



Notice of Special Meeting Oceano Community Services District - Board of Directors Agenda

THURSDAY, April 19, 2018 – 4:00 P.M.

Oceano Community Services District Board Room
1655 Front Street, Oceano, CA

All items on the agenda including information items, may be deliberated. Any member of the public with an interest in one of these items should review the background material and request information on the possible action that could be taken.

All persons desiring to speak during any Public Comment period are asked to fill out a "Board Appearance Form" to submit to the General Manager prior to the start of the meeting. Each individual speaker is limited to a presentation time of THREE (3) minutes per item. Persons wishing to speak on more than one item shall limit his/her remarks to a total of SIX (6) minutes. This time may be allocated between items in one-minute increments up to three minutes. Time limits may not be yielded to or shared with other speakers.

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **FLAG SALUTE:**
4. **PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:**

This public comment period provides an opportunity for members of the public to address the Board on matters of interest within the jurisdiction of the District that are not listed on the agenda. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

5. **CLOSED SESSION:** None

6. **HEARING ITEMS:** Continuance of Board Meeting April 11, 2018 Public Hearing Item 10

A Public Hearing to consider bids received for the District's permanent utility relocation work required by the County of San Luis Obispo for the Airpark Bridge Replacement Project and Board approval to perform the work among options that include utilizing the County contractor(s), awarding the work to the District's low bidder, or adopting a resolution, which must be approved by a 4/5ths vote, to reject all bids and to perform the work with District employees as allowed by California Public Contract Code Section 22038; with an associated budget adjustments up to \$125,000.

7. **ADJOURNMENT:**

This agenda was prepared and posted pursuant to Government Code Section 54956. Agenda is posted at the Oceano Community Services District, 1655 Front Street, Oceano, CA. Agenda and reports can be accessed and downloaded from the Oceano Community Services District website at www.oceanocsd.org.

ASSISTANCE FOR THE DISABLED If you are disabled in any way and need accommodation to participate in the Board meeting, please call the Clerk of the Board at (805) 481-6730 for assistance at least three (3) working days prior to the meeting so necessary arrangements can be made.

ASISTENCIA A DISCAPACITADO Si usted está incapacitado de ninguna manera y necesita alojamiento para participar en la reunión de la Junta, por favor llame a la Secretaría de la Junta al (805) 481-6730 para recibir asistencia por lo menos tres (3) días antes de la reunión para que los arreglos necesarios puedan ser hechos.



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

Date: April 19, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item # 6: Continuance of Board Meeting April 11, 2018 Public Hearing Item 10**

A Public Hearing to consider bids received for the District's permanent utility relocation work required by the County of San Luis Obispo for the Airpark Bridge Replacement Project and Board approval to perform the work among options that include utilizing the County contractor(s), awarding the work to the District's low bidder, or adopting a resolution, which must be approved by a 4/5ths vote, to reject all bids and to perform the work with District employees as allowed by California Public Contract Code Section 22038; with an associated budget adjustment up to \$125,000.

Recommendation

It is recommended that your Board approve the attached resolution, by a 4/5ths vote, including the finding and declaration that the scope of work can be performed more economically by employees of the District, which is based on the cost estimates included in the attached Project Ledger Card.

Discussion

Attached are agenda materials that were included in the agenda that was posted for Public Hearing Item #10 for the Board meeting of April 11, 2018. In addition, attached are the handouts provided to the Board during the Public Hearing and introduced into the District's official records of the hearing at that time. The hearing was continued as a result of a bid protest that the County received for its Airpark Bridge Replacement Project. Attached is the County's Notice of Low Bid after addressing the bid protest.

Now that the County has provided a Notice of Low Bid, Board approval to perform the work is required. Without formal action by the District, the Reimbursement Agreement provides that the County will award the work to its selected contractor.

Other Agency Involvement

County of San Luis Obispo; state and federal environmental resource agencies.



Oceano Community Services District

Board of Directors Meeting

Financial Considerations

The following table illustrates the bids and District's estimates to self perform the work in comparison to the approved construction budget.

	County Low Bid (Granite Construction)	District Low Bid (D-Kal Construction)	Estimates to Self-Perform
Temporary Relocation Work (Sewer By-Pass) (Granite Construction)	\$ 75,000	\$ 75,000	\$ 75,000
Permanent Relocation Work	\$ 165,000	\$ 138,113	\$ 106,690
Total Construction	\$ 240,000	\$ 213,113	\$ 181,690
Approved Budget	\$ 115,000	\$ 115,000	\$ 115,000
Additional Budget Requirement	<u>\$ 135,000</u>	<u>\$ 98,113</u>	<u>\$ 66,690</u>

Based on savings identified in the current year budgets, no budget adjustment is needed at this time. In addition, approximately \$60,500 of the additional costs to self-perform is already incorporated into the District's operating budgets. The costs of contractors will be encumbered as part of normal accounting practices at year-end and any funds that need to be re-budgeted will be included in fiscal year 2018-19 budget recommendations.

Results

The utility relocation work that is required as a result of the County's Airpark Drive Bridge replacement project is not a discretionary action. It is required by the County of San Luis Obispo since the District's infrastructure is placed within the County maintained road system and is therefore subject to relocation directives from the County. Performing the work is nevertheless supportive of County upgrades to the community's infrastructure, which promotes safe bridges and improved community assets.

Attachments:

- April 11, 2018 Staff Report Agenda Item 10
- April 11, 2018 Agenda Item 10 - Handouts Introduced at Public Hearing
- County of San Luis Obispo "Low Bid Notice"



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

Date: April 11, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item #10: A Public Hearing to consider bids received for the District's permanent utility relocation work required by the County of San Luis Obispo for the Airpark Bridge Replacement Project and Board approval to perform the work among options that include utilizing the County contractor(s), awarding the work to the District's low bidder, or adopting a resolution, which must be approved by a 4/5ths vote, to reject all bids and to perform the work with District employees as allowed by California Public Contract Code Section 22038; with an associated budget adjustments up to \$125,000.**

Recommendation

It is recommended that your Board:

- 1) Review the summary of bids received for the Airpark Drive Permanent Utility Relocation work.
- 2) Approve that the work is performed among the following options:
 - a. Utilizing the County contractor(s), or,
 - b. Awarding the work to the District's low bidder, or,
 - c. Adopting a resolution, which must be approved by a 4/5ths vote, to reject all bids and to perform the work with District employees as allowed by Public Contract Code Section 22038.
- 3) Approve an increase in the project budget based on the chosen option for performing the work.

Discussion

The County is preparing to replace the old timber bridge on Airpark Drive and is requiring the District to relocate utilities within the County right of way. On September 13, 2017 your Board approved the attached Reimbursement Agreement with the County that provides for the ability to have the necessary work completed by the contractor(s) selected by the County for their project. Your Board also authorized staff to separately bid the "permanent" portion of the utility relocation work so that the District has the option of directly contracting for that work. Attachment "A" provides a summary of bids. The temporary relocation work must be performed by the County contractor since the District's sewer force main in Airpark Drive must remain operational and will be temporarily located within the County contractors' construction area.

Other Agency Involvement

The County of San Luis Obispo and state and federal environmental resource agencies that have established conditions associated with the work.



Financial Considerations

The following table illustrates the construction cost estimates:

	Original Estimate and Approved Budget	Cost Estimate Utilizing County Contractor(s)	Cost Estimate Utilizing District Low Bid
Water Fund	\$ 46,000	Included	\$ 71,654
Sewer Fund	\$ 69,000	Included	\$ 66,459
Total Permanent Work	included	\$ 165,000	\$ 138,113
Temporary Work	included	\$ 75,000	\$ 75,000
Total	\$ 115,000	\$ 240,000	\$ 213,113

The estimates are for contractor construction costs only and are subject to change for unforeseen construction conditions and other change orders that may apply to the work. The "Cost Estimate Utilizing County Contractor(s)" is based on County's apparent low bidder but subject to final award by the County. In the event that the County's low bidder may change, that information will be provided at the District public hearing and may result in a continuance of this item.

Other project costs for engineering and surveying have been covered by the existing budgets and will be approximately the same for the various options.

District staff is reevaluating cost estimates of the project to self perform the work as allowed pursuant to Public Contract Code 22038. The cost estimates will be distributed and posted to the District website once completed, and will be presented at the public hearing for Board consideration and your determination on whether the project can be performed more economically by employees of the District. Doing so requires a 4/5ths approval of the attached resolution. The District low (and sole) bidder has been notified that the District may reject the bid and self perform the work as required by Public Contract Code 22038.

Results

Reviewing bids and approving the work will ensure the District's water and sewer systems are able to continue to provide necessary community services. Selecting the most cost efficient approach promotes a fiscally responsible community.

Attachments:

- Attachment "A" - Summary of Bids
 - District Summary
 - County Summary
- County Reimbursement Agreement
- Resolution

Summary of Bids
Airpark Drive Utility Relocations

	District Bid Project No. 2018-01	County Bid Project No. 300430	County Bid Project No. 300430	County Bid Project No. 300430
Contractor Name	D-Kal Engineering Inc.	Granite Construction Inc.	Souza Construction Inc.	R. Burke Construction Inc.
Temporary Relocation Work (*)	\$ 75,000	\$ 75,000	\$ 71,000	\$ 75,000
Permanent Water Relocation Work	\$ 71,654			
Permanent Sewer Relocation Work	\$ 66,459			
Total Permanent Relocation Work	<u>\$ 138,113</u>	<u>\$ 165,000</u>	<u>\$ 67,000</u>	<u>\$ 210,000</u>
Grand Total Contractor Bids	<u>\$ 213,113</u>	<u>\$ 240,000</u>	<u>\$ 138,000</u>	<u>\$ 285,000</u>

Notes:

(*) Work that must be performed by the County's contractor(s).
Granite Construction is the County's apparent low bidder.

AIR PARK DR OVER OCEANO LAGOON BRIDGE REPLACEMENT
 OCEANO, CA
 CONTRACT NO. 300430
 PROJECT MANAGER: KIDD IMMEL

PROJECT ENGINEER: DRAKE HAGLAN
 FORMAL BID - 04/05/2018

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	BID 1		BID 2		BID 3	
					UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS	UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS	UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1	50000	CONSTRUCTION STAKING	1	LS	LUMP SUM	\$ 15,000.00	LUMP SUM	\$ 7,700.00	LUMP SUM	\$ 50,000.00
2	66001	FIELD OFFICE (JOB SITE TRAILER)	1	LS	LUMP SUM	\$ 15,000.00	LUMP SUM	\$ 29,000.00	LUMP SUM	\$ 25,000.00
3	70000	EXCAVATION SAFETY	1	LS	LUMP SUM	\$ 500.00	LUMP SUM	\$ 2,200.00	LUMP SUM	\$ 300,000.00
4	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	\$ 3,850.00	LUMP SUM	\$ 3,520.00	LUMP SUM	\$ 4,000.00
5	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	\$ 2,500.00	LUMP SUM	\$ 4,300.00	LUMP SUM	\$ 7,000.00
6	130001	TEMPORARY DEWATERING/WATER DIVERSION	1	LS	LUMP SUM	\$ 170,000.00	LUMP SUM	\$ 190,000.00	LUMP SUM	\$ 205,000.00
7	130100	JOB SITE MANAGEMENT	1	LS	LUMP SUM	\$ 3,000.00	LUMP SUM	\$ 14,000.00	LUMP SUM	\$ 12,000.00
8	130200	PREPARE WATER POLLUTION CONTROL PLAN	1	LS	LUMP SUM	\$ 650.00	LUMP SUM	\$ 12,650.00	LUMP SUM	\$ 2,000.00
9	130620	TEMPORARY DRAINAGE INLET PROTECTION	2	EA	\$ 375.00	\$ 750.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00
10	130640	TEMPORARY FIBER ROLL	1050	LF	\$ 4.00	\$ 4,200.00	\$ 7.18	\$ 7,539.00	\$ 5.00	\$ 5,250.00
11	130710	TEMPORARY CONSTRUCTION ENTRANCE	3	EA	\$ 2,750.00	\$ 8,250.00	\$ 2,300.00	\$ 6,900.00	\$ 1,800.00	\$ 5,400.00
12	130900	TEMPORARY CONCRETE WASHOUT	1	LS	LUMP SUM	\$ 5,000.00	LUMP SUM	\$ 2,100.00	LUMP SUM	\$ 2,000.00
13	150608	REMOVE CHAIN LINK FENCE	65	LF	\$ 40.00	\$ 2,600.00	\$ 10.00	\$ 650.00	\$ 25.00	\$ 1,625.00
14	150740	REMOVE ROADSIDE SIGN	9	EA	\$ 140.00	\$ 1,260.00	\$ 140.00	\$ 1,260.00	\$ 210.00	\$ 1,890.00
15	150771	REMOVE ASPHALT CONCRETE DIKE	260	LF	\$ 4.00	\$ 1,040.00	\$ 4.00	\$ 1,040.00	\$ 6.00	\$ 1,560.00
16	152320	RESET ROADSIDE SIGN	3	EA	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 400.00	\$ 1,200.00
17	152390	RELOCATE ROADSIDE SIGN	2	EA	\$ 200.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00
18	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	420	SQYD	\$ 10.00	\$ 4,200.00	\$ 13.00	\$ 5,460.00	\$ 15.00	\$ 6,300.00
19	153240	REMOVE CONCRETE (CURB, GUTTER & SIDEWALK)	50	CY	\$ 75.00	\$ 3,750.00	\$ 180.00	\$ 9,000.00	\$ 120.00	\$ 6,000.00
20	157550	BRIDGE REMOVAL	1	LS	LUMP SUM	\$ 80,000.00	LUMP SUM	\$ 37,000.00	LUMP SUM	\$ 75,000.00
21	160102	CLEARING AND GRUBBING	1	LS	LUMP SUM	\$ 75,000.00	LUMP SUM	\$ 22,000.00	LUMP SUM	\$ 60,000.00
22	190101	ROADWAY EXCAVATION	540	CY	\$ 75.00	\$ 40,500.00	\$ 57.00	\$ 30,780.00	\$ 60.00	\$ 32,400.00
23	192003	STRUCTURE EXCAVATION (BRIDGE)	240	CY	\$ 20.00	\$ 4,800.00	\$ 120.00	\$ 28,800.00	\$ 300.00	\$ 72,000.00
24	193003	STRUCTURE BACKFILL (BRIDGE)	80	CY	\$ 125.00	\$ 10,000.00	\$ 442.00	\$ 35,360.00	\$ 300.00	\$ 24,000.00
25	198010	IMPORTED BORROW	250	CY	\$ 8.00	\$ 2,000.00	\$ 50.00	\$ 12,500.00	\$ 45.00	\$ 11,250.00
26	205002	BIORETENTION FACILITY	930	SQFT	\$ 10.00	\$ 9,300.00	\$ 16.00	\$ 14,880.00	\$ 15.00	\$ 13,950.00
27	210350	FIBER ROLL	410	LF	\$ 5.00	\$ 2,050.00	\$ 7.00	\$ 2,870.00	\$ 5.00	\$ 2,050.00
28	210430	HYDROSEED	3300	SF	\$ 1.00	\$ 3,300.00	\$ 0.77	\$ 2,541.00	\$ 2.00	\$ 6,600.00
29	260203	CLASS II AGGREGATE BASE	345	CY	\$ 65.00	\$ 22,425.00	\$ 62.00	\$ 21,390.00	\$ 110.00	\$ 37,950.00
30	390132	HOT MIX ASPHALT (TYPE A)	290	TON	\$ 150.00	\$ 43,500.00	\$ 141.00	\$ 40,890.00	\$ 170.00	\$ 49,300.00
31	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	220	LF	\$ 25.00	\$ 5,500.00	\$ 9.00	\$ 1,980.00	\$ 15.00	\$ 3,300.00
32	490605	36" CAST-IN-DRILLED-HOLE CONCRETE PILING	547	LF	\$ 800.00	\$ 437,600.00	\$ 720.00	\$ 393,840.00	\$ 820.00	\$ 448,540.00
33	510001	SIDEWALK UNDERDRAIN	1	LS	LUMP SUM	\$ 3,500.00	LUMP SUM	\$ 4,800.00	LUMP SUM	\$ 2,500.00
34	510053	STRUCTURAL CONCRETE, BRIDGE	150	CY	\$ 1,000.00	\$ 150,000.00	\$ 1,437.00	\$ 215,550.00	\$ 1,000.00	\$ 150,000.00
35	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	315	CY	\$ 1,000.00	\$ 315,000.00	\$ 1,033.00	\$ 325,395.00	\$ 1,450.00	\$ 456,750.00
36	520102	BAR REINFORCING STEEL (BRIDGE)	136000	LB	\$ 1.50	\$ 204,000.00	\$ 1.69	\$ 229,840.00	\$ 1.85	\$ 251,600.00
37	710228	ADJUST COUNTY OWNED SEWER MANHOLE TO GRADE	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,200.00	\$ 1,200.00
38	730070	DETECTABLE WARNING SURFACE	36	SQFT	\$ 50.00	\$ 1,800.00	\$ 42.00	\$ 1,512.00	\$ 50.00	\$ 1,800.00
39	730010	MINOR CONCRETE (RETAINING CURB)	125	LF	\$ 30.00	\$ 3,750.00	\$ 46.00	\$ 5,750.00	\$ 65.00	\$ 8,125.00
40	731504	MINOR CONCRETE (CURB AND GUTTER(TYPE A))	17	CY	\$ 850.00	\$ 14,450.00	\$ 1,020.00	\$ 17,340.00	\$ 900.00	\$ 15,300.00
41	731516	MINOR CONCRETE (DRIVEWAY)	10	CY	\$ 850.00	\$ 8,500.00	\$ 743.00	\$ 7,430.00	\$ 950.00	\$ 9,500.00
42	731521	MINOR CONCRETE (SIDEWALK)	19	CY	\$ 850.00	\$ 16,150.00	\$ 1,100.00	\$ 20,900.00	\$ 850.00	\$ 16,150.00
43	731623	MINOR CONCRETE (CURB RAMP)	2	CY	\$ 1,000.00	\$ 2,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,200.00	\$ 2,400.00
44	750501	MISCELLANEOUS METAL (BRIDGE)	1400	LB	\$ 10.00	\$ 14,000.00	\$ 20.00	\$ 28,000.00	\$ 8.00	\$ 11,200.00
45	770001	SALVAGE LIGHT	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,925.00	\$ 3,850.00	\$ 1,800.00	\$ 3,600.00
46	780001	RELOCATE BOLLARD	2	EA	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 1,600.00	\$ 3,200.00
47	780433	PAINT CURB (2 COAT) (RED)	200	SQFT	\$ 10.00	\$ 2,000.00	\$ 3.30	\$ 660.00	\$ 6.00	\$ 1,200.00
48	800365	CHAIN LINK FENCE (TYPE CL-6) (SLATTED)	60	LF	\$ 35.00	\$ 2,100.00	\$ 55.00	\$ 3,300.00	\$ 100.00	\$ 6,000.00
49	820410	SALVAGE ROADSIDE SIGN	4	EA	\$ 140.00	\$ 560.00	\$ 165.00	\$ 660.00	\$ 210.00	\$ 840.00
50	820840	ROADSIDE SIGN - ONE POST	1	EA	\$ 360.00	\$ 360.00	\$ 330.00	\$ 330.00	\$ 450.00	\$ 450.00
51	830001	AESTHETIC BARRIER	237	LF	\$ 435.00	\$ 103,095.00	\$ 355.00	\$ 84,135.00	\$ 365.00	\$ 86,505.00
52	840515	THERMOPLASTIC PAVEMENT MARKING	30	SQFT	\$ 15.00	\$ 450.00	\$ 55.00	\$ 1,650.00	\$ 60.00	\$ 1,800.00
53	----	HERBICIDE APPLICATION	1	LS	LUMP SUM	\$ 1,000.00	LUMP SUM	\$ 1,650.00	LUMP SUM	\$ 2,500.00
54	----	TEMPORARY SEWER BYPASS***	1	LS	LUMP SUM	\$ 75,000.00	LUMP SUM	\$ 71,000.00	LUMP SUM	\$ 75,000.00
55	999990	MOBILIZATION	1	LS	LUMP SUM	\$ 210,950.00	LUMP SUM	\$ 169,000.00	LUMP SUM	\$ 210,000.00
TOTAL BASE BID						\$ 2,113,340.00	\$ 2,142,852.00	\$ 2,792,185.00		

ADDITIVE BID ITEM 1

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS	UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS	UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
56	----	OCSO FACILITY RELOCATIONS**	1	LS	LUMP SUM	\$ 165,000.00	LUMP SUM	\$ 67,000.00	LUMP SUM	\$ 210,000.00

AIR PARK DR OVER OCEANO LAGOON BRIDGE REPLACEMENT
 OCEANO, CA
 CONTRACT NO. 300430
 PROJECT MANAGER: KIDD IMMEL

PROJECT ENGINEER: DRAKE HAGLAN
 FORMAL BID - 04/05/2018

	BID 1 Granite Construction Company P. O. Box 6744	BID 2 Souza Engineering Contracting, Inc. dba Souza Construction, Inc. P. O. Box 3810	BID 3 R. Burke Corporation P. O. Box 957
TOTAL ADDITIVE BID ITEM 1	\$ 165,000.00	\$ 67,000.00	\$ 210,000.00
GRAND TOTAL BASE BID PLUS ADDITIVE BID ITEMS	\$ 2,278,340.00	\$ 2,209,852.00	\$ 3,002,185.00

BID CHECK DATE: 4/5/2018

LEGEND: Highlighted = Math Error

REIMBURSEMENT AGREEMENT

**Oceano Beach Lagoon Bridge at Air Park Drive Replacement Project
County Project No. 300430
Federal Aid Project No. BRLO-5949(129)
UT No. 05-UT-300430-01
Oceano, California**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made by and between the OCEANO COMMUNITY SERVICES DISTRICT, a community services district, hereinafter referred to as "District," and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County." (The District and the County are also hereafter each referred to as a "Party," or collectively as "Parties.")

WITNESSETH:

WHEREAS, the County is preparing to replace the old timber bridge over Oceano Beach Lagoon on Air Park Drive pursuant to the County's Oceano Beach Lagoon Bridge at Air Park Drive Replacement Project (WBS 300430) in Oceano, California (hereinafter the "Project"); and

WHEREAS, the plans, specifications, and estimates (PS&E) for the construction of the Project shall hereinafter be referred to as the "Project Plans"; and

WHEREAS, the area affected by the work described and/or depicted in the Project Plans shall hereinafter be referred to as the "Project Area"; and

WHEREAS, the District has water and sewer pipelines and related facilities (hereinafter collectively "District Facilities") located within the Project Area that need to be relocated at the District's expense; and

WHEREAS, the Parties desire to work together to coordinate the relocation work with the Project's construction contract (hereafter, "Construction Contract") pursuant to the terms of the Agreement; and

WHEREAS, the County has provided the District a copy of the Project Plans dated September 30, 2016; and the Project Plans will be finalized after the County incorporates the District's plans, specifications, and estimates (District's PS&E) for the relocation work into the County's Project Plans pursuant to the terms of this Agreement; and

WHEREAS, the Parties acknowledge that the Project's Construction Contract will be funded in part with federal funds; and

WHEREAS, it is understood that said Project is a Federal aid project and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement. In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this Agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all

manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving Federal funding; and

WHEREAS, the Parties understand and acknowledge that this Project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. The County hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

NOW, THEREFORE, the Parties hereto agree as follows:

A. Recitals

1. The above recitals are incorporated herein by reference as though fully set forth herein.

B. District's Responsibility for the Relocation Work

1. "Relocation Work" shall mean all design, construction, inspection, and administration work relating to the temporary and permanent relocation of any District Facilities affected by the County's Project Area described in the Project Plans. Any reference herein to relocation or Relocation Work shall refer to both the temporary and permanent relocation of the District Facilities unless the sentence is clearly referring to one or the other.
2. The District shall be responsible for all reasonable costs of the Relocation Work associated with the District Facilities.
3. The Relocation Work involves two phases: an initial temporary relocation and a permanent relocation. The parties acknowledge that the temporary relocation phase must be performed as part of the County's construction contract since it is not feasible for the District to independently perform this work. The District would like to have the option of independently performing the permanent relocation work, so the permanent relocation work will be listed as an additive bid item for the bidding on the County Project. Pursuant to the terms of this Agreement, the District may reject the bid price on the additive bid item for the permanent relocation work and independently perform that work within the time deadlines set forth in this Agreement.
4. The Parties acknowledge that, to the extent the construction of the relocation of any District Facilities is performed as part of the Project's Construction Contract, the construction work shall be performed by the independent contractor (hereafter "Contractor") that is awarded said Construction Contract based upon the lowest responsive bid on the base contract under Public Contract Code Section 20103.8(a). The Parties agree that, as between the District and the

County, the Contractor's bid price for any additive bid item regarding the relocation of District Facilities shall be deemed reasonable subject to the terms of this Agreement.

5. The Parties further acknowledge that neither the County nor the District guarantees the performance of the Contractor, and neither Party insures or indemnifies the other Party for any breaches of the Construction Contract by the Contractor. Except as otherwise expressly provided for in this Agreement, neither the County nor the District are responsible for any costs or damages incurred by the other Party arising from a breach of the Construction Contract by the Contractor.

C. Preconstruction Work

The parties acknowledge that the County shall not be responsible for the design of any Relocation Work. As the owner of the District Facilities, the District shall be solely responsible for preparation of all necessary plans, specifications, and estimates (District's PS&E) for the relocation of any District Facilities.

1. The District has provided the County the District's PS&E dated June 28, 2017, for the construction of the relocation of the District Facilities. Said District's PS&E were prepared by the District's retained engineer. Pursuant to the latest approved County construction standards, any above or below grade facilities included in said District's PS&E shall ensure that required clearances are met and any affected valves or covers shall be adjusted to finish grade. The District shall be responsible for ensuring that said District's PS&E are in compliance with any applicable laws and regulations, including any State Health Department utility separation requirements.
2. The District is responsible for the accuracy and completeness of all documents and information submitted to the County relating to the design, bidding, and/or construction of the relocation of any District Facilities. The County assumes no responsibility for the accuracy or completeness of any documents or information submitted on behalf of the District relating to the design, bidding, and construction of Relocation Work. The District shall defend, indemnify and hold harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability (hereafter "Claims") arising from any assertions regarding the inaccuracy or incompleteness of any documents and information submitted to the County relating to the design, bidding, and/or construction of the Relocation Work, including but not limited to any Claims by the construction Contractor that said inaccuracy or incompleteness caused the Contractor to incur delays, additional costs or monetary damages.
3. The County agrees that it will satisfy all preconstruction environmental planning requirements of the Project under the California Environmental Quality Act, National Environmental Policy Act, and related environmental regulations with respect to any Relocation Work performed under the County's Construction Contract. However, the District shall remain responsible for all reasonable costs relating to any construction work addressing and/or mitigating any environmental

or related matters associated with any Relocation Work regarding the District Facilities. (For example, if any Native American artifacts or remains are located in any areas where said Relocation Work is to be performed, the District shall remain responsible for all reasonable costs incurred in addressing and/or mitigating said matters, regardless of whether or not said Native American artifacts or remains were addressed in any preconstruction environmental planning documents.)

4. Pursuant to the terms of this Agreement, when the construction contract for the County's Project goes out to bid, the District's PS&E will be incorporated into the County's Project Plans, and the temporary relocation work will be included as a line item in the base bid for the Project, and the permanent relocation work will be included as an additive bid item for the Project.
5. The District's PS&E (dated June 28, 2017) consists strictly of construction plans in the form of design drawings prepared by the District's design engineer. Since the District has not provided any separate specifications relating to the Relocation Work, the District understands that its construction plans will be governed by the specifications set forth in the County's Project Plans. The District's PS&E dated June 28, 2017 also did not include any separate estimates.

D. Required Deposit of Funds by District

1. The District shall pay the County an initial deposit of \$15,000.00 when it delivers this executed Agreement to the County. This initial deposit shall serve as a deposit for the costs relating to the initial temporary relocation of District Facilities away from the existing bridge to a temporary sewer bypass line. (Hereafter, the term "Deposit Amount" shall refer to the amount of said initial deposit, plus any subsequent deposits and less any deposit refunds made under this Agreement.)
2. In order for the permanent relocation work to be included as an additive bid item on the bidding of the County's construction contract, the District shall pay the County an additional deposit of \$100,000.00 within seven (7) days of receiving a written demand for said deposit from the County Public Works Department.

If the District does pay the County the additional Deposit Amount of \$100,000.00 within seven (7) days of receiving a written demand therefor from the County Public Works Department, the District's PS&E for the permanent relocation of the District Facilities shall be incorporated into the Project Plans for the purpose of including the permanent relocation of the District Facilities as an additive bid item when the Construction Contract for the County's Project is advertised for bids pursuant to Public Contract Code Section 20103.8(a). (If the County elects to advertise the Construction Contract for bids before said seven (7) day period expires, and said deposit is not received within said seven (7) day period, the County will issue an addendum to the Construction Contract deleting the inclusion of the relocation of the District Facilities as an additive bid item, the Relocation Work relating to the permanent relocation of the District Facilities will not be part of the Project, and the District shall independently perform the

permanent relocation work in a timely manner that is consistent with the provisions set forth in Section I of this Agreement.

E. Award of County Project Construction Contract

1. The below subsections of this Section E are applicable only if the permanent relocation of the District Facilities is included as an additive bid item when the bids are opened for the Construction Contract for the County's Project pursuant to this Agreement.
2. If the permanent relocation of the District Facilities is included as an additive bid item pursuant to this Agreement, the lowest bid shall be the lowest responsive bid price on the base contract for the Project without consideration of the bid prices on any additive or deductive items included in the County's bid solicitation pursuant to subdivision (a) of Public Contract Code Section 20103.8. In other words, any amount(s) bid as the bid price for the additive bid item for constructing the permanent relocation of the District Facilities shall be irrelevant to the County's determination of the lowest responsive bid.
3. After the bids are opened, the County will provide the District with written notice of which bid has been determined to be the lowest responsive bid by the County's Public Works Department pursuant to the criteria set forth in subdivision (a) of Public Contract Code Section 20103.8. (Said written notice by the County shall hereafter be referred to as the "Low Bid Notice.") The County will try to send out the Low Bid Notice within five business days of the bid opening date, but the notice may be delayed if any bidder(s) submit a bid protest (or to allow the time for submitting a protest to lapse). If the District has any objection to the County's determination of the lowest responsive bid, the District's sole remedy is to timely provide the County with written notice that the District is rejecting having the permanent relocation of the District Facilities performed as part of the Project's Construction Contract as set forth below. The District hereby waives any right(s) it may have to protest or challenge in any forum (including any administrative procedures of the County or judicial proceedings of the courts) the County's determination of the lowest responsive bid. The District further waives any claims for damages against the County arising from any alleged erroneous determination by the County of the lowest responsive bid.
4. The District shall have seven (7) days from the date the County provided the Low Bid Notice to the District to provide the County written notice of the District's decision to reject having the permanent relocation of the District Facilities performed as part of the Project's Construction Contract. If the County does not receive such written notice of rejection within seven (7) days of the Low Bid Notice, and the District timely pays any supplemental deposit amounts required in Section E.6 below, then (a) the District shall be deemed to have approved the additive bid amount for the permanent relocation of the District Facilities submitted by the lowest responsive bid (as determined by the County), (b) the County shall accept said additive bid item, and (c) said relocation of the District Facilities shall be performed as part of the Project's Construction Contract. If the District does provide such written notice of rejection within seven (7) days after date the County provided the Low Bid Notice to the District, or fails to timely pay

any supplemental deposit amounts required in Section E.7. below, this shall result in the following: (a) the Deposit Amount shall be promptly returned to the District (less any reasonable costs incurred by the County for any Relocation Work regarding the District Facilities); (b) the County will not include the additive bid item as part of the Project Construction Contract; and (c) the District shall independently relocate the District Facilities at its own expense in a manner that is consistent with the provisions set forth in Section I of this Agreement.

In the event the County's Public Works Department ever later sends the District a subsequent Low Bid Notice as a result of a bid protest or any other reason whatsoever, the last Low Bid Notice provided to the District shall be considered the only Low Bid Notice for purposes of this Section E, any prior versions of the Low Bid Notice shall be deemed null and void, and all District deadlines identified in this Section E shall be reset based upon the last Low Bid Notice.

5. If the bid amount for the additive bid item for the District Facilities on the lowest responsive bid (as determined by the County) is greater than \$100,000.00, the District must pay the supplemental deposit described in this paragraph in order for the County to be obliged to accept that additive bid. If the bid amount for the additive bid item for the District Facilities on the lowest responsive bid (as determined by the County) is greater than \$100,000.00, the District must pay the County a supplemental deposit in an amount equal to 110% of the amount in excess of \$100,000.00 within fourteen (14) calendar days of the date the County provided the Low Bid Notice to the District. If said supplemental deposit is not received by County by that date, the relocation of the District Facilities will not be part of the Project and the District shall independently relocate the District Facilities at its own expense in a manner that is consistent with the provisions set forth in Section I of this Agreement. The District's obligation to pay a supplemental deposit under this paragraph shall not be conditioned upon a written request by the County, but shall automatically arise from the date the County provided a Low Bid Notice to the District that indicated that the bid price on the additive bid item for the District Facilities on the lowest responsive bid is greater than \$100,000.00.
6. Notwithstanding the foregoing, the County reserves its right to reject all bids for the Project (including the Relocation Work), and to not award any Construction Contract at all. If the County does exercise this right, each Party shall be responsible for bearing its own costs, expenses, and damages relating to this Agreement.
7. If the District does independently relocate the District Facilities, the District shall comply with all applicable laws and regulations, including the obligation to obtain an encroachment permit from the County for any relocation work within any County right-of-way.

F. Adjustments To Deposit Amount

1. In the event the Deposit Amount ever falls below 110% of the County's Third Party Costs ("County 3P Costs") relating to the District Facilities, the County shall have the right to request in writing that the District pay an additional

deposit to the County in an amount that would make the Deposit Amount equal to 110% of said County 3P Costs. (For purposes of this Agreement, "County 3P Costs" shall refer to the Contractor's total bid price for the additive bid item for the relocation of the District Facilities, plus/minus any increases/decreases in the contract price for said work under the Construction Contract per change orders executed by the County in a manner consistent with this Agreement, plus any reasonable costs the County pays an outside consultant for any services relating to said Relocation Work). Within 10 days of being provided such written request from the County, the District shall pay to the County an amount that would make the District's Deposit Amount equal to 110% of said 3P Costs. If the County does not receive a District payment within said time period in an amount sufficient to make the Deposit Amount equal to at least 110% of said County 3P Costs, the County shall be entitled to recover interest from the District on the amount the District failed to so timely pay at the rate of 2% per month.

2. The parties acknowledge that the bid price for the temporary relocation work shall be listed as a separate line item that will be a component part of the base bid price for the County's construction contract. The bid price listed for the temporary relocation work on the lowest responsive bid (as determined by the County) will be considered part of the County 3P Costs.
3. In the event the Deposit Amount ever exceeds 110% of the County 3P Costs for the Relocation Work relating to the District Facilities, the District shall have the right to request in writing a refund of the amount by which the Deposit Amount exceeds 110% of said County 3P Costs. Within 10 days of being provided such written request from the District, the County shall refund to the District an amount that would make the District's Deposit Amount equal to 110% of said County 3P Costs. If the District does not receive a refund payment from the County within said time period in an amount sufficient to make the Deposit Amount equal to no more than 110% of said County 3P Costs, the District shall be entitled to recover interest from the County on the amount the District failed to so timely pay at the rate of 2% per month.

G. Construction of Relocation Work

1. The parties acknowledge that the County shall not be responsible for inspecting any work under the Construction Contract relating to the relocation of any District Facilities, including but not limited to, any testing of any District Facilities relocated pursuant to the Construction Contract. As between the District and the County, the District shall be solely responsible for any and all such inspections.
2. The County will forward to the District any Request for Information ("RFI") it receives from the Contractor pertaining to the construction of the relocation of any District Facilities, and the District shall be obliged to provide a timely response to the County regarding the RFI.
3. The District shall provide, in a timely manner, all inspections necessary to verify that any work under the Construction Contract relating to the relocation of any District Facilities is constructed in conformance with the Construction Contract.

The District shall coordinate any such inspections with the Contractor, and shall have access to the job site to inspect the construction and testing of any such work.

4. The District acknowledges that the Contractor is responsible for the safety of the job site. The District shall hold the County harmless of any claim arising from any injury to District property or personnel which may occur on the job site that is not caused by an act of negligence of the County, a County employee, or an agent of the County. Similarly, if an independent consultant or contractor of the District suffers any injury to person or property while on the job site, the District shall defend and indemnify the County from any and all such claims related thereto unless an act of negligence of the County, a County employee, or an agent of the County caused the injury.
5. The District shall immediately report to the County any substandard or defective work or materials discovered by the District relating to the relocation of any District Facilities that is not in compliance with the Construction Contract. If the County receives such a timely report from the District, the County shall direct the Contractor to repair or replace any such materials or work which the County agrees is substandard or defective. The Parties acknowledge that no inspection performed by the District under this Agreement shall relieve the Contractor of its obligation to perform any work in accordance with the Construction Contract. The District acknowledges that the County's sole and exclusive obligations with respect to any substandard or defective work or materials are set forth in this Agreement. In the event the District fails to immediately report any substandard or defective work or materials to the County, or later discovers any substandard or defective work or materials, the District shall have no claims against the County for any District damages relating to any such substandard or defective work or materials.
6. Prior to making any payment to the Contractor for any work under the Construction Contract relating to the relocation of any District Facilities, the County shall provide written notice to the District regarding the proposed payment amount for work relating to the relocation of any District Facilities. Within five (5) days of being provided said notice, the District shall notify the County in writing of any reasonable objections it has to the proposed payment amount with sufficient particularity so that the Contractor and/or the County can take whatever appropriate actions may be necessary to address the District's objection(s). The District will be deemed to have approved any payment items which are not so objected to in writing within said five (5) day period. In the event the District provides a timely written objection to any payment items, and a payment to the Contractor is denied, delayed or reduced by the County in response to a District objection, the District shall hereby defend, indemnify and hold harmless the County from any and all liability, damages, claims, demands, and costs (including costs of defense and attorney fees) relating to, or arising from, any claims by the Contractor that said denial, delay or reduction in payment was improper or unlawful. Although the County reserves the right to disregard any objection it receives from the District that the County deems to be unreasonable, the District's above obligation to defend, indemnify and hold harmless the County shall apply regardless of the reasonableness of the District's objection.

7. Prior to giving its final approval of any proposed change order for any work under the Construction Contract relating to the relocation of any District Facilities, the County shall notify the District in writing by providing the District a copy of the proposed change order. As expeditiously as reasonably possible, and no later than 48 hours of being provided said notice by email and facsimile, the District shall notify the County in writing (by email and facsimile) of any reasonable objections it has to the proposed change order with sufficient particularity so that the Contractor and/or the County can take whatever appropriate actions may be necessary to address the District's objection(s). The District will be deemed to have approved any proposed change orders which are not so timely objected to in writing. In the event the District provides a timely written objection to any proposed change order, and the proposed change order is denied, delayed or reduced by the County in response to a District objection, the District shall hereby defend, indemnify and hold harmless the County from any and all liability, damages, claims, demands, and costs (including costs of defense and attorney fees) relating to, or arising from, any claims by the Contractor that said denial, delay or reduction was improper or unlawful. Although the County reserves the right to disregard any objection it receives from the District that the County deems to be unreasonable, the District's above obligation to defend, indemnify and hold harmless the County shall apply regardless of the reasonableness of the District's objection.
8. Notwithstanding the foregoing, the Parties recognize that exigent circumstances may arise at the job site where it would be impractical for the County to provide written notice to the District before the County ordered the Contractor to perform work relating to the relocation of District Facilities that is different than that set forth in the Construction Contract. Under such exigent circumstances, the County is not obliged to providing the District with any written notice before ordering the Contractor to perform the changed work. To the extent it is practical, the County shall try to consult with the District under such circumstances.
9. The construction of the relocation of any District Facilities performed under the Construction Contract shall be deemed completed on the earliest "completion" date under Public Contract Code Section 7107(c)). Upon such completion date, the District shall automatically assume full, complete, and sole ownership and control over the District Facilities installed as part of the Construction Contract, and shall be solely responsible for the operation and maintenance of said facilities. The County shall not be responsible for any costs incurred for any Relocation Work on any District Facilities after said completion date, unless said costs are incurred as a result of a breach of an express obligation of the County provided for in this Agreement.
10. The District's failure to provide the County a timely written objection to a proposed payment to the Contractor under Section G.6. above shall constitute an acknowledgement by the District that it is not aware of any substandard or defective work or materials regarding any of the Relocation Work relating to the proposed payment. Prior to making a final payment to the Contractor, the County reserves the right to require that the District provide the County a list of any and all written objections it has provided the County pursuant to Sections G.5. and G.6. above that the District does not believe have been properly resolved. The District

shall provide the County a written response within 5 (five) days of being provided a written notice by the County that the County is exercising its rights under this subsection. The District's written response shall either list and describe any such objections, or simply state that no such objections exist. If the District does not respond within said 5 (five) day period, the District shall be deemed to have acknowledged that no such objections exist.

11. The County's Construction Contract shall require that the District, its directors, officers, and employees be named as additional insured's for the Relocation Work under the general liability and automobile insurance policies of the construction Contractor.
12. The County's Construction Contract shall identify the District as an expressed third-party beneficiary of any and all terms, provisions, plans, specifications and drawings in the Construction Contract relating to any work and materials regarding any District Facilities and the District shall have all rights and remedies against the Contractor for latent and other defects.
13. The Construction Contract shall require the Contractor to defend, indemnify, and save harmless the District, its directors, officers, and employees in the same manner as the County under the Construction Contract.
14. Upon completion of the Project, the District will apply for an encroachment permit from County for any District Facilities within the County right of way. The District will be responsible for all general provisions of the encroachment permit, and the County agrees to issue the District said encroachment permit.

H. District Reimbursement of County Costs

1. The District shall reimburse the County for all reasonable costs incurred by the County relating to the Relocation Work associated with the District Facilities including but not limited to (a) any Relocation Work relating to change orders approved by the County in a manner consistent with the terms of this Agreement, and (b) any amounts the County deems reasonable to pay the Contractor to settle any claims made by the Contractor regarding work under the Construction Contract relating to the relocation of any District Facilities.
2. The Parties agree that the portion of the County's internal costs (i.e. County Staff time) for Project administration work attributable to the Relocation Work (including, but not limited to costs relating to reviewing and assembling the bid package, advertising and evaluating bids, award of contract, pre-construction environmental planning and compliance, processing payments to the Contractor, and other Construction Contract administration) shall be calculated as 10 percent of the construction cost of the relocation of the District Facilities. The District shall reimburse the County for all of the County's 3P Costs (as defined in Section F.1. above).
3. In the event, any reimbursable costs of the County exceed the Deposit Amount, the County shall provide to the District an invoice for said costs relating to the Relocation Work. The District shall remit payment to the County for each such

invoice so that payment is received by the County within 20 days of the District's receipt of the invoice. The District shall owe the County interest on late payments in accordance with Public Contract Code Section 20104.50 (just as if the District was the "local agency" and the County was the "Contractor" under that statute).

I. Restrictions on District's Independent Performance of the Permanent Relocation Work

In the event the permanent relocation of the District's facilities is not performed under the County's construction contract pursuant to the terms of this Agreement, the District shall be responsible for having the permanent relocation independently performed and completed at its own expense. Furthermore, the District shall be responsible for having the permanent relocation independently performed and completed within a four-week (twenty working days) construction "window" in the County construction Contractor's construction schedule. The District shall be provided written notice of the dates of this 20-day construction window at least five days before the commencement of the 20-day construction window. The County shall not be liable for any additional costs incurred by the District if the commencement of the 20-day construction window is delayed due to the Contractor being behind schedule or for any other reason. The provisions of this Section I may be amended by a separate written agreement signed by the District's General Manager and the County Director of Public Works that expressly states that it is amending Section I of this Agreement.

J. General Provisions

1. Time is of the essence. If the District fails to act in a timely manner, and said failure causes the County to incur additional cost under the Construction Contract, the District shall reimburse the County for any and all such costs. Unless otherwise specified, whenever the term "day" or "days" is used herein, it shall mean calendar days.
2. The County reserves the right to not proceed with the Project, or any portion thereof, for any reason. In the event the County exercises such right in writing, no Relocation Work shall be required under this Agreement, and the District shall be obliged to reimburse the County for all costs incurred by the County relating to the Relocation Work up to the date the County provides such written notice.
3. The District shall defend, indemnify and save harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the District that is negligent or otherwise in breach of this Agreement.
4. The County shall defend, indemnify and save harmless the District, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the County that is negligent or otherwise in breach of this Agreement.
5. This Agreement shall not be changed or modified except upon written consent of the parties hereto.

6. Non-enforcement of any term, covenant or provision of the Agreement by either party shall not be considered a waiver by that party of rights under that Agreement or a waiver of any breach of the Agreement. To the extent any conduct of a party is construed as a waiver, the party's waiver of the breach of any one term, covenant or provision of this Agreement shall not be a waiver or a subsequent breach of the same term, covenant or provision of this Agreement or of the breach of any other term, covenant or provision of this Agreement.
7. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo; and such County shall be that venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of, this Agreement. If any action or other proceeding is filed to enforce or interpret this Agreement or any provision herein, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to all other relief, its reasonable attorneys' and expert witnesses' fees, expenses and costs incurred in preparation for such action or proceeding, in pursuing such action or proceeding, on appeal from any such action or proceeding, and in collecting any monetary award resulting from such action or proceeding.
8. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Unless otherwise provided, all notices herein required shall be in writing, shall be delivered either by email or United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows:

First Class Mail Delivery
Department of Public Works
Room 207 County Government Center
San Luis Obispo, CA 93408
Attn: Dave Flynn, Deputy Director
Kidd Immel, PE

-Or-

Email Delivery
dflynn@co.slo.ca.us
pwd@co.slo.ca.us
kimmel@co.slo.ca.us

Or Facsimile (Fax)805 781-1229

Notices required to be given to District shall be addressed as follows:

First Class Mail Delivery
Oceano Community Services District
1655 Front Street

Oceano, CA 93445
Attn: Paavo Ogren, General Manager
-Or-

Email Delivery
paavo@oceanocsd.org
office@oceanocsd.org

Or Facsimile (Fax)805 481-6836

Notices sent by email or facsimile (fax) shall be deemed provided to, and received by, the other Party when the email or facsimile (fax) was properly sent. Notices sent by first-class U.S. mail shall be deemed provided to the other Party on the third business day after it was sent. If this Agreement specifically provides notice by email and facsimile, such notices will not be deemed provided by any other means.

10. This Agreement is intended by the parties as a final expression of their understanding with respect to the matters contained herein and is a complete and exclusive statement of the terms and conditions thereof.
11. The time for the parties to commence and/or complete their obligations required by this Agreement shall be extended for such period reasonably necessary to take into account any delays caused by riots, insurrections, martial law, civil commotion, war, flood, earthquakes or other acts of God.
12. Each party to this Agreement agrees to do all things that may be necessary, including without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.
13. The parties acknowledge that each party and its attorneys have reviewed, negotiated and revised this Agreement; and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.
14. Unless this Agreement (or other applicable law) specifically requires an action by the County Board of Supervisors, all County actions under this Agreement are delegated to the County Director of Public Works (or the Director's designee). Unless this Agreement (or other applicable law) specifically requires an action by the District's Board, all District actions under this Agreement are delegated to the District's General Manager (or the General Manager's designee).
15. This Agreement is effective as of the date it is fully executed by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below.

Oceano Community Services District

BY: *Karen M. White*

DATE: 9/25/17

ATTEST:

BY: *C. C. J.*
Clerk of the District

DATE: 9/25/17

COUNTY OF SAN LUIS OBISPO

BY: *John A. Bolognini*
Chairperson of the Board of Supervisors
County of San Luis Obispo
State of California

DATE: December 5, 2017

ATTEST:

BY: TOMMY GONG
County Clerk and Ex-Officio Clerk
of the Board of Supervisors
County of San Luis Obispo
State of California *by: Sandy Currons*
Deputy Clerk

DATE: December 5, 2017

APPROVED AS TO FORM AND LEGAL EFFECT

RITA NEAL
COUNTY COUNSEL

BY: *Rita Neal*
Deputy County Counsel

DATE: 11/6/17

BY: *[Signature]*
District Counsel

DATE: Oct. 2 2017

**OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO: 2018 - __**

**A RESOLUTION TO REJECT THE ADDITIVE BID IN THE COUNTY AIR PARK DRIVE
PROJECT AND TO REJECT ALL BIDS RESPONSIVE TO THE DISTRICT'S
INDEPENDENT BID OF THE AIR PARK DRIVE PROJECT WORK**

WHEREAS, on September 13, 2017 the Oceano Community Services District (“District”) Board of Directors approved a Reimbursement Agreement with the County of San Luis Obispo relating to the County’s Air Park Drive Bridge Replacement Project (“Air Park Project”), which requires the District to relocate certain existing water and wastewater infrastructure that conflicts with the County’s project design; and

WHEREAS, the Reimbursement Agreement provided the District’s permanent utility modifications be included in the scope of work for the County’s Air Park Project as an additive item and further provided the District authority to reject the bid price on the additive bid; and

WHEREAS, the Reimbursement Agreement also provided the District with the ability to alternatively bid the permanent relocation work to obtain competitive bids; and

WHEREAS, on or about March 22, 2018, the District independently went out for bid on the District scope of work related to the Air Park Drive Project (“Independent Bid”) wherein the District reserved the right to reject all bids and self-perform the work as provided by Public Contract Code Section 22038; and

WHEREAS, pursuant to the Reimbursement Agreement, the County has provided the District written notice as to the lowest responsive bidder as determined by the County’s Public Works Department and the District has determined to reject having the District relocation work included as an additive item in the County’s Construction Contract; and

WHEREAS, on April 5, 2015, the District opened, received, and considered the bids submitted in response to the District’s Independent Bid; and

WHEREAS, based upon the documents, staff report, information, and public input provided to and duly considered by the District at the time of the adoption of this Resolution, the District has determined and declares the District scope of work for the Air Park Project can be more economically performed by employees of the District; and

WHEREAS, pursuant to Section 22038 of the Public Resources Code, upon the passage of a four-fifths vote of the District declaring that the project can be performed more economically by the employees of the District, all bids may be rejected and the District may self-perform the subject work; and

WHEREAS, the District has confirmed that notice to the apparent low bidder of the Independent Bid has been timely provided in compliance with Section 22038 of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Oceano Community Services District that:

1. Pursuant to Reimbursement Agreement Section E.3, the District hereby directs the District General Manager to provide the County with timely written notice that the District is rejecting having the permanent relocation of the District facilities performed as part of the County's Project's Construction Contract.
2. The District finds and declares that the District scope of work for the Air Park Project can be performed more economically by the employees of the District.
3. Pursuant Section 22038 of the Public Resources Code and upon a four fifths vote of the District, the District rejects all bids submitted in response to the District's Independent Bid and authorizes the District General Manager to notify said bidders.
4. The District General Manager is granted authority to comply with all other requirements of the Reimbursement Agreement in order to effectuate the rejection of the additive item.
5. The District General Manager is authorized to proceed with the coordination necessary to prepare for the District's performance of the relocation work as identified herein and in the Reimbursement Agreement.

PASSED AND ADOPTED by the Board of Directors of the Oceano Community Services District on April 11, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

President, Board of Directors
of the Oceano Community Services District

ATTEST:

Board Secretary of the
Oceano Community Services

APPROVED AS TO FORM:

Jeffrey A. Minnery, District Counsel

Oceano Community Services District

Engineer's Opinion of Probable Costs included in Bid Package for Project 2018-01

UTILITY RELOCATION FOR AIRPARK DRIVE BRIDGE PROJECT - ESTIMATED COST OF CONSTRUCTION - PERMANENT UTILITIES PHASE				
Scope Item	Quantity	Unit	Cost per Unit	Total Estimated Cost
Wastewater Bid Item				
6" PVC Sewer Pipe - Buried - 6' Depth	150	LF	\$80.00	\$12,000.00
6" Ductile Iron Sewer Pipe - Hanging from Bridge	80	LF	\$60.00	\$4,800.00
Excavation	60	CY	\$40.00	\$2,400.00
Bedding + Pipe Zone Backfill	12	CY	\$60.00	\$697.50
Slurry Backfill	48	CY	\$140.00	\$6,772.50
Pavement Restoration (Covered as a part of the bridge installation)	0	SF	\$20.00	\$0.00
Shoring and Bracing	150	LF	\$40.00	\$6,000.00
Connection at New Manhole	1	EA	\$2,500.00	\$2,500.00
Wastewater Bid Item Subtotal				\$35,170.00
15% Contingency				\$5,275.50
Wastewater Bid Item Total				<u>\$40,445.50</u>
Water Bid Item				
8" PVC Water Pipe - Buried - 6' Depth	105	LF	\$90.00	\$9,450.00
8" Ductile Iron Water Pipe - Hanging from Bridge	80	LF	\$70.00	\$5,600.00
Excavation	42	CY	\$40.00	\$1,680.00
Bedding + Pipe Zone Backfill	8	CY	\$60.00	\$488.25
Slurry Backfill	34	CY	\$140.00	\$4,740.75
Pavement Restoration (Covered as a part of the bridge installation)	0	SF	\$20.00	\$0.00
Shoring and Bracing	105	LF	\$40.00	\$4,200.00
Water Bid Item Subtotal				\$26,159.00
15% Contingency				\$3,923.85
Water Bid Item Total				<u>\$30,082.85</u>
Estimated Total - Permanent Utilities				<u>\$70,528.35</u>
Engineer's Opinion of Probable Costs included in Bid Package for Project 2018-01				<u>\$71,000.00</u>

* This work will be bid by the County as an additive alternate to the Airpark Bridge Project. Additionally, OCSD will put this portion of work out to separate, alternate bid.

Oceano Community Services District - Project Ledger Card

Air Park Drive Utility Relocation Project

Project No: 2018-01

Project Codes: 02-5-4400-442 & 03-5-4500-442

Direct Costs - Labor	RATE	UNIT	HOURS	GRAND TOTAL
Utility Systems Supervisor	\$ 81.09	HR	160	\$ 12,974.82
Utility Systems Operator III	\$ 58.74	HR	160	\$ 9,398.53
Utility Systems Operator III	\$ 55.72	HR	160	\$ 8,914.42
Operator In Training (30% Overhead Included)	\$ 51.63	HR	160	\$ 8,260.19
Total Labor			640	\$ 39,547.96

Direct Costs - Equipment	RATE	UNIT	QTY	GRAND TOTAL
DUMP TRUCK	\$45.02	HR	80	\$3,601.60
OCSO BACK HOE	\$26.99	HR	80	\$2,159.20
SERVICE TRUCK	\$24.98	HR	80	\$1,998.40
VACTOR/ JETER	\$39.62	HR	80	\$3,169.60
SAW CUTTER	\$17.81	HR	16	\$284.96
BLADE	\$0.18	LF	600	\$108.00
COMPACTOR	\$8.41	HR	80	\$672.80
SHORING	\$610.00	WK - 12 ft Units	4	\$2,440.00
Equipment Direct Costs				\$14,434.56
30% Overhead - PCC22017			30%	\$4,330.37
Equipment w/ Overhead				\$18,764.93

Materials/ Supplies/ Other Force Account	QUANTITY	UNIT	RATE	GRAND TOTAL
Wastewater Items				
Construction Staking - Survey	1	LS	250	\$1,000.00
Cortix - Pipes & Misc Supplies (See attached)	VARIOUS	VARIOUS	VARIOUS	\$4,362.16
Force Main - 6" Expansion Fitting	1	EA	\$3,553.00	\$3,553.00
Connection at New Manhole - Coring	1	EA	\$500.00	\$500.00
Bedding + Pipe Zone Backfill	12	CY	\$60.00	\$720.00
Slurry Backfill	48	CY	\$140.00	\$6,720.00
Wastewater Item Subtotal				\$16,855.16
30% Overhead - PCC 22017				\$5,056.55
Wastewater Bid Item Total				\$21,911.71
Water Items				
Construction Staking - Survey	1	LS	250	\$1,000.00
Cortix - Pipes & Misc Supplies (See attached)	VARIOUS	VARIOUS	VARIOUS	\$7,177.95
Force Main - 8" Expansion Fitting	1	EA	\$6,940.00	\$6,940.00
Bedding + Pipe Zone Backfill	8	CY	\$60.00	\$480.00
Slurry Backfill	34	CY	\$140.00	\$4,760.00
Water Item Subtotal				\$20,357.95
30% Overhead - PCC 22017				\$6,107.39
Water Bid Item Total				\$26,465.34
Estimated Total - Materials, Supplies & Other Force Account				\$48,377.04

TOTAL ESTIMATED PROJECT COSTS (Self Perform by Oceano CSD)

\$106,689.93

Oceano CSD - Personnel Costs

Project # 2018-01

Project Codes: 02-5-4400-442 & 03-5-4500-442

April 11, 2018

	Utility Systems Supervisor	Utility Systems Operator III	Utility Systems Operator III	Operator In Training
Annual Available hours	2,080	2,080	2,080	2,080
Vacation Leave	(120.00)	(120.00)	(96.00)	(96.00)
Sick Leave	(96.00)	(96.00)	(96.00)	(96.00)
Holiday /Floating Leave	(104.00)	(104.00)	(104.00)	(104.00)
Bereavement/Jury Duty	(40.00)	(40.00)	(40.00)	(40.00)
Training	(40.00)	(40.00)	(40.00)	(40.00)
Actual Available Hours	1,680	1,680	1,704	1,704

	Utility Systems Supervisor	Utility Systems Operator III	Utility Systems Operator III	Operator In Training
Hourly Rate as of 11/29/17	\$ 37.14	\$ 27.49	\$ 24.93	\$ 22.12
Annual wages @ 2080 Hours	\$ 77,251.20	\$ 57,179.20	\$ 51,854.40	\$ 46,009.60

Annual Wages @ 2080 Hours	\$ 77,251.20	\$ 57,179.20	\$ 51,854.40	\$ 46,009.60
Health Benefits	\$11,643.60	\$6,105.60	\$14,400.00	\$14,400.00
Pension Benefits	\$11,910.59	\$8,815.89	\$ 3,387.65	\$3,872.73
Fringe Benefits (SDI, UI, Worker Comp)	\$3,991.20	\$3,810.55	\$3,387.65	\$3,387.65
Annual Wages w/ Benefits	\$ 104,796.59	\$ 75,911.24	\$ 73,029.70	\$ 67,669.98
Hourly Rate @Estimated Working Hours	\$ 62.38	\$ 45.19	\$ 42.86	\$ 39.71

Hourly Rate	\$ 62.38	\$ 45.19	\$ 42.86	\$ 39.71
CUCCAC Rate Development & Allocation of Overhead* @ 30%	\$ 18.71	\$ 13.56	\$ 12.86	\$ 11.91
CUCCAC Productive Hourly Rates	\$ 81.09	\$ 58.74	\$ 55.72	\$ 51.63

Corix Water Products (US) Inc.

QUOTATION

2350 WESTGATE ROAD
 Santa Maria, CA 93455-1046
 USA
 Tel: 805-354-0378
 Fax: 805-287-9605
 www.corix.com



Sales Quote Number: 1771207956
Sales Quote Date: 04/11/18
Version No.: 1
Page: 1

Quote To: OCEANO COMMUNITY SERVICES DISTRICT
 1655 FRONT STREET
 PO BOX 599
 OCEANO, CA 93445
 USA
 Tel: 805-481-6730
 Fax: 805-481-6836

Ship To: OCEANO COMMUNITY SERVICES DISTRICT
 1655 FRONT STREET
 PO BOX 599
 OCEANO, CA 93445
 USA

Customer No.	OCECOM	Closing Date		Project	
Terms	Net 30 days	Bid Date		Engineer	
Ship Via		Ordered By		Cust Job No.	
Ship Method		SalesPerson	Anthony Razo	Cust Job Desc.	
F.O.B.		Creator	Anthony Razo	Cust PO No.	
Printed	ARAZO	04/11/2018	01:13 PM		

Item No.	Description	Purch. Code	Unit	Quantity	Unit Price	Total Price
RCALPHA0910	8 ROMAC ALPHA COUPLING 860-910		EA	2	310.00	620.00
C9U1408	8 DR14 C900 CL305 PIPE		FT	140	9.75	1,365.00
WWIMJ4508	8 MJ 45 ELL IMP		EA	4	68.00	272.00
WWI150008	8 EBAA MEGA LUG C900 KIT		EA	10	60.00	600.00
WWIMJF4508	8 MJXFLG 45 EL IMP		EA	4	123.00	492.00
SPL08X0500FF	8X5'0 FXF DI SPOOL		EA	2	339.00	678.00
NBBLTS08316	8 316SS BOLT UP SET 150#		EA	4	24.00	96.00
NBGARG108	8 RING NON-ASBESTOS 1/16 GASKET 150#		EA	4	4.00	16.00
DIFTACIP08350	8 ACIP FASTITE CL350 DI PIPE NO ZINC		FT	100	17.25	1,725.00
AGBRIPIRG08	8 ROMAC PIRANHA GASKET		EA	5	85.00	425.00
WWI140008	8 EBAA MEGA LUG DI KIT		EA	2	60.00	120.00
C9U1406	6 DR14 C900 CL305 PIPE		FT	160	5.70	912.00
WWIMJ4506	6 MJ 45 ELL IMP		EA	2	47.00	94.00
WWI150006	6 EBAA MEGA LUG C900 KIT		EA	5	46.00	230.00
WWIMJF4506	6 MJXFLG 45 EL IMP		EA	4	64.00	256.00
SPL06X0500FF	6X5'0 FXF DI SPOOL		EA	2	210.00	420.00
WWI140006	6 EBAA MEGA LUG DI KIT		EA	2	40.00	80.00
DIFTACIP06350050	6 ACIP FASTITE CL350/CL50 DI PIPE NO ZINC		FT	100	12.00	1,200.00
AGBRIPIRG06	6 ROMAC PIRANHA GASKET		EA	5	65.00	325.00
NBBLTS06316	6 316SS BOLT UP SET 150#		EA	4	25.00	100.00
NBGARG106	6 RING NON-ASBESTOS 1/16 GASKET 150#		EA	4	2.25	9.00
RCALPHA0700	6 ROMAC ALPHA COUPLING 660-700		EA	1	270.00	270.00

QUOTATION



Quote To: OCEANO COMMUNITY SERVICES DISTRICT

Sales Quote Number: 1771207956

Sales Quote Date: 04/11/18

Version No.: 1

Page: 2

Item No.	Description	Purch. Code	Unit	Quantity	Unit Price	Total Price
WCUW14UF0500BLU	#14 1 COND UF WIRE BLUE 500'		FT	500	0.12	60.00
CTAPE03DETW	3 DETECTABLE TAPE BLUE WATER		FT	1,000	0.03	25.00
WWSDL202BS0905IP7	8X2IP FORD 202BS SDL PVC 905-905		EA	1	155.00	155.00
WWFB50020NL	2 FORD MIP X MIP BALLCORP NL		EA	1	215.00	215.00

Taxable Amount
10,760.00

Tax Exempt Amount
0.00

Subtotal: 10,760.00

Total Sales Tax: 780.11

Total: 11,540.11

Thank you for the opportunity to quote. This quote prepared for you by:

Anthony Razo

Tel: 805-354-0378

Anthony.Razo@corix.com

THIS QUOTATION IS VALID FOR THE IDENTIFIED CUSTOMER ONLY AND DOES NOT CONSTITUTE AN OFFER TO SELL. ALL QUOTATIONS ARE SUBJECT TO APPROVAL OF CREDIT. CORIX ACCEPTS NO RESPONSIBILITY FOR THE CORRECTNESS OR COMPLETENESS OF MATERIAL QUOTED. F.O.B. POINT & PRICES ARE BASED ON ALL ITEMS AND QUANTITIES QUOTED UNLESS OTHERWISE NOTED.

ALL PRICES ARE FIRM FOR ACCEPTANCE WITHIN 30 DAYS OF QUOTATION DATE



April 17, 2018

**VIA EMAIL (paavo@oceanocsd.org) AND
CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Paavo Ogren, General Manager
Oceano Community Services District
1655 Front Street
Oceano, CA 93445

SUBJECT: REIMBURSEMENT AGREEMENT "LOW BID NOTICE" TO OWNER
Project: Oceano Beach Lagoon Bridge at Air Park Drive, Oceano
County Project Number: 300430, Federal Aid Project No.: BRLO-5949(129)
UT No. 05-UT-300430-01

Dear Mr. Ogren,

In accordance with the Reimbursement Agreement dated December 5, 2017 between the County of San Luis Obispo and the Oceano Community Services District (OCSD) under Item E. 3. of said Agreement, the County hereby provides written notice to the OCSD that the County has determined that Granite Construction Company (Granite) has provided the lowest responsive bid. The permanent relocation of the OCSD facilities are included in Additive Bid Item 1 of the Bid Form. The bid for Additive Bid Item 1 by Granite was \$165,000. A copy of the bid results is attached to this letter for your reference.

In accordance with Item E.4 of the Reimbursement Agreement, OCSD shall have seven (7) days from the date the County has provided this Low Bid Notice to provide the County written notice of the OCSD's decision to reject the permanent relocation of the District Facilities performed as part of the Project's Construction Contract. As stipulated in Item E.4 of the agreement, if the County does not receive such written notice of rejection within seven (7) days of the Low Bid Notice, and the OCSD timely pays any supplemental deposit amounts required in the agreement, then the District shall be deemed to have approved the additive bid amount for the permanent relocation of the District Facilities submitted by Granite, and the County shall accept said Additive Bid Item.

Sincerely,

DAVE FLYNN, P.E.
Deputy Director of Public Works

Attachment: Bid Results

c (via email only): Jeff Werst, Design Engineer,
Kidd Immel, Project Manager.
Joe Morris, Utility Coordination

L:\Design\2018\April\300430 OCSD Low Bid Notice .docx.jwerst.taw

County of San Luis Obispo Department of Public Works

County Govt Center, Room 206 | San Luis Obispo, CA 93408 | (P) 805-781-5252 | (F) 805-781-1229

Bid Results

AIR PARK DR OVER OCEANO LAGOON BRIDGE REPLACEMENT
 OCEANO, CA
 CONTRACT NO. 300430
 PROJECT MANAGER: KIDD IMMEL

PROJECT ENGINEER: DRAKE HAGLAN
 FORMAL BID - 04/05/2018

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	BID 1		BID 2		BID 3	
					UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS	UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS	UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1	50000	CONSTRUCTION STAKING	1	LS	LUMP SUM	\$ 15,000.00	LUMP SUM	\$ 7,700.00	LUMP SUM	\$ 50,000.00
2	66001	FIELD OFFICE (JOB SITE TRAILER)	1	LS	LUMP SUM	\$ 15,000.00	LUMP SUM	\$ 29,000.00	LUMP SUM	\$ 25,000.00
3	70000	EXCAVATION SAFETY	1	LS	LUMP SUM	\$ 500.00	LUMP SUM	\$ 2,200.00	LUMP SUM	\$ 300,000.00
4	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	\$ 3,850.00	LUMP SUM	\$ 3,520.00	LUMP SUM	\$ 4,000.00
5	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	\$ 2,500.00	LUMP SUM	\$ 4,300.00	LUMP SUM	\$ 7,000.00
6	130001	TEMPORARY DEWATERING/WATER DIVERSION	1	LS	LUMP SUM	\$ 170,000.00	LUMP SUM	\$ 190,000.00	LUMP SUM	\$ 205,000.00
7	130100	JOB SITE MANAGEMENT	1	LS	LUMP SUM	\$ 3,000.00	LUMP SUM	\$ 14,000.00	LUMP SUM	\$ 12,000.00
8	130200	PREPARE WATER POLLUTION CONTROL PLAN	1	LS	LUMP SUM	\$ 650.00	LUMP SUM	\$ 12,650.00	LUMP SUM	\$ 2,000.00
9	130620	TEMPORARY DRAINAGE INLET PROTECTION	2	EA	\$ 375.00	\$ 750.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00
10	130640	TEMPORARY FIBER ROLL	1050	LF	\$ 4.00	\$ 4,200.00	\$ 7.18	\$ 7,539.00	\$ 5.00	\$ 5,250.00
11	130710	TEMPORARY CONSTRUCTION ENTRANCE	3	EA	\$ 2,750.00	\$ 8,250.00	\$ 2,300.00	\$ 6,900.00	\$ 1,800.00	\$ 5,400.00
12	130900	TEMPORARY CONCRETE WASHOUT	1	LS	LUMP SUM	\$ 5,000.00	LUMP SUM	\$ 2,100.00	LUMP SUM	\$ 2,000.00
13	150608	REMOVE CHAIN LINK FENCE	65	LF	\$ 40.00	\$ 2,600.00	\$ 10.00	\$ 650.00	\$ 25.00	\$ 1,625.00
14	150740	REMOVE ROADSIDE SIGN	9	EA	\$ 140.00	\$ 1,260.00	\$ 140.00	\$ 1,260.00	\$ 210.00	\$ 1,890.00
15	150771	REMOVE ASPHALT CONCRETE DIKE	260	LF	\$ 4.00	\$ 1,040.00	\$ 4.00	\$ 1,040.00	\$ 6.00	\$ 1,560.00
16	152320	RESET ROADSIDE SIGN	3	EA	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 400.00	\$ 1,200.00
17	152390	RELOCATE ROADSIDE SIGN	2	EA	\$ 200.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00
18	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	420	SQYD	\$ 10.00	\$ 4,200.00	\$ 13.00	\$ 5,460.00	\$ 15.00	\$ 6,300.00
19	153240	REMOVE CONCRETE (CURB, GUTTER & SIDEWALK)	50	CY	\$ 75.00	\$ 3,750.00	\$ 180.00	\$ 9,000.00	\$ 120.00	\$ 6,000.00
20	157550	BRIDGE REMOVAL	1	LS	LUMP SUM	\$ 80,000.00	LUMP SUM	\$ 37,000.00	LUMP SUM	\$ 75,000.00
21	160102	CLEARING AND GRUBBING	1	LS	LUMP SUM	\$ 75,000.00	LUMP SUM	\$ 22,000.00	LUMP SUM	\$ 60,000.00
22	190101	ROADWAY EXCAVATION	540	CY	\$ 75.00	\$ 40,500.00	\$ 57.00	\$ 30,780.00	\$ 60.00	\$ 32,400.00
23	192003	STRUCTURE EXCAVATION (BRIDGE)	240	CY	\$ 20.00	\$ 4,800.00	\$ 120.00	\$ 28,800.00	\$ 300.00	\$ 72,000.00
24	193003	STRUCTURE BACKFILL (BRIDGE)	80	CY	\$ 125.00	\$ 10,000.00	\$ 442.00	\$ 35,360.00	\$ 300.00	\$ 24,000.00
25	198010	IMPORTED BORROW	250	CY	\$ 8.00	\$ 2,000.00	\$ 50.00	\$ 12,500.00	\$ 45.00	\$ 11,250.00
26	205002	BIORETENTION FACILITY	930	SQFT	\$ 10.00	\$ 9,300.00	\$ 16.00	\$ 14,880.00	\$ 15.00	\$ 13,950.00
27	210350	FIBER ROLL	410	LF	\$ 5.00	\$ 2,050.00	\$ 7.00	\$ 2,870.00	\$ 5.00	\$ 2,050.00
28	210430	HYDROSEED	3300	SF	\$ 1.00	\$ 3,300.00	\$ 0.77	\$ 2,541.00	\$ 2.00	\$ 6,600.00
29	260203	CLASS II AGGREGATE BASE	345	CY	\$ 65.00	\$ 22,425.00	\$ 62.00	\$ 21,390.00	\$ 110.00	\$ 37,950.00
30	390132	HOT MIX ASPHALT (TYPE A)	290	TON	\$ 150.00	\$ 43,500.00	\$ 141.00	\$ 40,890.00	\$ 170.00	\$ 49,300.00
31	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	220	LF	\$ 25.00	\$ 5,500.00	\$ 9.00	\$ 1,980.00	\$ 15.00	\$ 3,300.00
32	490605	36" CAST-IN-DRILLED-HOLE CONCRETE PILING	547	LF	\$ 800.00	\$ 437,600.00	\$ 720.00	\$ 393,840.00	\$ 820.00	\$ 448,540.00
33	510001	SIDEWALK UNDERDRAIN	1	LS	LUMP SUM	\$ 3,500.00	LUMP SUM	\$ 4,800.00	LUMP SUM	\$ 2,500.00
34	510053	STRUCTURAL CONCRETE, BRIDGE	150	CY	\$ 1,000.00	\$ 150,000.00	\$ 1,437.00	\$ 215,550.00	\$ 1,000.00	\$ 150,000.00
35	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	315	CY	\$ 1,000.00	\$ 315,000.00	\$ 1,033.00	\$ 325,395.00	\$ 1,450.00	\$ 456,750.00
36	520102	BAR REINFORCING STEEL (BRIDGE)	136000	LB	\$ 1.50	\$ 204,000.00	\$ 1.69	\$ 229,840.00	\$ 1.85	\$ 251,600.00
37	710228	ADJUST COUNTY OWNED SEWER MANHOLE TO GRADE	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,200.00	\$ 1,200.00
38	730070	DETECTABLE WARNING SURFACE	36	SQFT	\$ 50.00	\$ 1,800.00	\$ 42.00	\$ 1,512.00	\$ 50.00	\$ 1,800.00
39	730010	MINOR CONCRETE (RETAINING CURB)	125	LF	\$ 30.00	\$ 3,750.00	\$ 46.00	\$ 5,750.00	\$ 65.00	\$ 8,125.00
40	731504	MINOR CONCRETE (CURB AND GUTTER(TYPE A))	17	CY	\$ 850.00	\$ 14,450.00	\$ 1,020.00	\$ 17,340.00	\$ 900.00	\$ 15,300.00
41	731516	MINOR CONCRETE (DRIVEWAY)	10	CY	\$ 850.00	\$ 8,500.00	\$ 743.00	\$ 7,430.00	\$ 950.00	\$ 9,500.00
42	731521	MINOR CONCRETE (SIDEWALK)	19	CY	\$ 850.00	\$ 16,150.00	\$ 1,100.00	\$ 20,900.00	\$ 850.00	\$ 16,150.00
43	731623	MINOR CONCRETE (CURB RAMP)	2	CY	\$ 1,000.00	\$ 2,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,200.00	\$ 2,400.00
44	750501	MISCELLANEOUS METAL (BRIDGE)	1400	LB	\$ 10.00	\$ 14,000.00	\$ 20.00	\$ 28,000.00	\$ 8.00	\$ 11,200.00
45	770001	SALVAGE LIGHT	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,925.00	\$ 3,850.00	\$ 1,800.00	\$ 3,600.00
46	780001	RELOCATE BOLLARD	2	EA	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 1,600.00	\$ 3,200.00
47	780433	PAINT CURB (2 COAT) (RED)	200	SQFT	\$ 10.00	\$ 2,000.00	\$ 3.30	\$ 660.00	\$ 6.00	\$ 1,200.00
48	800365	CHAIN LINK FENCE (TYPE CL-6) (SLATTED)	60	LF	\$ 35.00	\$ 2,100.00	\$ 55.00	\$ 3,300.00	\$ 100.00	\$ 6,000.00
49	820410	SALVAGE ROADSIDE SIGN	4	EA	\$ 140.00	\$ 560.00	\$ 165.00	\$ 660.00	\$ 210.00	\$ 840.00
50	820840	ROADSIDE SIGN - ONE POST	1	EA	\$ 360.00	\$ 360.00	\$ 330.00	\$ 330.00	\$ 450.00	\$ 450.00
51	830001	AESTHETIC BARRIER	237	LF	\$ 435.00	\$ 103,095.00	\$ 355.00	\$ 84,135.00	\$ 365.00	\$ 86,505.00
52	840515	THERMOPLASTIC PAVEMENT MARKING	30	SQFT	\$ 15.00	\$ 450.00	\$ 55.00	\$ 1,650.00	\$ 60.00	\$ 1,800.00
53	---	HERBICIDE APPLICATION	1	LS	LUMP SUM	\$ 1,000.00	LUMP SUM	\$ 1,650.00	LUMP SUM	\$ 2,500.00
54	---	TEMPORARY SEWER BYPASS***	1	LS	LUMP SUM	\$ 75,000.00	LUMP SUM	\$ 71,000.00	LUMP SUM	\$ 75,000.00
55	999990	MOBILIZATION	1	LS	LUMP SUM	\$ 210,950.00	LUMP SUM	\$ 169,000.00	LUMP SUM	\$ 210,000.00
TOTAL BASE BID						\$ 2,113,340.00		\$ 2,142,852.00		\$ 2,792,185.00

ADDITIVE BID ITEM 1

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS	UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS	UNIT PRICE= (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
56	---	OCSO FACILITY RELOCATIONS***	1	LS	LUMP SUM	\$ 165,000.00	LUMP SUM	\$ 67,000.00	LUMP SUM	\$ 210,000.00

AIR PARK DR OVER OCEANO LAGOON BRIDGE REPLACEMENT
 OCEANO, CA
 CONTRACT NO. 300430
 PROJECT MANAGER: KIDD IMMEL

PROJECT ENGINEER: DRAKE HAGLAN
 FORMAL BID - 04/05/2018

	BID 1 Granite Construction Company P. O. Box 6744	BID 2 Souza Engineering Contracting, Inc. dba Souza Construction, Inc. P. O. Box 3810	BID 3 R. Burke Corporation P. O. Box 957
TOTAL ADDITIVE BID ITEM 1	\$ 165,000.00	\$ 67,000.00	\$ 210,000.00
GRAND TOTAL BASE BID PLUS ADDITIVE BID ITEMS	\$ 2,278,340.00	\$ 2,209,852.00	\$ 3,002,185.00

BID CHECK DATE: 4/5/2018

LEGEND: Highlighted = Math Error

DESIGNATION OF SUBCONTRACTORS – BASE BID

In accordance with the provisions of Public Contract Code section 4100 et seq., the undersigned bidder sets forth the following:

- a. The name, location of the place of business, and California contractor's license number of each Subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's Total Bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.*
- b. The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.

Bid Item No.	Description of Trade/Portion of Work	Subcontractor Name	License No.	DIR Reg No.**	Business Address	Percent of Total Bid
6	Prepare WPCP	LA Firma		100005131	110 S ALABAMA AVE HIDALGO CA 93444	< 1%
4, 14, 16 17, 49, 50	CONCRETE SIGNS ROADSIDE SIGNS	CONCRETE SIGNS TRAFFIC SAFETY	1020033	1000045318	PO BOX 1376 HAWTHORNE, CA 92346	< 1%
36 51	Reinforcing Steel (P)Arithmetic Barrier	Vista Steel	257955	100009712	6106 W. Fincher Balford Rd. GOLITA, CA 93117	9% < 1%
32 55	36" CI/PI PILING Mobilization	Sacramento Drilling	759193	1000004496	1143 Blumenthal Dr Sacramento CA 95815	14% 3%

By: GRANITE CONSTRUCTION COMPANY
(Bidder's Company Name)

NOTES: *When there is a failure to list a Subcontractor as required, or when the bidder lists two Subcontractors for the same portion of the work, the law provides that the bidder agrees that bidder is fully qualified to perform that portion itself, and that the bidder shall perform that portion itself. In such case, bidder must be authorized to perform said work. Any Bid not complying with the provisions hereof may be rejected.

**Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bid Forms

FED-26

Contract No. 300430

DESIGNATION OF SUBCONTRACTORS – ADDITIVE BID

In accordance with the provisions of Public Contract Code section 4100 et seq., the undersigned bidder sets forth the following:

- a. The name, location of the place of business, and California contractors license number of each Subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's Total Bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.*
- b. The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.

Bid Item No.	Description of Trade/Portion of Work	Subcontractor Name	License No.	DIR Reg No.**	Business Address	Percent of Total Bid

By: (Bidder's Company Name) GRANITE CONSTRUCTION COMPANY

NOTES: *When there is a failure to list a Subcontractor as required, or when the bidder lists two Subcontractor for the same portion of the work, the law provides that the bidder agrees that bidder is fully qualified to perform that portion itself, and that the bidder shall perform that portion itself. In such case, bidder must be authorized to perform said work. Any Bid not complying with the provisions hereof may be rejected.

** Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.