

**ADJOURNED REGULAR MEETING
DUNSMUIR CITY COUNCIL
COUNCIL CHAMBERS
5902 DUNSMUIR AVE, DUNSMUIR, CA
6641 CA-3, Hayfork, CA 96041
AUGUST 27, 2015
CLOSED SESSION: NONE
REGULAR SESSION: 5:30 PM**

As a courtesy, please turn off cell phones and electronic devices while the meeting is in session. Thank you.

1. CALL TO ORDER 5:30 PM
2. ROLL CALL
3. PUBLIC COMMENT ON CLOSED SESSION ITEM(S): NONE
4. CLOSED SESSION: NONE
5. REPORT FROM CLOSED SESSION: NONE
6. FLAG SALUTE
7. APPROVAL OF AGENDA
8. APPROVAL OF MINUTES: NONE

9. COMMITTEE REPORTS: NONE

10. ANNOUNCEMENTS AND PUBLIC COMMENT

Regular City Council meetings are televised on Channel 15 to keep the City residents informed of City Council actions and deliberations that affect the community (meetings are scheduled to be televised on the 1st and 3rd Thursday of each month. Meetings that take place on dates other than the 1st and 3rd Thursday will not be televised

This time is set aside for citizens to address the City Council on matters listed on the Consent Agenda as well as other items **not** included on the Regular Agenda. If your comments concern an item noted on the Regular Agenda, please address the Council when that item is open for public comment. **Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time.** Comments should be limited to matters within the jurisdiction of the City. Speaker forms are available from the City Clerk, 5915 Dunsmuir Ave, Dunsmuir, on the City's website, or on the podium. The City Council can only take action on matters that are on the Agenda, but may place matters brought to their attention at this meeting on a future Agenda for consideration. If you have documents to present to members of the City Council, please provide a minimum of seven (7) copies.

11. ANNOUNCEMENTS AND REPORTS FROM COUNCIL AND STAFF:

12. CONSENT AGENDA: NONE

The Consent Agenda consists of proposed actions on business matters which are considered routine and for which approval is based on previously approved City policy or practice. The Consent Agenda will be approved by a single motion to "Adopt the Consent Agenda" and Council Members will vote without debate. Council Members may remove a Consent Agenda matter for any reason and request that it be placed on the Agenda for discussion and consideration. Matters removed from the Consent Agenda will be placed on the agenda as an item of "New Business" for discussion and consideration.

13. PUBLIC HEARING : NONE

14. OLD BUSINESS: NONE

15. NEW BUSINESS

A. Award of contract for CDBG 2015 Water Main replacement project to R. A. Martin Construction Inc. in the amount of \$1,163,740

B. Study session on preliminary 2015-16 City of Dunsmuir Budget

16. ADJOURNMENT:

Copies of this agenda were posted at City Hall, Dunsmuir City Library, Dunsmuir Park and Recreation District Office and at the Post Office on or before 6:00 PM Sunday, August 23, 2015.

The City of Dunsmuir does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability or any other legally protected classes in employment or provision of services. Persons who need accommodations for a disability at a public meeting may call City Hall at (530) 235-4822 for assistance. Notification 48 hours prior to the meeting will enable the City reasonable arrangements to accomodate participation in the meeting.

CERTIFICATION

This is the official Dunsmuir City Council Agenda created and posted in accordance with the Dunsmuir City Council Protocols.

City Clerk

Date

STATE OF CALIFORNIA
Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program

NOTICE OF INTENT TO AWARD

CITY/ COUNTY: DUNSMUIR

(Name)

Grant/ Contract No.: 13-CDBG-8968 Water Main Replacement project

(Number) (Name)

TO ALL BIDDERS

This is to notify all bidders that it is the intent of the City/County of Dunsmuir to award a contract as follows:

NAME OF BIDDER: R. A. Martin Construction, Inc.

DATES BIDS WERE RECEIVED: 11 August 2015

AMOUNT OF BASE BID: \$ 967,890

ALTERNATE(S) ACCEPTED: 1 and 2 \$ 195,850

TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S): \$ 1,163,740

The City of Dunsmuir has determined that the above named bidder is responsible and has submitted the lowest responsive bid. The City may enter into a contract with this bidder.

Randy L. Johnson

(PRINT OR TYPE NAME)

Interim City Manager

(TITLE OF AUTHORIZED REPRESENTATIVE)



(SIGNATURE)

8-13-15

(DATE POSTED)

.....
**POST A COPY OF THIS FORM AT THE LOCATION ANNOUNCED AT BID
OPENING**



August 12, 2015

Job No. 204.51

SENT BY EMAIL ONLY

citymanager@ci.dunsmuir.ca.us

Randy Johnsen, City Manager
City of Dunsmuir
5915 Dunsmuir Avenue
Dunsmuir, CA 96025

Dear Randy,

Subject: RECOMMENDATION OF AWARD
2015 WATER MAIN REPLACEMENT PROJECT
CDBG Grant No. 13-CDBG-8968

The bid opening for the subject project was held on August 11, 2015. PACE has reviewed the bids received, and enclosed is the Bid Summary.

The low bidder on the project was RA Martin Construction, Inc., Palo Cedro, CA, with a total base bid amount of \$967,890. The bids for the two Additive Items: #1 (\$54,625) and #2 (\$141,225), included with the base bid, arrive at a total bid for all aspects of the project at \$1,163,740. The CDBG funding for construction is \$1,221,240. If the base project and both additive items are accepted, there will be \$57,500 for contingency needs that may occur during construction of the project. PACE has examined the low bidder's Proposal and find it to be correct and acceptable. Therefore, it is recommended the City of Dunsmuir award the Contract to RA Martin Construction, Inc., contingent on CDBG approval.

Once the Contract has been awarded, please sign and date the attached Notice of Award and scan and email to PACE. We will convey the Notice of Award to the Contractor, together with Agreement and Bond forms. Instructions will be included for the Contractor to sign and complete the necessary documents and return them to PACE Engineering for review. PACE will then forward them to the City of Dunsmuir for signature, which will constitute execution of the Contract.

Sincerely,


Keith P. Krantz
Project Manager

KK

Enclosures

c: Jim Cook, Community Development On Call, jimcook@snowcrest.net
M:\Jobs\0204\0204.51 CDBG Water Main Replacement\Contract Documents\Recommendation of Award - Ltr.docx

NOTICE OF AWARD

Date of Issuance:

Owner: City of Dunsmuir Owner's Contract No.:
Engineer: PACE Engineering, Inc. Engineer's Project No.: 204.51
Project: 2015 Water Main Replacement Contract Name: 2015 Water Main Replacement
Project Project

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ [] [note if subject to unit prices, or cost-plus]

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. [revise if multiple copies accompany the Notice of Award]

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
Authorized Signature

By: _____

Title: _____

Copy: Engineer

BID SUMMARY - DUNSMUIR 2015 WATER MAIN REPLACEMENT PROJECT

T & S

Whitehorn

RA Martin

Whitehorn

MDS

RFA

SNL

Amer Excessing

Bobby Martin

Timberworks

Item No.	Quantity	Unit Price	Lump Sum	Total Price	Unit Price	Lump Sum	Total Price	Unit Price	Lump Sum	Total Price	Unit Price	Lump Sum	Total Price	Unit Price	Lump Sum	Total Price
1	1	\$17,200.00		\$17,200.00	\$17,200.00		\$17,200.00	\$17,200.00		\$17,200.00	\$17,200.00		\$17,200.00			\$17,200.00
2	2	\$17,200.00		\$34,400.00	\$17,200.00		\$34,400.00	\$17,200.00		\$34,400.00	\$17,200.00		\$34,400.00			\$34,400.00
3	3	\$17,200.00		\$51,600.00	\$17,200.00		\$51,600.00	\$17,200.00		\$51,600.00	\$17,200.00		\$51,600.00			\$51,600.00
4	4	\$17,200.00		\$68,800.00	\$17,200.00		\$68,800.00	\$17,200.00		\$68,800.00	\$17,200.00		\$68,800.00			\$68,800.00
5	5	\$17,200.00		\$86,000.00	\$17,200.00		\$86,000.00	\$17,200.00		\$86,000.00	\$17,200.00		\$86,000.00			\$86,000.00
6	6	\$17,200.00		\$103,200.00	\$17,200.00		\$103,200.00	\$17,200.00		\$103,200.00	\$17,200.00		\$103,200.00			\$103,200.00
7	7	\$17,200.00		\$120,400.00	\$17,200.00		\$120,400.00	\$17,200.00		\$120,400.00	\$17,200.00		\$120,400.00			\$120,400.00
8	8	\$17,200.00		\$137,600.00	\$17,200.00		\$137,600.00	\$17,200.00		\$137,600.00	\$17,200.00		\$137,600.00			\$137,600.00
9	9	\$17,200.00		\$154,800.00	\$17,200.00		\$154,800.00	\$17,200.00		\$154,800.00	\$17,200.00		\$154,800.00			\$154,800.00
10	10	\$17,200.00		\$172,000.00	\$17,200.00		\$172,000.00	\$17,200.00		\$172,000.00	\$17,200.00		\$172,000.00			\$172,000.00
11	11	\$17,200.00		\$189,200.00	\$17,200.00		\$189,200.00	\$17,200.00		\$189,200.00	\$17,200.00		\$189,200.00			\$189,200.00
12	12	\$17,200.00		\$206,400.00	\$17,200.00		\$206,400.00	\$17,200.00		\$206,400.00	\$17,200.00		\$206,400.00			\$206,400.00
13	13	\$17,200.00		\$223,600.00	\$17,200.00		\$223,600.00	\$17,200.00		\$223,600.00	\$17,200.00		\$223,600.00			\$223,600.00
14	14	\$17,200.00		\$240,800.00	\$17,200.00		\$240,800.00	\$17,200.00		\$240,800.00	\$17,200.00		\$240,800.00			\$240,800.00
15	15	\$17,200.00		\$258,000.00	\$17,200.00		\$258,000.00	\$17,200.00		\$258,000.00	\$17,200.00		\$258,000.00			\$258,000.00
16	16	\$17,200.00		\$275,200.00	\$17,200.00		\$275,200.00	\$17,200.00		\$275,200.00	\$17,200.00		\$275,200.00			\$275,200.00
17	17	\$17,200.00		\$292,400.00	\$17,200.00		\$292,400.00	\$17,200.00		\$292,400.00	\$17,200.00		\$292,400.00			\$292,400.00
18	18	\$17,200.00		\$309,600.00	\$17,200.00		\$309,600.00	\$17,200.00		\$309,600.00	\$17,200.00		\$309,600.00			\$309,600.00
19	19	\$17,200.00		\$326,800.00	\$17,200.00		\$326,800.00	\$17,200.00		\$326,800.00	\$17,200.00		\$326,800.00			\$326,800.00
20	20	\$17,200.00		\$344,000.00	\$17,200.00		\$344,000.00	\$17,200.00		\$344,000.00	\$17,200.00		\$344,000.00			\$344,000.00
21	21	\$17,200.00		\$361,200.00	\$17,200.00		\$361,200.00	\$17,200.00		\$361,200.00	\$17,200.00		\$361,200.00			\$361,200.00
22	22	\$17,200.00		\$378,400.00	\$17,200.00		\$378,400.00	\$17,200.00		\$378,400.00	\$17,200.00		\$378,400.00			\$378,400.00
23	23	\$17,200.00		\$395,600.00	\$17,200.00		\$395,600.00	\$17,200.00		\$395,600.00	\$17,200.00		\$395,600.00			\$395,600.00
24	24	\$17,200.00		\$412,800.00	\$17,200.00		\$412,800.00	\$17,200.00		\$412,800.00	\$17,200.00		\$412,800.00			\$412,800.00
25	25	\$17,200.00		\$430,000.00	\$17,200.00		\$430,000.00	\$17,200.00		\$430,000.00	\$17,200.00		\$430,000.00			\$430,000.00
26	26	\$17,200.00		\$447,200.00	\$17,200.00		\$447,200.00	\$17,200.00		\$447,200.00	\$17,200.00		\$447,200.00			\$447,200.00
27	27	\$17,200.00		\$464,400.00	\$17,200.00		\$464,400.00	\$17,200.00		\$464,400.00	\$17,200.00		\$464,400.00			\$464,400.00
28	28	\$17,200.00		\$481,600.00	\$17,200.00		\$481,600.00	\$17,200.00		\$481,600.00	\$17,200.00		\$481,600.00			\$481,600.00
29	29	\$17,200.00		\$498,800.00	\$17,200.00		\$498,800.00	\$17,200.00		\$498,800.00	\$17,200.00		\$498,800.00			\$498,800.00
30	30	\$17,200.00		\$516,000.00	\$17,200.00		\$516,000.00	\$17,200.00		\$516,000.00	\$17,200.00		\$516,000.00			\$516,000.00
31	31	\$17,200.00		\$533,200.00	\$17,200.00		\$533,200.00	\$17,200.00		\$533,200.00	\$17,200.00		\$533,200.00			\$533,200.00
32	32	\$17,200.00		\$550,400.00	\$17,200.00		\$550,400.00	\$17,200.00		\$550,400.00	\$17,200.00		\$550,400.00			\$550,400.00
33	33	\$17,200.00		\$567,600.00	\$17,200.00		\$567,600.00	\$17,200.00		\$567,600.00	\$17,200.00		\$567,600.00			\$567,600.00
34	34	\$17,200.00		\$584,800.00	\$17,200.00		\$584,800.00	\$17,200.00		\$584,800.00	\$17,200.00		\$584,800.00			\$584,800.00
35	35	\$17,200.00		\$602,000.00	\$17,200.00		\$602,000.00	\$17,200.00		\$602,000.00	\$17,200.00		\$602,000.00			\$602,000.00
36	36	\$17,200.00		\$619,200.00	\$17,200.00		\$619,200.00	\$17,200.00		\$619,200.00	\$17,200.00		\$619,200.00			\$619,200.00
37	37	\$17,200.00		\$636,400.00	\$17,200.00		\$636,400.00	\$17,200.00		\$636,400.00	\$17,200.00		\$636,400.00			\$636,400.00
38	38	\$17,200.00		\$653,600.00	\$17,200.00		\$653,600.00	\$17,200.00		\$653,600.00	\$17,200.00		\$653,600.00			\$653,600.00
39	39	\$17,200.00		\$670,800.00	\$17,200.00		\$670,800.00	\$17,200.00		\$670,800.00	\$17,200.00		\$670,800.00			\$670,800.00
40	40	\$17,200.00		\$688,000.00	\$17,200.00		\$688,000.00	\$17,200.00		\$688,000.00	\$17,200.00		\$688,000.00			\$688,000.00
41	41	\$17,200.00		\$705,200.00	\$17,200.00		\$705,200.00	\$17,200.00		\$705,200.00	\$17,200.00		\$705,200.00			\$705,200.00
42	42	\$17,200.00		\$722,400.00	\$17,200.00		\$722,400.00	\$17,200.00		\$722,400.00	\$17,200.00		\$722,400.00			\$722,400.00
43	43	\$17,200.00		\$739,600.00	\$17,200.00		\$739,600.00	\$17,200.00		\$739,600.00	\$17,200.00		\$739,600.00			\$739,600.00
44	44	\$17,200.00		\$756,800.00	\$17,200.00		\$756,800.00	\$17,200.00		\$756,800.00	\$17,200.00		\$756,800.00			\$756,800.00
45	45	\$17,200.00		\$774,000.00	\$17,200.00		\$774,000.00	\$17,200.00		\$774,000.00	\$17,200.00		\$774,000.00			\$774,000.00
46	46	\$17,200.00		\$791,200.00	\$17,200.00		\$791,200.00	\$17,200.00		\$791,200.00	\$17,200.00		\$791,200.00			\$791,200.00
47	47	\$17,200.00		\$808,400.00	\$17,200.00		\$808,400.00	\$17,200.00		\$808,400.00	\$17,200.00		\$808,400.00			\$808,400.00
48	48	\$17,200.00		\$825,600.00	\$17,200.00		\$825,600.00	\$17,200.00		\$825,600.00	\$17,200.00		\$825,600.00			\$825,600.00
49	49	\$17,200.00		\$842,800.00	\$17,200.00		\$842,800.00	\$17,200.00		\$842,800.00	\$17,200.00		\$842,800.00			\$842,800.00
50	50	\$17,200.00		\$860,000.00	\$17,200.00		\$860,000.00	\$17,200.00		\$860,000.00	\$17,200.00		\$860,000.00			\$860,000.00
51	51	\$17,200.00		\$877,200.00	\$17,200.00		\$877,200.00	\$17,200.00		\$877,200.00	\$17,200.00		\$877,200.00			\$877,200.00
52	52	\$17,200.00		\$894,400.00	\$17,200.00		\$894,400.00	\$17,200.00		\$894,400.00	\$17,200.00		\$894,400.00			\$894,400.00
53	53	\$17,200.00		\$911,600.00	\$17,200.00		\$911,600.00	\$17,200.00		\$911,600.00	\$17,200.00		\$911,600.00			\$911,600.00
54	54	\$17,200.00		\$928,800.00	\$17,200.00		\$928,800.00	\$17,200.00		\$928,800.00	\$17,200.00		\$928,800.00			\$928,800.00
55	55	\$17,200.00		\$946,000.00	\$17,200.00		\$946,000.00	\$17,200.00		\$946,000.00	\$17,200.00		\$946,000.00			\$946,000.00
56	56	\$17,200.00		\$963,200.00	\$17,200.00		\$963,200.00	\$17,200.00		\$963,200.00	\$17,200.00		\$963,200.00			\$963,200.00
57	57	\$17,200.00		\$980,400.00	\$17,200.00		\$980,400.00	\$17,200.00		\$980,400.00	\$17,200.00		\$980,400.00			\$980,400.00
58	58	\$17,200.00		\$997,600.00	\$17,200.00		\$997,600.00	\$17,200.00		\$997,600.00	\$17,200.00		\$997,600.00			\$997,600.00
59	59	\$17,200.00		\$1,014,800.00	\$17,200.00		\$1,014,800.00	\$17,200.00		\$1,014,800.00	\$17,200.00		\$1,014,800.00			\$1,014,800.00
60	60	\$17,200.00		\$1,032,000.00	\$17,200.00		\$1,032,000.00	\$17,200.00		\$1,032,000.00	\$17,200.00		\$1,032,000.00			\$1,032,000.00
61	61	\$17,200.00		\$1,049,200.00	\$17,200.00		\$1,049,200.00	\$17,200.00		\$1,049,200.00	\$17,200.00		\$1,049,200.00			\$1,049,200.0

City Manager

From: Jim Cook <jimcook@snowcrest.net>
Sent: Thursday, August 13, 2015 8:42 AM
To: City Manager
Cc: 'Keith Krantz'
Subject: RE: Award of contract for water main replacements

Yes, please put it on for the 20th. It will need to be contingent on meeting cdbg regulations and bonding
Thanks
jc

From: City Manager [mailto:citymanager@ci.dunsmuir.ca.us]
Sent: Wednesday, August 12, 2015 10:06 PM
To: Jim Cook
Cc: 'Keith Krantz'
Subject: Award of contract for water main replacements

Not sure I am understanding. Can I put award on Aug 20 agenda or not? I am hearing that HCD is requiring other work be done before award can be done. What???

Randy

BID FORM
CITY OF DUNSMUIR
2015 WATER MAIN REPLACEMENT PROJECT

TABLE OF ARTICLES

- Article 1 - Bid Recipient
- Article 2 - Bidder's Acknowledgments
- Article 3 - Bidder's Representations
- Article 4 - Bidder's Certification
- Article 5 - Basis of Bid
- Article 6 - Time of Completion
- Article 7 - Attachments to Bid
- Article 8 - Defined Terms
- Article 9 - Bid Submittal

ARTICLE 1- BID RECIPIENT

1.01 This Bid is submitted to: City of Dunsmuir, 5915 Dunsmuir Ave., Dunsmuir, CA 96025

1.02 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

2.01 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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3- BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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 which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>7-27-15</u>
<u>2</u>	<u>8-6-15</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-5.03, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-5.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; 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 the 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times 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 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 of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4- BIDDER'S CERTIFICATION

4.01 Bidder further represents 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 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 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

2015 WATER MAIN REPLACEMENT PROJECT						
Item No.	Item Description	Quantity	Unit	Unit Price	Lump Sum	Total Price
1	12-inch Water Main with Class A5 Backfill, complete	670	LF			
2	12-inch Water Main with Class A1 Backfill, complete	240	LF			
3	10-inch HDPE Water Main by Directional Drilling, complete	30	LF			
4	10-inch HDPE Water Main - Insert in existing casing at railroad crossing, complete	60	LF			
5	8-inch HDPE Water Main by Directional Drilling, complete	30	LF			
6	8-inch Water Main with Class A5 Backfill, complete	130	LF			
7	8-inch Water Main with Class A1 Backfill, complete	1,825	LF			
8	8-inch Water Main with Class A4 Backfill, complete	80	LF			
9	6-inch Water Main with Class A5 Backfill, complete	1,205	LF			
10	6-inch Water Main with Class A1 Backfill, complete	75	LF			
11	6-inch Water Main with Class A4 Backfill, complete	525	LF			
12	2-inch Water Main with Class A5 Backfill, complete	90	LF			
13	2-inch Water Main with Class A1 Backfill, complete	130	LF			
14	2-inch Water Main with Class A4 Backfill, complete	260	LF			
15	Cost Adder for using DR 14 PVC pipe	750	LF			
16	12" Gate Valve, complete	3	EA			
17	8" Gate Valve, complete	7	EA			
18	6" Gate Valve, complete	14	EA			
19	Fire Hydrant, complete	10	EA			
20	Bollards, complete	8	EA			
21	6" Check Valve, complete	1	EA			
22	Air/Vacuum Valve, complete	2	EA			
23	1-inch Water Service with Class A5 Backfill, complete	405	EA			
24	1-inch Water Service with Class A1 Backfill, complete	80	EA			
25	1-inch Water Service with Class A4 Backfill, complete	260	EA			
26	1-inch Water Service with Class C Backfill, complete	110	EA			
27	Water Service reconnection, complete	4	EA			
28	Water Meter & Box, complete	34	EA			
29	Trench Sheeting, Shoring, and Bracing, complete	1	LS			
Lump Sum Work Items						
LS 1	Bush St. Water System Installation, complete - Sheet 7	1	LS			
LS 2	Gillis Ave. to Hilltop Dr. Water System Installation, complete - Sheet 5	1	LS			
TOTAL BASE BID AMOUNT (AWARD DETERMINATION)						

ADDITIVE ALTERNATIVE - 1 Oak Street						
Item No.	Item Description	Quantity	Units	Unit Price	Lump Sum	Total Price
A1	An additive amount to construct the new 8-inch water main and reconnect water services on Oak St: (See Sheet 7)					
1.1	8-inch Water Main with Class A5, complete	10	LF	250 ⁰⁰		2500 ⁰⁰
1.2	8-inch Water Main with Class A1, complete	185	LF	165 ⁰⁰		30,525 ⁰⁰
1.3	1-inch Water Service w/A1 Backfill, complete	4	LF	2,000 ⁰⁰		8,000 ⁰⁰
1.4	1-inch Water Service Box, complete	2	EA	800 ⁰⁰		1,600 ⁰⁰
1.5	8" Gate Valve, complete	3	EA	4,000 ⁰⁰		12,000 ⁰⁰
TOTAL AMOUNT OF ADDITIVE ALTERNATIVE ITEM A1						54,625⁰⁰
ADDITIVE ALTERNATIVE - 2 Butterfly Avenue						
Item No.	Item Description	Quantity	Units	Unit Price	Lump Sum	Total Price
A2	An additive amount to construct the new 8-inch water main and reconnect water services on Butterfly Ave: (See Sheet 7A)					
2.1	8-inch Water Main with Class A1, complete	520	LF	125 ⁰⁰		65,000 ⁰⁰
2.2	4-inch Water Main with Class A5, complete	10	LF	250 ⁰⁰		2,500 ⁰⁰
2.3	1-inch Water Service w/A1 Backfill, complete	55	LF	90 ⁰⁰		4,950 ⁰⁰
2.4	1-inch Water Service w/A5 Backfill, complete	355	LF	105 ⁰⁰		37,275 ⁰⁰
2.5	1-inch Water Service Box, complete	19	EA	1,000 ⁰⁰		19,000 ⁰⁰
2.6	8" Gate Valve, complete	2	EA	2,000 ⁰⁰		4,000 ⁰⁰
2.7	4" Gate Valve, complete	1	EA	1,500 ⁰⁰		1,500 ⁰⁰
2.8	Fire Hydrant, complete	1	EA	7,000 ⁰⁰		7,000 ⁰⁰
TOTAL AMOUNT OF ADDITIVE ALTERNATIVE ITEM A2						136,225⁰⁰

Award will be made to the lowest responsive, responsible Bidder submitting an acceptable proposal based on the lowest Total Base Bid Amount, excluding the additive alternatives. The Owner reserves the right to add any or all of the additive items after contract award and adjust the contract amount accordingly.

Unit prices have been computed in accordance with Paragraph 13.03B of the General Conditions.

Bidder acknowledges that the 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.

ARTICLE 6- TIME OF COMPLETION

6.01 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.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damage.

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

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

2015 WATER MAIN REPLACEMENT PROJECT						
Item No.	Item Description	Quantity	Unit	Unit Price	Lump Sum	Total Price
1	12-inch Water Main with Class A5 Backfill, complete	670	LF	131 ⁰⁰		87,770 ⁰⁰
2	12-inch Water Main with Class A1 Backfill, complete	240	LF	122 ⁰⁰		29,280 ⁰⁰
3	10-inch HDPE Water Main by Directional Drilling, complete	30	LF	200 ⁰⁰		6,000 ⁰⁰
4	10-inch HDPE Water Main - Insert in existing casing at railroad crossing, complete	60	LF	135 ⁰⁰		8,100 ⁰⁰
5	8-inch HDPE Water Main by Directional Drilling, complete	30	LF	200 ⁰⁰		6,000 ⁰⁰
6	8-inch Water Main with Class A5 Backfill, complete	130	LF	118 ⁰⁰		15,340 ⁰⁰
7	8-inch Water Main with Class A1 Backfill, complete	1,825	LF	97 ⁰⁰		177,025 ⁰⁰
8	8-inch Water Main with Class A4 Backfill, complete	80	LF	90 ⁰⁰		7,200 ⁰⁰
9	6-inch Water Main with Class A5 Backfill, complete	1,205	LF	110 ⁰⁰		132,550 ⁰⁰
10	6-inch Water Main with Class A1 Backfill, complete	75	LF	92 ⁰⁰		6,900 ⁰⁰
11	6-inch Water Main with Class A4 Backfill, complete	525	LF	88 ⁰⁰		46,200 ⁰⁰
12	2-inch Water Main with Class A5 Backfill, complete	90	LF	80 ⁰⁰		7,200 ⁰⁰
13	2-inch Water Main with Class A1 Backfill, complete	130	LF	79 ⁰⁰		10,270 ⁰⁰
14	2-inch Water Main with Class A4 Backfill, complete	260	LF	75 ⁰⁰		19,500 ⁰⁰
15	Cost Adder for using DR 14 PVC pipe	750	LF	7 ⁰⁰		5,250 ⁰⁰
16	12" Gate Valve, complete	1	EA	3,000 ⁰⁰		3,000 ⁰⁰
17	8" Gate Valve, complete	1	EA	2,200 ⁰⁰		2,200 ⁰⁰
18	6" Gate Valve, complete	14	EA	1,414 ⁰⁰		19,796 ⁰⁰
19	Fire Hydrant, complete	10	EA	5,989 ⁰⁰		59,890 ⁰⁰
20	Bollards, complete	8	EA	500 ⁰⁰		4,000 ⁰⁰
21	6" Check Valve, complete	1	EA	6,200 ⁰⁰		6,200 ⁰⁰
22	Air/Vacuum Valve, complete	2	EA	3,500 ⁰⁰		7,000 ⁰⁰
23	1-inch Water Service with Class A5 Backfill, complete	405	LF	85 ⁰⁰		34,425 ⁰⁰
24	1-inch Water Service with Class A1 Backfill, complete	80	LF	70 ⁰⁰		5,600 ⁰⁰
25	1-inch Water Service with Class A4 Backfill, complete	260	LF	65 ⁰⁰		16,900 ⁰⁰
26	1-inch Water Service with Class C Backfill, complete	110	LF	45 ⁰⁰		4,950 ⁰⁰
27	Water Service reconnection, complete	4	EA	900 ⁰⁰		3,600 ⁰⁰
28	Water Meter & Box, complete	34	EA	900 ⁰⁰		30,600 ⁰⁰
29	Trench Sheet piling, Shoring, and Bracing, complete	1	LS	3,000	3,000 ⁰⁰	3,000 ⁰⁰
Lump Sum Work Items						
LS 2	Bush St. Water System Installation, complete - Sheet 7	1	LS		70,000 ⁰⁰	70,000 ⁰⁰
LS 1	Gillis Ave. to Hilltop Dr. Water System Installation, complete - Sheet 5	1	LS		110,000 ⁰⁰	110,000 ⁰⁰
TOTAL BASE BID AMOUNT (AWARD DETERMINATION)						967,890⁰⁰

ARTICLE 7- ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check;
- B. Non-Collusion Affidavit;
- C. Workers Compensation Certification;
- D. List of Subcontractors
- E. Information Required of Bidder

ARTICLE 8- DEFINED TERMS

8.01 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.

ARTICLE 9- BID SUBMITTAL

9.01 This Bid is submitted by: R. A. MARTIN CONSTRUCTORS INC

Bidder's Business address: 22717 Silver Lake Lane
Palo Verde Co 96073

Phone: 530-547-1717 Facsimile: 530-547-2100

Submitted on Aug 11, 2015.

State Contractor License No. 762842 - A -

Employer's Tax ID No. 68-0428207

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: RA MARTIN CONSTRUCTORS INC (SEAL)

State of Incorporation: CALIF

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

By: [Signature] pres.
(Signature - attach evidence of authority to sign)

Name (typed or printed): RAY A MARTIN

Title: president

Attest: [Signature]
(Signature of Corporate Secretary)

Date of Qualification to do business in California is 3 18 99

A Joint Venture

Name of Joint Venturer: _____

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 venturer 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.)