

SECTION 00410
LONG BID FORM
TUOLUMNE CITY SANITARY DISTRICT
WASTEWATER TREATMENT PLANT UPGRADE PROJECT

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ARTICLE 1 BID RECIPIENT

- 1.1 This Bid is submitted to:

**Tuolumne City Sanitary District
18050 Box Factory Road
Tuolumne, CA 95379**

- 1.2 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 BIDDER'S ACKNOWLEDGEMENTS

- 2.1 BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.
- 2.2 BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within {15} days after the date of OWNER'S Notice of Award.

ARTICLE 3 BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, BIDDER represents that:

- A. BIDDER has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
<u>1</u>	<u>6/3/21</u>
<u>2</u>	<u>6/11/21</u>
<u>3</u>	<u>6/14/21</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. BIDDER has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. BIDDER is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress and performance of the Work, including all American Iron and Steel Requirements.
- D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. BIDDER has considered the information known to BIDDER itself; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site- related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER; and (3) BIDDER'S safety precautions and programs.
- F. BIDDER agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. BIDDER is aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents and confirms that the written resolution thereof by ENGINEER is acceptable to BIDDER.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through interpretations or clarifications by ENGINEER as described in the Instructions to Bidders, because of insufficient time or otherwise, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

ARTICLE 4 BIDDER'S CERTIFICATION

4.1 BIDDER certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid;
- C. BIDDER has not solicited or induced any individual or entity to refrain from bidding; and
- D. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made to (a) to influence the bidding process to the detriment of OWNER, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more BIDDERS, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 BASIS OF BID

- 5.1 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). Descriptions of the bid items are provided in Section 01110 Work Covered by Contract Documents.
- 5.2 BIDDER will submit Alternate Bids on several additive or deductive items. Alternate bids may be accepted at the option of the OWNER. The total Base Bid, plus any combination of zero or more Alternate Bids which are in the OWNER'S best interest to accept, will form the basis for comparison of bids and determining the lowest bidder. The bidders shall remain anonymous while the pricing for the bid is being evaluated. The OWNER shall review the prices and select the options it wants for Alternate Bid Items in the order of priority the OWNER shall choose at the time of the bid. The bidders shall be ranked using a numerical system, with number one (1) representing the lowest bidder. After the bids have been ranked, the bidders' identities shall be revealed for the evaluation of the non-cost portions of the bids.

BASE BID SCHEDULE

Bid Item	Description	Amount (\$, in figures)
1	Mobilization/Demobilization	\$ 42,000
2	Storage Lagoon Shotcrete Relining	\$ 245,000
3	Sludge Lagoon Aerator Installation	\$ 141,000
4	RAS Pump Installation	\$ 338,000
5	Electrical Updates	\$ 550,000
TOTAL BID FOR ALL UNIT PRICES:		
<u>\$ ONE MILLION THREE HUNDRED ^{SIXTEEN} THOUSAND DOLLARS</u> (in words) LRL		<u>\$ 1,316,000</u> (in figures)

BIDDER acknowledges that (1) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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BID SCHEDULE – ADDITIVE BID ITEM A

Item	Description	Amount (\$, in figures)
A1	Driveway Concrete Paving	^{LRC} \$ 26,000
	TOTAL ADDITIVE BID ITEM A AMOUNT (Sum of Bid Items A1)	\$ <u>26,000</u> (in figures)
	\$ <u>TWENTY SIX THOUSAND DOLLARS</u> (in words)	

BIDDER acknowledges that (1) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BID SCHEDULE – ADDITIVE BID ITEM B

Item	Description	Amount
B1	Aeration Basin Concrete Paving	
	TOTAL ADDITIVE BID ITEM B AMOUNT (Sum of Bid Items B1)	\$ <u>238,000</u> (in figures)
	\$ <u>TWO HUNDRED AND THIRTY EIGHT THOUSAND DOLLARS</u> (in words)	

BIDDER acknowledges that (1) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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BID SCHEDULE – ADDITIVE BID ITEM C

Item	Description	Amount
C1	Pump House Concrete Paving	
	TOTAL ADDITIVE BID ITEM C AMOUNT (Sum of Bid Items C1)	
	\$ <u>TWENTY THOUSAND DOLLARS</u> (in words)	\$ <u>20,000</u> (in figures)

BIDDER acknowledges that (1) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BID SCHEDULE – ADDITIVE BID ITEM D

Item	Description	Amount
D1	Effluent Line Relocation	
	TOTAL ADDITIVE BID ITEM D AMOUNT (Sum of Bid Items D1)	
	\$ <u>TWO HUNDRED SEVENTY SIX THOUSAND DOLLARS</u> (in words)	\$ <u>276,000</u> (in figures)

BIDDER acknowledges that (1) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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ARTICLE 6 TIME OF COMPLETION

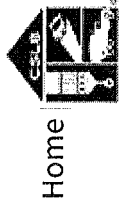
- 6.1 BIDDER agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 BIDDER accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 ATTACHMENTS TO THIS BID

- 7.1 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Contractor Qualification Statement and References;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. CONTRACTOR'S License No.: 689962
 - F. Non-Collusion Affidavit;
 - G. Workers Compensation Certification;
 - H. Manufacturer's Certification Letter of Compliance with American Iron and Steel Requirements for all equals and substitutes approved by Addenda. (if applicable);
 - I. Disadvantaged Business Enterprise requirements completed, SWRCB form 4500-3 and 4500-4;
 - J. Contractor DIR Registration No.: 1000004083
 - K. Schedule of Manufacturers and Suppliers Major Equipment and Material Items.

ARTICLE 8 DEFINED TERMS

- 8.1 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



CONTRACTORS STATE LICENSE BOARD



▶ Contractor's License Detail for License # 689962

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/18/2021 1:59:03 PM

Business Information

JAMES C. CUSHMAN, INC
P.O. BOX 1416
GOLETA, CA 93116
Business Phone Number: (805) 964-8661

Entity	Corporation
Issue Date	06/08/1994
Expire Date	06/30/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING CONTRACTOR
- ▶ B - GENERAL BUILDING CONTRACTOR
- ▶ C-61 / D21 - MACHINERY AND PUMPS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY.

Bond Number: 0000002443031

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

- ▶ The qualifying individual LESTER JAMES CUSHMAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 09/19/2018
BQI's Bond History

- ▶ This license filed Bond of Qualifying Individual number **106617989** for AIDAN LLOYD BASINGER in the amount of **\$12,500** with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Effective Date: 11/01/2016

Workers' Compensation

ARTICLE 9 BID SUBMITTAL

Bidder Name: James C. Cushman, Inc.

Submittal Date: 6/23/21

Address for giving notices: 535A Overpass Road
Goleta, CA 93111

Telephone Number: (805) 964-8661 Fax Number: (805) 967-6057

Contact Name and email address: Lee Cushman, lee@cushmancontracting.com

State Contractor's License Number: 689962

Employer's Tax ID No.: 77-0376696

Contractor DIR Registration No.: 1000009083

If BIDDER is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: James C. Cushman, Inc. (SEAL)

State of Incorporation: California

Type (General Business, Professional, Service, Limited Liability): General Business

By: Lee Cushman

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(Signature -- attach evidence of authority to sign)

Name (typed or printed): Les Cushman

Title: President

Attest: 
(Signature of Corporate Secretary) Lee Cushman

Date of Qualification to do business in California is 3/29/94

A Joint Venture

Name of Joint Venture Partner: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture partner must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

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JAMES C. CUSHMAN, INC.
P.O. Box 1416
Goleta, CA 93116

CERTIFICATE OF AUTHORITY TO SIGN

I HEREBY CERTIFY that a meeting of the Board of Directors of James C. Cushman, Inc., a corporation existing under the laws of the State of California, held on July 30, 2020, the following resolution was duly passed and adopted:

"RESOLVED, that Les J. Cushman, as President of the Corporation, be and is hereby authorized to execute all bids on behalf of this Corporation and that his execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 21st day of June, 2021.



Lee R. Cushman
Secretary of the James C.
Cushman, Inc.
A California Corporation

(SEAL)

SECTION 00415

BID BOND

Any singular reference to BIDDER, SURETY, OWNER or other party shall be considered plural where applicable.

BIDDER (Name and Address): James C. Cushman, Inc.
5354 Overpass Road
Santa Barbara, CA 93111

SURETY (Name, and Address of Principal Place of Business): Travelers Casualty and Surety Company of America
21688 Gateway Center Drive, Diamond Bar, CA 91765

OWNER (Name and Address): Tuolumne City Sanitary District
18050 Box Factory Road
Tuolumne, CA 95379

BID

Bid Due Date: June 23, 2021

Description (Project Name -- Include Location): Tuolumne City Sanitary District Wastewater Treatment Plant Upgrade Project No. C-06-8247-210 located at: 18050 Box Factory Road, Tuolumne, CA 95379

BOND

Bond Number: N/A: Bid Bond Date: June 10, 2021

Penal sum NINETY THREE THOUSAND EIGHT HUNDRED DOLLARS
~~NINETY THOUSAND EIGHT HUNDRED DOLLARS~~ LIKE \$ 93,800

5% of Amount Bid in Dollars (Words) (Figures) 5% of Bid

SURETY and BIDDER, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

James C. Cushman, Inc. (Seal)
BIDDER'S Name and Corporate Seal

By: [Signature]
Signature

Lee R. Cushman

Print Name

Corporate Secretary

Title

Attest: [Signature]
Signature

SURETY

Travelers Casualty and Surety Company of America (Seal)
SURETY'S Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Judy Pearen

Print Name

Attorney-In-Fact

Title

Attest: [Signature]
Signature

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Title: General Manager

Title: _____

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. BIDDER and SURETY, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to OWNER upon default of BIDDER the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of BIDDER'S and SURETY'S liability. Recovery of such penal sum under the terms of this Bond shall be OWNER'S sole and exclusive remedy upon default of BIDDER.
2. Default of BIDDER shall occur upon the failure of BIDDER to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 OWNER accepts BIDDER'S Bid and BIDDER delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by OWNER, or
 - 3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by BIDDER and, if applicable, consented to by SURETY when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of BIDDER and within 30 calendar days after receipt by BIDDER and SURETY of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. SURETY waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and BIDDER, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without SURETY'S written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by BIDDER and SURETY and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

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8. Notices required hereunder shall be in writing and sent to BIDDER and SURETY at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. SURETY shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of SURETY to execute, seal, and deliver such Bond and bind the SURETY thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

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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 Santa Barbara)

On June 10, 2021 before me, Michelle L. Pearen, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Judy Pearen
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 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 [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: Bia Bond Document Date: June 10, 2021

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Judy Pearen

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Travelers Casualty and Surety Company of America

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetraault
 Marie C. Tetraault, Notary Public

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

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

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

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

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

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

Dated this 10th day of June, 2021.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

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

SECTION 00433

**SCHEDULE OF MANUFACTURERS AND SUPPLIERS
MAJOR EQUIPMENT AND MATERIAL ITEMS**

In accordance with Section 00 21 13 Instruction to Bidders, Article 28, Major Equipment Items, the bidder proposes that the named items of major equipment and materials will be supplied by the manufacturers or suppliers as written in by the bidder.

<u>Item</u>	<u>Manufacturer or Supplier</u>
1. <u>Floating Brush Aerators</u>	<u>ECS House</u>
2. <u>RAS Pumps</u>	<u>KSB</u>

James C. Cushman, Inc.
Name of Bidder

END OF SECTION

SECTION 00435

LIST OF SUBCONTRACTORS

NOTE: In accordance with Supplementary Condition SC-7.06.A- the CONTRACTOR shall not award work valued at more than fifty percent (50%) of the Contract Price to subcontractors without prior written approval of the OWNER.

Pursuant to California Public Contracting Code, Section 4100 et. Seq., the following list gives the work to be performed, name, and business address for each subcontractor that will be used in the work if the BIDDER is awarded the Contract.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Location of Business	DIR Registration Number	Contractor License
SHOOTING	10.6%	SOUTHWEST V-DITCH RIVERSIDE CA	1000004410	569779
PAINTING	0.9%	JEFFCO PAINTING VALLEJO, CA	1000001665	364702
ELECTRICAL	27.8%	TELSTAR INSTRUMENTS SACRAMENTO CA	1000000899	422364

(Add additional sheets if necessary.)

BIDDER: James C. Cushman, Inc.

DATE: 6/23/21

END OF SECTION

00435-1

SECTION 00450

CONTRACTOR'S QUALIFICATION STATEMENT AND REFERENCES

PART 1 GENERAL

1.01 QUALIFICATIONS

- A. The BIDDER must demonstrate a minimum of five (5) years' experience in projects similar in nature and scope to this Project. At least two Key Personnel employed by the BIDDER must have completed at least three (3) projects, similar in scope and nature to the Project being bid as an employee of the company bidding this Project (or as the employee of a similarly qualified company) within the last five (5) years. The BIDDER must demonstrate Successful Completion during the last five (5) years of at least one project comparable in nature and scope to this Project and one project with a dollar value of at least 60 percent of the value bid for this Project. The BIDDER must have an employee, to be dedicated to this Project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this Project.

1.02 DEFINITIONS

- A. Key Personnel: Defined as individual who will be directly assigned to this Project. Includes, but is not limited to, the OWNER, the Principals of the BIDDER, the PROJECT MANAGER, the PROJECT SUPERINTENDENT, the SCHEDULER, the BIDDER'S CONSTRUCTION ENGINEER, and Supervisory personnel such as the Foremen who will be directly assigned to this Project. Resumes of Key Personnel must be submitted and accepted by the OWNER in order for BIDDER to receive the Award. (Resumes are not due at bid time.)
- B. Successful Completion: Defined as completion of a project on time, which generally means no more than thirty (30) days later than the original contract time allocated. It also means within budget, which generally means within 5 percent of the original contract price. If there is any project submitted by the BIDDER as qualifying, but which does not meet these requirements, in order to be fully responsive the BIDDER is required to submit detailed information on that project demonstrating what caused the increases to cost or time. The name and telephone numbers of the DESIGN ENGINEER and the Client are to be provided for evaluation to determine whether the Project may be considered successful. For any project where liquidated damages were assessed, the BIDDER will not be considered to have been on time.

1.03 PROJECT EXPERIENCE AND REFERENCES

- A. List three projects of this type recently completed.

00450-1

Project Description	Owner's Name, Address and Phone Number	Design Engineer's Name, Address and Phone Number	Date Completed	Contract Amount
Bollman WTP Chemical Storage Improvement. New storage tanks (P.E, St., SS), stairs, platforms, mechanical, instruments, controls, and electrical.	Contra Costa Water District, 2411 Bisson Lane, Concord, CA 94520. Luis Llamas (925) 688-8174	Stantec 1340 Treat Blvd. #300 Walnut Creek, CA 94597 Linping Xu (925) 941-1900	11/2/20	\$ 2,673,996. CCOs awarded added 7% and 95 cal. days to orig. contract.
Las Virgenes WRF Process Air Improve. New aeration system including blowers, diffusers, baffle walls, submersible mixers, and electrical.	Las Virgenes Municipal Water District, 9243 Las Virgenes Rd., Calabasas, CA 91302 Eric Schlageter cell (805) 469-7330	Pace Water 17520 Newhope St, Suite 200, Fountain Valley, CA 92702 Quang Do (714) 511-8812 (cell)	10/11/19	\$ 3,601,954 CCOs awarded added 10% and 19 cal. days to orig. contract.
Foothill WTP #2 Improvements Pkg. 3. New chemical storage tank, new chain and flight sludge collection equipment.	Placer County Water Agency, 144 Ferguson Rd., Auburn, CA 95603. Aaron Sullivan, (530) 823-4850	HDR 2365 Iron Point Rd., Folsom, CA 95630 Rich Stanton (916) 817-4700	4/6/18	\$ 1,761,777.

END OF SECTION

00450-2

SECTION 00455

NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

State of California

County of SANTA BARBARA

LEE P CUSUMA

being first duly sworn, deposes and

says that he or she is CORPORATE SECRETARY of JAMES C CUSUMA 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
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.

By

LEE P CUSUMA

Subscribed and sworn to before me on JUNE 18TH 2021

(date)

SEE ATTACHED

(Notary Public)

END OF SECTION

00455-1

SECTION 00457

CONTRACTOR'S CERTIFICATION REGARDING
WORKERS' COMPENSATION INSURANCE


State of California

County of Santa Barbara

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.

James C. Cushman, Inc.
(Name of Contractor)

By: Lee Cushman


(Signature of Contractor)

Date: JUNE 23 2021

END OF SECTION

00457-1



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name JEFFCO PAINTING-POURING		Project Name TCSD WWTP UPGRADE	
Bid / Proposal No. C-D6-8247-210		Assistance Agreement ID No. (if known)	Point of Contact ED MORONES
Address P.O. Box 1888, VALLEJO, CA 94590			
Telephone No. 707-0562-1900		Email Address emorones@jeffcopty.com	
Prime Contractor Name James C. Cushman, Inc.		Issuing/Funding Entity CA State Water Resources Control Board	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
4	PAINTING	\$12,000.00
ADD D-DI	PAINTING	\$14,000.00
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: <u>DVBE</u>		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

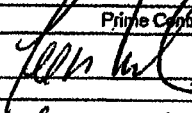
Revised 12/2016

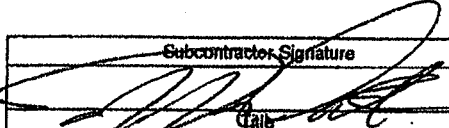
ATTACH 3 - 8

Tuolumne City Sanitary District
Wastewater Treatment Plant Upgrade

Disadvantaged Business Enterprise
Requirements

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Lee Cushman
Title	Date
Corporate Secretary	6-23-21

Subcontractor Signature	Print Name
	JEFF DORTCH
Title	Date
Vice President	6-23-21

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

ATTACH 3 - 9

Tuolumne City Sanitary District
Wastewater Treatment Plant Upgrade

Disadvantaged Business Enterprise
Requirements



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name James C. Cushman, Inc.		Project Name TCSO Wastewater Treat. Plant - Upgrade	
Bid / Proposal No. C-06-8247-210	Assistance Agreement ID No. (if known)	Point of Contact Lee Cushman	
Address P.O. Box 1416, Goleta, CA 93116			
Telephone No. (805) 964-3661		Email Address lee@cushmancontracting.com	
Issuing/Funding Entity California State Water Resources Control Board			

I have identified potential DBE certified subcontractors. ☒ YES ☐ NO
If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
JEFFCO PAINTING & COATING	PO Box 1888, VALLEJO, CA 94590 707-562-1900 EMERSONES@JEFFCOPTG.COM	\$26,000	ON BE?

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

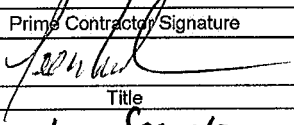
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-4 (DBE Subcontractor Utilization Form)

Revised 12/2016

ATTACH 3 - 10

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Lee Cushman
Title	Date
Corporate Secretary	JUNE 23, 2021

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

Revised 12/2016

ATTACH 3 - 11

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

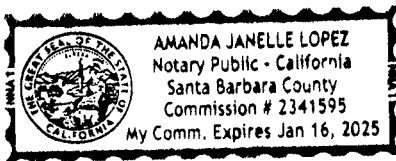
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara }

On June 18, 2021 before me, Amanda Janelle Lopez, Notary Public
Date Name and Title of the Officer

personally appeared Lee R. Cushman,
Name(s) of Signature(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 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: Amanda Janelle Lopez
Signature of Notary Public

Place Notary Seal Above