

SECTION 00300

BIDDER'S CHECKLIST

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.
 Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

<input checked="" type="checkbox"/>	Section 00310 - Bidder's Proposal	
<input checked="" type="checkbox"/>	Section 00315 - Preliminary Construction Schedule	
<input checked="" type="checkbox"/>	Section 00317 - Public Contract Code Section 10162 Questionnaire on Disqualification	
<input checked="" type="checkbox"/>	Section 00318 - Public Contract Code Section 10232 Statement on Contempt	
<input checked="" type="checkbox"/>	Section 00329 - Labor and Other Code Requirements Certificate	
<input checked="" type="checkbox"/>	Section 00340 - Pre-qualification statement	
<input checked="" type="checkbox"/>	Section 00437 - Designation of Subcontractors	
<input checked="" type="checkbox"/>	Section 00454 - Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Section 00455 - Worker's Compensation Certificate	
<input checked="" type="checkbox"/>	All issued Addenda	
<input checked="" type="checkbox"/>	Bid Security attached to front of Proposal in the form of (check one)	
<input checked="" type="checkbox"/>	DIR Number inserted in designated Sections	
	<input type="checkbox"/> Certified Check	<input checked="" type="checkbox"/> Bidder's Bond (Section 00616)
	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Cash

P84C-1502724-001P
QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

SUBMITTED BY:

Name of Company: HPS Mechanical, Inc. Contact Name: Scott DenHerder

Address: 3100 E. Belle Terrace

City: Bakersfield State CA Zip 93307

Phone No. (661) 397-2121 Fax No. (661) 396-2589

Contractor's License No. 793014

Department of Industrial Relations (DIR) Number: 1000001107

Documents required on the checklist but not included with your bid may render your bid non-responsive and ineligible for award. Bids received by Quail Valley Water District by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

END OF SECTION

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE, ADDENDUM NO. 1

ADDENDUM NO. 1

SECTION 00310

BIDDER'S PROPOSAL

QUAIL VALLEY WATER DISTRICT hereinafter called the DISTRICT.

The work to be done and referred herein is in:

P84C-1502724-001C QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

The work is to be constructed in accordance with the Contract Documents and contract agreement annexed hereto and also in accordance with applicable provisions of the State Standard Plans and State Standard Specifications, Kern County California, Code of Ordinances, Title 14, Utilities; DWR Bulletin 74-81 and 74-90; California Code of Regulations (CCR) Title 22.

The work to be done is shown on the Plans entitled:

P84C-1502724-001P QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, in the annexed proposed form of contract, and the Plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the District to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following unit prices, to-wit:

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

SECTION 00310

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE, ADDENDUM NO. 1

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
1	June 22, 2018

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW (SB 854): This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. Please refer to the following link to view the SB 854 Fact Sheet for a complete list of requirements <https://www.dir.ca.gov/Public-Works/PublicWorks.html>

P84C-1502724-001P
 QUAIL VALLEY WATER DISTRICT
 WATER TRANSMISSION LINE AND RESERVOIR PROJECT
 WATER STORAGE, ADDENDUM NO. 1

BID SCHEDULES: In compliance with the Notice Inviting Bids, the undersigned hereby agrees to enter into the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents, as that term is defined in Section 01090 Definitions and Abbreviations, to the satisfaction and under the direction of the District's Engineer, at the following prices:

I. **BASE BID - Inclusive of EAST TANK, WEST TANK and MONTCLAIRE TANKS 1 and 2**

Item	Description	Qty.	Unit	Unit Price	Total
1.	Mobilization and Demobilization, Not to Exceed 7% of the Total Base Bid	1	LS	\$ 80,000	\$ 80,000
2.	Storm Water Pollution Prevention Best Management Practices Plan (SWBMPP)	1	LS	\$ 2,500.00	\$ 2,500.00
3.	Potholing of Utilities and Points of Connection	1	LS	\$ 3,600.00	\$ 3,600.00
4.	Furnish 2-inch Blow Offs per Quantities Listed	1	LS	\$ 5,900	\$ 5,900
TOTAL BASE BID AMOUNT - Inclusive for East Tank, West Tank, and Montclair Tanks 1 and 2				\$ 92,000	

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 QUAIL VALLEY WATER DISTRICT
 WATER TRANSMISSION LINE AND RESERVOIR PROJECT
 WATER STORAGE, ADDENDUM NO. 1

II. BASE BID - East Tank

Item	Description	Qty.	Unit	Unit Price	Total
1.	Site Grading	1	LS	\$65,900	\$65,900
2.	Trenching, Backfill and Compaction, Including Disposal	225	LF	\$ 58.00	\$13,050.00
3.	Pipe Bedding for Trench Backfill, Including Compaction	55	TN	\$ 48.00	\$ 2,640.00
4.	Permanent Yard Piping, Control Valves and Related Appurtenances:	1	LS	\$96,525	\$96,525
5.	Furnish and Install Energy Dissipator	1	LS	\$ 4,500.00	\$ 4,500.00
6.	Furnish and Install 6-inch Fire Hydrant Assembly	1	EA	\$ 8,000.00	\$ 8,000.00
7.	Furnish and Install Sample Station	1	EA	\$ 2,600.00	\$ 2,600.00
8.	Furnish and Install Tank Ringwall Foundation	1	LS	\$59,800	\$ 59,800
9.	STEEL TANKS ** (See Note below)	-	-	-	-
9.1	Furnish and Install Bolted Steel Tank and Related Appurtenances	1	LS	\$94,000.00	\$94,000.00
9.2	Furnish and Install Welded Steel Tank and Related Appurtenances	1	LS	\$ 0.00	\$ 0.00
10.	*Disinfect Tanks and Yard Piping	*1	LS	\$ 850.00	\$ 850.00
11.	*Collect Bacteriological Samples	*1	LS	\$ 250.00	\$ 250.00
12.	*Collect Contaminant (VOC) Samples	*1	LS	\$ 850.00	\$ 850.00
13.	Standby Time	20	HR	\$ 130.00	\$ 2,600.00
TOTAL BASE BID AMOUNT - East Tank					\$ 361,665.00

Notes:

*** The contractor shall absorb the expenses of the first and subsequent tank flushing(s), filling(s), soaking(s), and analysis(es)**

**** Specify only one bid item either Bid Item 9.1 - Bolted Steel Tank or Bid Item 9.2 - Welded Steel Tank in the Bid Proposal.**

III. BASE BID - West Tank

Item	Description	Qty.	Unit	Unit Price	Total
1.	Site Grading	1	LS	\$65,900	\$65,900
2.	Trenching, Backfill and Compaction, Including Disposal	245	LF	\$ 58.00	\$14,210.00
3.	Pipe Bedding for Trench Backfill, Including Compaction	60	TN	\$ 48.00	\$ 2,880.00
4.	Permanent Yard Piping, Control Valves and Related Appurtenances:	1	LS	\$85,900	\$85,900
5.	Furnish and Install Energy Dissipator	1	LS	\$14,600.00	\$14,600.00
6.	Furnish and Install 4- inch Fire Hydrant Assembly	1	EA	\$ 8,000.00	\$ 8,000.00
7.	Furnish and Install Utility Shed	1	LS	\$18,000	\$18,000
8.	Furnish and Install Tank Ringwall Foundation	1	LS	\$59,900	\$59,900
9.	STEEL TANKS ** (See Note below)	-	-	-	-
9.1	Furnish and Install Bolted Steel Tank and Related Appurtenances	1	LS	\$94,000.00	\$94,000.00
9.2	Furnish and Install Welded Steel Tank and Related Appurtenances	1	LS	\$ 0.00	\$ 0.00
10.	Furnish and Install Chain Link Fence, Including 20' Swing Gate and Appurtenances	205	LF	\$ 83.00 \$ 57.00	\$17,085.00 \$11,685.00
11.	*Disinfect Tanks and Yard Piping	*1	LS	\$ 850.00	\$ 850.00
12.	*Collect Bacteriological Samples	*1	LS	\$ 250.00	\$ 250.00
13.	*Collect Contaminant (VOC) Samples	*1	LS	\$ 850.00	\$ 850.00
14.	Standby Time	20	HR	\$ 130.00	\$ 2,600.00
TOTAL BASE BID AMOUNT - West Tank				\$ 398,455	

Notes:

* The contractor shall absorb the expenses of the first and subsequent tank flushing(s), filling(s), soaking(s), and analysis(ses)

** Specify only one bid item either Bid Item 9.1 - Bolted Steel Tank or Bid Item 9.2 - Welded Steel Tank in the Bid Proposal.

IV. BASE BID - Montclair Tanks 1 and 2

Item	Description	Qty.	Unit	Unit Price	Total
1.	Site Grading	1	LS	\$ 79,400	\$ 79,400
2.	Trenching, Backfill and Compaction, Including Disposal	250	LF	\$ 58.00	\$14,500.00
3.	Trench Excavation in Rock	20	CY	\$ 340.00	\$ 6,800.00
4.	Pipe Bedding for Trench Backfill, Including Compaction	85	TN	\$ 48.00	\$ 4,080.00
5.	Permanent Yard Piping, Control Valves and Related Appurtenances:	1	LS	\$ 67,000	\$ 67,000
6.	Furnish and Install Energy Dissipator	1	LS	\$14,600.00	\$14,600.00
7.	Furnish and Install Sample Station	2	EA	\$ 2,600.00	\$ 5,200.00
8.	Site Excavation in Rock	75	CY	\$ 340.00	\$25,500.00
9.	Furnish and Install Tank Ringwall Foundation	-	-	-	-
9.1	Montclair Tank 1	1	LS	\$ 59,800	\$ 59,800
9.2	Montclair Tank 2	1	LS	\$ 59,800	\$ 59,800
10.	STEEL TANKS ** (See Note below)	-	-	-	-
10.1a	Furnish and Install Bolted Steel Tank and Related Appurtenance (Tank 1)	1	LS	\$94,000.00	\$94,000.00
10.1b	Furnish and Install Bolted Steel Tank and Appurtenances (Tank 2)	1	LS	\$94,000.00	\$94,000.00
10.2a	Furnish and Install Welded Steel Tank and Related Appurtenances (Tank 1)	1	LS	\$ 0.00	\$ 0.00
10.2b	Furnish and Install Welded Steel Tank and Related Appurtenances (Tank 2)	1	LS	\$ 0.00	\$ 0.00
11.	*Disinfect Tanks and Yard Piping	*1	LS	\$ 1,600.00	\$ 1,600.00
12.	*Collect Bacteriological Samples	*1	LS	\$ 250.00	\$ 250.00
13.	*Collect Contaminant (VOC) Samples	*1	LS	\$ 1,600.00	\$ 1,600.00
14.	Standby Time	40	HR	\$ 130.00	\$ 5,200.00
TOTAL BASE BID AMOUNT - Montclair Tanks 1 and 2				\$ 533,330.00	

Notes:

* The contractor shall absorb the expenses of the first and subsequent tank flushing(s), filling(s), soaking(s), and analysis(es)

**** Specify only bid items Bid Items 10.1a and 10.1b - Bolted Steel Tanks or Bid Items 10.2a and 10.2b - Welded Steel Tank in the Bid Proposal.**

BASE BID SUMMARY

I. BASE BID - Inclusive for East Tank, West Tank, Montclair Tanks 1 and 2	\$ 92,000
II. BASE BID - East Tank	\$ 361,665.00
III. BASE BID - West Tank	\$ 388,455
IV. BASE BID - Montclair Tanks 1 and 2	\$ 533,330.00
BASE BID AMOUNT (Items I through IV): \$ 1,375,450 ^{1,375,450}	
BASE BID AMOUNT (Items I though IV): (Words) One million three hundred seventy five thousand four hundred fifty dollars	

ADDITIVE BID ITEM NO. 1 - Furnish and Install Treatment Plant Building, including Foundation and Related Work

Item	Description	Qty.	Unit	Unit Price	Total
1.	*Treatment Plant Building	1	LS	\$229,850	\$ 229,850
2.	Permanent Utility (SEC) Connection	1	LS	\$31,000.00	\$31,000.00
3.	Solar Thermal Water Heating System	1	LS	\$18,400.00	\$ 18,400.00
4..	Radiant Floor Piping	1	LS	\$23,000.00	\$ 23,000.00
TOTAL ADDITIVE BID ITEM NO. 2 (Items 1 thru 4): \$ <u>302,250</u>					
TOTAL ADDITIVE BID ITEM NO. 2 (Items 1 thru 4): (Words): _____					
*Note: List Building Type and Manufacturer: _____					

ADDITIVE BID ITEM NO. 2- Furnish and Install Chain Link Fence

Item	Description	Qty.	Unit	Unit Price	Total
1.	Furnish and Install Chain Link Fence, Including 20' Swing Gate and Appurtenances - Montclair Tank Site	225	LF	\$83.20	\$ 18,720
2.	Furnish and Install Chain Link Fence, Including 20' Swing Gate and Appurtenances - East Tank Site	160	LF	\$117.00	\$ 18,720
TOTAL ADDITIVE BID ITEM NO. 1 (Items 1 and 2): \$ <u>32,032.00</u>					
TOTAL ADDITIVE BID ITEM NO. 1 (Words): _____					

NOTES:

1. Words take precedence over figures in cases of conflict for the TOTAL BID AMOUNT.
2. The Bidder has the option of bidding either Welded Steel Tank or Bolted Steel Tank.
3. Bids are required for the entire work. The Bid shall be considered non-responsive if the Bidder does not include a price for all items of work, including Additive Bid Item No. 1 and Additive Bid Item No. 2.
4. **The Basis of Award**, if made, will be determined by the lowest responsive bid based on the sum total amount of **Base Bid Items I through IV**.
5. The District reserves the right to award the Contract with or without Additive Bid Item No 1 and/or Additive Bid Item No. 2.
6. All sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the Work hereunder shall be paid by the Contractor. Contractor shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in the Total Base Bid Price.
7. Unit bid prices shall be set as such, and shall be guaranteed by the Contractor for one (1) year from the date of the Notice to Proceed.
8. Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The District reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation.
9. Refer to Section 00210 - EXPLANATION OF BID ITEMS.
10. The bidder shall set forth for each item of work, in clearly legible figure, total for the item in the respective spaces provided for this purpose. The "Total" column

shall be the sum of all extended unit price bid items. If the total cost of any item, or the total Base bid is inconsistent with the unit cost, the extended unit price shall prevail.

- If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the District, within ten (10) days not including Sundays and legal holidays, after the bidder has received notice of award of the contract, the District, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the District

ABBREVIATIONS USED IN ENGINEER'S ESTIMATE AND PROPOSAL SHEETS

CF	Cubic Foot (Feet)	SACK(s)	Sack(s)
CY	Cubic Yard(s)	STAYD	Station Yard (s)
EA	Each	SF	Square Foot (Feet)
LB(s)	Pound(s)	SY	Square Yard(s)
LF	Linear Foot (Feet)	TN	Ton(s)
LS	Lump Sum	MGAL	Million Gallon(s)
(F)	Final Pay Quantity	GAL	Gallon
(S)	Specialty Item and	HR	Hour
(F&I)	Furnish and Install		

Bid Bond:

Accompanying this proposal is Bid Bond in amount equal to at least ten percent (10%) of the total amount of the base bid.

Check one only:

Bid Bond Attached; Certified Check; Cashier's Check; Cash;
 Annual Bid Bond on file with the District.

<u>Zurich American Surety</u>	<u>n/a</u>	<u></u>
Bonding Company	Bond No.	Expires

The names of all persons interested in the foregoing proposals as principals are listed below as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

HPS Mechanical, Inc.

Leslie DenHerder, President

Scott DenHerder, Vice President

Susan DenHerder, Secretary

Contractor's License Information:

Licensed in accordance with an act providing for the registration of Contractors,

Class License No. 793014

DIR NUMBER 1000001107

Bidder HPS Mechanical, Inc.

By 

Signature

Scott DenHerder

Type/Print Name

Vice President

Title

June 28, 2018

Date

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or

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WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE, ADDENDUM NO. 1

partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above.

Signature by agent:

If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the District prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: 3100 E. Belle Terrace

Bakersfield, CA 93307

MAILING ADDRESS: Same as above.
(if different)

BUSINESS PHONE: (661) 397-2121

PROJECT: Water Transmission Line and Reservoir Project - Water Storage

BIDDER: HPS Mechanical, Inc.

END OF SECTION

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

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SECTION 003150

PRELIMINARY CONSTRUCTION SCHEDULE

TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID:

Bidders shall complete and submit with his Bid a preliminary construction schedule for the District's review including important milestones, based on the Date of the Notice to Proceed, e.g. Day "0".

The Preliminary Construction Schedule shall be in sufficient detail to show the chronological relationships of all activities of the project, including, but not limited to, estimated starting and completion date of various activities for **East Tank, West Tank and Montclair Tanks 1 and 2**, and **Additive Bid items 1 and 2** (if awarded) including:

- Procurement of materials
- Earthwork
- Installation of ringwall foundation
- Installation of either Bolted Steel tanks or Welded Steel tanks and appurtenances
- Yardpiping and connection to existing water mains
- Conduits
- Leakage test and disinfection

The Preliminary Construction Schedule shall reflect completion of all work under the contract within the specified time and in accordance with the Specifications.

The Preliminary Construction Schedule will be used by owner in helping determine the integration of other planned construction activities.

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 WATER TRANSMISSION LINE AND RESERVOIR PROJECT
 WATER STORAGE

Dates(s)	Work Item(s)
Day "0"	Notice to Proceed
Month 1	Submittals for material, issue Purchase Orders, issue sub-contracts, start mobilization on East and West Clear and grub East and West
Month 2	Earthwork on East then West Clear and grub Montclair Ringwall foundations East and West Start yard piping East then West
Month 3	Earthwork Montclair Install tanks East and West Install Ringwalls at Montclair Start yard piping (temporary) at Montclair/ Install control valve at West
Month 4	Complete tanks East then West Finish yard piping East & West (with conduit) Install tanks at Montclair Install rock and fencing at East and West
Month 5	Leakage test and chlorination at East and West Finish tanks at Montclair Finish yard piping and conduit Montclair Test and disinfect Montclair
Month 6	Remove temp piping at Montclair Remove tank at Montclair Install rock and fencing Montclair Demobilize

END OF SECTION

P84C-1502724-001P
QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

SECTION 00317

**PUBLIC CONTRACT CODE SECTION 10162
QUESTIONNAIRE ON DISQUALIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

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

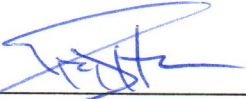
Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is Yes, explain the circumstances in the space below:

NOTE: The above Questionnaire is part of the Proposal.

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

By  June 28, 2018
Signature of Bidder Dated

END OF SECTION

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

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SECTION 00318

**PUBLIC CONTRACT CODE SECTION 10232
STATEMENT OF CONTEMPT**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

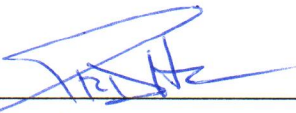
In accordance with Public Contract Code Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two year period because of the Bidder's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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of the Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.)

Bidder

By: _____


Signature

Scott DenHerder

Type/Print Name

Vice President

Title

June 28, 2018

Date

END OF SECTION

SECTION 00318-1

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE IMPROVEMENTS

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REVE 7-19-17
REVE 3-21-2018
REVE 5-20-2018
REVE 5-25-2018

SECTION 00318-2

SECTION 00329

**LABOR AND OTHER CODE
REQUIREMENTS CERTIFICATE**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

PART 1 - STATE WAGE RATE CLAUSES

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Prevailing wage schedules for Quail Valley Water District are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at www.dir.ca.gov.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

Pursuant to the provisions of California Labor Code, section 1773, the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work. Copies of the prevailing rate of per diem wages are on file at the District office and shall be made available to any interested party on request.

The Contractor shall cause a copy of the Director's determination of the prevailing rate of per diem wages to be posted at a prominent place at the site of the Work. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of claim against the District. The Contractor shall comply with Labor Code section 1774 and 1775. In accordance with Labor Code section 1775, the Contractor shall forfeit as a penalty to the District not more than \$200 for each Day or portion thereof for each worker paid less than the prevailing rates as determined by the director for the Work or craft in which the worker is employed for any Work or by any subcontractor under the Contractor. The amount of this penalty shall be determined by the Director based on the

factors set forth in section 1775. In addition to such penalty, the difference between such prevailing wage rates and the amount paid to each workman for each Day or portion thereof for each workman was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

**PART 2 - LABOR CODE SECTION 1776 COMPLETE PAYROLL RECORDS;
CERTIFIED AND AVAILABLE**

- 2.1 Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- A. The information contained in the payroll record is true and correct.
 - B. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- 2.2 The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- A. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - B. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - C. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the

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Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

- 2.3 The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
- 2.4 A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- 2.5 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- 2.6 The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and District, and shall, within five working days, provide a notice of a change of location and address.

- 2.7 The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one-hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- 2.8 The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- 2.9 The Director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

PART 3 - LABOR CODE SECTION 1777.5 EMPLOYMENT OF PROPERLY REGISTERED APPRENTICES

- 3.1 Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- 3.2 Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- 3.3 Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The

employment and training of each apprentice shall be in accordance with either of the following:

- A. The apprenticeship standards and apprentice agreements under which he or she is training.
- B. The rules and regulations of the California Apprenticeship Council.

3.4 When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

3.5 Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this

subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

- 3.6 The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- 3.7 The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- 3.8 This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- 3.9 A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- 3.10 Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards

may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

- 3.11 An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
- A. Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - B. The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - D. Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- 3.12 When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- 3.13 A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site.
- A. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may

add the amount of the contributions in computing his or her bid for the contract.

- B. At the conclusion of the 2002-03 fiscal years and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- i. If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - ii. If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - iii. All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

PART 4 - LABOR CODE SECTION 1810 DEFINITION: A LEGAL DAY'S WORK

- 4.1 Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

PART 5 - LABOR CODE SECTION 1813 PENALTY FOR OVERTIME ON ANY PUBLIC WORK CONTRACT

- 5.1 The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five

dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

PART 6 - LABOR CODE SECTION 1815 MINIMUM OVERTIME PAY

6.1 Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the Labor code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

PART 7 - LABOR CODE SECTION 1860 CONTRACT PROVISION

7.1 The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

PART 8 - LABOR CODE SECTION 1861 CONTRACTOR CERTIFICATION TO LABOR CODE SECTION 3700

8.1 Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

PART 9 - LABOR CODE SECTION 6500 AND 6705 TRENCH EXCAVATION SAFETY PLANS

- 9.1 The Contractor's attention is directed to the provisions of Labor Code section 6705 concerning trench excavation safety plans. Labor code section 6705 provides in relevant part:
- A. No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
 - B. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.
- 9.2 Before execution of the contract by the District, the Contractor shall submit to the District a copy of his permit for the project issued by Cal-OSHA. If there is any non-compliance with said detailed plans, the Contractor shall stop forthwith all affected work until there is compliance in the opinion of the State Division of Industrial Safety. The District, Engineer, officers, employees, consultants, and agents of the aforementioned, shall not be liable for costs incurred by the Contractor due to work stoppage, and the Contractor will not be given nor is entitled to an extension of time to complete the Work within the time set forth in this contract due to the work stoppage.

PART 10 -NONDISCRIMINATION CLAUSE

- 10.1 During the performance of the Contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2,

Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 10.2 Contractor's attention is also directed to Section 1735 of the Labor Code, which provides: "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."
- 10.3 Contractor's attention is further directed to Section 1777.6 of the Labor Code, which provides: An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code
- 10.4 The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract. The contractor and all subcontractors shall give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other agreement.

PART 11 - DRUG-FREE WORKPLACE CERTIFICATION CONTRACTOR:

- 11.1 The contractor named below hereby certifies compliance with The Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) in matters relating to providing a drug-free workplace. The below named contractor or applicant will:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The person's or organization's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - i. Will receive a copy of the company's drug-free policy statement, and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

PART 12 - DEBARRED SUBCONTRACTOR PROHIBITION

- 12.1 A public entity, as defined in Section 1100, may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- 12.2 Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

PART 13 - CLAIMS (Public Contract Code Section 20104)

- 13.1 Claims by the Contractor shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed with the District on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.

For claims of less than fifty-thousand dollars (\$50,000), the District will respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim any additional documentation supporting the claim or relating to defenses to the claim or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

For claims greater than or equal to fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District will respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the District and Contractor. The District's written response to the claim, as further documented, will be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or request documentation, whichever is greater.

If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

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If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. and a lawsuit on the claim may be filed in the appropriate state court.

The court shall submit the matter to non-binding mediation. The parties are to select a mediator within fifteen (15) days of submittal to mediation, and the mediation must be commenced within thirty (30) days of the submittal to mediation.

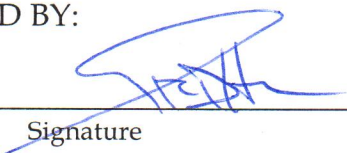
If the matter remains in dispute, the case shall be submitted to judicial (non-binding) arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. If either party objects to the arbitrator's award, the matter can then go to trial de novo in the trial court.

Any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees as provided by applicable law, pay the attorneys' fees of the other party arising out of the trial de novo. PART 14 - Assignments of Antitrust Actions (Public Contract Code 7103.5)

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ THE FOREGOING PROVISIONS OF LAW AND, IN THE PERFORMANCE OF THE CONTRACT, THE CONTRACTOR OR SUBCONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS IN ADDITION TO ALL OTHER LEGAL REQUIREMENTS.

CERTIFIED BY:



Signature

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Scott DenHerder

Type/Print Contractor or Subcontractor Name

Vice President

Title

June 28, 2018

Date

END OF SECTION

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REVE rev. 10-10-2017
REVE rev. 3-21-2018
REVE rev. 05-20-2018
REVE rev. 05-25-2018

SECTION 00329-16

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WATER STORAGE

SECTION 00340

PRE-QUALIFICATION STATEMENT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

Project titled:

P84C-1502724-001C QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

To: The Board of Directors, QUAIL VALLEY WATER DISTRICT

HPS Mechanical, Inc.

(Name of Organization)

Scott DenHerder, Vice President

(District, Partner, Corporate Officer (list title), Co-Venturer)

3100 E. Belle Terrace, Bakersfield, CA 93307 - Ph: (661) 397-2121

(Address and Telephone Number)

1. EXPERIENCE AND REFERENCES

List at least three (3) past or current projects within the last 7 years involving water distribution system improvements that involve potable water storage tanks for Municipal Water Utilities in California (at least \$250,000 dollars in value for each project) by completing the table below:

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Project name and location	Project description	Client/District	Contract amount (\$) and completion date	Reference contact person name and phone number
PLEASE SEE ATTACHED.				



PREVIOUSLY COMPLETED PROJECT REFERENCES:

PROJECT NAME: Steam Utility Infrastructure Repairs Project's I, II & III
5500 Campanile Drive
San Diego, CA 92182

OWNER: San Diego State University
5500 Campanile Drive
San Diego, CA 92182
Jeff Fratt, jfratt@mail.sdsu.edu
Office (619) 594-3965

ARCHITECT/ENGINEER: P2S Engineering, Inc.
5000 East Spring Street 8th Floor
Long Beach, CA 90815

FINAL CONTRACT AMOUNT: Phase I - \$3,806,998.55
Phase II - \$6,770,472.49
Phase III - \$4,035,376.10

DATE COMPLETED: Phase I - 03/04/2014
Phase II - 10/03/2014
Phase III - 04/27/2015

DESCRIPTION: The project required demolition of existing 6" & 8" steam & Condensate piping, concrete Utilidor tunnels, steam manholes, pavements and landscaping. New work included concrete structures and tunnels supported and direct buried Steam & Condensate piping, temporary boilers as needed new package boilers, in existing mechanical room where steam service was removed. Other relocated utilities included water distribution, poly natural gas main, sanitary sewer and storm drainage. Pavement repairs included streets, curbs, gutters with grinding and overlay of existing streets of this work was performed while protecting architecturally historical buildings in a live campus environment.

PROJECT NAME: Frazier Park Water System
Frazier Park, CA

OWNER: Frazier Park Public Utility District
4020 Park Drive
Frazier Park, CA 93225

ARCHITECT/ENGINEER: Quad Knopf, Inc.
5080 California Ave., Suite 400
Bakersfield, CA 93309
Rex Mason, rexm@quadknopf.com
Cathy Williams, cathyw@quadknopf.com
Office (661) 616-2600

FINAL CONTRACT AMOUNT: \$2,253,518.77

DATE COMPLETED: April 26, 2013



DESCRIPTION: HPS constructed new water mains, fire hydrant assemblies, reconnected to existing system, new service laterals reconnected the service lateral at meter locations, and there was also demolition of the existing water storage tanks. Construction of a new water storage tank, new electrical panels and all related work.

PROJECT NAME: 16" Waterline Replacement @ NASNI
OWNER: Naval Air Station, North Island
1220 Pacific Highway,
B653 North Island
San Diego, CA 92132-5190
Richard Pello Richard.pello@navy.mil – (619) 545-2191
John Sudol, john.sudol@navy.mil – (619) 545-9146
ARCHITECT/ENGINEER: Winzler & Kelly
4180 Ruffin Road, Suite 115
San Diego, CA 92123
Tim Monroe, timmonroe@w-andk.com
Office (858) 244-0440
GC/CM: EPC Corporation
1689 Country Vistas Lane
Bonita, CA 91902
Richard Kar, rkar@cox.net
Don Costello, dhcostello@cox.net - Cell (619) 261-4988
Office (619) 421-6472
CONTRACT AMOUNT: \$1,903,850.00
DATE COMPLETED: June 2010
DESCRIPTION: HPS Mechanical Inc. was the contractor on this project partnered with Winzler & Kelly Consulting Engineers who designed the replacement of 16" waterline at the Naval Air Station North Island facility.

Project Name: Will Rogers Elementary Plumbing Infr.
Location: Ventura, CA
Owner: Ventura Unified School District
255 W. Stanley Ave.
Ventura, CA 93001
Owner Contact: Terri Allison, terri.allison@venturausd.org
Ph: (805) 289-7981
Architect/Engineer: Kruger Bensen Ziemer Architects, Inc.
199 Figueroa St., Ste 100A
Ventura, CA 93001
Todd Jespersen
toddj@kbzarch.com
(805) 650-1033



Description of Project: Replacement of domestic water lines throughout the campus with requisite cut/patch/replacement of hardscape and landscape.
Contract Amount: \$488,288.51
Date of Comp: August 10, 2015

Project Name: Kit Carson Water System Improvements
Location: Hanford, CA
Owner: Kit Carson Union School District
9895 7th Avenue
Hanford, CA 93230
Architect/Engineer: AECOM
Teddy Hioe/(559) 448-8222 - Teddy.Hioe@aecom.com
Scope of Work: Construction of approx. 2 miles of pipelines, booster pump station, hydro pneumatic tank 75k bolted steel tank and other water system appurtenances.
Date Completed: July 24, 2014
Final Contract Value: \$1,501,807.99

Project Name: Art Center & Satellite Central Plant Project
Location: Cal State University Bakersfield
Bakersfield, CA
Owner: CSU Bakersfield
Owner Contact: Hasit Panchal
hpanchal@csub.edu
Architect/Engineer: P2S Engineering
5000 East Spring Street, 8th Floor
Long Beach, CA 90815
Ph: (562) 497-2990
GC/CM: Journey Air
103 Michigan Street
Bakersfield, CA 93306
Ian Journey
Ph: (661) 322-1633



Description of Project: Piping Systems: Chilled Water Supply and Return, Underground Chilled Water Supply & Return, Heating Hot Water Supply and Return, Condenser Water Supply & Return, Condensate, Sand Filter Supply & Return Includes costs for night work that was outside of fenced area (most of site chilled water). Included piping and setting of pumps and sand filter at central plant. Included piping and connections to 600,000 gallon TES tank installed by CB&I

Contract Amount: \$1,307,745.00
Date of Award: June 28, 2013
Date of Comp: September 14, 2014

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

2 CONTRACTOR FINANCIAL INFORMATION

- a) List name, address, and phone number of bonding company used by your organization, and applicable certificate number.
- b) List name, address, and phone number of a banking institution familiar with your organization.
- c) State whether your organization has been subject of bankruptcy, failed business, or failed to complete a contract.

CONTRACTOR

By: _____
Signature



Scott DenHerder

Type/Print Name

Vice President

Title

June 28, 2018

Date

END OF SECTION

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WATER STORAGE

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SECTION 00437

DESIGNATION OF SUBCONTRACTORS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

1. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq) and any amendments thereof, each bidder shall set forth below:
 - A. The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially 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 one percent of the bidders (prime contractors) total bid and
 - B. The portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid. In accordance with Public Contract Code 4104, additional information, if requested, other than name, location of business and portion of work for subcontractors may be submitted up to 24 hours after deadline for receipt of bids.
2. In accordance with State of California Public Contract Code 4104, each subcontractor designated to perform work on the project shall possess a current State of California Contractor's License applicable for the trade or sub-division of work that the sub-contractor is responsible for performing.
3. If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidders (prime contractors) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

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4. No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidders (prime contractors) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidders (prime contractors) total
5. Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.
6. Note: If alternate or additive bids items are called for and bidder intends to use different or additional subcontractors on the alternates or additive bid items, a separate list of subcontractors must be provided for each such alternate. Identify any such additional subcontractors by alternate or additive bid number.

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SUBCONTRACTOR INFORMATION

Company Name: Cen-Cal Constrution	DIR# 1000001026
Address: 821 H St, Bakersfield, CA 93304	
Type of Work: Concrete	Tel No.: (661) 322-8820
Fax No.: (661) 399-3812	#962895 License No. & Exp.: Exp.06/30/2020

Company Name: Superior Tank Company Inc.	DIR# 1000001847
Address: 19436 Colombo St., Bakersfield, CA 93308	
Type of Work Bolted Tank	Tel No.: (661) 392-0188
Fax No.: (661) 392-8770	#472119 License No. & Exp.: Exp. 04/30/2019

Company Name: P & J Electric Inc	DIR# 1000000678
Address: 349 Enterprise Way, Tehachapi, CA 93561	
Type of Work Electrical	Tel No.: (661) 822-6217
Fax No.: (661) 822-6227	#946445 License No. & Exp.: Exp. 04/30/2020

Company Name: Diversified Construction Solutions, Inc. (DCS)	DIR#1000004604
Address: PO Box 81563, Bakersfield, CA 93380	
Type of Work Site Grading	Tel No.: (661) 392-7900
Fax No.: (661) 587-3725	#995064 License No. & Exp.: 7/31/2020

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SUBCONTRACTOR INFORMATION

Company Name:

Address:

Type of Work:

Tel No.:

Fax No.:

License No. & Exp.:

Company Name:

Address:

Type of Work

Tel No.:

Fax No.:

License No. & Exp.:

Company Name:

Address:

Type of Work

Tel No.:

Fax No.:

License No. & Exp.:

Company Name:

Address:

Type of Work

Tel No.:

Fax No.:

License No. & Exp.:

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[ATTACH ADDITIONAL SHEETS AS NECESSARY]

END OF SECTION

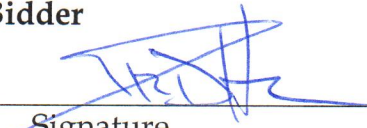
SECTION 00437-4

REVE rev. 11-15-2017
REVE rev. 3-21-2018
REVE rev. 05-20-2018
REVE rev. 05-25-2018

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I certify and declare under penalty of perjury under the laws of the State of California that the foregoing information in this Non-collusion Affidavit is true and correct.

Bidder



Signature

By: Scott DenHerder

Type/Print Name

Vice President

Title

June 28, 2018

Date

END OF SECTION

SECTION 00455
WORKER'S COMPENSATION CERTIFICATE
CONTRACTOR'S CERTIFICATION REGARDING WORKERS COMPENSATION

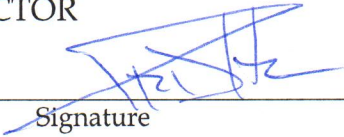
TO BE EXECUTED AND SUBMITTED WITH BID:

Labor Code Section 3700 Provides: Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, 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 his or her employees

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

CONTRACTOR



Signature

By: Scott DenHerder
Type/Print Name

Vice President
Title

June 28, 2018
Date

END OF SECTION

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SECTION 00616

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned HPS MECHANICAL, INC.

as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety, are hereby held and firmly bound unto the Quail Valley Water District, hereinafter called the "District" in the sum of TEN PERCENT OF BID AMOUNT Dollars (\$ 10%) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the in strict accordance with Contract Documents.

NOW; THEREFORE,

If said bid shall be rejected, or, in the alternative,

If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto and shall execute and deliver the required insurance certificates, Performance Bond and Payment Bond in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the Contract created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of the obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond and it does hereby waive notice of any such change,

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extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorney fees to be fixed by the court.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 25TH day of JUNE, 2018. The name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Principal's Seal)

PRINCIPAL

HPS MECHANICAL, INC.

By: 

Title:

Vice President

Address: 3100 E BELLE TERRACE, BAKERSFIELD, CA 93307

Phone No. 661-397-2121

Fax No. 661-396-2589

(Surety's Seal)

SURETY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: 

Title:

JULIE SANDERS, ATTORNEY-IN-FACT

Address: 1800 19TH STREET, BAKERSFIELD, CA 93301

Phone No. 661-283-8100

Fax No. 661-283-8111

END OF SECTION

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of June, 20 18.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

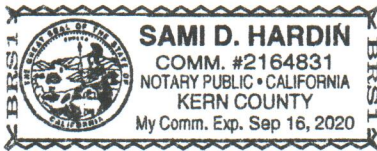
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of KERN

On 06/25/2018 before me, Sami D. Hardin, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Julie Sanders
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Sami D. Hardin
Signature of Notary

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond
Document Date: 06/25/2018 Number of Pages: _____
Signer(s) Other Than Named Above: _____

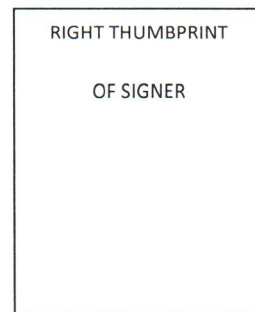
Capacity(ies) Claimed by Signer

Signer's Name: _____

- Corporate Officer – Titles(s) _____
- Partner(s) Limited General
- Individual Attorney in Fact
- Trustee(s) Guardian/Conservator
- Other: _____

Signer is Representing: Fidelity and Deposit Company of Maryland

Name of Person(s) or Entity(ies) _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Kern)

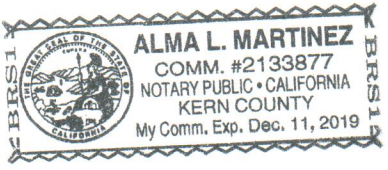
On 6/27/18 before me, Alma L. Martinez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Scott DenHerder
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name 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 on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 6/25/18
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____