HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT

PUBLIC NOTICE<br>Special Meeting of the:<br>Honey Lake Valley Resource Conservation District<br>170 Russell Ave. Suite C<br>Susanville, CA 96130<br>5302574127 ext. 100

Attachments available 10/04/2023 at www.honeylakevalleyrcd.us

Date: Friday, October $6^{\text {th }}, 2023$<br>Location: 170 Russell Ave., Suite C, Susanville, CA 96130

Time: $\quad$ 5:30 PM

## AGENDA

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.
I. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL
II. APPROVAL OF AGENDA

Tie to the Strategic Plan: Strategic Issue 1 - Build HLVRCD leadership \& organizational capacity.

## III. PUBLIC COMMENT

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

## IV. AGENDA ITEMS

A. Consideration and approval of Old Channel Project Request for Proposal Contractor Award. (attachment).

Tie to the Strategic Plan: Strategic Issue 1 - Build HLVRCD leadership \& organizational capacity.
B. Consideration and approval of WM Side-By-Side Purchase (attachment).

Tie to the Strategic Plan: Strategic Issue 1 - Build HLVRCD leadership \& organizational capacity.

## V. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be October 26th, 2023 at 5:30 PM. The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Wednesday October $4^{\text {th }}, 2023$ agendas were posted as required by Government Code Section 54956 and any other applicable law.


Kelsey Siemer
District Manager

September 25, 2023

Kelsey Siemer
District Manager
Honey Lake Valley RCD
170 Russell Avenue, Suite C
Susanville, CA 96130
RE: Recommendation of Award
Old Channel Irrigation Realignment and Piping Project
CA DWR Grant \#4600014622

Dear Kelsey:
On September 21, 2023, sealed bids were received for the Old Channel Irrigation Realignment and Piping Project in Susanville, CA. Four bids were received, and J-U-B is recommending that the project be awarded to the lowest responsive bidder, M.A. Steiner Construction, Inc.

Price Analysis:
Four quotes were received and are summarized in the following table:

| Contractor | Location | Total Bid | \% Within <br> Estimate |
| :--- | :--- | ---: | ---: |
| Engineer's Opinion of Probable Cost |  | $\$ 2,558,080.00$ | --- |
| M.A. Steiner Construction, Inc | Orangevale, CA | $\$ 2,858,525.00$ | $+11.7 \%$ |
| Hat Creek Construction | Burney, CA | $\$ 3,145,989.00$ | $+23.0 \%$ |
| MKD Construction, Inc | Mound House, NV | $\$ 4,682,365.00$ | $+83.0 \%$ |
| RaPiD Construction, Inc. | Carson, City, NV | $\$ 4,775,487.40$ | $+87.0 \%$ |

The California Department of Water Resources Grant Agreement \# \#4600014622 allows for construction expenses up to $\$ 2,990,000$.

Enclosed is a copy of the quote package from M.A. Steiner, Inc. for your files. This quote package included all applicable bid documents that were required for submittal.

Based on several comparisons in the current market climate, J-U-B finds the apparent low quote provided by M.A. Steiner, Inc. to be competitive, fair and reasonable.

As noted, the quote provided by M.A. Steiner, Inc appears to be responsive and in compliance with the requirements for California Public Contract Code. This company is a qualified licensed contractor in the State of California for Class A, B, C-10, C-31 \& Hazardous Materials (License \#556838) and has a history of performing similar projects, including projects for the California Department of Water Resources.

Based on the established requirements in the Notice Inviting Sealed Bid Proposals, the quote provided by M.A. Steiner, Inc. is considered responsive and responsible.
M.A. Steiner, Inc. is a Veteran Owned Small Business (VOSB) with CA Department of General Services Certification as a Disabled Veteran Business Enterprise (DEVB) and Small Business for the Purpose of Public Works (SB-PW).

If you have any questions regarding the bid, bid results and subsequent award process, please call me at 775-437-9328 or call Mike Wilhelm, Senior Project Manager, at 775-741-1437.

Sincerely,
J-U-B Engineers, Inc.


Ben W. Volt, P.E.
Program Manager
Enclosures

## BID PROPOSAL CHECKLIST

All bidders/proposers (Prime Contractors) must submit the following original, signed documents with their bid/proposal, including this checklist. The bidder/proposer shall initial next to each item in the list to certify that it has been included in the bid/proposal.
1.


Bid Proposal Checklist (this page)
2.


Bid Form
a.

NAcknowledgement of Receipt of Addenda
b. Wi Bid Schedule
c. Bid Guaranty
d. Bidder Affidavit
e.
$\rightarrow$ Bid Bond
f. Wu Subcontractors list Per California Public Contracts Code 4104
g. W Contractor's Schedule
h. Wist of Previous Contracts for 3 years
i. Certification Regarding Debarment
3. W

Bidder Information
4.


Payment Bond
5. My Performance Bond
6. IV General Conditions
7.


Construction Contract EJCDC C-520

The bidder certifies, by this submission of this proposal, that all of the requirements of the proposal have been satisfied. Original and completed copies of all items listed above have been included herein.


$$
\frac{9-19-2023}{\text { Date }}
$$

President
Martin A. Steiner
Print Name
M. A. Steiner Construction. Inc.

8854 Greenback Lane, Suite I
Street Address

Orangevale
City

CA
State

95662
Zip Code

NOTE: Failure to initial the bid proposal checklist may be grounds for rejecting the bid.

## BID FORM

## Old Channel Irrigation Realignment and Piping Project

## ARTICLE 1 - BID RECIPIENT

This Bid is submitted to: Honey Lake Valley Resource Conservation District (HLVRCD) 170 Russell Ave. Susanville CA 96130
1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:
A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No. Addendum Date
Addendum I: 9/8/2023
B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
D. Bidder has carefully studied all: (1) historical document and tests of various conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in the Contract Documents.
E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques. sequences. and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at
the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

1. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

## ARTICLE 4-FURTHER REPRESENTATIONS

### 4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group. association, organization or corporation;
B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

## ARTICLE 5-BASIS OF BID

5.01 The Engineer's estimated quantity, as contained in the bid schedule, is based on the details and dimensions shown on the plans and no guarantee is made that the quantity, which can be determined by computations, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

## ARTICLE 6-TIME OF COMPLETION

A. The 2024 HLVRCD Irrigation season starts on March $1^{\text {st }}$, therefore milestone for irrigation piping, appurtenances, inlet, and outlets shall be completed and commissioned to deliver water on or before March 1, 2024.
B. Bidder agrees that the Work will be substantially completed on or before April 15, 2024, and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before May 15, 2024.
6.01 Bidder accepts the provisions of the Agreement regarding liquidated damages in the event of failure to complete the Work within the Contract Times

PROJECT: Old Channel Realignment and Piping
CLIENT: Honey Lake Valley Resource Cosnervation District ENGINEER: J-U-B Engineers, Inc.

Prepare Date: 8/14/2023
Prepared By: JH/MW
Reviewed By: BV

## ITEM

| NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | Mobilization/Demobilization | 1.00 | LS | \$ 285,060-60 | \$285,cou-co |
| 2 | Traffic Control | 1.00 | LS | 23,500.00 | 23,500.00 |
| 3 | Storm Water Runof ${ }^{f}$ Management (BMP) - SWPPP | 1.00 | LS | -4,560 | 14,500 -00 |
| 4 | Dewatering (contingent item) | 3.00 | DAY | 7,000.00 | 21,000.00 |
| 5 | Tree and Stump Removal. Minor ( $6^{\prime \prime}$-LS") | 24.00 | EA | 350.00 | 8.400 .00 |
| 6 | Tree and Stump Removal.large ( $18^{\prime \prime}$ and greater) | 23.00 | EA | 800.00 | 18,400.00 |
| 7 | Channel Earthwork (incl Export) | 1,300.00 | CY | 35.00 | 45,500.00 |
| 8 | Remove and Reset Pedestrian Bridge | 1.00 | LS | 25,000.00 | 25,000,00 |
| 9 | Remove and ReplacePCC Retaining Curb | 35.00 | LF | 120.00 | 4,200.00 |
| 10 | Remove and Replace PCC curb and gutter | 20.00 | LF | 150.00 | 3,000,00 |
| 11 | Remove \& Replace PCC sidewalk | 80.00 | SF | 120.00 | 9,600.00 |
| 12 | PCC Commercial Driveway (incl remove PCC sidewalk) | 240.00 | SF | 50.00 | 12,000,00 |
| 13 | Remove SD Manhole \& replace w/DropManhole (Type J) | 1.00 | EA | 12,000.00 | 12,000.00 |
| 14 | Remove and replace 18" SOR 35 PVC storm drain | 26.00 | LF | 350.00 | 9,100.00 |
| 15 | $42^{\prime \prime}$ RCP Culvert (include FES remove/reset) | 5.00 | LF | 830.00 | 4,150.00 |
| 16 | 12" HDPE Irrigation Pipe | 20.00 | EA | 215.00 | 4,300,00 |
| 17 | 42" HDPE Irrigation Pipe | 1,980.00 | LF | 506) -00 | 999,900-00 |
| 18 | $42^{\prime \prime} 0.75$-in wall Steel Irrigation Pipe, Jack \& Bore | 220.00 | LF | 2,670-00 | 587,400-00 |
| 19 | Relocate Exist Water Main | 20.00 | LF | 850.00 | 17,000.00 |
| 20 | Relocate Ex High Voltage Electric | 100.00 | LF | 135.00 | 13,500.00 |
| 21 | Relocate Exist Fibr Optic | 80.00 | LF | 115.00 | 9,200.00 |
| 22 | Install 4" SCH 80 PVC Conduit for Fiberoptic | 80.00 | LF | 50.00 | 3,000.00 |
| 23 | Construct Pennanenl Check Darn | 1.00 | CY | $\frac{35,000.00}{320.00}$ | 12,800.00 |
| 24 | Class 150 Riprap | 40.00 3.00 | EA | $80.400-60$ | $241,200-00$ |
| 25 | Construct Flume Gate and Meter Headwalls | 1.00 | EA | 41,000.00 | 41,000.00 |
| 26 | Rubicon Slip Meter (SMB-1050-3000-C) | 1.00 | EA | 22,000.00 | 22,000.00 |
| 27 | Rubicon Blade Meter(BM-300) | 1.00 | EA | 35,000.00 | 35,000.00 |
| 28 | Rubicon Flume Gate (FGB-0760-0866) | 1.00 | LS | 5,500.00 | 5,500.00 |
| 29 | Rubicon Software \& Hardware | 2.00 | EA | $82.900-00$ | $165,500-10$ |
| 30 | Contech Oil Water Separator | 510.00 | CY | -105.00 | 53,550.00 |
| 31 | Type 2 Class B Agg Base Access Rd | 1,340.00 | SF | 15.00 | 20,100.00 |
| 32 | Permanent Asphalt Patch | 27,500.00 | SF | 0.25 | 6,875.00 |
| 33 | Channel Reseeding | 3.00 | EA | 450.00 | 1,350,00 |
| 34 | Remove \& ReinstaU Sign and Post | 390.00 | LF | 35.00 | 13,650,00 |
| 35 | Chain Link Fence | 2.00 | EA | 2,400.00 | 4,800.00 |
| 36 | Chain Link Access Gate | 75.00 | LF | 30.00 | 2,250:00 |
| 37 | Remove \& Replace 5 Strnd Barb Wire Fence | 1.00 | LS | 7,000.00 | 7,000.00 |
| 38 | Trench Safety |  |  |  | 575 |

## ARTICLE 7 - BID TOTAL: $7_{1},(50,525, \quad$ (IN NUMBERS)

## ARTICLE 8 - BID TOTAL: and zero $\begin{gathered}\text { zENTS (IN WORDS) }\end{gathered}$ Two million, eight hundred fitty eight, Flue hundred twenty ficue

## BID GUARANTY

Enclosed herein is a (bidder's bond, certified check, cashier's check) for the sum of dollars ), being not-less-than ten percent ( $10 \%$ ) of the total amount of this Proposal; and the undersigned agrees that, in case of his/her default in executing the Contract and furnishing the necessary bonds, insurance certificates and other required information after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the Owner as liquidated damages without proof of actual loss.

## BIDDER AFFIDAVIT

The undersigned states that this is a genuine proposal and is neither collusive nor made in the interest of any other person and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein: that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Notice Inviting Sealed Proposals and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, the incorporated bidding documents, be accepted by the HLVRCD that the undersigned shall execute a contract to perform the work as outlined hercin.

Name of Bidder: M.A. Steiner Constraction, Inc

Authorized Signature:
 Title: President Date: 9/18/2023

Print Name: Martin A. Stefner

Address: 8854 Greenback Lane, Suite 1 Orangevale, CA 95662

If the undersigned is a corporation, proposal must be signed be an authorized office of the corporation and the corporate seal must be affixed. This Proposal must be accompanied by a document evidencing such office is authorized to sign.

Check One: ( ) Sole Proprietor<br>( ) Partnership<br>(x) Corporation<br>( ) Other

## BID BOND

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

BIDDER (Name and Address):
M.A. Steiner Construction, Inc.

8854 Greenback Lane, Suite 1, Orangevale, CA 95662
SURETY (Name and Address of Principal Place of Business):
American Contractors Indemnity Company
801 S. Figueroa Street, Suite 700, Los Angeles, CA 90017

OWNER (Name and Address):
Honey Lake Valley Resource Conservation District
170 Russell Ave., Susanville, CA 96130

BID
Bid Due Date: September 21, 2023
Project (Brief Description Including Location):
Project No. 8620671-OLD CHANNEL IRRIGATION REALIGNMENT AND PIPING; Susanville, CA

## BOND

Bond Number: N/A
Date (Not later than Bid due date): September 20, 2023
$\begin{array}{llll}\text { Penal sum } & \text { Ten percent of bid, not to exceed two hundred sixty thousand and } 00 / 100 \text { Dollars } & & \\ \text { (Words) } & \frac{10 \% \text { of bid, not to exceed } \$ 260,000.00}{\text { (Figures) }}\end{array}$
Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

## BIDDER



## SURETY

American Contractors Indemnity Company
Surety's Name and Corporate Seal
By: $\rightarrow$ Riviture and Thitle Jeri Apodaca, Attomey-in-Fact (Attach Power of Attorney)

Attest:


Note: Above addresses are to be used for giving required notice.

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 Califomia )
County of Orange )
On SEP 202023 before me, $\frac{\text { Lisa Pellerito }}{\text { personally appeared }}$ Jeri Apodaca $\quad$ Notary Public,
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


Place Notary Seal Above laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official scal.
Signature


## OPTIONAL

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

## Description of Attached Document

Type or Title of Document:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Jeri Apodaca
$\square$ Individual
$\square$ Corporate Officer - Title(s): $\qquad$
$\square$ Partner: $\square$ Limited $\square$ General
区 Attorney in Fact
$\square$ Trustee
$\square$ Guardian or Conservator
$\square$ Other: $\qquad$
Signer Is Representing:
$\qquad$
Number of Pages:
$\qquad$
Capacity(ies) Claimed by Signer(s)
Signer's Name: $\qquad$
$\square$ Individual
$\square$ Corporate Officer - Title(s)
$\square$ Partner: $\square$ Limited $\square$ General
$\square$ Attorney in Fact
$\square$ Trustee
$\square$ Guardian or Conservator
$\square$ Other:
Signer Is Representing:

## POWER OF ATTORNEY AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: Rhonda C. Abel, Jeri Apodaca, Michael D. Parizino, Leigh McDonough, Kim Luu, Reece Diaz,

## Rachelle Rheault, Heather Saltarelli, James A. Schaller of Orange California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed $\left({ }^{* * *} \$ 3,000,000.00^{* * *}\right.$ ). This Power of Attorney shall expire without further action on January 31 3t, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attomey-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all nots shall be binding upon canceling or terminating the Company's liability thereunder, and any such instruments socetary.
the Company as if signed by the President and sealed and effected by the Corporate Secreta
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this $23^{\text {º }}$ day of September, 2021. AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY

AMERICAN CONTRACTORS INDEMNITY COMPANY TV. SPECIALTY INSURANCE COMPANY
UNITED STATES SURETY COMPANY U.S.

## State of California

County of Los Angeles


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
On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
WITNESS my hand and official seal.
Signature
(seal)

I. Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attomey, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full fores and effeci:
In Witness Whereof, I haye hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20 th day of september -- 2023.

Agency No. 17528


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.

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/hertheir 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

Place Notary Seal Above
 laws of the State of California that the foregoing paragraph is true and correct.


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

## Description of Attached Document

Type or Title of Document: $\qquad$
Document Date: $\qquad$ Number of Pages: $\qquad$
Signer(s) Other Than Named Above:

## Capacity(ies) Claimed by Signer(s)

Signer's Name:
$\square$ Individual
$\square$ Corporate Officer - Title(s):
$\square$ Partner: $\square$ Limited $\square$ General
$\square$ Attomey in Fact
$\square$ Trustee
$\square$ Guardian or Conservator
$\square$ Other:
Signer Is Representing:

Capacity(ies) Claimed by Signer(s)
Signer's Name: $\qquad$
$\square$ Individual
$\square$ Corporate Officer - Title(s) $\qquad$
$\square$ Partner: $\square$ Limited $\square$ General
$\square$ Attorney in Fact
$\square$ Trustee
$\square$ Guardian or Conservator
$\square$ Other: $\qquad$
Signer Is Representing: $\qquad$

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators. successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents. or

### 3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attomey evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid. offer. or proposal as applicable.

## SUBCONTRACTORS LIST PER PUBLIC CONTRACTORS CODE 4104

(To Accompany All Proposals)
The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725,5 of the Labor Code of each subcontractor who will perform work or labor or render service to the 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 I percent of the prime contractor's total bid or. in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars $(\$ 10,000)$, whichever is greater

First Tier
Subcontractor:

License
Number:

Description of Work:

Percent of Total Contract:

| Tyrell Resources Joe 938998 | Clear and Giros | $1.4 \%$ |
| :--- | :--- | :--- | :--- |
| Po box 8219 |  |  |
| Truckee CA $96 l l l e$ |  |  |

## CONTRACTOR'S SCHEDULE

The bidder shall present his/her schedule in a manner and in detail sufficient to convey his/her understanding of the work and timing required to complete the project within the schedule set forth in these documents.




## LIST OF PREVIOUS CONTRACTS FOR 3 YEARS

Page $\qquad$ of $\qquad$
NAME OF BIDDER: M.A. Steiner Construction. Inc.

| Name of Owner - <br> Date of Contract | Transbay Joint Powers Authority (Owner)/Lincoln Properties Company July 10, 2020 |
| :---: | :---: |
| Owner Address \& Owner Contact Number \& Project Manager | Lincoln Properties Company 202 Chaisson Dr, San Clemente. CA 92672 925-899-9613 Roger Dean, Vice President/ Director of Asset Management |
| Project Name and Scope of Work |  |
| Name of Owner - <br> Date of Contract | Transbay Joint Powers Authority (Owner)/Lincoln Properties Company November 5, 2020 |
| Owner Address \& Owner Contact Number \& Project Manager | Lincoln Properties Company 202 Chaisson Dr, San Clemente, CA 92672 925-899-9613 Roger Dean, Vice President/ Director of Asset Management |
| Project Name and Scope of Work | Transbay Per Diem: Landlord portion of tenant improvement, brought in new power, telecom, water, and sewer to building. |
| Name of Owner Date of Contract | CA. Department of Water Resources April 1, 2021 |
| Owner Address \& Owner Contact Number \& Project Manager | 715 P Street. Sacramento, CA 95814 <br> Salendar Singh, Site Supervisor 916-642-3980 |
| Project Name and Scope of Work | West Sacramento Site Utility Upgrades II: Site utility upgrades. concrete, and paving, |
| Name of Owner Date of Contract | CA. Department of Water Resources August I, 2021 |
| Owner Address \& Owner Contact Number \& Project Manager | 715 P Street. Sacramento, CA 95814 <br> Garrett Hart, Construction Supervisor II 916-882-2667 |
| Project Name and Scope of Work | Harvey O Banks Landfill Cap: MASCI Graded site, installed rodent barrier, installed erosion control, and completed site restoration of a landfill cap. |

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBIILTY MATTERS 

(This form to be signed and returned at the time of bid)

M.A. Steiner Construction, Inc. The prospective bidder,__ certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State. or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft. forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not HLVRCD will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Martin A. Steiner, President
Typed Name \& Title of Authorized Representative


9/19/2023

I am unable to certify to the above statement. My explanation is attached.

$$
\text { Signature } \quad \text { Date }
$$

## Bidder Information CONTRACTOR LICENSE INFORMATION

California State Contractor's License Number (If Applicable): 556838
License Classification(s): A. B, C-10, C-31, \& HAZ
Limitation(s) of License: None
Date Issued: 2/25/2014
Date of Expiration: 2/29/2024
Name of Licensee: Martin A. Steiner
City, State, Zip Code of Licensee: 2463 Duraznitos Place. Ramona, CA 92065
Telephone Number of Licensee: 916.802.6353

## Bidder Information DISCLOSURE OF PRINCIPALS

## A) Individual and/or Partnership:

| Owner 1) Name: |
| :--- |
| Address: |
| City, State. Zip Code: |
| Telephone Number: |
| Owner 2) Name: |
| Address: |
| City, State. Zip Code: |
| Telephone Number: |
| Other 1) Title: |
| Name |
| Other 2) Title: |
| Name: |

## B) Corporation:

| State in which Company is Incorporated: California |
| :--- |
| Date Incorporated: $6 / 10 / 2013$ |
| Name of Corporation: M.A. Steiner Construction, Inc. |
| Address 8854 Greenback Lane, Suite 1 |
| City, State. Zip Code: Orangevale, CA |
| Telephone Number: 916.988 .6300 |
| President's Name: Martin A. Steiner |
| Vice-President's Name: Martin A. Steiner |
| Other 1) Name: Martin A. Steiner |
| Title: Treasurer |

## DGS

GENERA SERVICES

## Office of Small Business \& DVBE Services




## Legal Entity Information

## Corporation Entity Number:

Federal Employment Identification Number:
President Name:
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

C3579052
463047343
Martin A Steiner
Martin A Steiner
Martin A Steiner
Martin A Steiner
Martin A Steiner

## Registrations

## Agent of Service Name: <br> Agent of Service Mailing Address:

Martin A. Steiner
8854 Greenback Lane, Ste 1 Orangevale 95662-4084 CA United States of Ameri

## Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?

Insured by Carrier
Policy Holder Name:
insurance Carrier:
Policy Number:
Inception date:
Expiration Date:

No
Please provide your current worker's compensation insurance information below:
PEO PEO PEO

PEO InformationName Phone Email nail
M.A. STEINER CONSTRUCTION, INC. EVEREST PREMIER INSURANCE CO. 7600024283231
04/01/23
04/01/24



## (JUB)

## ENGINEER'S OPINION OF PROBABLE COST



## 2024 PIONEER 700-4 FOREST SPECIFICATIONS*



Engine Type 675cc liquid-cooled single-cylinder four-stroke
Bore And Stroke $102.0 \mathrm{~mm} \times 82.6 \mathrm{~mm}$
Compression Ratio 9.2:1
Induction Fuel Injection (PGM-FI), 40mm throttle body
Valve Train OHV; four valves per cylinder

Clutch Automatic
Automotive-style automatic transmission with hydraulic torque converter; three
Transmission 2WD, 4WD and 4WD with Differential lock. AT/MT modes forward gears and reverse. Three drive modes include with paddle shifting on the deluxe models.

Driveline Direct front and rear driveshafts

Front Suspension Independent double-wishbone; 7.9-inch travel
Rear Suspension Independent double-wishbone; 9.1-inch travel
Front Brake Dual 200mm hydraulic discs
Rear Brake Single 170mm hydraulic discs
Front Tires $25 \times 8-12$
Rear Tires $25 \times 10-12$

Length 115.2 inches
Width 59.9 inches
Height 77.9 inches
Wheelbase 76.8 inches
Bed Capacity 1000 pounds
Towing Capacity 1500 pounds
Ground Clearance 10.4 inches
Turning Radius 14.8 feet
Curb Weight 1499 pounds - Includes all standard equipment, required fluids and full tank of fuel. Fuel Capacity 8.1 gallons, including 1.5-gallon reserve

Safety Recommended for Drivers 16 years of age and older. Available Colors Honda
Phantom Camo®
Model ID SXS700M4

One Year Included Transferable, limited warranty
Optional Extended Extended coverage available with a HondaCare® Protection Plan

## *All figures are preliminary and subject to change. ©2023

American Honda Motor Co., Inc. - Powersports Division

