

CITY OF COLUSA

DEPARTMENT OF PUBLIC WORKS

PROPOSAL AND CONTRACT

FOR

**PLC/RTU CONTROL PANEL & RELATED SERVICES CITY WELL
UPGRADES**

IN

CITY OF COLUSA

For use in Connection with the latest Standard Specifications and Standard Plans of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Contract No. 23-100

Bid Opening Date: February 28, 2023

**PROPOSAL TO THE CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS**

CONTRACT NO. 23-100

NAME OF BIDDER AQUA SIERRA CONTROLS, INC.
BUSINESS P.O. BOX N/A
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS 1650 INDUSTRIAL DRIVE
(Please include even if P.O. Box used)
CITY, STATE, ZIP AUBURN, CA 95603
TELEPHONE NO: _____ **AREA CODE** 530-823-3241
FAX NO: _____ **AREA CODE** N/A
CONTRACTOR LICENSE NO. 474023

The work for which this proposal is submitted is for construction in conformance with these contract documents, and technical specifications, with the City of Colusa standards and municipal code and standard details, and the Cal Trans Standard Plans (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates). The project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the latest California Department of Transportation Standard Plans, the Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *CITY OF COLUSA's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.



The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF COLUSA*, and that discretion will be exercised in the manner deemed by the *CITY OF COLUSA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF COLUSA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF COLUSA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF COLUSA* that the contract has been awarded, the *CITY OF COLUSA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *CITY OF COLUSA*.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *CITY OF COLUSA*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

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CONTRACTOR'S BID

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Base Station Site @ WWTP	1	LS	\$93,466.11	\$93,466.11
2	Colusa City Well Site No. 4	1	LS	\$61,245.98	\$61,245.98
3	Colusa City Well Site No. 5	1	LS	\$61,245.98	\$61,245.98
4	Colusa City Well Site No. 6	1	LS	\$61,245.98	\$61,245.98
5	CIP Well Site No. 1	1	LS	0	0
6	CIP Well Site No. 2	1	LS	\$74,905.49	\$74,905.49

TOTAL BID \$352,109.54



The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.02, " Required Listing of Proposed Subcontractors," of the special provisions.

LIST OF SUBCONTRACTORS

<u>Name and Address and License No. of Work Subcontracted</u>	<u>Description of Portion</u>
KOCH + KOCH PO BOX 909 PAIN VALLEY, CA 95946 CA CONTRACTORS LICENSE # 793724 DBE # 33624	TOWER CONSTRUCTION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)



The Bidder shall provide a minimum of three projects in order to be considered a responsive bidder for this project. Failure to provide this information will result in the bidder being disqualified and considered non-responsive.

LIST OF PREVIOUS PROJECTS

1. CITY OF ROSEVILLE, SIERRA VISTA II SEWER LIFT STATION
2. PLACER COUNTY, BRADY VINEYARDS SEWER LIFT STATION
3. NORTH TAHOE PUD, N-1 LIFT STATION REHAB
4. LINDA COUNTY WATER DISTRICT, ARBOGA ROAD SEWER LIFT STATION
5. PLACER COUNTY, WINTERHAWK SEWER LIFT STATION

SEE ATTACHED SHEET FOR MORE DETAILS.

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line.



Aqua Sierra Controls, Inc.
1650 Industrial Drive, Auburn, CA 95603
Cell (530) 305-3390 Office (530) 823-3241
ilane@aquasierra.com www.aquasierra.com
CA Contractors License A, C-10 474023
CA Small Business Certification #1162
CA DIR #1000003631

**IT Services - SCADA – UL508 Panel Shop – Pump Controllers
NIST Traceable Instrument Calibrations & Maintenance**

City of Lodi
Lodi, CA

Attention: Mr. Gary Wiman
Phone: 209-333-6706
Email: gwiman@lodi.gov

Subject: System Supplier Qualifications Letter
Project: City of Lodi, White Slough, Water Pollution Control Facility, Electrical
Building & Related Improvements Project

January 20, 2023

Mr. Wiman,

This letter addresses our system supplier qualifications that were required per specifications and addressed in addendum 3. Aqua Sierra Controls opened our doors in 1979 as a system supplier. Our UL508 panel shop in Auburn, CA is located within the required 150 miles radius. We have a full staff of qualified programmers, engineers, panel shop technicians and instrument technicians. We have a control systems engineer and electrical PE on staff. We are members of CSIA. We are a bronze level system integrator with Rockwell. Our instrument and controls technicians

Please see our list of ten similar projects that we have completed within the last five years. Additional references and projects available upon request.

Project 1

Project Name: Sierra Vista II Sewer Lift Station
Owner Name: City of Roseville
Owner Contact Name: Frank Dittrich
Owner Contact Information: 916-746-1882

Project Scope: Provide Utility Pedestal with Meter Socket, VMR, SPD, 200A Main Breaker, Distribution Breakers. Design and Build a Pump Control Pedestal with 4 Sections, Sunshades, 200A Main Breaker, 200A Generator Breaker, Manual Transfer Switch, 10KVA Transformer, (3) Pump Breakers, Starters, Overloads, Deraggers, PLC, OIT, Network Switch, UPS, Pilot Devices. Design build and provide generator connection panel with generator receptacle and plug. Provide instruments including level transducer, level switches and intrusion switch.

Project Contract Amount \$123,000.00

Project Completed: 4-21-22

Project 2

Project Name: Brady Vineyards Sewer Lift Station

Owner Name: Placer County

Owner Contact Name: Tommy Young

Owner Contact Information: 530-320-7251

Project Scope: Design and assemble a motor control panel with 100A main breaker, manual transfer switch, generator receptacle, pump controller, AC unit, UPS, SPD, distribution breakers, pilot devices, VFDs, 5KVA transformer. Design and assemble Design and build a pump termination panel with terminals.

Provide a metered pedestal panel 480V3PH 100A. Provide a Motorola RTU.

Provide electrical installation of all equipment. Provide and install all instruments including floats, level transducer, flowmeter and pressure indicators. Provide sewer lift station wet well and H2O rated hatch with safety grate. Provide and install pumps, pump rails and all interior wet well plumbing. Provide arc flash study. Provide seismic calculations. Provide utility coordination. Program pump controller.

Project Contract Amount \$228,451.44

Project Completed: 6-23-22

Project 3

Project Name: N-1 Lift Station Rehab

Owner Name: North Tahoe PUD

Owner Contact Name:

Owner Contact Information:

Project Scope: Design and build an ATS panel. Design and assemble an MCC panel. Provide a metered panel. Design and assemble a SCADA panel with PLC. Design and assemble a wet well termination panel. Provide a 32.5KVA transformer. Provide instruments including a flowmeter, floats and level transducer.

Project Contract Amount \$104,056.20

Project Completed: 5-20-22

Project 4

Project Name: Arboga Road Sewer Lift Station Reconstruction

Owner Name: Linda County Water District

Owner Contact Name: Javier Rios

Owner Contact Information: 530-743-2043

Project Scope: Provide a metered pedestal panel with 200A main breaker, SPD and VMR. Design and assemble a pump control pedestal with 200A main breaker, 200A generator breaker, power monitor, distribution breakers, pump breakers, heaters, fans, thermostats, pilot devices, ISRs, PLC, HMI, Cell Modem, Network Switch, RTU, Radio, UPS. Provide generator receptacle. Provide instruments including level transducer, floats and intrusion switches.

Project Contract Amount \$105,144.87

Project Completed: 8-17-22

Project 5

Project Name: Winterhawk Sewer Lift Station Control Panel

Owner Name: Placer County

Owner Contact Name: Tommy Young

Owner Contact Information: 530-320-7251

Project Scope: Design and assemble a motor control panel with 100A main breaker, 100A generator breaker, manual transfer switch, VFDs, AC unit, distribution breakers, pump controller, pilot devices, UPS, generator receptacle, SPD, current switches.

Project Contract Amount \$45,366.09

Project Completed: 7-6-22

Project 6

Project Name: Lift Station #2 Upgrade

Owner Name: Gualala Community Services District

Owner Contact Name: Chris Troyan

Owner Contact Information: 707-785-2331

Project Scope: Design and assembled a metered motor control panel with 100A main breaker, 100A manual transfer switch, distribution breakers, pilot devices, generator receptacle, Allen Bradley PLC, UPS, network switch, SPD. Programmed PLC, HMI and SCADA. Provided electrical installation.

Project Contract Amount \$65,485.05

Project Completed: 6-15-22

Project 7

Project Name: Helm Sewer Lift Station Upgrade

Owner Name: Sea Ranch Water Company

Owner Contact Name: Brian Murphy

Owner Contact Information: 707-331-2274

Project Scope: Design and assembled a stainless-steel motor control panel with ATS, starters, pilot devices, Allen Bradley PLC, Allen Bradley HMI, UPS, SPD, Network Switch, Heater, Fan, Thermostat, Lights, ISR. Design and assembled a wet well termination panel. Provide and install the instruments including a level controller, ultrasonic sensor and floats. Provided turnkey electrical installation. Provided PLC, HMI and SCADA programming.

Project Contract Amount \$84,255.02
Project Completed: 7-22-22

Project 8

Project Name: WWTP SCADA and Telemetry Automation Project
Owner Name: CDCR Pelican Bay State Prison
Owner Contact Name: Kevin Day
Owner Contact Information: 707-465-1000 x7370
Project Scope: Designed, assembled, programmed and installed eight PLC control panels at the WWTP. Provided and installed a new SCADA system.
Project Contract Amount \$331,830.77
Project Completed: 5-5-20

Project 9

Project Name: Sewer Treatment Plant Automation Upgrade
Owner Name: Gualala Community Services District
Owner Contact Name: Chris Troyan
Owner Contact Information: 707-785-2331
Project Scope: Designed, built, programmed PLC control panel. Provided and installed a new SCADA system. Replaced all chemical Pumps and controls. Replaced sludge pump control panel and sludge pumps.
Project Contract Amount \$215,776.78
Project Completed: 7-20-18

Project 10

Project Name: Grant Grove & Clover Creek WWTP Project
Owner Name: Sequoia & Kings National Parks
Owner Contact Name: Bret Barton
Owner Contact Information: 559-335-2043
Project Scope: Designed and built WWTP MCC. Designed, assembled and programmed plant PLC panel. Provided and installed a new SCADA system.
Project Contract Amount \$270,000.00
Project Completed: 8-30-16


Please let me know if you have any questions or need anything else.

Thank you,

Josh Lane
Vice President of Operations




EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder AQUASIORE CONTROLS, INC., proposed subcontractor KOCH + KOEN, INC., hereby certifies that he has , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



◆ Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

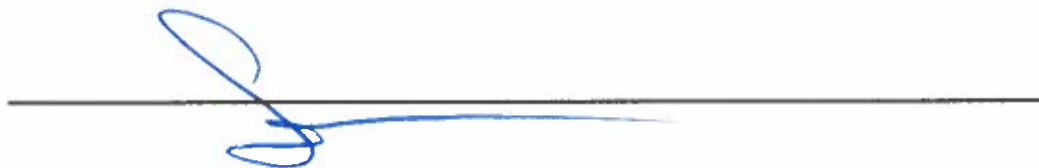
If the answer is yes, explain the circumstances in the following space.



Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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Non collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency: Congressional District, if known _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
<div style="display: flex; justify-content: space-between;"><div>Federal Use Only:</div><div>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</div></div> <div style="text-align: right; margin-top: 10px;">Authorized for Local Reproduction Standard Form - LLL</div>		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»



Accompanying this proposal is

BIDDER'S BOND

(NOTICE: INSERT THE WORDS "CASH(\$ _____)", "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

AQUASIERRA CONTROLS, INC.

LES WATSON, PRESIDENT + SECRETARY

KATHY WATSON, TREASURER

JOSH LANE, VICE PRESIDENT OF OPERATIONS

Licensed in conformance with an act providing for the registration of Contractors,

License No. 474023

Classification(s) A, C-10

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s 0

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date:

2/20/23

Sign



Here

JOSH LANE

VICE PRESIDENT OF OPERATIONS

Signature and Title of Bidder

Business Address 1650 INDUSTRIAL DRIVE, AUBURN, CA 95603

Place of Business 1650 INDUSTRIAL DRIVE, AUBURN, CA 95603

Place of Residence 4790 CROOKHAVEN ROAD, AUBURN, CA 95602

CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, Aqua Sierra Controls, Inc.
1650 Industrial Dr., Auburn, CA 95603 as Principal, and

Travelers Casualty and Surety Company of America
as Surety are bound unto the City OF COLUSA, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH. THAT:

WHEREAS, the Principal is submitted to the Obligee, for PLC/RTU Control Panel & Related Services
City Well Upgrades
(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at City of Colusa, City Hall on February 28, 2023
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: February 23, 20 23.

Aqua Sierra Controls, Inc.

Principal
Travelers Casualty and Surety Company of America
Surety

By Sandra R. Black
Attorney-in-fact Sandra R. Black

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City / County of _____ SS

Please see Attached California
All Purpose Notary Acknowledgement

On this _____ day of _____ in the year 20 _____ before me
_____, personally appeared _____,

Attorney-in-fact
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

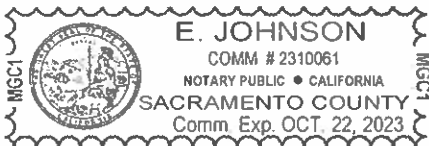
STATE OF CALIFORNIA

County of Sacramento }

On 2/23/2023 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Travelers Casualty and
Surety Company of America

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

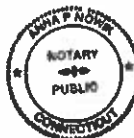
By: _____

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

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23** day of **February**, 2023



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

♦ LOCAL AGENCY BIDDER - DBE - INFORMATION

This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in Section 2-1.12B of the Special Provisions. Failure to submit the required DBE information will be grounds for finding the proposal nonresponsive.

CO.-RTE.-K.P.: _____
 CONTRACT NO.: 23-100
 BID AMOUNT: \$ _____
 BID OPENING DATE: 2-28-23
 BIDDER'S NAME: AQUA SIERRA CONTROLS, INC.
 DBE GOAL FROM CONTRACT: 24%
 DBE PRIME CONTRACTOR CERTIFICATION¹: 1162

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	DBE CERT. NO.	NAME OF DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE ³
<u>1</u>	<u>TOWER CONSTRUCTION</u>	<u>33624</u>	<u>KOCH + KOCH, INC.</u> <u>PO BOX 909</u> <u>PENN VALLEY</u> <u>CA 95946</u> <u>530-432-4000</u>	
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are required. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and Section 2-1.02, "Required Listing of Proposed Subcontractors," of the Special Provisions.			♦ Total Claimed ♦ Participation	<u>\$ 352,109.54</u> <u>100</u> %
1. DBE prime contractors shall enter their DBE certification number. DBE prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces. 2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE. 3. See Section 2-1.02, "Disadvantaged Business Enterprise," to determine the credit allowed for DBE firms.			Signature of Bidder <u>[Signature]</u> <u>2/20/23</u> <u>530 305-3390</u> Date (Area Code) Tel. No. <u>JOSHUA LWE</u> Person to Contact (Please Type or Print)	

CT Bidder - DBE Information (Rev 09-28-99)

• DBE INFORMATION—GOOD FAITH EFFORTS

The CITY OF COLUSA established a Disadvantaged Business Enterprise (DBE) goal of 24% for this project. The information provided herein shows that adequate good faith efforts were made.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
NONE NEEDED, 100% PARTICIPATION FROM DBES.	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Koch + Koch, INC.	2-16-2023	RECEIVED PROPOSAL

- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Breakdown of Items
ALL WORK	ALL WORK

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, and the firms selected for that work (please attach copies of quotes from the firms involved):

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

NO REJECTIONS

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

N/A

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.).

Name Agency/Organization	of	Method/Date of Contact	Results
-----------------------------	----	---------------------------	---------

N/A

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

N/A

Contract Assurance

The contractor ensures that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

Prompt Progress Payment To Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment Of Withheld Funds To Subcontractors

The contractor shall include the following provision in all federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29).

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Overall Goal

The City of Colusa' overall goal for the federal fiscal year 2021/2022 is the following: **24%** of the federal financial assistance in DOT-assisted contracts. This overall goal is broken down into **12%** race-conscious and **12%** race-neutral components.

Contract Goals

The City of Colusa will use contract goals to meet any portion of the overall goal the City of Colusa does not project being able to meet by the use of race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the overall goal that is not projected to be met through the use of race-neutral means.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. Contract goals need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work). The contract work items will be compared with eligible DBE contractors willing to work on the project. A determination will also be made to decide which items are likely to be performed by the prime contractor and which ones are likely to be performed by the subcontractor(s). The goal will then be incorporated into the contract documents. Contract goals will be expressed as a percentage of the total amount of a DOT-assisted contract.

Transit Vehicle Manufacturers

If DOT-assisted contracts will include transit vehicle procurements, the City of Colusa will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26, Section 49. The City of Colusa will direct the transit vehicle manufacturer to the subject requirements located on the Internet at <http://osdbuweb.dot.gov/programs/dbe/dbe.htm>.

GOOD FAITH EFFORTS

Information to be Submitted

The City of Colusa treats bidders'/offerors' compliance with good faith effort requirements as a matter of responsiveness. A responsive proposal is meeting all the requirements of the advertisement and solicitation.

Each solicitation for which a contract goal has been established will require the bidders'/offerors to submit the following information to: **City Engineer, City of Colusa, P.O. Box 307, Colusa, CA 95932**, no later than 4:00 p.m. on or before the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening:

1. The names and addresses of known DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Demonstration of Good Faith Efforts

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts.

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive: **City Engineer, City of Colusa, 465 C Street, Colusa, CA 95932**.

The City of Colusa will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before a commitment to the performance of the contract by the bidder/offeror is made.

Administrative Reconsideration

Within 10 days of being informed by the City of Colusa that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: **City Manager, City of Colusa, 425 Webster Street, Colusa, CA 95932.**

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not make or document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City of Colusa will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to Caltrans, FHWA or the DOT.

Good Faith Efforts when a DBE is Replaced on a Contract

The City of Colusa will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The prime contractor is required to notify the RE immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the prime contractor will be required to obtain the City of Colusa's prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, the City of Colusa contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Counting DBE Participation

The City of Colusa will count DBE participation toward overall and contract goals as provided in the contract specifications for the prime contractor, subcontractor, joint venture partner with prime or subcontractor, or vendor of material or supplies.

Monitoring Payments to DBEs

Prime contractors are required to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Colusa, Caltrans, FHWA, or DOT. This reporting requirement also extends to any certified DBE subcontractor.

Payments to DBE subcontractors will be reviewed by the City of Colusa to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Confidentiality

The City of Colusa will safeguard from disclosure to third parties' information that may reasonably be regarded as confidential business information, consistent with federal, state, and local laws.



Printed on: 10/1/2021 11:09:38 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 1162**Legal Business Name:**

AQUA SIERRA CONTROLS INC

Doing Business As (DBA) Name 1:

AQUA SIERRA CONTROLS INC

Doing Business As (DBA) Name 2:**Address:**

1650 INDUSTRIAL DR
AUBURN
CA 95603

Email Address:

accounting@aquasierra.com

Business Web Page:

AQUASIERRA.COM

Business Phone Number:

530/823-3241

Business Fax Number:

530/823-3475

Business Types:

Construction , Non-Manufacturer , Service

Certification Type	Status	From	To
SB(Micro)	Approved	09/27/2021	09/30/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



Office of Small Business & DVBE Services

Certification ID: 33624

Legal Business Name:

Koch & Koch, Inc.

Doing Business As (DBA) Name 1:

Koch & Koch Inc

Doing Business As (DBA) Name 2:

Koch & Koch Inc

Address:

13084 John Bauer Avenue

GRASS VALLEY

CA 95945

Email Address:

mk@kochinc.com

Business Web Page:

kochinc.com

Business Phone Number:

530 432-4000

Business Fax Number:

530 432-4099

Business Types:

Construction

Certification Type	Status	From	To
SB	Approved	05/24/2021	05/31/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605