and Sediment Basins Project

QUESTION 11: (Date Received – January 8, 2021)

Referencing M-04, NOTE 1 says new pipe thimbles shall be embedded in the new concrete wall per Section A on drawings M-XX. Please clarify.

RESPONSE 11:

Please see item no. 20 of addendum no. 1

QUESTION 12: (Date Received – January 8, 2021)

What is the weight of the rapid mixers?

RESPONSE 12:

Total Mixer weight Approx. 4,200 lbs. each.

QUESTION 13: (Date Received – January 8, 2021)

Can you please provide some information on allowable point loads around the perimeter of the basins?

RESPONSE 13:

Please refer drawing sheet G-05 for possible crane locations.

QUESTION 14: (Date Received – January 8, 2021)

Can you please provide the existing conduit schedule, As-Built drawings for the MCC and existing Rake Drive control panel, and interior photos of the MCC and control panel if available.

RESPONSE 14:

See Attachment No. 2, As – Built, of this addendum no. 1.

QUESTION 15: (Date Received: January 10, 2021)

Under Article 34.27, Rectangular Clarifier Sludge Removal Equipment, Paragraph 2.01D.2 specifies the collector chain to be NH-78 nonmetallic chain. However, this is a drive chain, which is not large enough to support the scraper flights specified in Paragraph 2.01.F. Also, it is not strong enough to handle the sludge loads specified in Paragraph 2.01.C.2. The industry standard for nonmetallic collector chain is NCS720S, which has a rated working load of 5,000 lbs. and vertical paddle-style attachments to hold the flights (catalog cut attached). Please confirm which chain is to be supplied.

RESPONSE 15:

Please see item no. 11 of this addendum no. 1.

ADDENDUM NO. 1

Santa Clara Valley Water District

C0664 - PWTP – Rehabilitation of Flocculation and Sediment Basins Project

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QUESTION 17: (Date Received: January 10, 2021)

Under Article 34.27, Rectangular Clarifier Sludge Removal Equipment, Paragraph 2.01.D.3 specifies the type of drive and driven sprockets but does not specify number of teeth. The industry standard for the drive sprocket is 11 teeth, and the driven sprocket uses 40 teeth. Please confirm that these numbers of teeth are to be supplied.

RESPONSE 17:

Please see item no. 12 of this addendum no. 1.

QUESTION 18: (Date Received: January 10, 2021)

Under Article 34.27, Rectangular Clarifier Sludge Removal Equipment, Paragraph 2.01.D.6 specifies a shear pin style sprocket to be provided. However, this is in conflict with Section 2.01.H.1.d which specifies a ball-detent style torque limiter, which is a different type altogether. Please confirm which type of safety device is to be supplied.

RESPONSE 18:

Please see item no. 13 of this addendum no. 1.

QUESTION 19: (Date Received: January 10, 2021)

Under Article 34.27, Rectangular Clarifier Sludge Removal Equipment, Paragraph 2.01.D.8 specifies a chain guard made out of Type 304 stainless steel. However, this is in conflict with Section 2.01.H.1.i which specifies a galvanized steel chain guard. The industry standard is to use Type 304 stainless, which provides better corrosion resistance. Please confirm which material is to be used.

RESPONSE 19:

Please see item no. 14 of this addendum no. 1.

QUESTION 20: (Date Received: January 10, 2021)

Under Article 34.27, Rectangular Clarifier Sludge Removal Equipment, Paragraph 2.01.D specifies the drive and driven sprockets, but there is no mention of the collector sprockets. It is good practice to replace the collector sprockets at the same time as the collector chain so that they wear properly and in a predictable manner. The industry standard for headshaft collector sprockets is a 23 tooth split design and a 17 tooth split design for the idler shafts. Both are made out of cast nylon. Please confirm that collector sprockets are to be provided, the material to be used, and the number of teeth.

RESPONSE 20:

Please see item no. 12 of this addendum no. 1

ADDENDUM NO. 1

Santa Clara Valley Water District

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QUESTION 21: (Date Received: January 10, 2021)

Under Article 34.27, Rectangular Clarifier Sludge Removal Equipment, Paragraph 2.01.F.1 specifies the flight hardware to be 0.5 in diameter. The industry standard is 0.38 in diameter, and all of our collector chain attachments and filler blocks are sized for that. Please confirm that 0.38 in diameter mounting hardware can be supplied.

RESPONSE 21:

Flight Hardware shall be compatible with 7/16" Diameter shoe holes. ½-inch or 0.38 inch in diameter are acceptable.

QUESTION 22: (Date Received: January 10, 2021)

When will all of these questions be answered? How will they be distributed?

RESPONSE 22:

Valley Water will notify all planholders through email and all questions and answers will be posted on Valley Water website.

QUESTION 23: (Date Received: January 11, 2021)

Will additional, trade-specific specifications be released before the bid day. Information is required for Equipment supply, electrical subcontractors, etc....? (Only general condition requirements have been released).

RESPONSE 23:

Please see item no. 1 of this addendum no. 1

QUESTION 24: (Date Received: January 11, 2021)

Please advise of any information regarding the specification for new equipment to be supplied. Not enough information included to price out equipment.

RESPONSE 24:

See Attachment No. 2, As – Built, of this addendum no. 1.

QUESTION 25: (Date Received: January 14, 2021)

Please provide Product Data and Detail Drawings for Existing Tube Settlers, exhibiting dimensions of tube settler box pieces and weights.

RESPONSE 25:

Existing tube settlers will be replaced by the information indicated under Article 34.28, paragraph 1.07, Design Basis of Tube Settlers. Information for the existing tube settlers is not necessary on this contract.

ADDENDUM NO. 1

Santa Clara Valley Water District

C0664 - PWTP – Rehabilitation of Flocculation and Sediment Basins Project

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QUESTION 26: (Date Received: January 14, 2021)

Per specifications 18.02. Hours of Work. Work hours are from 8:00 am to 5:00 pm Monday through Friday with no work being performed on Saturday or Sunday.

With the accelerated milestone durations set forth in the specifications and the limited time during the wet weather season we are given to complete the shut down work in the Flocculation Basins and the Sedimentation Basins. 45 Calendar days is not enough time to accomplish the work during 8 hour days, especially the time it may take to remove the existing epoxy, fix any blemishes or holidays, and the option of having to recoat with epoxy.

Is the district willing to extend the total job duration by another shutdown season and extend the milestones with enough time to perform the work per plans and specifications in each basin, or would you prefer the contractor to accelerate working Extended hours & days or even possibly double shifts with multiple crews to achieve these milestones. If the latter is the option, is the district covering the overtime of the onsite inspector?

RESPONSE 26:

Please see item 7 of addendum no. 1.

QUESTION 27: (Date Received: January 18, 2021)

Please clarify if Article 34.12 Par. 2.01.R "Preformed Channel Pipe Support" system is required. Unable to locate on the plans.

RESPONSE 27:

Please see item no. 9 of addendum no. 1.

QUESTION 28: (Date Received: January 18, 2021)

Article 34.12 Par. 2.01.Q.1 shows "Each baffle wall will be 19' x 32'...". This does not match plans. Please clarify.

RESPONSE 28:

Please see item no. 10 of addendum no. 1.

QUESTION 29: (Date Received: January 18, 2021)

Article 34.12 Par. 2.01.O.3 shows that equipment manufacturer will supply a steel wall sleeve with water stop for each stuffing box. Two sets of link seals will be provided for each wall sleeve. Please clarify as this does not match the stuffing box Detail 1 on Sheet M-03 as no sleeve or link seals are shown.

RESPONSE 29:

The equipment will be as specified on Article 34.12, paragraph 2.01.O.3.

ADDENDUM NO. 1

Santa Clara Valley Water District

C0664 - PWTP – Rehabilitation of Flocculation and Sediment Basins Project

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QUESTION 30: (Date Received: January 18, 2021)

Article 34.27 Par. 2.01.B shows equipment shall be manufactured by Jim Myers and sons (JMS), Envirotech, Westech or Equal. Par. 2.01.L shows JMS (John Myers & Sons), Envirex, FMC Corp., Polychem Corp. or Equal. Please clarify.

RESPONSE 30:

Please see item nos. 15 and 16 of addendum no. 1.

QUESTION 31: (Date Received: January 18, 2021)

Sheet M-04 Note 1. Shows new pipe thimbles shall be embedded in new concrete wall section per Section A on Drawing M-XX. Please provide detail.

RESPONSE 31:

Please see item no. 20 of addendum no. 1.

QUESTION 32: (Date Received: January 18, 2021)

Sheet M-06 shows "New Ported Wall Typ". Please clarify if required. Please provide details if required.

RESPONSE 32:

The New Ported Wall is not required.

QUESTION 33: (Date Received: January 18, 2021)

Please provide Product Data and Detail Drawings for Existing Rapid Mixers. Please advise whether existing anchorage is to be reused or new anchorage is to be installed.

RESPONSE 33:

All existing anchorages and hardware will be re-used.

QUESTION 34: (Date Received: January 18, 2021)

Section 34.28 – Tube Settlers – 2.01B: please correct "Envirotech" with "Enviropax".

I believe this was a simple clerical error. It should be noted that neither JMS or WesTech can supply tube settler media. Currently, the only listed manufacturer that can provide the equipment in this specification section is Brentwood Industries. Given the city's desire for a competitive bid, I thought that I would highlight this fact.

RESPONSE 34:

Please see item no. 17 of addendum no. 1

ADDENDUM NO. 1

Santa Clara Valley Water District

C0664 - PWTP – Rehabilitation of Flocculation and Sediment Basins Project

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Page 12 of 13

THIS ADDENDUM NO. 1, WHICH CONTAINS 13 PAGES AND 2 ATTACHMENTS (16 PAGES), IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:



Date: 1/22/2021

Gregory Williams, P.E.

Interim Deputy Operating Officer
Raw Water Division

Enclosure(s): Attachment No. 1: Revised Checklist of Documents Needed
Attachment No. 2: As-Built Electrical Flocc and Sed 2021

Special Requirements**Section 14****REVISED CHECKLIST OF DOCUMENTS NEEDED**

The following checklist is a summary of generally required insurance documents that may be used as guidance.

General Liability:	A.	Limits (\$5,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Auto Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Umbrella (optional): Not Used.	A.	Limits (\$0)	
	B.	Primacy (Endorsement or policy language)	

Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	



Builder's Risk:	A.	Limits (Completed Value of the Project)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Cancellation Endorsement	

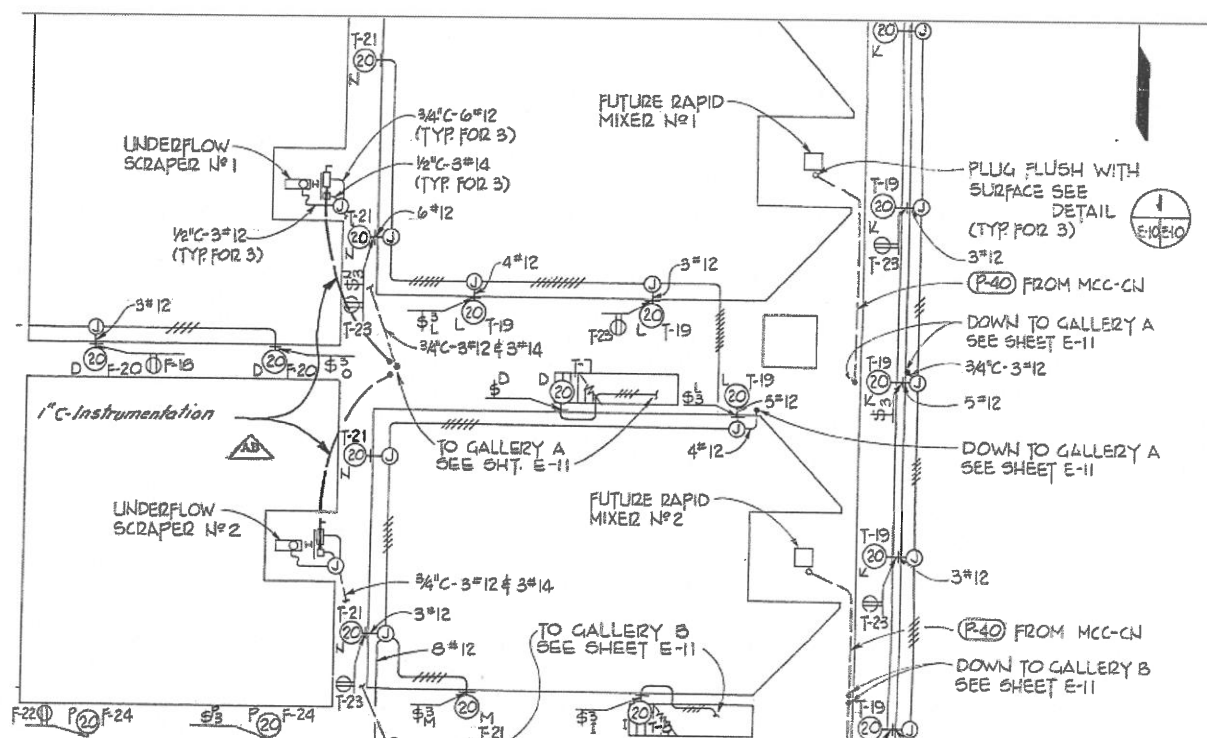
Professional Liability:	A.	Limits (\$2,000,000)	
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Pollution Legal Liability:	A.	Limits (Not Required)	
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Attachment No. 2_As-Built_Electrical Floc and Sed 2021

CONDUIT SCHEDULE

TAG NO.	CONDUIT		FUNCTION/TERMINATIONS
	SIZE	FILL	
D01	4	EMPTY	PRIMARY SERVICE POLE TO MAIN TRANSFORMER
S02	5	EMPTY	MAIN TRANSFORMER TO MAIN SWGR
P03			DELETED
P04	2-1/2	3#4/0	MAIN SWGR. TO MCC CN
P05	3-1/2	3#500 MCM	MAIN SWGR. TO MCC SN
P06	3-1/2	3#500 MCM	MCC US TO MCC SE C5 
P07	1-1/4	3#2	MCC US TO PB CA
P08	1	3#6	MCC US TO PB CB
P09	1	2#4	MCC UN TO PB CC
P10	1	3#4	MCC US TO PB S
P11	3/4	3#12	MCC US TO CLEARWELL CONT. VALVE
P12	3/4	2#14	RWS PUMP TO SOLIDS CONC. BUILDING.
P13	1	3#12 & 5#14	MCC SN TO DRYING BED PUMP
P14	3/4	3#12	MCC US TO ENTRANCE GATE OPERATOR
P15	3/4	3#12 & 3#14	MCC US TO DOM. WATER PUMP NO. 1 (2)
P16	3/4	3#12	MCC US TO EAST PIPELINE VALVE OPER.
P17	3/4	3#12 & 2#14	MCC US TO FINISHED WATER SAMPLE PUMP
P18	3/4	3#12 & 2#14	MCC UN TO RWS PUMP
P19	1-1/4	3#4 & 9#14	MCC UN TO WASH WATER REC. PUMP NO.1
P20	1-1/2	3#1	MCC US TO PLANT WATER PUMP NO. 1 (2)
P21	2-1/2	3#350 MCM	MCC BW TO BACKWASH PUMP
P22	3/4	3#12 & 2#14	MCC US TO FILTERED WATER SAMPLE PUMP
P23	1	3#12 & 8#14	MCC US TO PE 501 FEED PUMP
P24	1	3#12 & 2#14	MCC US SETTLED WATER SAMPLE PUMP
P25	1 	3#12 & 3 8#14	MCC CS26-37 TO FLOC. NO. 1A-D, 2A-D, 3A-D
P26	3/4	3#12 & 3#12	MCC CN TO UNDERFLOW COLL. NO. 1 (2,3)
P27	3/4	3#12 & 2#14	MCC CN TO UNDERFLOW CIRC. PUMP NO. 1 (2,3)
P28	3/4	3#12 & 2#14	MCC CS TO UNSETTLED WATER SAMPLE PUMP





CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 630-3088
FACSIMILE (408) 979-5631
www.valleywater.org
scvwdplanroom@valleywater.org

*Santa Clara Valley Water District
Notification of this Addendum is transmitted via email to all current plan holders.
This Addendum is posted on the Valley Water website at
<https://www.valleywater.org/construction>*

January 22, 2021

**ADDENDUM NO. 2
TO CONTRACT DOCUMENTS FOR THE
PWTP – REHABILITATION OF FLOCCULATION AND SEDIMENT BASINS PROJECT
Project No. 93764004 Contract No. C0664**

Notice is hereby given to Prospective Bidders that the Contract Documents are modified as hereinafter set forth.

BID DOCUMENTS

ADDENDUM

1. **DELETE** Item no. 1 of Addendum No. 1 in its entirety and **REPLACE** it with the following:

Contractor's License Requirement. The Bidder must possess a current **Class A** Contractor's license issued by the California Department of Consumer Affairs, Contractor's State License Board when the Bid is submitted. Regardless of whether a subcontractor must be identified at the time of Bid, each subcontractor must also be properly licensed to perform its scope of Work.
2. **NOTE:** There will be NO additional trade-specific specifications to be released on this contract.

THIS ADDENDUM NO. 2, WHICH CONTAINS 1 PAGE, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:

Date: 1/22/2021

Gregory Williams, P.E.
Interim Deputy Operating Officer
Raw Water Division

**ADDENDUM NO. 2
Santa Clara Valley Water District
C0664 - PWTP – Rehabilitation of Flocculation and Sediment Basins Project**



SECRETARY OF STATE
CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the 31ST day of MARCH, 1982, MOUNTAIN CASCADE, INC. became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

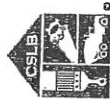
That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day
of March 5, 1999.



Bill Jones
BILL JONES
Secretary of State



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

MOUNTAIN CASCADE INC

License Number 422496

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
HAZ - HAZARDOUS SUBSTANCES REMOVAL
B - GENERAL BUILDING CONTRACTOR

Witness my hand and seal this day,

February 16, 2018

Issued May 10, 1982

Kevin J. Albanese, Board Chair

David R. Fögt, Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

State of California Department of Industrial Relations

Contractor Information

Legal Entity Name
 MOUNTAIN CASCADE INC.
 Legal Entity Type
 Corporation
 Status
 Active
 Registration Number
 1000095100
 Registration effective date
 07/01/20
 Registration expiration date
 06/30/22
 Mailing Address
 PO BOX 5030 LIVERMORE 94550 CA United States of America
 Physical Address
 555 EXCHANGE CT, LIVERMORE 94550 CA United States of America
 Email Address
 esl@mcba.com
 Trade Name/DBA
 MOUNTAIN CASCADE INC.
 License Number (s)
 CSLB-422496
 CSLB-422468

Legal Entity Information

Corporation Entity Number:
 C1107487
 Federal Employment Identification Number:
 942605169
 Agency for Service:
 DAVID HICKS
 555 EXCHANGE CT, LIVERMORE 94550 CA United States of America
 President Name:
 Michael Duke Piller
 Vice President Name:
 Roger Williamson
 Treasurer Name:
 Schelly Frades
 Secretary Name:
 David Hicks
 CEO Name:

Registration History

Effective Date	Expiration Date
06/21/18	06/30/19
06/30/17	06/30/18
06/30/16	06/30/17
06/30/15	06/30/16
01/12/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/22



CONTRACTORS
 STATE LICENSE BOARD
 ACTIVE LICENSE

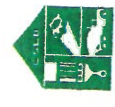
422496

MOUNTAIN CASCADE INC
 CORP

A HAZ

05/31/2022

www.csib.ca.gov





555 Exchange Court, Livermore, CA 94550 (925) 373-8370, Fax (925) 373-0940

Certification by Secretary of Corporation Resolution.

At the meeting of the Directors of Mountain Cascade, Inc., a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and by-laws of the corporation at its office on January 15, 2021 at which a quorum of the directors were present, the following resolution was adopted to wit:

Resolved, that Michael Lee Fuller, CEO, and/or Michael Duke Fuller, President, and/or David Hicks, Estimating Vice President and Secretary, and/or Schelly Frades, Treasurer, and/or Roger Williamson, Executive Vice President, is/are hereby authorized to sign contracts/agreements in the name of and on behalf of Mountain Cascade, Inc. The following individuals were also elected Assistant Secretary of the Corporation: Schelly Frades and Diana Fuller.

I, David Hicks Secretary of Mountain Cascade, Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on January 15, 2021 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

David Hicks
Secretary

Date

01/15/21