

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: JULY 20, 2007

**AGENDA ITEM
E-2
JULY 25, 2007**

AWARD BLACK LAKE WWTF POND #3 LINER PROJECT BID

ITEM

Award bid for construction of Black Lake WWTF Pond #3 Liner Replacement Project and adopt resolution authorizing loan from Town Sewer Fund predicated on repayment by Black Lake Sewer Fund customers. [ADOPT RESOLUTIONS].

BACKGROUND

Your Honorable Board previously approved the design for the Black Lake WWTF Pond #3 Liner Replacement Project and authorized processing of formal bids. Staff advertised the project on May 29, 2009, and held a Pre-Bid Conference on June 14, 2007, at which nine contractors participated. On June 21, 2007, staff conducted the bid opening. Five contractors submitted bids, which are valid through September 21, 2007. Attached is a summary of the bids received; a copy of the Raminha Construction, Inc. (Raminha) Bid; and a copy of the Sansone Company, Inc. (Sansone) Bid. Bid Submittals from the remaining bidders are available for review at NCSO Office. As set forth in the attached summary, Raminha's base bid of \$127,454.00 was the apparent low bid, however, there appeared to be minor irregularities with Raminha's bid that required legal evaluation. It should be noted that four of the five bids are under the Engineer's Cost Estimate of \$175,376.00.

On June 25, 2007, Sansone submitted a bid protest (attached). On July 6, 2007, Raminha responded to Sansone's bid protest (attached). On July 11, 2007, District Legal Counsel Jon Seitz and Special Legal Counsel Linda Beck rejected Sansone's bid protest on behalf of the District (attached).

As a result of the legal analysis conducted by District Legal Counsel and Special Legal Counsel, staff has determined that Raminha's Base Bid is responsive and that Raminha is a responsible bidder.

Attached is a draft resolution making findings; awarding the bid to Raminha for \$127,454.00 to perform the base bid work; authorizing the General Manager to execute the contract with Raminha to perform the base bid work for \$127,454.00 and authorizing the General Manager to execute up to \$10,000 in change orders to resolve change order requests. Staff is recommending that your Honorable Board accept the base bid and reject the Alternative Bid for hauling the bio-solids to Cold Canyon Landfill. The Base Bid assumes that the bio-solids will be hauled to the Southland WWTF.

Also attached is a draft resolution approving and inter-fund loan to pay for the work. As set forth in this resolution staff will report back at the end of construction to specify the exact charges to be added to Black Lake Sewer fund customer's bills.

Both Raminha and Sansone have been invited to attend this hearing.

RECOMMENDATION

Following closure of public comments on this item, staff recommends that your Honorable Board adopt the two resolutions.

ATTACHMENTS

- Summary of Bids Received
- Raminha Bid
- Sansone Bid
- Sansone Bid Protest
- Raminha Response to Sansone Bid Protest
- Legal Counsel Rejection of Sansone Bid Protest
- Draft Award Resolution
- Draft Loan Resolution

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**BLACK LAKE POND LINER BIDS
JUNE 21, 2007**

	COMPANY	BASE BID
1.	Simons	\$168,747.00
2.	Sansone	\$149,800.24
3.	Spiess	\$227,086.00
4.	Raminha	\$127,454.00
5.	Elevation	\$152,214.00

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CONTRACT PROPOSAL
TO
NIPOMO COMMUNITY SERVICES DISTRICT
FOR

Blacklake Wastewater Treatment Facility Pond Liner Replacement Project

Name of Bidder RAMINHA CONSTRUCTION INC
Business Address 6005 SYCAMORE RD, ATASCADERO, CA 93422
Telephone (805) 461-0052 Fax (805) 461-0053

TO THE GOVERNING BODY OF THE NIPOMO COMMUNITY SERVICES DISTRICT

Pursuant to and in compliance with your Notice Inviting Bids for the project described above, and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the Nipomo Community Services District all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete said work, all in strict conformity with the Contract Documents, including Addenda Nos. 1, 2, and 3 on file at the District Office, for the total price of dollars (\$ 13445.40), which is in agreement with the unit prices in the Bid Schedule, hereinafter set forth.

Bidder declares that the only persons or parties interested in this proposal are those named herein, and that this proposal is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the District, in strict conformity to the Contract Documents, in the form set forth in the Contract Documents, and will perform the entire Work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.

List ALL Projects of more than \$100,000 Completed in Last Three Years, with Contact Information
Attach additional pages if needed

Project Name/Owner Name	Description of Work/Contract Amount	Contact Name and Telephone Number
CAMBERIA COMMUNITY SEWER DIST. EAST WEST RANCH WATER MAIN	WATER MAIN \$ 465,000.00	STEVE SYLVESTER (805) 239-3127
COUNTY OF SLO GENERAL SERVICES SLO COUNTY AIRPORT	EASTSIDE RAMP FAA TAXIWAYS & ACCESS ROADS - PH2 \$ 589,000.00	DON SATTER (805) 781-7200
CITY OF PASO ROBLES TOWER ROAD PIPELINE	WATER HEAD FACILITY + PIPELINE \$ 842,000.00	DITAS ESPARANERA (805) 237-3861
CITY OF ATASCADERO ATASCADERO SEWERAGE TREATMENT FACILITY	NEW SEWERAGE TREATMENT FACILITY \$ 620,000.00	JIM MARTIN (805) 461-5000

List AT LEAST TWO Projects of Like Magnitude, Comparable Difficulty and Rates of Progress,
with Contact Information
Attach additional pages if needed

Project Name/Owner Name	Description of Work/Contract Amount	Contact Name and Telephone Number
TEMPLETON COMMUNITY SERVICES DISTRICT	EARTHWORK FOR 2 NEW PEFC POND CONCRETE PIPING + CLII BASE \$ 881,000.00	BILL VAN ORDEN (805) 434-4900
SAN MIGUELITO COMMUNITY SERVICES DISTRICT	INSTALL NEW SEWER LIFT STATION EMERGENCY STORAGE TANKS \$ 298,000.00	BEYAN SEIFERT (805) 674-5813
ZACA MESA WINERY	PROCESS WASTE POND \$ 251,000.00	NICK POKEAJAC (805) 434-2219
BLANCHI WINERY	2 LIFT STATIONS, PIPING + STORM DRAINAGE \$ 340,000.00	NICK POKEAJAC (805) 434-2219

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to the Contractor, except as follows: (name any and all exceptions and reasons therefor). Attach additional pages if needed.

Project Name/Owner Name	Description of Work	Explanation



SMITH ELECTRIC SERVICE

LA HONDA ELEMENTARY SCHOOL

DESCRIPTION: Underground Utilities
LOCATION: Lompoc
VALUE: \$175,000.00
CONTACT: Dane Austin (805) 922-6243

SMITH ELECTRIC SERVICE

ENGINEERING FOUR, CAL POLY

DESCRIPTION: Underground Utilities & Grading
LOCATION: San Luis Obispo
VALUE: \$300,000.00
CONTACT: Dane Austin (805) 922-6243

CITY OF PASO ROBLES

TOWER ROAD WELLHEAD FACILITY AND PIPELINE

DESCRIPTION: New Wellhead Facility and Pipeline
LOCATION: Paso Robles
VALUE: \$878,000.00
CONTACT: Ditas Esperanza (805) 237-3861

ATASCADERO MUTUAL WATER COMPANY

SYCAMORE ROAD WATER MAIN (Well 2A Pipeline)

DESCRIPTION: Underground Utilities
LOCATION: Atascadero
VALUE: \$140,000.00
CONTACT: John Neil (805) 466-2428

PEOPLE'S SELF HELP HOUSING

MONTECITO VERDE III

DESCRIPTION: Earthwork & Underground Utilities
LOCATION: Nipomo
VALUE: \$450,000.00
CONTACT: Cheryl Flores (805) 783-4464

AVILA COMMUNITY SERVICES DISTRICT

AVILA SEWER LINE

DESCRIPTION: Install Sewer Line
LOCATION: Avila
VALUE: \$130,000.00
CONTACT: John Wallace (805) 544-4011

6805 Sycamore Road ♦ Atascadero, Ca 93422 ♦ License #469531

Phone (805) 461-0052 ♦ Fax (805) 461-0053

raminhaconstruction@wildblue.net



**TEMPLETON COMMUNITY SERVICES DISTRICT
EFFLUENT PERCOLATION POND EXPANSION**

DESCRIPTION: Earthwork For (2) New Percolation Ponds, Piping, Concrete, and New
CLII Base Roads
LOCATION: Templeton
VALUE: \$881,000.00
CONTACT: Bill Van Orden (805) 434-4900

**SAN MIGUELITO COMMUNITY SERVICES DISTRICT
CONSTRUCTION OF SAN LUIS BAY ESTATES SEWER LIFT STATION #2**

DESCRIPTION: Install A New Sewer Lift Station, (2) Emergency Storage Tanks,
Abandonment of Existing Sewer Lift Station, Concrete Retaining
Wall, Piping, and Parking Lot Paving
LOCATION: Avila
VALUE: \$298,000.00
CONTACT: Bryan Siefert (805) 674-5813

**ZACA MESA WINERY
PROCESS WASTE POND**

DESCRIPTION: Earthwork For (1) New Winery Waste Pond, HDPE Liner, Lift Pumps,
Piping, Aerators and Road Work
LOCATION: Los Olivos
VALUE: \$251,000.00
CONTACT: Nick Pokrajac (805) 434-2219

**BIANCHI VINEYARDS
NEW WINERY**

DESCRIPTION: Piping, (2) Lift Stations, HDPE Pond Liner, Aerator
And Storm Drainage
LOCATION: Paso Robles
VALUE: \$340,000.00
CONTACT: Nick Pokrajac (805) 434-2219

**TEMPLETON COMMUNITY SERVICES DISTRICT
WESTSIDE SEWER LIFT STATION**

DESCRIPTION: New Sewer Lift Station, Gravity Sewer, Force Main, Boring, Concrete
& A/C Removal and Replacement
LOCATION: Templeton
VALUE: \$780,000.00
CONTACT: Bill Van Orden (805) 434-4900

6805 Sycamore Road ♦ Atascadero, Ca 93422 ♦ License #469531
Phone (805) 461-0052 ♦ Fax (805) 461-0053
raminhaconstruction@wildblue.net



CITY OF ATASCADERO

ATASCADERO SLUDGE BED DRYING FACILITY

DESCRIPTION: New Sludge Bed Drying Facility
LOCATION: Atascadero
VALUE: \$488,000.00
CONTACT: Geoff English (805) 461-5000

NICK POKRAJAC, INC.

SCOLARI'S SEWER

DESCRIPTION: Underground Utilities
LOCATION: Paso Robles
VALUE: \$140,000.00
CONTACT: Nick Pokrajac (805) 434-2219

CAMBRIA COMMUNITY SERVICES DISTRICT

EAST WEST RANCH WATER MAIN

DESCRIPTION: Install Water Main
LOCATION: Cambria
VALUE: \$465,000.00
CONTACT: Steve Sylvester (805) 239-3127

COUNTY OF SAN LUIS OBISPO GENERAL SERVICES

SLO COUNTY AIRPORT

EASTSIDE RAMP FAA TAXIWAYS & ACCESS ROAD – PH2

DESCRIPTION: Earthwork, Retention Basin & Underground Utilities
LOCATION: San Luis Obispo
VALUE: \$589,000.00
CONTACT: Don Sather (805) 781-7200

CS NINO BUILDING CORP

LA COSTA TRACT 2448

DESCRIPTION: Earthwork, Basin Paving & Underground Utilities
LOCATION: Atascadero
VALUE: \$700,000.00
CONTACT: Steve Nino (805) 434-1415

6805 Sycamore Road ♦ Atascadero, Ca 93422 ♦ License #469531
Phone (805) 461-0052 ♦ Fax (805) 461-0053
raminhaconstruction@wildblue.net

BID SCHEDULE

Blacklake Wastewater Treatment Facility Pond Liner Replacement Project

Pursuant to NOTICE INVITING BIDS, and INFORMATION TO BIDDERS, the undersigned hereby proposes and agrees that on award by the Nipomo Community Services District in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds and insurance, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for the Blacklake Wastewater Treatment Facility Pond Liner Replacement Project, in accordance with the Contract Documents therefor adopted and on file with the Nipomo Community Services District, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Cost	AMOUNT
BASE BID					
1	Mobilization/Demobilization 50/50		LUMP SUM		<u>5,100⁻</u>
2	Daily Overhead Rate to be paid as Extended Overhead.	10	WD*	<u>7.00</u>	<u>70⁻</u>
3	Clearing & Grubbing (Incl. Vegetation, Sludge, Old Aeration System, Liner Removal and Disposal).		LUMP SUM		<u>14,800⁻</u>
4	Haul Sludge & Sand to Southland WWTP (Final Pay Quantity)		LUMP SUM		<u>15,750⁻</u>
5	Earthwork - Excavate backfill at footings, Lagoon Reshaping & Compaction		LUMP SUM		<u>17,565⁻</u>
6	PCC Pads at Pipe Penetrations of New Liner	6	EACH	<u>900⁻</u>	<u>5,400⁻</u>
7	Plug old aeration system piping flush with lagoon wall.		LUMP SUM		<u>600⁻</u>
8	Lagoon Preparation		LUMP SUM		<u>4,175⁻</u>
9	40 mil High Density Polyethylene Lay-In Liner	33,100	S.F.	<u>1.06</u>	<u>35,086⁻</u>
10	Penetration Seal Boots (60 mil)	6	EACH	<u>295⁻</u>	<u>1,770⁻</u>
11	Stainless Steel Battens & Hardware	892	L.F.	<u>26.50</u>	<u>23,638⁻</u>
12	Finish Project		LUMP SUM		<u>3,500⁻</u>
* WD=WORKING DAY			BASE BID GRAND TOTAL		<u>127,454⁻</u>
Bid Alternates					
13	DELETE Item 4		LUMP SUM		<u>(15,750⁻)</u>
14	Haul Sludge & Sand to Cold Canyon Landfill (Final Pay Quantity)		LUMP SUM		<u>22,750⁻</u>
ALT BID: GRAND TOTAL ITEM 14 IN LIEU OF ITEM 4					<u>134,454⁻</u>

Note: Landfill fees, Bio-solids testing fees, Environmental fees, or any other governmental or unknown fee shall be paid directly by the Nipomo Community Services District to the Agency and are NOT the responsibility of the contractor and NOT a part of the Bid Schedule.

BID BOND

KNOWN ALL PERSONS BY THESE PRESENTS that, Raminha Construction, Inc. hereinafter called the PRINCIPAL, and Fidelity and Deposit Company of Maryland, hereinafter call the SURETY, are held and firmly bound unto the Nipomo Community Services District, hereinafter called the OBLIGEE, on order, in the sum of ten percent of amount bid---- Dollars (\$ 10%-----) (being at least ten percent (10%) of the total amount of PRINCIPAL's proposal) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Proposal for the project entitled **Blacklake Wastewater Treatment Facility Pond Liner Replacement Project** to the OBLIGEE, said Proposal, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if said Proposal is rejected or, in the alternate, if said Proposal is accepted and the PRINCIPAL signs and delivers a Contract and furnishes a Performance Bond and Payment Bond, in the form and within the time required by the Proposal and the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the PRINCIPAL shall be forfeited to the OBLIGEE, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL shall be the amount of this obligation as herein stated, as liquidated damages. Such forfeiture and liquidated damages under this bond shall be without prejudice to the OBLIGEE'S right to pursue any excess actual damages from the PRINCIPAL for breach of contract or otherwise.

The SURETY, for value received, hereby agrees that the obligations of said SURETY and its bond shall not be impaired or affected by any extension of the time within which the OBLIGEE may accept such Proposal, and the SURETY hereby waives notice of any such extension.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay, in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court.

Signed this 15th day of June, 2007

Raminha Construction, Inc.

PRINCIPAL

BY 

Fidelity and Deposit Company of Maryland

SURETY

BY 

Danijela L. Mosunic, Attorney-In-Fact

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Santa Clara } ss.

On June 15, 2007 before me, Patricia K. Simicich, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Danijela L. Mosunic
Name(s) of Signer(s)

personally known to me
 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.

WITNESS my hand and official seal.

Patricia K. Simicich
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Danijela L. Mosunic

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

Signer Is Representing: _____



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Francis E. COOK, Charles M. GRISWOLD, Danijela L. MOSINIC and Ronald G. SPENO, all of Cupertino, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Charles M. GRISWOLD, dated September 24, 2002.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of July, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Theodore G. Martinez

By:

Gregory E. Murray Assistant Secretary

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 22nd day of July, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009



Civil Engineering
Surveying
Project Development

ADDENDUM NO. 1

TO

BLACKLAKE WASTEWATER TREATMENT FACILITY POND LINER REPLACEMENT PROJECT


Bids Open: June 21, 2007 @ 2:00 p.m.

The Bid Schedule (page number 18 of 70) is to be changed as follows:

From: ALT BID: GRAND TOTAL ITEM 14 IN LIEU OF ITEM 6

To: ALT BID: GRAND TOTAL ITEM 14 IN LIEU OF ITEM 4

END OF ADDENDUM NO. 1



R. James Garing, P.E.
District Consulting Engineer

12 June 07

Date

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Civil Engineering
Surveying
Project Development

ADDENDUM NO. 2

TO


BLACKLAKE WASTEWATER TREATMENT FACILITY POND LINER REPLACEMENT PROJECT

Bids Open: June 21, 2007 @ 2:00 p.m.

1. Bid Items 4 and 14 are intended to be hauling cost to two different locations. Bid item 3 includes disposal of old liner at landfill of bidder's choice. Separation of liner from sludge/sand is required in either case. Only sludge/sand is to be transported to Southland WWTP (Bid item 4) or Cold Canyon Landfill (Bid Item 14).
2. Bid Item 2 (Extended Overhead) is included as part of the new NCSD Standard Specifications.
3. The amount of sludge/sand removed in Bid Item 3 and disposed of in Bid Item 4, is a Final Pay Quantity. A sketch of Lagoon #3 (Attachment 1) with pothole depths of existing cover as of June 18, 2007 at eight different locations is attached to assist bidders in determining the amount of existing cubic yards of sludge/sand material to be excavated/removed in Bid Item #3 and hauled/offloaded in Bid Item 4.

See Attachment 1

END OF ADDENDUM NO. 2



R. James Garing, R.E.
District Consulting Engineer

19 June 07

Date





Civil Engineering
Surveying
Project Development

ADDENDUM NO. 3


TO

BLACKLAKE WASTEWATER TREATMENT FACILITY POND LINER REPLACEMENT PROJECT

Bids Open: June 21, 2007 @ 2:00 p.m.

ITEM 5a Insurance Limits on page 43 of 70 is changed to read: Commercial General Liability: TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for all covered losses and no less than FOUR MILLION DOLLARS (\$4,000,000) general aggregate.

END OF ADDENDUM NO. 3



R. James Garing, P.E.
District Consulting Engineer



Date

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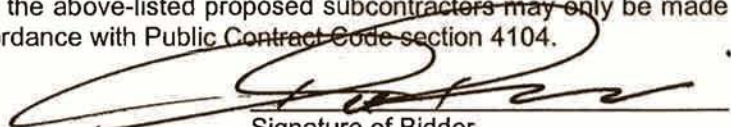


PROPOSED SUBCONTRACTORS

Pursuant to California Public Contract Code Section 4100 et seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Additional supporting data may be attached to this page. Each page shall be sequentially numbered, headed "Proposed Subcontractors," and shall be signed.

Subcontractor Name	Business Address	Portion of Work
CAYFIELD ENVIRONMENTAL SYSTEMS CORP	1160 FEDER ST EL CAJON CA 92020	LINER
SPEEDSOIL TOOL SERVICE INC	1573 EAST BENAVIDA RD SANTA MARIA, CA 93454	TRUCKING

After the award of contract, substitutions of the above-listed proposed subcontractors may only be made with the prior approval of the District in accordance with Public Contract Code section 4104.


Signature of Bidder

BAMINHA CONSTRUCTION INC
Company Name of Bidder

6/21/07
Date

BIDDER INFORMATION

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. The District will use this information to maintain and update a "Bidder's" List to assist in the overall annual DBE goal setting process. To the extent permitted by law, all information submitted will be held in strict confidence and will not be shared without your consent.

Prime Contractor:

Firm Name: RAMINHA CONSTRUCTION INC Phone: 461-0052
6005 54 LANMORE RD.
Business Address: ATASLADERO, CA Fax: 461-0053
93422

License No. and Classification 469531 A Years in Business:

Contact Person: DAVID RAMINHA

Is the firm currently certified as a DBE by CalTrans? No Yes Cert. Number: 22173

Gross Annual Receipts for last year:
 < \$1 million < \$5 million < \$10 million < \$15 million > \$15 million

Type of work/ services/ materials provided for this job:
 Contractor Supplier Manufacturer Trucking Broker
 Other (describe):

Contractor Specialty for this job:
 Roadway Construction (including signing, paving, sawcutting, and concrete)
 Roadway Painting/Striping
 Roadway Lighting & Electrical Signals
 Bridge & Tunnel Construction
 Water, Sewer, & Pipeline Construction
 Power & Communication Transmission Line (including conduit construction)
 Landscaping/Irrigation
 Other Heavy Construction (including parks, reclamation, reservoir, water & sewer treatment facilities)
 Masonry (including retaining walls and foundations)
 Concrete Retaining Walls
 Building Construction
 Other (describe):

Sub-Contractors/ Suppliers/ Others:

Firm Name: Layfield Environmental Systems Corp. Phone: 619-562-1200

Business Address: 1166 Fessler St. Suite B Fax: 619-562-1150
EL CAJON, CA 92020

License No. and Classification 837614 A Years in Business: 15

Contact Person:

Is the firm currently certified as a DBE by CalTrans? No Yes Cert. Number: _____

Gross Annual Receipts for last year:

< \$1 million < \$5 million < \$10 million < \$15 million > \$15 million

Type of work/ services/ materials provided for this job:

Contractor Supplier Manufacturer Trucking Broker
 Other (describe):

Contractor Specialty for this job:

- Roadway Construction (including signing, paving, and concrete)
- Roadway Painting/Striping
- Roadway Lighting & Electrical Signals
- Bridge & Tunnel Construction
- Water, Sewer, & Pipeline Construction
- Power & Communication Transmission Line (including conduit construction)
- Landscaping/Irrigation
- Other Heavy Construction (including parks, reclamation, reservoir, water & sewer treatment facilities)
- Masonry (including retaining walls and foundations)
- Concrete Retaining Walls
- Building Construction
- Other (describe):

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

THIS FORM MUST BE SUBMITTED WITH BID

Sub-Contractors/ Suppliers/ Others:

Firm Name: Speeds Oil Tool Service Inc.

Phone: 925-1369

Business Address: 1573 EAST BETTERAVIA RD.
SANTA MARIA, GA 31454

Fax: 925-3274

License No. and Classification 1329, ALL OTHER BUSINESS

Years in Business: 70

Contact Person: GENE BOURBON

Is the firm currently certified as a DBE by CalTrans? No Yes Cert. Number: _____

Gross Annual Receipts for last year:

< \$1 million < \$5 million < \$10 million < \$15 million > \$15 million

Type of work/ services/ materials provided for this job:

Contractor Supplier Manufacturer Trucking Broker
 Other (describe):

Contractor Specialty for this job:

- Roadway Construction (including signing, paving, and concrete)
- Roadway Painting/Striping
- Roadway Lighting & Electrical Signals
- Bridge & Tunnel Construction
- Water, Sewer, & Pipeline Construction
- Power & Communication Transmission Line (including conduit construction)
- Landscaping/Irrigation
- Other Heavy Construction (including parks, reclamation, reservoir, water & sewer treatment facilities)
- Masonry (including retaining walls and foundations)
- Concrete Retaining Walls
- Building Construction
- Other (describe): TRUCKING

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

THIS FORM MUST BE SUBMITTED WITH BID

CONTRACTOR'S EXPERIENCE AND FINANCIAL QUALIFICATIONS

The following statements as to the experience and financial qualifications of the bidder are to be submitted with the Contract Proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name, for 20 years. Experience in work of a nature similar to that covered in the Proposal extends over a period of 30 years.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTE: If Bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Bidder or other interested person is an individual, state first and last names in full.)

Entity Name	Individual's Name	Title
RAMINHA CONSTRUCTION, INC.	DAVID RAMINHA	PRESIDENT & VICE PRESIDENT
	KATHY RAMINHA	SECRETARY & TREASURER

Contractor's License Number: 469531

License Renewal Date: 11/30/07

TOTAL BASE BID: Items 1 through 12 inclusive and all work incidental thereto and connected therewith:

\$ 127,454.00 (In Figures)

One Hundred Twenty Seven Thousand Four Hundred Fifty (In Words)
FOUR DOLLARS AND ZERO CENTS

Bid amount of each of the above bid items must be filled in and completed in ink.

In the event of a conflict between numbers given in figures and in words, the words shall control. In the event of a conflict between a unit price and the extended price, the unit price correctly multiplied by the estimated quantity shall be used in calculating the total bid.

Signature of Bidder: T. by Wh

Title: ESTIMATOR

Company Name (printed): RAMINHA CONSTRUCTION INC.

TOTAL ALTERNATE BID: TOTAL BASE BID PLUS ITEM 14 IN LIEU OF ITEM 4 inclusive and all work incidental thereto and connected therewith:

\$ 134,454.00 (In Figures)

One Hundred Thirty Four Thousand Four Hundred Fifty (In Words)
FOUR DOLLARS AND ZERO CENTS.

Bid amount of each of the above bid items must be filled in and completed in ink.

In the event of a conflict between numbers given in figures and in words, the words shall control. In the event of a conflict between a unit price and the extended price, the unit price correctly multiplied by the estimated quantity shall be used in calculating the total bid.

Signature of Bidder: [Signature]

Title: PRESIDENT

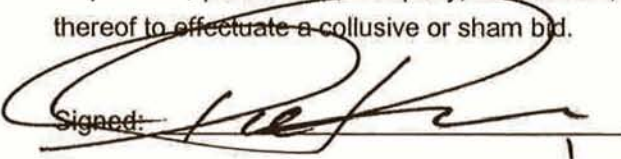
Company Name (printed): RAMINHA CONSTRUCTION INC

**NONCOLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

State of California

County of SAN LUIS OBISPO

(Name) DAVID RAMINHA, being first duly sworn, deposes and says that he or she is (Title) PRESIDENT of RAMINHA CONSTRUCTION, INC. the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed 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 his or her 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.

Signed: 

Date: 6/21/07

Bidder's Name: DAVID RAMINHA

BID BOND

KNOWN ALL PERSONS BY THESE PRESENTS that, _____
hereinafter called the PRINCIPAL, and _____,
hereinafter call the SURETY, are held and firmly bound unto the Nipomo Community Services District,
hereinafter called the OBLIGEE, on order, in the sum of _____ Dollars
(\$ _____) (being at least ten percent (10%) of the total amount of PRINCIPAL's proposal)
lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Proposal for the project entitled **Blacklake Wastewater Treatment Facility Pond Liner Replacement Project** to the OBLIGEE, said Proposal, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if said Proposal is rejected or, in the alternate, if said Proposal is accepted and the PRINCIPAL signs and delivers a Contract and furnishes a Performance Bond and Payment Bond, in the form and within the time required by the Proposal and the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the PRINCIPAL shall be forfeited to the OBLIGEE, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL shall be the amount of this obligation as herein stated, as liquidated damages. Such forfeiture and liquidated damages under this bond shall be without prejudice to the OBLIGEE'S right to pursue any excess actual damages from the PRINCIPAL for breach of contract or otherwise.

The SURETY, for value received, hereby agrees that the obligations of said SURETY and its bond shall not be impaired or affected by any extension of the time within which the OBLIGEE may accept such Proposal, and the SURETY hereby waives notice of any such extension.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay, in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court.

Signed this _____ day of _____, 2007

PRINCIPAL

BY _____

SURETY

BY _____

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

AGREEMENT

Blacklake Wastewater Treatment Facility Pond Liner Replacement Project

THIS CONTRACT FOR CONSTRUCTION is made and entered into this _____ day of _____, 2007, by and between the Nipomo Community Services District ("District" or "Owner") and _____, a California corporation, a partnership or an individual (circle one) located in _____, herein called Contractor, for performance of the Blacklake Wastewater Treatment Facility Pond Liner Replacement Project (the "Project").

The District and the Contractor agree as follows:

(1) **CONTRACT PRICE:** The District agrees to pay, and the Contractor agrees to accept, in full payment for the Project, the sum of _____ dollars (\$ _____) (the "Contract Price"), in accordance with the Contract Documents. The Contract Price may be adjusted only as provided in the Contract Documents.

(2) **CONTRACT TIME:** The Contract Time shall be as set forth in the Special Provisions.

(3) **COMPLIANCE WITH LAW:** The District is a public agency. All provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by the Contractor.

(4) **CONTRACT DOCUMENTS:** The following Contract Documents relating to this Project are hereby made a part of and incorporated by reference into this Agreement:

- The Notice Inviting Bids
- Information for Bidders
- Contract Proposal including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Faithful Performance Bond
- Labor and Materials Payment Bond
- Contractor's Certificate Regarding Worker's Compensation
- General Conditions
- Special Provisions
- CalTrans Standard Specifications for Construction of Local Streets and Roads dated July 2002
- CalTrans Standard Plans dated May, 2006.
- District Standard Specifications, current edition
- Standard Methods of the American Water Works Association, current edition
- Plans and Construction Specifications (as listed in the Table of Contents) dated _____ prepared by Garing Taylor & Associates
- Addenda [] through [] issued before the time for submitting bids.
- Change Orders that may be issued in accordance with the Contract Documents after execution of the Agreement

Any work called for in one contract document not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents.

In the event of a direct conflict between the various Contract Documents, the documents shall control in the following order, with the first-listed document being given precedence over documents lower on the list:

- Change Orders, most recent first
- Addenda, most recent first
- Special Provisions
- This Agreement
- Plans and Specifications prepared by Garing Taylor & Associates

- General Conditions
- District Standard Specifications
- CalTrans Standard Specifications
- CalTrans Standard Plans
- Information for Bidders
- Notice Inviting Bids

This Agreement (including all documents referred to above and incorporated herein) represents the entire and integrated Agreement between District and Contractor for the Project and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument as provided in the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CA 95826.

NIPOMO COMMUNITY SERVICES DISTRICT:

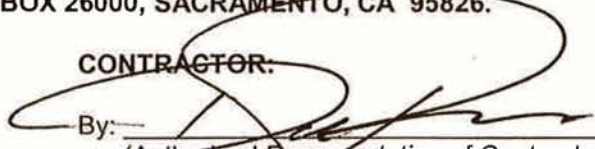
By: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

CONTRACTOR:

By: 

(Authorized Representative of Contractor)

Printed Name: DAVID RAMINAHA

Title: PRESIDENT
(Attach Acknowledgment for Authorized Representative of Contractor)

Dated: 6/21/07

(Contractor Signatures must be Notarized)

FAITHFUL PERFORMANCE BOND

KNOWN ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Nipomo Community Services District, California (hereinafter referred to as "District") and _____ (hereinafter referred to as "Principal"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the Blacklake Wastewater Treatment Facility Pond Liner Replacement (hereinafter referred to as the "Construction Contract"); the terms and conditions of which are incorporated herein by reference; and the terms of the Construction Contract require the Principal to furnish performance security.

NOW, THEREFORE, Principal and _____ ("Surety"), are hereby held and firmly bound unto the District in the amount of \$ _____, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal (or its heirs, executors, administrators, successors, or assigns approved by the District) performs all of the covenants, conditions, and obligations of the Construction Contract, including but not limited to the obligation to indemnify, defend, and hold harmless the District, and the one year warranty period, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety's obligation under this bond shall arise after the District has provided written notice to the Surety, at the address set forth below, of the Principal's default under the Construction Contract, and the Principal's failure to cure the default in accordance with the terms of the Construction Contract.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Construction Contract by the District and the Principal, and the Surety hereby waives notice of any such modification.

In the event District makes a demand upon this bond, Surety shall pay the District's reasonable administrative fees and attorneys' fees and costs. In the event suit is brought upon this bond by District and District recovers judgment, the surety shall pay the attorneys fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

CONTRACTOR, as Principal

SURETY

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

FAX: _____

FAX: _____

Note: Signature of person executing for surety must be notarized and evidence of corporate authority attached.

LABOR AND MATERIALS PAYMENT BOND

KNOWN ALL PERSONS BY THESE PRESENT:

WHEREAS, the Nipomo Community Services District (hereinafter referred to as "District" or "District") and _____ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the Blacklake Wastewater Treatment Facility Pond Liner Replacement Project (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond to secure payment for all work, labor, materials, equipment or services furnished in connection with the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Payment Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District to pay for work, labor, materials, equipment, services, or other items furnished for use and actually used in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to District, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds District harmless from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for work, labor, materials, equipment, services or other items furnished for use in the performance of the Construction Contract, provided District has promptly notified Contractor and Surety (at the address described below) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described below) and sent a copy, or notice thereof, to District, stating that a claim is being made under this Payment Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to District, as required by and conforming with Civil Code sections 3252 and 3091; and
 - 4.2.2 Not having been paid within 30 days of sending the required notice, have sent a written notice to Surety (at the address described below) and sent a copy to the District, stating that a claim is being made under this Payment Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. When the Claimant has satisfied the conditions of Paragraph 4, Surety shall promptly and at Surety's expense take the following actions:

5.1 Send an answer to the Claimant, with a copy to District, within 20 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

5.2 Pay or arrange for payment of any undisputed amounts.

6. Surety's total obligation shall not exceed the amount of this Payment Bond, and the amount of this Payment Bond shall be credited for any payments made in good faith by Surety.

7. Amounts owed by District to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Performance Bond. By Contractor furnishing and District accepting this Payment Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to the District's priority to use the funds for the completion of the work or the satisfaction of District's claims, including liquidated damages and indemnity, under the Construction Contract.

8. Surety shall not be liable to District, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. District shall not be liable for payment of any costs or expenses of any Claimants under this Payment Bond, and shall have under this Payment Bond no obligation to make payments to, give notices on behalf of, or otherwise have any obligation to Claimants under this Payment Bond.

9. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as costs.

11. Notice to Surety, District or Contractor shall be mailed or delivered to the address shown on the signature page.

12. This Payment Bond has been furnished to comply with Civil Code sections 3247 through 3252. Any provision in this Payment Bond conflicting with those statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Payment Bond shall be construed as a statutory bond and not as a common law bond.

13. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the Contractor shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.

[rest of this page is blank]

14. DEFINITIONS

14.1 Claimant: An individual or entity identified in California Civil Code sections 3181 or 3248.

14.2 Construction Contract: The agreement between District and Contractor identified above, including all Contract Documents and changes thereto.

CONTRACTOR, as Principal

SURETY

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

FAX: _____

FAX: _____

Note: Signature of person executing for surety must be notarized and evidence of corporate authority attached.

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Contract with the Nipomo Community Services District for the construction of:

Blacklake Wastewater Treatment Facility Pond Liner Replacement Project

Labor Code Section 3700:


"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

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

(b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

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

Dated: 6/21, 2007

(Contractor)
By 
PRESIDENT
(Official Title)

(SEAL)

**CONTRACT PROPOSAL
TO
NIPOMO COMMUNITY SERVICES DISTRICT**

FOR

Blacklake Wastewater Treatment Facility Pond Liner Replacement Project

Name of Bidder Sansone Company, Inc.
Business Address 710 Fiero Lane Ste. 21 San Luis Obispo, CA 93401
Telephone (805) 549-0667 Fax (805) 549-0702

TO THE GOVERNING BODY OF THE NIPOMO COMMUNITY SERVICES DISTRICT

Pursuant to and in compliance with your Notice Inviting Bids for the project described above, and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the Nipomo Community Services District all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete said work, all in strict conformity with the Contract Documents, including Addenda Nos. 1, 2, and 3 on file at the District Office, for the total price of dollars (\$ 149,800 ±), which is in agreement with the unit prices in the Bid Schedule, hereinafter set forth.

Bidder declares that the only persons or parties interested in this proposal are those named herein, and that this proposal is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the District, in strict conformity to the Contract Documents, in the form set forth in the Contract Documents, and will perform the entire Work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.



Civil Engineering
Surveying
Project Development

ADDENDUM NO. 1

TO

**BLACKLAKE WASTEWATER TREATMENT FACILITY
POND LINER REPLACEMENT PROJECT**

Bids Open: June 21, 2007 @ 2:00 p.m.

The Bid Schedule (page number 18 of 70) is to be changed as follows:

From: ALT BID: GRAND TOTAL ITEM 14 IN LIEU OF ITEM 6

To: ALT BID: GRAND TOTAL ITEM 14 IN LIEU OF ITEM 4

END OF ADDENDUM NO. 1

R. James Garing, P.E.
District Consulting Engineer

12 June 07
Date

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Dan Swingley, Vice President
June 21, 2007



*Civil Engineering
 Surveying
 Project Development*

ADDENDUM NO. 2

TO

**BLACKLAKE WASTEWATER TREATMENT FACILITY
 POND LINER REPLACEMENT PROJECT**

Bids Open: June 21, 2007 @ 2:00 p.m.


1. Bid Items 4 and 14 are intended to be hauling cost to two different locations. Bid item 3 includes disposal of old liner at landfill of bidder's choice. Separation of liner from sludge/sand is required in either case. Only sludge/sand is to be transported to Southland WWTP (Bid item 4) or Cold Canyon Landfill (Bid Item 14).
2. Bid Item 2 (Extended Overhead) is included as part of the new NCSD Standard Specifications.
3. The amount of sludge/sand removed in Bid Item 3 and disposed of in Bid Item 4, is a Final Pay Quantity. A sketch of Lagoon #3 (Attachment 1) with pothole depths of existing cover as of June 18, 2007 at eight different locations is attached to assist bidders in determining the amount of existing cubic yards of sludge/sand material to be excavated/removed in Bid Item #3 and hauled/offloaded in Bid Item 4.

See Attachment 1

END OF ADDENDUM NO. 2

*Dan Swingley, Vice President
 June 21, 2007*

19 June 07
 Date



 R. James Garing, P.E.
 District Consulting Engineer



Civil Engineering
Surveying
Project Development

ADDENDUM NO. 3


TO

**BLACKLAKE WASTEWATER TREATMENT FACILITY
POND LINER REPLACEMENT PROJECT**

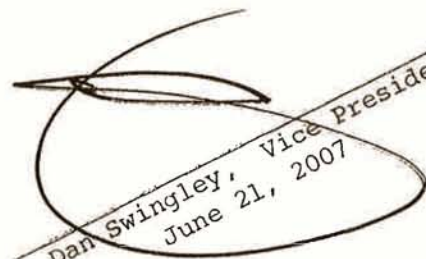
Bids Open: June 21, 2007 @ 2:00 p.m.

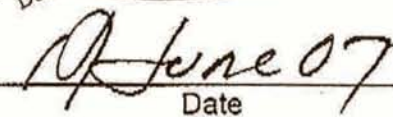
ITEM 5a Insurance Limits on page 43 of 70 is changed to read: Commercial General Liability: TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for all covered losses and no less than FOUR MILLION DOLLARS (\$4,000,000) general aggregate.

END OF ADDENDUM NO. 3



R. James Garing, P.E.
District Consulting Engineer



Dan Swingley, Vice President
June 21, 2007

Date

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PROPOSED SUBCONTRACTORS

Pursuant to California Public Contract Code Section 4100 et seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Additional supporting data may be attached to this page. Each page shall be sequentially numbered, headed "Proposed Subcontractors," and shall be signed.

Subcontractor Name	Business Address	Portion of Work
Erosion Control Applications etc	ORANGE CA	POB LITER

After the award of contract, substitutions of the above-listed proposed subcontractors may only be made with the prior approval of the District in accordance with Public Contract Code section 4104.

Signature of Bidder Dan Swingley,
Vice President
Sansone Company, Inc.

Company Name of Bidder

June 21, 2007

Date

BIDDER INFORMATION

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. The District will use this information to maintain and update a "Bidder's" List to assist in the overall annual DBE goal setting process. *To the extent permitted by law, all information submitted will be held in strict confidence and will not be shared without your consent.*

Prime Contractor:

Firm Name: Sansone Company, Inc. Phone: 805 549-0667
Business Address: 710 Fiero Lane Ste. 21 Fax: 805 549-0702
San Luis Obispo, CA 93401
License No. and Classification 601016 A, B, C-8 Years in Business: 26
Contact Person: Dan Swingley

Is the firm currently certified as a DBE by CalTrans? No Yes Cert. Number: _____

Gross Annual Receipts for last year:

< \$1 million < \$5 million < \$10 million < \$15 million > \$15 million

Type of work/ services/ materials provided for this job:

Contractor Supplier Manufacturer Trucking Broker
 Other (describe):

Contractor Specialty for this job:

- Roadway Construction (including signing, paving, sawcutting, and concrete)
- Roadway Painting/Striping
- Roadway Lighting & Electrical Signals
- Bridge & Tunnel Construction
- Water, Sewer, & Pipeline Construction
- Power & Communication Transmission Line (including conduit construction)
- Landscaping/Irrigation
- Other Heavy Construction (including parks, reclamation, reservoir, water & sewer treatment facilities)
- Masonry (including retaining walls and foundations)
- Concrete Retaining Walls
- Building Construction
- Other (describe):

Sub-Contractors/ Suppliers/ Others:

Firm Name: Erosion Control Applications Inc.

Phone: 714-921-9848

Business Address: 700 E. Taft Avenue Suite 3 Orange, CA 92865 Fax: 866-475-1225

License No. A-D12 Synthetic Products
and Classification License Number 894068

Years in Business: 1 1/2

Contact Person: Chris Fore

Is the firm currently certified as a DBE by CalTrans? No Yes Cert. Number: _____

Gross Annual Receipts for last year:

< \$1 million < \$5 million < \$10 million < \$15 million > \$15 million

Type of work/ services/ materials provided for this job:

Contractor Supplier Manufacturer Trucking Broker
 Other (describe): Geomembrane Installation

Contractor Specialty for this job:

- Roadway Construction (including signing, paving, and concrete)
- Roadway Painting/Striping
- Roadway Lighting & Electrical Signals
- Bridge & Tunnel Construction
- Water, Sewer, & Pipeline Construction
- Power & Communication Transmission Line (including conduit construction)
- Landscaping/Irrigation
- Other Heavy Construction (including parks, reclamation, reservoir, water & sewer treatment facilities)
- Masonry (including retaining walls and foundations)
- Concrete Retaining Walls
- Building Construction
- Other (describe): Geomembrane Installer

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

THIS FORM MUST BE SUBMITTED WITH BID

Sub-Contractors/ Suppliers/ Others:

Firm Name: _____	Phone: _____
Business Address: _____	Fax: _____
License No. and Classification _____	Years in Business: _____
Contact Person: _____	
Is the firm currently certified as a DBE by CalTrans? <input type="checkbox"/> No <input type="checkbox"/> Yes Cert. Number: _____	
Gross Annual Receipts for last year: <input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	
Type of work/ services/ materials provided for this job: <input type="checkbox"/> Contractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Trucking <input type="checkbox"/> Broker <input type="checkbox"/> Other (describe): _____	
Contractor Specialty for this job: <input type="checkbox"/> Roadway Construction (including signing, paving, and concrete) <input type="checkbox"/> Roadway Painting/Striping <input type="checkbox"/> Roadway Lighting & Electrical Signals <input type="checkbox"/> Bridge & Tunnel Construction <input type="checkbox"/> Water, Sewer, & Pipeline Construction <input type="checkbox"/> Power & Communication Transmission Line (including conduit construction) <input type="checkbox"/> Landscaping/Irrigation <input type="checkbox"/> Other Heavy Construction (including parks, reclamation, reservoir, water & sewer treatment facilities) <input type="checkbox"/> Masonry (including retaining walls and foundations) <input type="checkbox"/> Concrete Retaining Walls <input type="checkbox"/> Building Construction <input type="checkbox"/> Other (describe): _____	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

THIS FORM MUST BE SUBMITTED WITH BID

CONTRACTOR'S EXPERIENCE AND FINANCIAL QUALIFICATIONS

The following statements as to the experience and financial qualifications of the bidder are to be submitted with the Contract Proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name, for 26 years. Experience in work of a nature similar to that covered in the Proposal extends over a period of 26 years.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTE: If Bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Bidder or other interested person is an individual, state first and last names in full.)

Entity Name	Individual's Name	Title
Sansone Company, Inc.	David Sansone	President & Treasurer
Sansone Company, Inc.	Dan Swingley	Vice President
Sansone Company, Inc.	Elain Brazil	Secretary

Contractor's License Number: 601016

License Renewal Date: Aug. 31, 2008

List ALL Projects of more than \$100,000 Completed in Last Three Years, with Contact Information
Attach additional pages if needed

Project Name/Owner Name	Description of Work/Contract Amount	Contact Name and Telephone Number
Please see attached		

List AT LEAST TWO Projects of Like Magnitude, Comparable Difficulty and Rates of Progress,
with Contact Information
Attach additional pages if needed

Project Name/Owner Name	Description of Work/Contract Amount	Contact Name and Telephone Number
Please see attached		

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to the Contractor, except as follows: (name any and all exceptions and reasons therefor). Attach additional pages if needed.

Project Name/Owner Name	Description of Work	Explanation
None		



COMPANY, INC. – CONTRACTORS

LICENSE #601016

PROJECT RESUME – SANSONE COMPANY, INC. – 2006

SANTA MARIA GAS FLARE EXPANSION – SITE WORK / GAS FLARE \$387,100
(Santa Maria, CA) Site work and the installation of Gas flare at City Land fill
Samuel Angulo 805-925-0951 ext 7254

WESTGATE RANCH – SITE WORK UNDERGROUND UTILITIES \$2,009,527
(Santa Maria, CA) Install DI's, sewer, water and roads
Derek Hanson 805-962-2121

LOS ALAMOS WASTE WATER TREATMENT PLANT \$465,587
(Los Alamos, CA)
Kevin Barnard 805-344-4195

SAN MIGUEL WW EQUIPMENT - WELL EQUIPMENT \$ 123,025
(San Miguel, CA) Add water well equipment and piping
Craig Taylor 805 544-4011

CARPINTERIA STATE BEACH –ROAD REPAIR AT CAMPGROUNDS \$54,350
(Ventura, CA) Pave roads and campgrounds
Jean Carr 805-585-1855

COLLEGE SCHOOL – SITEWORK, ADA RAMPS, PLAYGROUNDS \$1,629,000
(Santa Ynez, CA) School site modernization and paving
James Brown 805-686-8385

OLGA REED SCHOOL – REPAIR PARKING LOT SITE FOR RELOCATABLES \$537,900
(Los Alamos, CA) Site work and underground / restroom remodel
Paul Oisboid 805-344-2401

SANTA YNEZ AUTO SHOP IMPROVEMENTS DEMO CONCRETE \$89,120
(Santa Ynez, CA) Remove and replace concrete pad and walls
Ray Kirchmaier 805 688-6487

LOMPOC WATER TREATMENT PLANT – WATER TREATMENT PLANT \$1,995,000
(Lompoc, CA) Add pads, upgrade pumps and electrical
Mike Luther 805-875-8272

MOBILE SYSTEMS FOUNDATIONS – FOUNDATIONS FOR CLASSROOMS \$84,306
(Santa Ynez, CA) Concrete foundations for modular classrooms
Edward Smith 209-892-6298

SANTA YNEZ LIBRARY WALL DEMO – UPGRADE WALLS IN LIBRARY \$17,110
(Santa Ynez, CA) Remove and seal off floors
Ray Kirchmaier 805-688-6487

SESPE TRAILHEAD IMPROVEMENTS – UPGRADE TRAILS \$176,376
(Los Padres Nations Forest) Add granite walkways to campgrounds
Bob Jarvis – 805 - 961-5772

EAST PLAZA RELOCATABLES – SITE WORK FOR CLASSROOMS \$ 313,300
(Santa Ynez, CA) Site work, concrete and underground utilities
Ray Kirchmaier 805 – 688-6487



COMPANY, INC. – CONTRACTORS

LICENSE #601016

PROJECT RESUME – SANSONE COMPANY, INC. – 2005

VAFB ACCESS FACILITY – SITE WORK ON CONTROL BUILDING \$ 733,688
(Vandenberg, CA) Control center for the Air Force
Tykie Leventis (805) 734-5679

CUYAMA H2O TREATMENT PLANT – ARSENIC REMOVAL SYSTEM \$891,800
(New Cuyama, CA) Arsenic Removal System Cuyama Service District
U.S. Wilson (661) 766-2780

MORRISON STREET –SCHOOL BUS TURNOUT \$ 64,683
(City of Santa Maria, CA) School bus turnout at the High School
Debi Deal (805) 922-4573

EL CAPITAL SEPTIC UPGRADE – CAMPGROUND SEPTIC TANKS \$ 40,490
(CA Park System Santa Barbara Co.) Remove and replace septic tanks
Fred Solis (805) 585-1850

PASO ROBLES CLASSROOM – SITE WORK FOR CLASSROOMS \$ 103,250
(Paso Robles, CA) Site work for modular classrooms
Joe Iffert (805) 237-3399

PGE MESA SUBSTATION – NEW PADS FOR TRANSFORMERS \$ 45,860
(Nipomo, CA) Clear/grub and new concrete pads
Bob Christensen (510) 874-4068

NIPOMO LAGOON – NEW LINER FOR RUNOFF BASIN \$161,181
(Nipomo, CA) Remove sludge and replace basin liner
Jim Garing (805) 489-1321

LOS PADRES 2 – REPAIR ROADS IN THE FOREST \$ 2,487,450
(Los Padres National Forest) Road overlay
Bob Jarvis – (805) 961-5772

SANTA BARBARA CITY COLLEGE – SITE WORK \$ 89,595
(Santa Barbara, CA) Clear site for modular offices
Alexander Pittmon (805) 965-0581

BARTON PARK – BASKET BALL COURT \$44,270
(City of Lompoc) Build a Basket Ball Court
Ray Ambler (805) 736-1216

LANES END OVERFLOW – DRAINAGE CHANNEL \$129,085
(City of Lompoc) Drainage and basins
Derek Hansen (805) 962-2121



COMPANY, INC. – CONTRACTORS

LICENSE #601016

PROJECT RESUME - SANSONE COMPANY, INC. 2004

LOS BANOS SUB STATION - PACIFIC GAS & ELECTRIC CO. \$165,000
(Off Hwy near Los Banos, CA)(Sub grading of new sub station)
Andy Free (707) 746-4404

OCEANWOOD PAKING LOT - THE TOWBES GROUP - \$141,890
(Lompoc, CA)(Re-grade lot, pave and sidewalks)
Derek Hansen (805) 962-2121

NIPOMO HIGH SCHOOL - SITE PREP FOR RELOCATABLE SCHOOL - \$457,108
(Nipomo CA) (Road, site, sidewalks for school)
Perry Judd (805) 474-3000

BATTLES ELEMENTRY SCHOOL - PARKING LOT \$96,701
(Santa Maria, CA (Remove and redo parking lot)
Ed Fassiotto (805) 361-8260

CALIFORNIA MENS COLONY - EARTHQUAKE REPAIR \$10,000.00
(San Luis Obispo, CA) (Repair concrete and foundation walls)
Tom Bowie (805) 547-7983

ECONOMIC OPPORTUNITY COMMISSION - PRE SCHOOL SITE WORK \$ 273,360
(Shandon, CA) (Site work, play area, sidewalks parking lot)
Karen Armstrong - (805) 544-4355

USFS UPPER OSO – ROAD AND CAMPGROUND REPAIR \$ 274,870
(Los Padres National Forest) Roads and campgrounds
Bob Jarvis (805) 961-5772

PARADISE ROAD – ROAD AND FOREST BUILDINGS REPAIR \$ 866,661
(Los Padres National Forest) Road, trails, campsites
Bob Jarvis (805) 961-5772

SANDYDALE ROAD – ROADWAY IMPROVEMENTS \$ 73,048
(Nipomo, CA) Road side work and utility improvements
Jack Bodger (805) 922-6878

MORRO BAY POWER PLANT CLEAN UP – CLEAR & GRUB \$ 44730
(Morro Bay, CA) Site clean up for drainage

Bob Christensen (510) 874-4068 www.NoNewWipTax.com

RIVIERA PARK BRIDGE – PEDRESTRIAN WALK WAY \$ 152,536
(Santa Barbara, CA) Remove and rebuild walk/bridge
Derek Hansen (805) 962-2121

P.G. E. TRANSFORMER PADS – CONCRETE PADS \$ 73,200
(Cayucos, CA) Upgrade transformer pads
Bob Christensen (510) 874-4068

BLUFFS PHASE 2/3 – ROADWAY AND STREETS \$ 2,315,564
(Nipomo, CA) Roads, sidewalks, trails utilities
Derek Hansen (805) 962-2121