

EXHIBIT 3-A

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
MONTEREY COUNTY, CALIFORNIA**

**BID TO PROVIDE SLEEPY HOLLOW STEELHEAD REARING FACILITY RAW
WATER INTAKE AND WATER SUPPLY SYSTEM UPGRADE**

Monterey Peninsula Water Management District
5 Harris Court Bldg. G, Monterey CA 93940
or
P.O. Box 85, Monterey, CA 93942-0085

Ladies and Gentlemen:

Pursuant to the foregoing Notice Inviting Sealed Bids, the undersigned hereby proposes and binds himself by the District, under this Bid, to execute in accordance with such award, a contract of which this Bid and the Specifications shall be a part, to furnish any and all labor, materials, equipment, and services necessary for satisfactory performance and completing the work set forth in said Specifications within the time hereinafter set forth and at the prices named in this bid as follows*:

EXHIBIT 3-A



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mercer Fraser Company
200 Dinsmore Drive
Fortuna, CA 95540
Mailing: P.O. Box 1006, Eureka, CA 95502

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Mailing Address for Notices

Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

OWNER:

(Name, legal status and address)

Monterey Peninsula Water Management District
P.O. Box 85
Monterey, CA 93942-0085

BOND AMOUNT: 10% of Bid Amount Ten Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Sleepy Hollow Steelhead Rearing Facility Raw Water Intake and Water Supply System Upgrade Project
45 San Clemente Drive, Carmel Valley, California 93924

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of June, 2018



(Witness)

Mercer Fraser Company


(Principal)  *(Seal)*

(Title) Justin Zabel, President



(Witness)

Liberty Mutual Insurance Company

(Surety)


(Title) Jon Richard Sullivan, Attorney-in-Fact



EXHIBIT 3-A

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 Marin)

On June 26, 2018 before me, Karen Rhodes, Notary Public
(insert name and title of the officer)

personally appeared Jon Richard Sullivan,
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 *Karen Rhodes* (Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT APPEARS ON A RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8061424

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Donna J. Frowd; Susan J. McGowan; Michael Brophy McGowan; Karen Rhodes; Jon Richard Sullivan; Debbie L. Welsh

all of the city of Novato, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations; in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of April, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of June, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT 3-AItem 6 – Revised Bid Form**BID FORM – Revised May 30, 2018**

Item	Description	Quantity	Unit	Unit Cost	Total Cost
	Mobilization and General Conditions				
1	Mobilization/Demobilization	1	LS	150,000.00	150,000.00
2	Demolition	1	LS	52,000.00	52,000.00
3	Erosion Control, Dewatering & Exclusionary Fencing	1	LS	125,000.00	125,000.00
	River Intake				
4	Concrete Base with Imbedded Pipe ¹	1	LS	12,000.00	12,000.00
	Intake Screen Assembly with Control System in Equipment Building.	1	LS	24,000.00	24,000.00
	Spray Bar and Connection with Site Piping	1	LS	12,520.00	12,520.00
5	Import and Place Crushed Rock ²	35	TON	149.00	5,215.00
6	Import and Place Riprap ²	540	TON	90.00	48,600.00
	River Intake Pump Station				
7	Pumps - 30Hp	2	EA	15,000.00	30,000.00
8	Wet Well, Valve Vault, and Flow Meter Vault ³	1	LS	13,000.00	13,000.00
9	Flow Meter	1	LS	4,500.00	4,500.00
	River Water Process Piping and Connection with Site Piping	1	LS	82,000.00	82,000.00
	Cooling Tower Degas and Gas Conditioning				
14	Cooling Tower Structural Modifications including Concrete for Degas and Gas Conditioning Equipment ⁴	1	LS	65,000.00	65,000.00
	Cooling Tower Process Piping	1	LS	12,000.00	12,000.00
	Degas and Gas Conditioning Equipment	1	LS	15,000.00	15,000.00
	Degas and Gas Conditioning Process Piping	1	LS	18,000.00	18,000.00
	Re-use Treatment & Pumping				
18	Diversion Box Structural, Gate, Screen and Process Piping including Connection to Site Piping	1	LS	50,000.00	50,000.00
19	Equipment Building including all related Architectural and Structural ⁵	1	LS	180,000.00	180,000.00

EXHIBIT 3-A



Item	Description	Quantity	Unit	Unit Cost	Total Cost
20	Equipment Building Mechanical, Tanks and Process Piping including Connection to Site Piping	1	LS	30,000.00	30,000.00
	Drum Filter (1350 gpm, 40 micron) including Vendor Control System	2	EA	12,000.00	24,000.00
21	Pumps - 20 hp	2	EA	17,000.00	34,000.00
22	UV System Including Vendor Control System	1	LS	27,000.00	27,000.00
23	Reuse System Flow Meter	1	LS	3,500.00	3,500.00
	Sediment Basin				
24	Sediment Basin Structural including Cover	1	LS	112,000.00	112,000.00
25	Sediment Basin Gates and Connection to Site Piping	1	LS	5,000.00	5,000.00
	Site Civil and Piping				
26	Site Process Piping - Intake Screen to Wet Well	1	LS	6,000.00	6,000.00
27	Site Process Piping – Pressure	1	LS	9,500.00	9,500.00
28	Site Process Piping – Gravity Supply Pipe	1	LS	7,500.00	7,500.00
29	Site Process Piping – Gravity Drain Pipe	1	LS	6,000.00	6,000.00
30	Excavation, Earthwork, Trenching and Backfill	1	LS	80,000.00	80,000.00
31	Site Restoration including Landscape and Gravel Surfaces ⁶	1	LS	35,000.00	35,000.00
	Electrical and Controls				
32	Site Electrical	1	LS	500,000.00	500,000.00
	Electrical and Controls				
	Transport and Dispose Excess Material				
33	Transport and Dispose Excess Material ⁷	1	LS	9,500.00	9,500.00
34	Archeological Monitoring	1	LS	15,000.00	15,000.00
	Total				1,802,835.00

Footnotes - quantities are approximate

1. Item includes excavation of river bottom and streambank = about 400 CY.
2. Estimate only. This item to be paid based on actual tonnage placed and includes excavation and bank restoration.
3. Depth of wet well may vary slightly according to field conditions. See geotechnical investigation. Item includes mechanical appurtenances.

EXHIBIT 3-A

The undersigned has examined the location of the proposed work and/or is familiar with the Specifications and the local conditions in the place where the work is to be done.

The undersigned has checked carefully all the above figures and understands that the District shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the District reserves the right to reject any or all bids, and to waive any irregularities or informalities in bids received. Award shall be made which, in the judgement of the District, is to the best interest of the District. It is agreed that this bid may not be withdrawn within a period of 180 days after the date set for the opening thereof.

In accordance with the Construction Specifications, the undersigned further agrees to so plan the work and prosecute it with such diligence that said work shall be commenced within 10 days after issuance of the notice to proceed, and the work shall be completed within ___ days from issuance of the notice to proceed.

The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and all subcontractors under him, to all laborers, workmen, and mechanics employed in the execution of such contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as established by the State Director of the Department of Industrial Relations.

The undersigned or his or her subcontractors currently possess and agree to maintain valid **Contractor's Licenses** issued by the State of California necessary to prosecute the work.

Bidder: Mercer-Fraser Company Tax I.D.Number: 94-1111519

Business Address: PO Box 1006 Eureka, CA 95502

List all Contractor's License No.: 105709

Telephone:(707) 443-6371

e-mail: jzabel@mercfraser.com

By:  Dated: 6/29/18

Title: Justin Zabel, President

This form to be submitted with the bid.

EXHIBIT 3-A

BIDDER'S EXPERIENCE QUALIFICATIONS

The Bidder has been engaged in the contracting business, under the present business name for years. Experience in work of a nature similar to that covered in the bid extends over a period of 151 years. **The Bidder must demonstrate successful completion of at least one project involving heavy construction work in a live stream containing steelhead or other salmonid species.**

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

Year	Type of Work	Contract Amount	Location and for Whom Performed
*PLEASE SEE ATTACHED			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder Mercer-Fraser Company
Signed 
Title Justin Zabel, President
Date 6/29/18

This form to be submitted with the bid.

EXHIBIT 3-A
CONTRACTOR'S EXPERIENCE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
SLEEPY HOLLOW STEELHEAD REARING FACILITY

Mercer-Fraser Company

Past Experience:

- A. Project Name: Fortuna WWTP Flood Protection
- B. Location: Fortuna, CA
- C. Owner: City of Fortuna
- D. Owner Contact: Merrit Perry
- E. Architect or Engineer: GHD
- F. Architect or Engineer Contact: Rebecca Crow
- G. Construction Manager: Mark Benzinger, Project Manager (707) 443-6371
- H. Description of Project, Scope of Work Performed: Minor concrete demolition, pipe removal and disposal, construction of berms and access ramps, rock slope protection, storm drainage, finished effluent pipeline, pump station, concrete walkways and steps, electrical work, SCADA integration, start-up and testing, finish grading and hydroseeding
- I. Initial Contract Value: \$635,500.00
- J. Final Cost of Construction: \$683,987.00
- K. Original Scheduled Completion Date: 12/11/15
- L. Time Extension Granted (number of days): 140
- M. Actual Date of Completion: 2/20/16
- N. Number and Amount of Stop Notices or Mechanic's Liens Filed: 0
- O. Amount of Liquidated Damages Assessed Against Contractor: 0
- P. Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Contractor and the Owner:
N/A

EXHIBIT 3-A

CONTRACTOR'S EXPERIENCE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
SLEEPY HOLLOW STEELHEAD REARING FACILITY

Mercer-Fraser Company

Past Experience:

- A. Project Name: Rohner Creek Flood Control, Seismic & Habitat Improvements
- B. Location: Fortuna, CA
- C. Owner: City of Fortuna
- D. Owner Contact: Merrit Perry
- E. Architect or Engineer: GHD
- F. Architect or Engineer Contact: Jeremy Svehla
- G. Construction Manager: Mark Benzinger, Project Manager (707) 443-6371
- H. Description of Project, Scope of Work Performed: Demolition, debris removal, stream corridor excavation, boulder weirs, habitat structures, alcove log structures, water management, Dust Control, and Environmental protection, stream embankment RSP, soil nail retaining walls, log deflectors, finish grading and hydroseeding
- I. Initial Contract Value: \$4,392,150.00
- J. Final Cost of Construction: \$4,447,475.75
- K. Original Scheduled Completion Date: 10/11/17
- L. Time Extension Granted (number of days): 149
- M. Actual Date of Completion: 03/09/18
- N. Number and Amount of Stop Notices or Mechanic's Liens Filed: 0
- O. Amount of Liquidated Damages Assessed Against Contractor: 0
- P. Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Contractor and the Owner:
N/A

EXHIBIT 3-A
CONTRACTOR'S EXPERIENCE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
SLEEPY HOLLOW STEELHEAD REARING FACILITY

Mercer-Fraser Company

Past Experience:

- A. Project Name: Redcrest Underdrains
- B. Location: Humboldt County, HWY 101, near Redcrest, CA
- C. Owner: State of California-Department of Transportation
- D. Owner Contact: Joaquin Rodriguez
- E. Architect or Engineer: State of California-Department of Transportation
- F. Architect or Engineer Contact:
- G. Construction Manager: Mark Benzinger, Project Manager (707)443-6371
- H. Description of Project, Scope of Work Performed: Rock Slope Protection and Underdrains
- I. Initial Contract Value: \$1,124,406.00
- J. Final Cost of Construction: \$1,109,942.52
- K. Original Scheduled Completion Date: 11/2/15
- L. Time Extension Granted (number of days): 0
- M. Actual Date of Completion: 11/2/15
- N. Number and Amount of Stop Notices or Mechanic's Liens Filed: 0
- O. Amount of Liquidated Damages Assessed Against Contractor: 0
- P. Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Contractor and the Owner:
N/A

EXHIBIT 3-A
Mercer-Fraser Company
PO Box 1006
Eureka, CA 95502

Pre-Qualifications / References

- A. Project Name: Trinity Center Water Treatment Upgrade
- B. Location: Trinity Center, CA
- C. Owner: Trinity Center Mutual Water Company
- D. Owner Contact: Joe Riess (530) 243-2113
(Name and Phone Number)
- E. Architect or Engineer: Water Works Engineers
- F. Architect or Engineer Contact: Joe Riess (530) 243-2113
(Name and Phone Number)
- G. Construction Manager on behalf of Owner: Joe Riess (530) 243-2113
(Name and Phone Number)
- H. Description of Project, Scope of Work Performed: Construction of Water Treatment Plant,
Steel Tank Reservoirs & Installation of Water Meters at
all residences
- I. Initial Contract Value: \$2,765,500.00
(at time of bid award)
- J. Final Cost of Construction: \$2,802,227.00
(including change orders)
- K. Original Scheduled Completion Date: 365 working days
- L. Time Extensions Granted: N/A
(Numbers of Days)
- M. Actual Date of Completion: 3/1/14
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

EXHIBIT 3-A

Mercer-Fraser Company

PO Box 1006
Eureka, CA 95502

Pre-Qualifications / References

- A. Project Name: Water Treatment Plant Improvements Project
- B. Location: Redway, CA 95560
- C. Owner: Redway Community Services District
- D. Owner Contact: Ken Dean, Operations Manager (707) 923-3101
(Name and Phone Number)
- E. Architect or Engineer: Water Works Engineers
- F. Architect or Engineer Contact: Joe Riess, P.E. (530) 243-2113
(Name and Phone Number)
- G. Construction Manager on behalf of Owner: Joe Riess, P.E. (530) 243-2113
(Name and Phone Number)
- H. Description of Project, Scope of Work Performed: Improvements to the District's existing infiltration gallery and Water Treatment Plant, and construction of a new 0.46 million gallon welded steel water storage tank.
- I. Initial Contract Value: \$2,130,800.00
(at time of bid award)
- J. Final Cost of Construction: \$2,300,000.00
(including change orders)
- K. Original Scheduled Completion Date: January, 2013
- L. Time Extensions Granted: N/A
(Numbers of Days)
- M. Actual Date of Completion: January, 2013
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

EXHIBIT 3-A

Mercer-Fraser Company

PO Box 1006
Eureka, CA 95502

Pre-Qualifications / References

- A. Project Name: Trinity Village Water Company Water Filtration Facilities
- B. Location: Salyer, CA 95563
- C. Owner: Trinity Village Water Company
- D. Owner Contact: Danny Walsh, President (530) 629-3282
(Name and Phone Number)
- E. Architect or Engineer: Trinity Valley Consulting Engineers, Inc
- F. Architect or Engineer Contact: Joshua T. McKnight, P.E. (530) 629-3000
(Name and Phone Number)
- G. Construction Manager on behalf of Owner: Joshua T. McKnight, P.E (530) 629-3000
(Name and Phone Number)
- H. Description of Project, Scope of Work Performed: Construction of Water Filtration Facilities which includes: clearing and grubbing, site grading, site improvements, installation of piping, pumps, and water tanks. Construction of plant building. Installation of membrane filtration plant, construction of suspended pipe creek crossing. Retrofitting of existing water storage reservoir and all other appurtenance items at the Project site.
- I. Initial Contract Value: \$1,448,726.00
(at time of bid award)
- J. Final Cost of Construction: \$1,500,000.00
(include change orders)
- K. Original Scheduled Completion Date: December, 2011
- L. Time Extensions Granted: N/A
(Numbers of Days)
- M. Actual Date of Completion: December, 2011
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

EXHIBIT 3-A

Mercer-Fraser Company

PO Box 1006
Eureka, CA 95502

Pre-Qualifications / References

A. Project Name: City of Eureka, Martin Slough Interceptor Project, Phase I

B. Location: Eureka, CA

C. Owner: City of Eureka

D. Owner Contact: Kurt Gierlich, City Engineer (707) 441-4183
(Name and Phone Number)

E. Architect or Engineer: SHN

F. Architect or Engineer Contact: Jeff Nelson, CFO – SHN (707) 441-4855
(Name and Phone Number) (707) 441-8855

G. Construction Manager on behalf of Owner: Kurt Gierlich, City Engineer
(Name and Phone Number) (707) 441-4183

H. Description of Project, Scope of Work Performed: 1500 LF – 18” Sewer, 4200 LF 24” Sewer, 800 LF 30” Sewer, 582 LF 42” Sewer, 24’ Deep Bore Bits, Bore & Jacks from 150’ – 400’ LF, Manhole Construction 10’ – 25’ deep, Slough Crossing

I. Initial Contract Value: \$ 4,500,000.00
(at time of bid award)

J. Final Cost of Construction: \$ 4,600,000.00
(include change orders)

K. Original Scheduled Completion Date: December 2011

L. Time Extensions Granted: Winter Suspension
(Numbers of Days)

M. Actual Date of Completion: August 2012

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Mercer-Fraser Company

PO Box 1006
Eureka, CA 95502

Pre-Qualifications / References

A. Project Name: Bear River Band Estate, Roadway & Infrastructure Project

B. Location: Loleta, CA

C. Owner: Bear River Band of Rohnerville Rancheria

D. Owner Contact: Leonard Bowman, Chairman (707) 733-1900
(Name and Phone Number)

E. Architect or Engineer: Laco Associates

F. Architect or Engineer Contact: Leonard Oshorne, Project Engineer
(Name and Phone Number) (707)443-5054

G. Construction Manager on behalf of Owner: Same
(Name and Phone Number)

H. Description of Project, Scope of Work Performed: 40,000 CY Excavation, 11,000 Tons Aggregate Base, 3,500 Tons Asphalt, 4,600 LF PVC Sewer, 7,000 LF 6" Water main, 2,300 LF Storm Drain, 9,000 LF Sidewalk Curb & Gutter, 140 LF 2"x5" RCB Box Culverts.

I. Initial Contract Value: \$ 2,617,800.00
(at time of bid award)

J. Final Cost of Construction: \$ 3,298,692.75
(include change orders)

K. Original Scheduled Completion Date: December 2011

L. Time Extensions Granted:
(Numbers of Days)

M. Actual Date of Completion: October 2011

EXHIBIT 3-A

Mercer-Fraser Company

PO Box 1006
Eureka, CA 95502

Pre-Qualifications / References

A. Project Name: Bear River Rancheria, Tish-Non

B. Location: Loleta, CA

C. Owner: Bear River Band of Rohnerville Rancheria

D. Owner Contact: Leonard Bowman (Chairman) (707) 443-5054
(Name and Phone Number)

E. Architect or Engineer: Laco Associates

F. Architect or Engineer Contact: Ben Dolf (707) 443-5054
(Name and Phone Number)

G. Construction Manager on behalf of Owner: John Berganske, (707) 443-5054
(Name and Phone Number)

H. Description of Project, Scope of Work Performed: Site Improvements to Water and Wastewater Treatment Facilities, Grading, Construction of Gravel Roadways, Concrete Foundations, Slaps and pedestals, Installation of Wastewater Treatment Package Plant and Appurtenances. Tank Foundation, Concrete Masonry Building, Piping, Manholes, below ground Tanks and vaults.

I. Initial Contract Value: \$ 1,424,000.00
(at time of bid award)

J. Final Cost of Construction: \$ 1,433,733.00
(include change orders)

K. Original Scheduled Completion Date: December 2011

L. Time Extensions Granted:
(Numbers of Days)

M. Actual Date of Completion: November 2011

EXHIBIT 3-A

SUBCONTRACTOR'S EXPERIENCE QUALIFICATIONS

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

The subcontractor has never failed to satisfactorily complete a contract awarded to him, except as follows:

Please indicate for whom the work was conducted, the type of work, and who can be contacted as a reference for the work:

Year	Type of Work	Contract Amount	Location and for Whom Performed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please attach additional sheet(s) as needed.

Signed _____
Title _____
Date _____

This form to be submitted with the bid.

EXHIBIT 3-A

SECURITY FOR COMPENSATION CERTIFICATION

TO: MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

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

6/29/18
Date


(Signature of Bidder) Justin Zabel, President

Business Address:

PO Box 1006
Eureka, CA 95502

Place of Residence:

200 Dinsmore Drive
Fortuna, CA 95540

(This certificate must be executed by the successful bidder prior to the award of Contract.)

EXHIBIT 3-A

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he has or shall meet the standards of affirmative compliance with Fair Employment Practices requirements of the special provisions contained herein:

6/29/18
Date


(Signature of Bidder) Justin Zabel, President

Business Address:

PO Box 1006

Eureka, CA 95502

Place of Residence:

200 Dinsmore Drive

Fortuna, CA 95540

(This certification must be executed by the successful bidder prior to the award of the Contract.)

EXHIBIT 3-A

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

State of California)
) ss.
County of Humboldt)

Justin Zabel

being first duly sworn, deposes and says that he or she is President of 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 bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature



6/29/18
Date

The title of the affidavit provides that it is "to be executed by bidder and submitted with the bid."

EXHIBIT 3-A



BID ADDENDUM 1 – May 30, 2018

SLEEPY HOLLOW STEELHEAD REARING FACILITY RAW WATER INTAKE AND WATER SUPPLY SYSTEM UPGRADE PROJECT

Item 1 – Labor Code Section 1776 Compliance

The language below is to be incorporated into the Notice Inviting Sealed Bids and into Section 5 Wage Scale in the Contract for the work.

“The Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime contractor shall post job site notices, as prescribed by regulation. Each contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, in the manner prescribed under Section 1771.4.”

Item 2 – Add clarification concerning physical and mailing address for bid.

Item 3 – Correct numbering in Contract form, starting with 19.

Item 4 – Correct numbering in Special Conditions starting with 15.

Item 5 – SECTION 02510 – SURFACE RESTORATION

This section is amended as follows:

2.2 SEED

Hydro seeding shall consist of mixing and applying seed, commercial fertilizer and stabilizing emulsion, or any combination thereof, with fiber and water. The Contractor shall supply all materials and equipment and shall apply the hydroseed mix in the locations specified on the construction drawings and as described below.

A. PAYMENT

Payment for this item shall be the price as established in the Bid Schedule. Such payment shall constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to the completion of the work.

B. ITEMS OF WORK AND CONSTRUCTION DETAILS

The Contractor shall mix seed, emulsion, fiber, and fertilizer in a tank with a built-in continuous agitation system of sufficient operating capacity to produce a homogeneous mixture and a discharge system which will apply the mixture at a continuous and uniform rate. The seed mix

EXHIBIT 3-A



shall be blue wildrye (*Elymus glaucus*) on slopes more than six (6) feet above the channel bottom and creeping wild rye (*Leymus triticoides*) on lower slopes. Seed shall be applied at 10 to 20 pounds per acre. The quantity of water shall be as needed for application, except that when stabilizing emulsion is specified, the ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer of the emulsion. The Contractor shall apply a minimum of 500 pounds of fiber per acre, which shall be mixed and applied with the seed, emulsion, and fertilizer. The fiber shall be furnished and applied at the Contractor's expense.

A dispersing agent may be added to the mixture provided the Contractor furnishes evidence that the additive is not harmful. Any material considered harmful, as determined by the MPWMD, shall not be used. Any mixture containing stabilizing emulsion shall not be applied during rainy weather or when soil temperatures are below 40° F. Pedestrians or equipment shall not be permitted to enter areas where mixtures containing stabilizing emulsion have been applied.

The Contractor shall hydroseed all areas disturbed by grading operations, except for the channel bottom and stream bank areas where riprap is exposed. Where geotextile or other erosion control fabric is to be placed on a slope, the seed mix shall be placed prior to placement of the geotextile. Otherwise, the seed mix shall be placed after all work on the area to be seeded has been completed.

EXHIBIT 3-A



4. Includes all work required to raise cooling tower including new slab and modifications to mechanical and electrical. Includes related excavation with approximate quantities as follows. Excavation = 40 CY. Imported granular structural fill = 13 CY. Concrete = 20 CY. Galvanized = 3 tons.
5. Excavation = 510 CY. Imported Granular Structural = 100 CY. Concrete pad = 107 CY. Foundation walls = 13 CY. Grating and handrail = 80 LF.
6. Approximately 20,000 SF of hydroseeding.
7. Approximately 1,800 CY. See Section 02510, Technical Specifications, Addenda 1.

Plans, Specifications, and bid forms may be secured at no charge from the Monterey Peninsula Water Management District, 5 Harris Court, Bldg. G Street, P. O. Box 85, Monterey, California 93942-0085 or may be downloaded from the District's web page at <http://www.mpwmd.net/who-we-are/project-bids-rfps/>

For further information, please contact Larry Hampson, larry@mpwmd.net or at 831-658-5620.

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EXHIBIT 3-A



ADDENDA/REVISIONS – No. 2

BID ADDENDUM 2 – June 7, 2018

**SLEEPY HOLLOW STEELHEAD REARING FACILITY RAW WATER INTAKE AND
WATER SUPPLY SYSTEM UPGRADE PROJECT**

Item 7 – Bid Form Revision

The footnotes have been revised.

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