

Sansone Company, Inc.
Public Works and Private Sector Construction Projects
(Over \$400,000.00)

<u>Project Name/Location</u>	<u>Project owner</u>	<u>Total contract</u>	<u>Completion Date</u>	<u>Reference</u>
Westgate Gate Ranch Blosser and Battles Santa Maria, CA 93455	Westgate Ranch LLC	2,089,953.00	Mar-07	Derek Hanson Phone 805-962-2121 FAX 805-568-0884
Olga Reed School 480 Centennial Los Alamos, CA 93440	Los Alamos School District	531,382.00	Mar-07	Paul Oisboid Phone-805-344-2401 FAX-805-344-2321
College School 3525 Pine Street Santa Ynez, CA 93460	College School District	1,972,470.00	Mar-07	Jim Brown Superintendent Phone-805-686-8385 FAS-805-686-7987
Los Alamos WWTPlant 82 No. St. Joseph Street Los Alamos, CA 93440	Los Alamos Community Service District	507,081.00	Nov-06	Kevin Barnard Phone- 805-344-4195 FAX-805-344-2908
Los Padres #2 Rose Valley/Ojai/ Wheeler Gorge Los Padres National Forest	USDA - Forest Service	3,027,434.00	Oct-06	Bob Jarvis - Supervisor Phone: 805-961-5772 FAX: 805-961-5729
Cuyama Water Treatment Plant 4885 Primero Street New Cuyama, CA	Cuyama Service District	891,800.00	Feb-06	U.S. Wilson-District Director Phone:661-766-2780 FAX: 661-766-2632
Bluffs Phase 2 & 3 Harris Grade Lompoc, CA	Harris Grade LLP	2,468,117.00	Dec-05	Derek Hanson - Manager Phone: 805-962-2121 FAX: 805-568-0884
USFS - Paradise Road Off Hwy 154 Los Padres National Forest	USDA - Forest Service	908,695.00	Dec-05	Bob Jarvis - Supervisor Phone: 805-961-5772 FAX: 805-961-5729

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Oakglen Oakglen and Colt Lane Nipomo, CA	Los Padres Construction Inc.	816,220.00	Dec-05	David Sansone Phone: 805-549-0667 FAX: 805-549-0702
Mesa Oaks at the Bluffs Harris Grade Lompoc, CA	Harris Grade LLP	2,008,292.00	Dec-05	Derek Hanson - Manager Phone: 805-962-2121 FAX: 805-568-0884
VAFB Access Facility Vandenberg, CA	Dept. of Defense - VAFB	735,390.00	Nov-05	Tykie Leventis- Manager Phone: 805-734-5679 FAX: 805-734-1003
Salinas Valley State Prison Soledad, CA	State of California Department of Corrections	990,248.00	Oct-05	Greg Wright- Supervisor Phone: 916-323-3133 FAX: 916-327-0058
Nipomo High School Thompson Ave. Nipomo, CA	Lucia Mar School District	475,108.00	May-05	Perry Judd - Facilities Manager Phone: 805-474-3000 Fax: 805-473-5571
Piru Fire Restoration Piru Fire Area Los Padres National Forest	USDA-Forest service	663,553.00	May-04	Bob Jarvis- Supervisor Phone: 805-961-5772 FAX: 805-961-5729
Avila Condos 201-250 Lucas Lane Avila Beach, CA	Avila Properties LLC	3,921,598.00	Feb. 04	John Zanussi- Sr. Project Engineer Phone: 805-547-5446 FAX: 805-547-5436
Knollwood Sub-Division Willow Road Nipomo, CA	The Towbes Group, Inc.	2,852,794.00	Feb. 04	Derek Hanson - Manager Phone: 805-962-2121 FAX: 805-568-0884

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USFS 7074 Cozy Romero/Mutau Road Los Padres National Forest	USDA- Forest Service	1,247,040.00	Feb. 04	Bob Jarvis-Supervisor Phone: 805-961-5772 FAX: 805-961-5729
USFS 7073 Los Padres South Los Padres National Forest	USDA- Forest Service	840,887.00	Aug. 03	Bob Jarvis-Supervisor Phone: 805-961-5772 FAX: 805-961-5729
USFS 7072 Murietta/Piru/Happy Los Padres National Forest	USDA- Forest Service	888,638.00	Aug. 03	Bob Jarvis-Supervisor Phone: 805-961-5772 FAX: 805-961-5729
Repair Camp Site/ Bridge/Roads Pfeiffer Beach Big Sur, CA	USDA- Forest Service	810,611.00	Feb. 03	Doug Lee- Contracting Officer Phone: 707-562-8909 FAX: 707-562-9056
Construction of Well 9 City of Lompoc Lompoc, Ca	City of Lompoc	466,622.00	Oct. 02	Jim Garing Phone: 805-489-1321 FAX: 805-489-6723
Building Construction Gaviota Rest Stops Gaviota, CA	State of California Dept of Transportation	1,373,429.00	Sep. 02	Andy Gill-Contract Supervisor Phone: 805-884-9459 FAX: 805-884-8762
Tennis Court Replacement Project Cal Poly (SLO) Campus San Luis Obispo, CA	Trustees of the California University	1,448,208.00	Jun. 02	Katherine Dunklau-Facilities Planning Phone: 805-756-1469 FAX: 805-756-7566
Track & Field Repair / Reconstruction Cuesta Jr. College Hwy 1 San Luis Obispo, CA	San Luis Obispo County Community College District	792,284.00	Dec. 01	Pete Pedroni - Facilities Planning Phone: 805-546-3283 FAX: 805-546-3920
Reconstruct Day Use Areas/ Access2000 Various Camp Sites Los Padres National Forest, CA	USDA- Forest Service So-Cal Province	1,037,935.93	Dec. 01	Bob Jarvis-Supervisor Phone: 805-961-5772 FAX: 805-961-5729

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Y2K Paving Various Locations Los Padres National Forest	USDA-Forest Service So- Cal Province	555,840.99	Jun. 01	Bob Jarvis-Supervisor Phone: 805-961-5772 FAX: 805-961-5729
UCSB Parking Lot 31 University of California Santa Barbara	University of California Santa Barbara Campus	718,038.00	May-01	Croft Yjader Phone: 805-893-2661 FAX: 805-893-4493
San Antonio Community Park Construction San Antonio & Bedford Road King City, CA	City of King	1,457,950.57	Mar. 01	Harlan Butler-Public Works Director Phone: 831-385-3281 FAX: 831-386-0378
Airport Runway Extension Project San Luis Obispo County Airport San Luis Obispo, CA	County of San Luis Obispo Dept. of General Services	654,609.95	Dec. 00	Lonny Simonian-Projects Coordinator Phone: 805-781-5200 FAX: 805-781-5215
Southland Waste Water Treatment Plant 509 Southland Drive Nipomo, CA	Nipomo Community Services Dist	849,306.14	Apr. 00	Doug Jones-General Manager Phone: 805-929-1133 FAX: 805-929-1932
Tefft Street Water Line Project E. Tefft Street & S. Thompson Avenue Nipomo, CA	Nipomo Community Services Dist	866,078.42	Dec. 99	Doug Jones-General Manager Phone: 805-929-1133 FAX: 805-929-1932



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

SANSONE

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

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>D.S.</u> <u># 11,210⁻</u>
2	Daily Overhead Rate to be paid as Extended Overhead.	10	WD*	<u>9⁻</u>	<u>90⁻</u>
3	Clearing & Grubbing (Incl. Vegetation, Sludge, Old Aeration System, Liner Removal and Disposal).		LUMP SUM		<u>27,892⁻</u>
4	Haul Sludge & Sand to Southland WWTP (Final Pay Quantity)		LUMP SUM		<u>17,229⁻</u>
5	Earthwork - Excavate backfill at footings, Lagoon Reshaping & Compaction		LUMP SUM		<u>30,894⁻</u>
6	PCC Pads at Pipe Penetrations of New Liner	6	EACH	<u>552⁻</u>	<u>3,312⁻</u>
7	Plug old aeration system piping flush with lagoon wall.		LUMP SUM		<u>628⁻</u>
8	Lagoon Preparation		LUMP SUM		<u>3394⁻</u>
9	40 mil High Density Polyethylene Lay-In Liner	33,100	S.F.	<u>103</u>	<u>34,093⁻</u>
10	Penetration Seal Boots (60 mil)	6	EACH	<u>392⁻</u>	<u>2352⁻</u>
11	Stainless Steel Battens & Hardware	892	L.F.	<u>2073</u>	<u>18,482²⁴</u>
12	Finish Project		LUMP SUM		<u>224⁻</u>
* WD=WORKING DAY				BASE BID GRAND TOTAL	<u>149,800²⁴</u>
Bid Alternates					
13	DELETE Item 4		LUMP SUM		<u>< 17,229 ></u>
14	Haul Sludge & Sand to Cold Canyon Landfill (Final Pay Quantity)		LUMP SUM		<u>26,244⁻</u>
ALT BID: GRAND TOTAL ITEM 14 IN LIEU OF ITEM 6					<u>158,815²⁴</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.

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

\$ 149,800²⁴ (In Figures)

ONE HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED + 24/100 - (In Words)

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: _____

Dan Swingley

Title: Vice President

Company Name (printed): Sansone Company, Inc.

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

\$ 158,815²⁴ (In Figures)

ONE HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED FIFTY + 24/100 - (In Words)

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: _____

Dan Swingley

Title: Vice President

Company Name (printed): Sansone Company, Inc.

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

State of California

County of San Luis Obispo

(Name) Dan Swingley, being first duly sworn, deposes and says that he or she is (Title) Vice President of Sansone Company, 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: _____
 Dan Swingley

Date: June 21, 2007

Bidder's Name: Sansone Company, Inc.

BID BOND

KNOWN ALL PERSONS BY THESE PRESENTS that, SANSONE COMPANY, INC.
hereinafter called the PRINCIPAL, and WESTERN SURETY COMPANY,
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 the total* 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.

*amount of the bid

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 13th day of June, 2007

SANSONE COMPANY, INC.
PRINCIPAL Das Swingley, Vice President

BY _____
WESTERN SURETY COMPANY
SURETY _____

BY Martha J. Chase
Martha J. Chase, 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 San Bernardino } ss.

On June 13, 2007, before me, Ruskitchello Mangasi Samiley, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Martha J. Chase
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.



Place Notary Seal Above

WITNESS my hand and official seal.

Ruskitchello Mangasi Samiley
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: _____

Document Date: _____ Number of Pages: _____

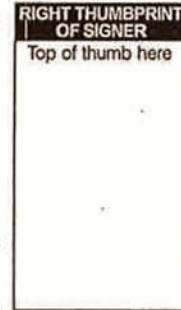
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Martha J Chase, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 7th day of November, 2006.



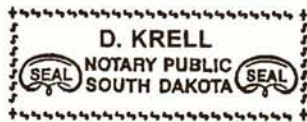
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of June, 2007



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

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 Sansone Company, Inc., a California corporation, a partnership or an individual (circle one) located in San Luis Obispo, 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 5/25/07 prepared by Garing Taylor & Associates
- Addenda 1 through 2 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:

CONTRACTOR: Sansone Company, Inc.

By: _____

By: _____
(Authorized Representative of Contractor)

Dated: _____

Printed Name: Dan Swingley

ATTEST:

Title: Vice President
(Attach Acknowledgment for Authorized Representative of Contractor)

APPROVED AS TO FORM:

Dated: _____
(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:

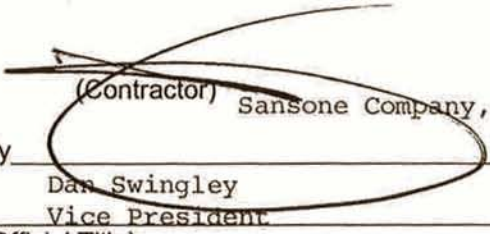
"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(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: June 21, 2007


(Contractor) Sansone Company, Inc.
By _____
Dan Swingley
Vice President

(Official Title)

(SEAL)



LICENSE #601016

Mr. Bruce Buel
Nipomo Community Services District
148 South Wilson
Nipomo Ca. 93444

May 21, 2007

RE: Bid protest by Sansone Co. Inc. – Blacklake Wastewater Pond Liner Replacement

Dear Mr. Buel,

This letter is being furnished with the intent of Sansone Company Inc. being able to communicate to you directly, as the General Manager of the Nipomo CSD, the specific issues pertinent to our protest of the bid for the above referenced project submitted by 'Rahmina Construction Inc., a California Corporation'.

Position of Sansone Company, Inc. (all references refer to the bid submitted by Rahmina):

- Page 11 of 70 – the dollar amount offered for the entire work is substantially different from the summation of the individual items.
- Page 14 of 70 – Subcontractor Profile for 'Layfield Environmental' – Rahmina listed Layfield's license classification as being an 'A' (General Engineering). The Contractors State License Board clearly states that if a (sub)contractor is only performing one item of work – as delineated in the profile submitted by Rahmina (for Layfield) - that this contractor must have a 'Specialty License Classification' for the work to be performed. In this specific instance this classification is a 'D-12 – Synthetic Products'. Rahmina did not list this classification for Layfield.
- Page 15 of 70 – Rahmina clearly states that the officers of Rahmina Construction Incorporated are David Rahmina and Kathy Rahmina – and no others.

Page 19 of 70 – The 'Base Bid' portion of the Bid Proposal was executed by a 'T. Wheeler – Estimator'. When one researches both the Secretary of State web-site, as well as the Contractors State License Board web-site, no 'T. Wheeler' is shown as an officer of the Corporation – nor did Mr. Rahmina indicate on page 15 that Mr. Wheeler was an officer of Rahmina Construction Inc. (please see attached CSLB Personnel List for Rahmina Construction Inc.). It is our position that due to the fact that the bid was submitted by a Corporation and that the 'Base Bid Offer' was not made by an officer of the corporation, that the base bid offer is – by definition – invalid. The bid is unenforceable due to the fact that the bid was submitted by a Corporation; however, it was not signed by an Officer of said Corporation, therefore invalidating the submitted proposal. Secondly, since the 'Alternative Bid' is predicated upon the base bid, therefore, the Alternative Bid (as submitted by Rahmina) is also invalid. The essence of this argument is that because the bid was not executed by an officer of the corporation, that the corporation would be able to withdraw its bid without forfeiting its bid bond, therefore giving Rahmina a 'last look', which is in direct conflict with the Public Contract Code.

The last paragraph on page 11 of 70 clearly states: "Bidder declares that the only persons or parties interested in this proposal are those named herein.."; T. Wheeler was not named, therefore he was ineligible to execute the offer submitted as the Base Bid by Rahmina Construction Inc.

It is our position that the fact that the Base Bid Proposal was not signed by an officer of the Corporation, and that the bid was in fact submitted by a corporation, is a *material deficiency* in Rahmina's bid, per the reasons stated above.

Should you have any questions, or wish to discuss this in any fashion, please feel free to call.

Sincerely

A handwritten signature in black ink, appearing to read 'D. Sansone', with a long horizontal flourish extending to the right.

David Sansone, President
Sansone Company, Inc.

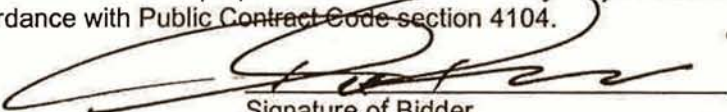
PROPOSED SUBCONTRACTORS

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
LAYFIELD ENVIRONMENTAL SYSTEMS CORP	1160 FESLER ST EL CAYON CA 92020	LINER
SPEER SOIL TOOL SERVICE INC	1573 EAST BENEVOLENIA 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

ZAMINHA CONSTRUCTION INC
 Company Name of Bidder

6/21/07
 Date

Sub-Contractors/ Suppliers/ Others:

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

Business Address: 1166 Foster 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

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. H. W.

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

California Home

Monday, Ju



Personnel List
Contractor License # 469531

CALIFORNIA CONTRACTORS STATE LICEN

Click on the person's name to see a more detailed page of information on that person.

Name	Title	Association Date	Disassociation Date	Class
DAVID LYLE RAMINHA	RMO/CEO/PRES	02/19/1985		A
MARY KATHERINE RAMINHA	OFFICER	11/21/2003		

[License Number Request](#)

[Contractor Name Request](#)

[Personnel Name Request](#)

[Salesperson Request](#)

[Salesperson Name Request](#)

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California Business Portal

Secretary of State DEBRA BOWEN

DISCLAIMER: The information displayed here is current as of JUN 22, 2007 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
RAMINHA CONSTRUCTION, INC.		
Number: C2496053	Date Filed: 1/17/2003	Status: active
Jurisdiction: California		
Address		
6805 SYCAMORE RD		
ATASCADERO, CA 93422		
Agent for Service of Process		
DAVID RAMINHA		
6805 SYCAMORE RD		
ATASCADERO, CA 93422		

Blank fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

P. TERENCE SCHUBERT, ESQ.

A PROFESSIONAL LAW CORPORATION
1254 Marsh Street
San Luis Obispo, California 93401
(805) 543-1113
Facsimile (805) 543-1205

July 6, 2007

Mr. Bruce Buel
Nipomo Community Services District
148 S. Wilson Street
Nipomo, California 93444-0326

RE: Blacklake Wastewater Pond Line Replacement;
Response to the Bid Protest by Sansone Company, Inc.

Dear Mr. Buel:

I represent Raminha Construction, Inc. ("Raminha") with regard to the above-referenced Project. Please accept this letter as response to the Sansone Company ("Sansone") Bid Protest letter, dated May 21, 2007. For the reasons set forth below, it is Raminha's position that Sansone failed to follow the mandatory Bid Protest Procedures set forth in the Contract Documents for the Blacklake Wastewater Treatment Facility Pond Line Replacement Project ("the Contract Documents"), and that, by this failure, Sansone has waived any right to pursue a Bid Protest, including but not limited to filing a Government Code claim or legal proceedings.

Sansone's Failure to Comply with the Bid Protest Procedures

The Bid Protest Procedures are set forth at page 9 of the Contract Documents. Among other things, these Procedures require that the party filing the protest (Sansone) "shall concurrently [with the submittal of the protest] transmit a copy of the initial protest document and any attached documentation to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending on the outcome of the protest. The documents shall be transmitted by fax or overnight mail."

Sansone failed to comply with these Procedures, and has never provided any documents relating to its protest to Raminha, at any time.

RECEIVED

JUL 12 2007

RECEIVED
SAN LUIS OBISPO, CALIFORNIA

Mr. Bruce Buel
Nipomo Community Services District
July 6, 2007
Page 2

The last paragraph of the Bid Protest Procedures clearly describe the penalty for failure to comply with the Procedures, which is that **Sansone has waived any right to pursue a Bid Protest, and has further given up its right to proceed through the legal process.**

The Bid Protest Procedures require that any protest relating to the award of the contract for the Project must be submitted before 5:00 p.m. on the third working day following the bid opening. Since Raminha has never received any protest documentation from Sansone, and since Sansone's Bid Protest is dated May 21, 2007 (one month prior to the bid opening on June 21, 2007), it is unclear whether or not Sansone's submission was timely.

In any event, by its failure to follow the clear mandatory dictates of the Bid Protest Procedure, Sansone has waived its right to further pursue its protest.

Sansone Has Failed to Provide Any Basis for Rejecting Raminha's Bid

Although it is clear that Sansone's Protest should be summarily dismissed for the reasons set forth above, I have addressed the issues that Sansone raised in its Bid Protest Letter, in order to provide a comprehensive response on Raminha's behalf. These issues are addressed in the order presented by Sansone.

(1) Sansone incorrectly claims that "the dollar amount offered for the entire work is substantially different than the summation of the individual items."

The total dollar amount of Raminha's contract proposal is presented at three places: page 11 of 70, page 18 of 70, and page 19 of 70. **The "summation of the individual items" is presented at page 18 of 70, where Raminha has clearly described and correctly added up the individual bid items for a Base Bid Grand Total of \$127,454.00, and an Alternative Bid Grand Total of \$134,454.00.**

On page 19 of 70, these same numbers are presented, in "words" and in figures. Raminha will concede that it incorrectly entered the figure of \$13445.40 on page 11 of 70; however, the Contract Documents (at page 7 of 70) clearly address this situation:

"Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded."

This specific language is repeated at page 19, directly above Mr. Raminha's signature. Moreover, the District has reserved the right to waive any irregularities in the bidding process

Mr. Bruce Buel
Nipomo Community Services District
July 6, 2007
Page 3

(page 4 of 70), and the error on page 11 is clearly a nonmaterial irregularity, given that the correct number is provided in two other places and set forth in words on page 19.

Accordingly, Sansone's position regarding this issue must be rejected, because (a) the dollar amount is **not** different than the sum of the individual items (page 18 of 70), and (b) insofar as Raminha did insert an incorrect entry on page 11 of 70, pursuant to the terms of the Contract Documents, this figure is to be disregarded, and the words (One Hundred Thirty Four Thousand Four Hundred Fifty Four Dollars and Zero Cents) shall govern.

Lastly, even if the District was in some manner concerned with the one

(2) Sansone's allegations regarding the licensing of Layfield Environmental Systems Corporation are without merit.

Without citing any authority in support of its position, Sansone has alleged that Layfield Environmental Systems Corporation ("Layfield") must have a specialty license classification for the work which Layfield will be undertaking. This allegation is without merit for a number of reasons.

As is recognized by the District on page 59 of 70, the work that will be undertaken and completed under this Project consists of the replacement of a wastewater facility pond liner. Installing this liner involves a number of different activities and tasks, which are generally described on page 59 of the Contracted Documents. Layfield is qualified to undertake this work, and can do so under its General Engineering Contractor ("A") License. Raminha has complied, in all respects with the contract requirements, by providing the information on pages 12 and 14 in the bid submitted by Raminha. Moreover, Sansone provides no legal basis for its position regarding the opinion of the State Contractors State License Board, nor does Sansone define what it means by "performing one item of work," since the installation of the liner involves many different tasks and steps.

Simply stated, there is absolutely no basis for Sansone's position that Layfield cannot complete the work which will be undertake under its general engineering license. In order to provide the District with additional information, it might be noted that in addition to holding a General Engineering License, Layfield also holds the following Specialty Licenses:

C15 - Flooring and Floor Covering
D06 - Concrete Related Services
D12 - Synthetic Products

Mr. Bruce Buel
Nipomo Community Services District
July 6, 2007
Page 4

(3) There is no Legal or Factual Basis for Sansone's Argument that the Raminha Bid was Invalid.

Without citing any legal authority, nor any reference to any of the Contract Documents, Sansone has argued that Raminha's Bid was invalid and unenforceable because the Base Bid was signed by Mr. Toby Wheeler (at page 19 of 70). This argument is without legal or factual basis.

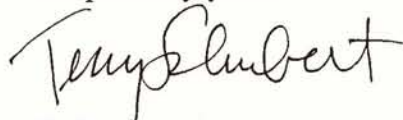
In fact, Mr. Wheeler has been an Authorized Agent for Raminha Construction, Inc., since January of 2005. Mr. Wheeler's signature serves to bind the Corporation to perform all legal obligations described in the documents that he executes on the Corporation's behalf. There is no legal or contractual requirement that an officer of the corporation execute the Contract Documents, and Mr. Wheeler was not, as suggested by Sansone "ineligible" to execute these documents. To the contrary, he was authorized and empowered to do so.

Moreover, even a cursory review of page 19 of the Bid reveals that David Raminha signed the Total Alternative Bid, which encompasses and is directly below the Total Base Bid executed by Mr. Wheeler. In so doing, Mr. Raminha, the President of the Corporation, has clearly ratified Mr. Wheeler's authority to bind the Corporation.

In closing, it is readily apparent that Sansone has failed to comply with the Bid Protest Procedures, and also failed to provide any basis for the disqualification of the Raminha Bid. Simply stated, Raminha is the lowest responsible and responsive bidder, and the District should award this Contract to Raminha pursuant to the terms of the Contract Documents forthwith.

On behalf of David Raminha and Raminha Construction, Inc., I appreciate the opportunity to respond to these unfounded allegations. If you have any questions or if you need any additional information, please feel free to call Mr. David Raminha or me.

Respectfully yours,



P. Terence Schubert

cc: Mr. David Raminha
Mr. Toby Wheeler
Sansone Company, Inc.
Ms. Lisa Bognuda
Jon Seitz, Esq.

JON S. SEITZ
MICHAEL W. SEITZ

SHIPSEY & SEITZ, INC.
A LAW CORPORATION
1066 PALM STREET
POST OFFICE BOX 953
SAN LUIS OBISPO, CALIFORNIA 93406
(805) 543-7272 FAX (805) 543-7281
JON S. SEITZ
District Legal Counsel
Nipomo Community Services District

JOHN L. SEITZ
(1924-1986)

GERALD W. SHIPSEY
(RETIRED)

July 11, 2007

David Sansone
Sansone Company, Inc.
710-21 Fiero Lane
San Luis Obispo, CA 93401

Re: Nipomo Community Services District
Blacklake Wastewater Pont liner Replacement
Response to Bid Protest

Dear Mr. Sansone:

I represent the Nipomo Community Services District as District Legal Counsel. The District has forwarded your bid protest letter dated May 21, 2007 to this office for a response. (We note that the date of the letter is incorrect, since the District did not receive bids for this project until June 21, 2007.) In preparing this response, I have consulted with District Special Counsel, Linda Beck of the law firm of McDonough Holland & Allen. Please direct any further communications on this matter to the undersigned.

The District has reviewed the protest and assessed the issues you raised. The District also provided a copy of your protest to the apparent low bidder, Raminah Construction, Inc. We attach a copy of their response for your information.

Based on the bid documents, Sansone's Bid Protest, the District's authority to waive minor defects in Bid Documents, Raminah's response, and the facts and authorities cited below, the District is denying Sansone's Bid Protest. .

Procedural issues.

As an initial matter, we note that Sansone Company did not comply with the bid protest procedures set forth in the bidding documents. Sansone's letter does not show that it was copied to the apparent low bidder as required, and Raminah expressly states that it did not receive the letter. Failure to comply with applicable bid protest procedures bars relief. See generally MCM Construction, Inc. v. City and County of San Francisco (1998) 66 Cal.App.4th 359.

David Sansone
July 11, 2007
Page 2 of 2

Bid Amount

The discrepancy between the amount shown on page 11 of the bid documents and the prices set forth on page 18 is resolved by the provision of the Contract Documents that state: "Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded." Raminah was the low bidder based on the bid prices on page 18 of its bid package.

Subcontractor Qualifications

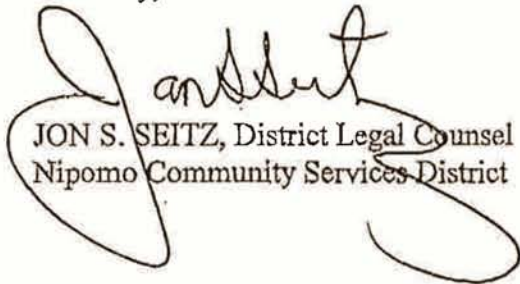
As Raminah has pointed out, the Layfield Environmental Systems is appropriately licensed to perform the work for which Raminah listed it in the bid. In addition, a subcontractor's qualifications do not affect the responsiveness of the apparent low bidder. See Williams Construction v. Clovis Unified School District (2007) 146 Cal.App.4th 757, 769.


Execution of Bid

Raminah's bid and bid bond were duly executed by officers of the corporation. One missing (or, in this case, stray) signature does not affect the validity of an otherwise valid bid. See Menefee v. County of Fresno (1985) 116 Cal.App.3d 1175.

Based on these facts and authorities, the District has concluded that Raminah Construction, Inc. was the lowest responsible bidder for this contract. District Staff rejects the bid protest by Sansone and will recommend that the District Board of Director's award the contract to Raminah at the meeting currently scheduled for July 25, 2007. You, or your representatives, are welcome to attend the meeting and provide comment.

Sincerely,


JON S. SEITZ, District Legal Counsel
Nipomo Community Services District


LINDA BECK, Special Counsel
Oakland Office
510.273.8780 tel
510.839.9104 fax
lbeck@mhalaw.com

JSS:jb

Enclosure

cc: P. Terence Schubert, Esq.
Bruce Buel, General Manager, NCSD

P. TERENCE SCHUBERT, ESQ.

A PROFESSIONAL LAW CORPORATION

1254 Marsh Street
San Luis Obispo, California 93401
(805) 543-1113
Facsimile (805) 543-1205

July 6, 2007

Mr. Bruce Buel
Nipomo Community Services District
148 S. Wilson Street
Nipomo, California 93444-0326**RE: Blacklake Wastewater Pond Line Replacement;
Response to the Bid Protest by Sansone Company, Inc.**

Dear Mr. Buel:

I represent Raminha Construction, Inc. ("Raminha") with regard to the above-referenced Project. Please accept this letter as response to the Sansone Company ("Sansone") Bid Protest letter, dated May 21, 2007. For the reasons set forth below, it is Raminha's position that Sansone failed to follow the mandatory Bid Protest Procedures set forth in the Contract Documents for the Blacklake Wastewater Treatment Facility Pond Line Replacement Project ("the Contract Documents"), and that, by this failure, Sansone has waived any right to pursue a Bid Protest, including but not limited to filing a Government Code claim or legal proceedings.

Sansone's Failure to Comply with the Bid Protest Procedures

The Bid Protest Procedures are set forth at page 9 of the Contract Documents. Among other things, these Procedures require that the party filing the protest (Sansone) "shall concurrently [with the submittal of the protest] transmit a copy of the initial protest document and any attached documentation to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending on the outcome of the protest. The documents shall be transmitted by fax or overnight mail."

Sansone failed to comply with these Procedures, and has never provided any documents relating to its protest to Raminha, at any time.

Mr. Bruce Buel
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July 6, 2007
Page 2

The last paragraph of the Bid Protest Procedures clearly describe the penalty for failure to comply with the Procedures, which is that Sansone has waived any right to pursue a Bid Protest, and has further given up its right to proceed through the legal process.

The Bid Protest Procedures require that any protest relating to the award of the contract for the Project must be submitted before 5:00 p.m. on the third working day following the bid opening. Since Raminha has never received any protest documentation from Sansone, and since Sansone's Bid Protest is dated May 21, 2007 (one month prior to the bid opening on June 21, 2007), it is unclear whether or not Sansone's submittal was timely.

In any event, by its failure to follow the clear mandatory dictates of the Bid Protest Procedure, Sansone has waived its right to further pursue its protest.

Sansone Has Failed to Provide Any Basis for Rejecting Raminha's Bid

Although it is clear that Sansone's Protest should be summarily dismissed for the reasons set forth above, I have addressed the issues that Sansone raised in its Bid Protest Letter, in order to provide a comprehensive response on Raminha's behalf. These issues are addressed in the order presented by Sansone.

(1) Sansone incorrectly claims that "the dollar amount offered for the entire work is substantially different than the summation of the individual items."

The total dollar amount of Raminha's contract proposal is presented at three places: page 11 of 70, page 18 of 70, and page 19 of 70. The "summation of the individual items" is presented at page 18 of 70, where Raminha has clearly described and correctly added up the individual bid items for a Base Bid Grand Total of \$127,454.00, and an Alternative Bid Grand Total of \$134,454.00.

On page 19 of 70, these same numbers are presented, in "words" and in figures. Raminha will concede that it incorrectly entered the figure of \$13445.40 on page 11 of 70; however, the Contract Documents (at page 7 of 70) clearly address this situation:

"Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded."

This specific language is repeated at page 19, directly above Mr. Raminha's signature. Moreover, the District has reserved the right to waive any irregularities in the bidding process

Mr. Bruce Buel
Nipomo Community Services District
July 6, 2007
Page 3

(page 4 of 70), and the error on page 11 is clearly a nonmaterial irregularity, given that the correct number is provided in two other places and set forth in words on page 19.

Accordingly, Sansone's position regarding this issue must be rejected, because (a) the dollar amount is not different than the sum of the individual items (page 18 of 70), and (b) insofar as Raminha did insert an incorrect entry on page 11 of 70, pursuant to the terms of the Contract Documents, this figure is to be disregarded, and the words (One Hundred Thirty Four Thousand Four Hundred Fifty Four Dollars and Zero Cents) shall govern.

Lastly, even if the District was in some manner concerned with the one

(2) Sansone's allegations regarding the licensing of Layfield Environmental Systems Corporation are without merit.

Without citing any authority in support of its position, Sansone has alleged that Layfield Environmental Systems Corporation ("Layfield") must have a specialty license classification for the work which Layfield will be undertaking. This allegation is without merit for a number of reasons.

As is recognized by the District on page 59 of 70, the work that will be undertaken and completed under this Project consists of the replacement of a wastewater facility pond liner. Installing this liner involves a number of different activities and tasks, which are generally described on page 59 of the Contracted Documents. Layfield is qualified to undertake this work, and can do so under its General Engineering Contractor ("A") License. Raminha has complied, in all respects with the contract requirements, by providing the information on pages 12 and 14 in the bid submitted by Raminha. Moreover, Sansone provides no legal basis for its position regarding the opinion of the State Contractors State License Board, nor does Sansone define what it means by "performing one item of work," since the installation of the liner involves many different tasks and steps.

Simply stated, there is absolutely no basis for Sansone's position that Layfield cannot complete the work which will be undertaken under its general engineering license. In order to provide the District with additional information, it might be noted that in addition to holding a General Engineering License, Layfield also holds the following Specialty Licenses:

C15 - Flooring and Floor Covering
D06 - Concrete Related Services
D12 - Synthetic Products

Mr. Bruce Buel
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July 6, 2007
Page 4

(3) There is no Legal or Factual Basis for Sansone's Argument that the Raminha Bid was Invalid.

Without citing any legal authority, nor any reference to any of the Contract Documents, Sansone has argued that Raminha's Bid was invalid and unenforceable because the Base Bid was signed by Mr. Toby Wheeler (at page 19 of 70). This argument is without legal or factual basis.

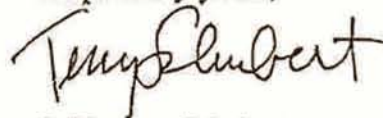
In fact, Mr. Wheeler has been an Authorized Agent for Raminha Construction, Inc., since January of 2005. Mr. Wheeler's signature serves to bind the Corporation to perform all legal obligations described in the documents that he executes on the Corporation's behalf. There is no legal or contractual requirement that an officer of the corporation execute the Contract Documents, and Mr. Wheeler was not, as suggested by Sansone "ineligible" to execute these documents. To the contrary, he was authorized and empowered to do so.

Moreover, even a cursory review of page 19 of the Bid reveals that David Raminha signed the Total Alternative Bid, which encompasses and is directly below the Total Base Bid executed by Mr. Wheeler. In so doing, Mr. Raminha, the President of the Corporation, has clearly ratified Mr. Wheeler's authority to bind the Corporation.

In closing, it is readily apparent that Sansone has failed to comply with the Bid Protest Procedures, and also failed to provide any basis for the disqualification of the Raminha Bid. Simply stated, Raminha is the lowest responsible and responsive bidder, and the District should award this Contract to Raminha pursuant to the terms of the Contract Documents forthwith.

On behalf of David Raminha and Raminha Construction, Inc., I appreciate the opportunity to respond to these unfounded allegations. If you have any questions or if you need any additional information, please feel free to call Mr. David Raminha or me.

Respectfully yours,



P. Terence Schubert

cc: Mr. David Raminha
Mr. Toby Wheeler
Sansone Company, Inc.
Ms. Lisa Bognuda
Jon Seitz, Esq.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2007- Black Lake Pond Liner Bid**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
AWARDING THE BLACK LAKE WASTEWATER TREATMENT FACILITY POND #3 LINER
REPLACEMENT BID TO RAMINHA CONSTRUCTION, INC. (RAMINHA), AUTHORIZING THE
GENERAL MANAGER TO EXECUTE A CONTRACT WITH RAMINHA FOR THE WORK, AND
ESTABLISHING A CONTINGENCY FUND FOR CHANGE ORDERS**

WHEREAS, the Nipomo Community Services District ("District") is a community services district with limited purposes and powers as identified in Sections 61100 et seq. of the Government Code; and

WHEREAS, pursuant to Government Code Section 61100 (a) the Nipomo Community Services District is authorized to treat wastewater for beneficial use to its residents; and

WHEREAS, the District has initiated a Project to replace the liner for Pond #3 at the Black Lake Wastewater Treatment Facility ("Project"); and

WHEREAS, the purpose of the Project is to replace the liner so as to honor the District's obligation to eliminate discharge of partially treated effluent into the groundwater basin underlying the treatment pond; and

WHEREAS, District staff has filed a Notice of Exemption for the project in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, District staff noticed the opportunity for contractors to submit bids on the project in accordance with state law; and

WHEREAS, Five contractors submitted bids on June 21, 2007; and

WHEREAS, The apparent low bidder for the project based on the bids received on June 21, 2007 was Raminha Construction, Inc. (Raminha) with a bid of \$127,454.00; and

WHEREAS, A bid protest was received from Sansone Company, Inc. (Sansone) on June 25, 2007 (erroneously dated May 21, 2007); and

WHEREAS, A response to the Sansone bid protest was received from Raminha on July 6, 2007; and

WHEREAS, District Legal Counsel Jon Seitz and Special Legal Counsel Linda Beck rejected Sansone's Bid Protest on July 11, 2007; and

RESOLUTION NO. 2007-Black Lake Pond Liner Bid

WHEREAS, having received reviewed and considered the foregoing information, as well as any and all information in the record and based on its independent review, judgment and analysis, the Board of Directors hereby makes these Findings:

1. The "\$13445.40" total price entered in the blank on Page 11 of Raminha's Bid is deemed erroneous; is superseded by the written words "One Hundred Twenty Seven Thousand Four Hundred Fifty Four Dollars and Zero Cents" entered into the blank on page 19 of Raminha's bid; is deemed to be a minor irregularity with Raminha's bid; and is hereby waived; and
2. Raminha's bid is responsive; and
3. Raminha is a responsible bidder; and
4. Raminha's Base Bid of \$127,454.00 is the accepted bid; and
5. NCSD rejects the Bid Alternative; and
6. \$10,000 is a prudent reserve encumbrance to resolve change order requests.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Nipomo Community Services District, as follows:

1. That the Board of Directors of the Nipomo Community Services District, based on the Board of Directors independent judgment does hereby award the Black Lake WWTF Pond #3 Liner Project bid to Raminha for \$127,454.00.
2. District Staff is authorized to execute a contract with Raminha to perform the work for \$127,454.
3. The General Manager is authorized to execute change orders for up to an additional \$10,000 to resolve change order requests.
4. The above Recitals and Findings are true and correct and incorporated into this Resolution by reference.

PASSED AND ADOPTED by the Board of Directors of the Nipomo Community Services District this 25th day of July, 2007, on the following roll call vote:

AYES:

NOES:

ABSENT:

CONFLICTS:

RESOLUTION NO. 2007-Black Lake Pond Liner Bid

Michael Winn, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
District Legal Counsel

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RESOLUTION NO. 2007-XXX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT APPROVING AN
INTERFUND LOAN FROM THE DISTRICT'S TOWNE DIVISION SEWER RESERVES
TO THE BLACK LAKE SEWER FUND FOR THE PURPOSES OF
FUNDING THE BLACK LAKE WWTF LINER REPLACEMENT PROJECT**

WHEREAS, the Board of Directors of the Nipomo Community Services District ("District"), has tentatively approved the Black Lake WWTF Liner Replacement Project ("the Project"); and

WHEREAS, the Project Bid Opening was held on June 21, 2007; and

WHEREAS, the Black Lake Sewer Reserves are not adequately funded to pay Project costs; and

WHEREAS, based on the Staff Report, Staff presentation, and testimony taken by the Board on July 25, 2007, the Board of Directors hereby finds that there are sufficient reserves in the Towne Division Sewer funded replacement fund (Fund #810) to accommodate an inter-fund loan to pay Project costs.

NOW THEREFORE, BE IT RESOLVED, DECLARED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:

1. An inter-fund loan from the Towne Division Fund #810 to the Black Lake Sewer Fund, to pay Project costs, is approved in an amount not to exceed \$200,000 on the terms and conditions stated below.

a. Interest on the inter-fund loan shall be the same interest as the District currently receives on its investments with the Local Agency Investment Fund ("LAIF").

b. Principal and interest shall be repaid to the Towne Division Sewer Fund within sixty (60) months of the loan transfer.

BE IT FURTHER RESOLVED AND ORDERED AS FOLLOWS:

2. District Staff is authorized to return to the Board, a Resolution and procedures establishing a surcharge and the detail on the Black Lake Sewer customer billing statement for repayment of the Project loan.

3. Said Rate Setting Resolution and payment procedures shall be in accordance with the following:

a. The total cost per parcel and the billing statement surcharge be established to repay the loan;

b. That individual property owners/customers be allowed to prepay the established surcharge without interest; and

c. That a protest hearing be conducted under the procedures of Article XIII D of the California Constitution.

On the motion of Director _____, seconded by Director _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

CONFLICTS:

the foregoing resolution is hereby passed, approved and adopted by the Board of Directors of the Nipomo Community Services District this ____ day of _____, 2007.

MICHAEL WINN, President
Board of Directors, Nipomo Community
Services District

ATTEST:

DONNA JOHNSON, Secretary to the
Board of Directors

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