

SECTION 00 50 00 - AGREEMENT

THIS AGREEMENT is by and between the City of San Mateo (Owner) and Anderson Pacific Engineering Construction, Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK

1.1. Contractor shall complete the Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1.1.1 Construction of a new underground collection system flow equalization tank with associated diversion structure, gravity diversion sewer and dewatering pump discharge force main. The Work includes, but is not limited to, temporary facilities and controls; shoring and dewatering, and mass site excavation; cast-in-place concrete tank, isolation valve vault and combined mechanical and odor control vault; installation of UFES tank flushing system, dewatering pumps and pumping equipment; installation of odor control scrubbing equipment; installation of associated electrical equipment; construction of site restoration and site improvements; and necessary appurtenant work to complete the construction as shown in the Contract Documents. The Work also includes the construction of a CMU electrical building with motor control centers, programable logic control (PLC) panel, diesel powered generator and appurtenant electrical equipment to complete the construction as shown in the Contract Documents.

2. THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows

2.1.1 Underground Flow Equalization System (UFES) Package

3. ENGINEER

3.1 Engineer means the licensed Engineer and its consultants, retained by the Owner to perform design services for the Project.

4. CONTRACT TIMES

4.1 Time of the Essence: Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 Days to Achieve Substantial Completion and Final Payment:

- 4.2.1 The Work shall be substantially completed within 588 working days from the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 730 working days after the date when the Contract Times commence to run.

4.3 Liquidated Damages:

- 4.3.1 Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$3,000 for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.

- 4.3.2 After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$3,000 for each day that expires after the time specified herein for completion and readiness for final payment until the Work is completed and ready for final payment.

4.4 Fines:

- 4.4.1 Any fines assessed to the Owner as a result of sewage spills caused by the Contractor's failure to maintain operation of sewage bypass pumping equipment will be deducted from the Contractor's progress payments.

5. CONTRACT PRICE

- 5.1 For all Work, at the prices stated in Contractor's Bid, incorporated herein by reference, a lump sum of \$55,277,330.

6. PAYMENT PROCEDURES

- 6.1 Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.2 Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance

of the Work as provided herein. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.

6.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions:

6.2.1.1 Ninety five percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

6.2.1.2 Ninety five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.2.2 Contractor may elect to substitute securities of equivalent value in accordance with requirements and procedures of Sections 22300 or 10263 of the California Public Contract Code.

6.3 Final Payment:

6.3.1 Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner will pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

7. INTEREST

7.1 Monies not paid when due as provided in Article 15 of the General Conditions shall bear interest at the legal rate unless otherwise specified according to California law.

8. CONTRACTOR'S REPRESENTATIONS

8.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

8.1.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- 8.1.2 Contractor 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.
- 8.1.3 Contractor 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.
- 8.1.4 Contractor has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable "technical data."
- 8.1.5 Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and 3) Contractor's safety precautions and programs.
- 8.1.6 Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- 8.1.7 Contractor 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 Contract Documents.
- 8.1.8 Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.1.9 The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

9. CONTRACT DOCUMENTS

9.1 Contents:

9.1.1 The Contract Documents consist of the following:

9.1.1.1 This Agreement (pages 1 to 8, inclusive).

9.1.1.2 Performance bond (pages 1 to 4, inclusive).

9.1.1.3 Payment bond (pages 1 to 4, inclusive).

9.1.1.4 General Conditions (pages 1 to 52, inclusive).

9.1.1.5 Supplementary Conditions (pages 1 to 46, inclusive).

9.1.1.6 Specifications as listed in the table of contents of the Project Manual.

9.1.1.7 Drawings consisting of approximately 165 sheets with each sheet bearing the following general title: "UFES Package".

9.1.1.8 Addenda (numbers 1 to 5, inclusive).

9.1.2 Exhibits to this Agreement (enumerated as follows):

9.1.2.1 Contractor's Bid (pages 1 to 10, inclusive).

9.1.3 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

9.1.3.1 Notice to Proceed.

9.1.3.2 Work Change Directives.

9.1.3.3 Change Order(s).

9.2 There are no Contract Documents other than those listed above in this Article.

9.3 The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

10. MISCELLANEOUS

10.1 Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners,

successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 10.3 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.4 Assignment of Contract:

10.4.1 No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.5 Contractor's Certifications:

10.5.1 Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

10.5.1.1 "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract execution;

10.5.1.2 "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

10.5.1.3 "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

10.5.1.4 "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate.

One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

CITY OF SAN MATEO:

By: _____

Brad B. Underwood
Public Works Director

CONTRACTOR: Anderson Pacific
Engineering Construction, Inc.

By: _____

Peter Anderson
President

APPROVED AS TO FORM:

Caio Arellano
Assistant City Attorney

END OF SECTION

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NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

**SECTION 00 30 00 - BID FORM
(STIPULATED PRICE BASIS)**

1. BID RECIPIENT

1.1. This Bid is submitted to:

Owner: City of San Mateo

Address: 330 West 20th Avenue, San Mateo, CA

Project Identification: Underground Flow Equalization System (UFES)
Package

Contract No.: 46S003-46S14-0553-46320

- 1.2. 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.

2. BIDDER'S ACKNOWLEDGEMENTS

- 2.1. 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 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. BIDDER'S REPRESENTATIONS

3.1. In submitting this Bid, Bidder represents that:

- 3.1.1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>01/19/2020</u>
<u>2</u>	<u>03/04/2020</u>
<u>3</u>	<u>03/12/2020</u>
<u>4</u>	<u>03/16/2020</u>

Addendum No.	Addendum Date
5	04/28/2020

(Bidder shall insert number of each Addendum received.)

- 3.1.2. 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.
- 3.1.3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 3.1.4. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable "technical data,"; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable "technical data."
- 3.1.5. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- 3.1.6. Based on information and observations referred to in paragraph above, Bidder does not consider that 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 required, and in accordance with the other terms and conditions of the Bidding Documents.
- 3.1.7. 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.

- 3.1.8. Bidder has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 3.1.9. The Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for the performance of the Work for which this Bid is submitted.

4. BIDDER'S CERTIFICATION

4.1. Bidder certifies:

- 4.1.1. 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 collusive agreement or rules of any group, association, organization or corporation;
- 4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- 4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:
 - 4.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 4.1.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 4.1.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and
 - 4.1.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 4.1.5. Required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize

the estimated amount of sales tax or if Instructions to Bidders state Owner is tax exempt.

- 4.1.6. In accordance with California Public Contract Code 6101 Bidder has not been convicted of violating a state or federal law respecting the employment of undocumented aliens in preceding 5 years.
- 4.1.7. In accordance with California Labor Code 1777.1, neither Bidder nor its Subcontractors have violated the statutes regarding apprentices for 1 year for the first violation and up to 3 years for the second or subsequent violations.
- 4.1.8. In accordance with California Public Contract Code 10162, neither Bidder nor any employee with a proprietary interest in Bidder, has 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.
- 4.1.9. In accordance with California Public Contract Code 10232, Bidder has no more than one final, unappealable finding of contempt of court by a federal court in last 2 years because of Bidder's failure to comply with a National Labor Relations Board order.
- 4.1.10. In accordance with California Public Contract Code 10285.1, Bidder has not been convicted of violating state or federal antitrust law within the last 3 years.

5. BASIS OF BIDS

- 5.1. The bid form includes Base bid items that constitute the base scope of work in the contract. The bid form also includes a category for Additive or Deductive Items, in which the listed items may be added or revoked from the scope of work in the contract at the Owner's sole discretion, at any time during the course of bidding or construction. If added, an Additive Item shall be performed by the Contractor; the basis of compensation to the Contractor for such Work shall be the amount indicated in the Total Price for the Bid Item. If revoked, a Deductive Item shall not be performed by the Contractor, and the Contractor shall have no claim for compensation.
- 5.2. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

Bid Item No.	Bid Item Title	Bid Units	Unit Price	Quantity	Total Price
Base Bid Items					
1.	Mobilization/Demobilization (Not to Exceed 5% of Total Bid)	LS	2,000,000	1	\$ 2,000,000

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Bid Item No.	Bid Item Title	Bid Units	Unit Price	Quantity	Total Price
2.	Bonds and Insurance	LS	1,000,000	1	\$ 1,000,000
3.	Sheeting, Shoring, and Bracing	LS	12,000,000	1	\$ 12,000,000
4.	Dewatering	LS	2,250,000	1	\$ 2,250,000
5.	SWPPP Implementation and Maintenance	LS	55,000	1	\$ 55,000
6.	Pedestrian and Traffic Control	LS	810,000	1	\$ 810,000
7.	UFES Site	LS	21,327,200	1	\$21,327,200
7A.	UFES Site Piles	LS	2,500,000	1	\$2,500,000
7B.	UFES Spoil Haul and Disposal	Allow ance	\$2,750,000	1	\$2,750,000
7C.	UFES Import Backfill	Allow ance	\$200,000		\$200,000
7D	UFES Site Porous Concrete Paving	SY	90	500	\$ 45,000
7E	UFES Site Porous Asphalt Paving	SY	73	8,600	\$ 627,800
8.	36-inch PVC Relief Sewer by Open Cut	LS	6,930,000	1	\$6,930,000
9.	18-inch PVC Relief Sewer	LF	1,125	26	\$ 29,250
10.	Pressure CIPP Lining of Dewatering Force Main	LF	380	1870	\$710,600
11.	Open Cut 18-inch PVC Dewatering Force Main	LF	1,350	190	\$256,500
12.	Open Cut 24-inch PVC Dewatering Force Main	LF	1,460	18	\$26,280
13.	Force Main Access Chambers	EA	70,000	2	\$140,000
14.	Force Main Access Chamber With Drain	LS	90,000	1	\$90,000

Bid Item No.	Bid Item Title	Bid Units	Unit Price	Quantity	Total Price
15.	Combination Air Release Manhole	LS	28,000	1	\$28,000
16.	Overflow Flap Gate Manhole	LS	51,000	1	\$51,000
17.	Northern Diversion Structure (Cast-in-Place Structure)	LS	400,000	1	\$400,000
18.	Sewer Manholes	EA	56,000	17	\$952,000
19.	Fusible PVC Force Main Installed by HDD	LF	900	193	\$173,700
20.	Bay Meadows Park Landscape Restoration	LS	125,000	1	\$125,000
21.	Allowance for Conducting Building Inspections	Allowance	\$100,000	1	\$100,000
Base Bid Total					\$ 55,577,330
Additive or Deductive Items					
22	Micropile Length Adjustment After Testing Phase	LF	110		
23	Deduction for 36" Relief Sewer and Sewer Manhole Installation (Bid Item No. 8 and Bid Item No. 18) by Microtunneling	LS	-300,000	0	\$ -300,000
Base Bid and Additive or Deductive Items Total					\$ 55,277,330

6. TIME OF COMPLETION

- 6.1. Bidder agrees the Work, and any Milestones specified in Section 01 04 00, Project Coordination, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before the dates, or within the number of working days, indicated in the Agreement.
- 6.2. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

7. ATTACHMENTS TO THIS BID

7.1. The following documents are submitted with and made a condition of this Bid:

- 7.1.1. Required Bid security in the form of Bid bond.
- 7.1.2. List of Proposed Subcontractors and Suppliers.
- 7.1.3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- 7.1.4. Contractor's License No.: 245215
- 7.1.5. Noncollusion Affidavit.
- 7.1.6. Nonresident Bidders shall submit bid preference rules applicable in the state where Bidder's principle place of business is located.
- 7.1.7. DBE Forms 6100-2, 6100-3 and 6100-4 (US EPA DBE Requirements)
- 7.1.8. Supplement 01, American Iron and Steel Certification
- 7.1.9. Supplement 02, Subcontractors List
- 7.1.10. Supplement 03, Debarment and Suspension Certification
- 7.1.11. Supplement 04, DIR Registration Certification (for Bidder and all subcontractors completing prevailing wage work)
- 7.1.12. Supplement 05, Iran Contracting Act Certification
- 7.1.13. Supplement 06, Non-Collusion Declaration
- 7.1.14. Supplement 07, Non-Discrimination and Equal Opportunity Affidavits
- 7.1.15. Supplement 08, Certification regarding Lobbying

8. DEFINED TERMS

- 8.1. The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

9. BID SUBMITTAL

- 9.1. This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By (signature): _____

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Anderson Pacific Engineering

Corporation Name: Construction, Inc. (SEAL)

State of Incorporation: California

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

By: Peter E. Anderson

(Signature – attach evidence of authority to sign)

Name (typed or printed): Peter E. Anderson

Title: President (CORPORATE SEAL)

Attest: Anne P. Anderson

(Signature of Corporate Secretary)

Date of Qualification to do business in California is:
04/11/1966

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: 1390 Norman Avenue
Santa Clara CA 95054

Phone No.: 408-970-9900

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CITY PROJECT NO. 46S003

E-mail: pea@andpac.com

SUBMITTED on April 28, 2020

California Contractor's License No.: 245215

Contractor's License Class (where applicable): A, B, C-10, HAZ

END OF SECTION



ANDERSON PACIFIC
Engineering Construction, Inc.

**Certification by Secretary
Of Corporate Resolution**

At the meeting of the Directors of Anderson Pacific Engineering Construction, Inc., a corporation organized
(Legal Company Name)
and existing under the laws of the State of California, duly called and
(State of Incorporation)
held in accordance with the articles of incorporation and bylaws of the corporation at its office on January 1998 at
(Date of Meeting)
which a quorum of the directors was present the following resolution was adopted to wit:

Resolved, that Peter E. Anderson, President and/or
(Name of Officer and Title)
Matthew Mirenda, Vice President is/are hereby authorized to sign
(Name of Officer and Title)
contracts/agreements in the name of and on behalf of Anderson Pacific Engineering Construction, Inc
(Legal Company Name)

I, Anne P. Anderson, Secretary of Anderson Pacific Engineering
(Name) (Legal Company Name)
Construction, Inc., do hereby certify that I am the Secretary of said corporation
and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly
adopted at meeting held on January 1998 and that said resolution has not been revoked or rescinded.
(Date of Meeting)

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

4/28/20
(Date)

Anne P. Anderson
Secretary

(Seal)

1390 Norman Avenue
Santa Clara, CA 95054
Fax: 408/970-9975
408/970-9900
Lic. No. 245215

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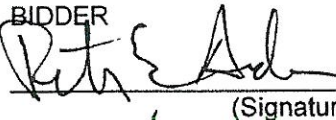
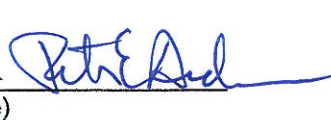
SECTION 00 43 40 - PROPOSED SUBCONTRACTORS FORM

Pursuant to California Public Contract Code §4104 et seq., the Bidder shall list below the names, locations of place of business, and California contractor license number of each subcontractor who will perform Work or labor or who will render service to the prime Contractor in or about the construction of the Work or improvement, or a subcontractor duly licensed 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 Bidding Documents, in an amount in excess of 1/2 of 1 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 1/2 of 1 percent of the prime Contractor's total Bid or \$10,000, whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. The Bidder's attention is directed to the provisions of Paragraph 7.06.B.1 of the Supplementary Conditions, which stipulates the percent of the Work to be performed with the Bidder's own forces. Failure to comply with this requirement may render the Bid as non-responsive and may cause its rejection.

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name, Address, and Contact Person
1. CIPP	758411 Dir# 1000009089	1 %	Insituform Technologies 17788 Edison Ave Chesterfield MO Bill Bonney
2. Rebar	1047398 Dir# 1000000298	4.5%	Cmc Rebar 1060 Kaiser Road Napa CA Andrew Wolff
3. Pervious Porous Concrete	643381 Dir# 1000018087	0.1 % 1 %	Bay Area Pervious Concrete 100 Gilesmay Way San Carlos CA Hannah Gueather
4. Shoring and Forming	1061242 Dir 1000030706	1.5%	Torres Brothers 818 E. Palmo Dr Inglewood CA Carlos Torres
5. Shoring micropile Dewatering	745354 Dir 10000004866 y# 1000004866	16.5%	Drill Tech & Drill Shoring 220 Wymore Way Anaheim CA Steve McCullough

Add additional sheets, if necessary.

BIDDER

(Signature)

3/17/20

4/29/20

(Date)


END OF SECTION

SECTION 00 43 40 - PROPOSED SUBCONTRACTORS FORM

Pursuant to California Public Contract Code §4104 et seq., the Bidder shall list below the names, locations of place of business, and California contractor license number of each subcontractor who will perform Work or labor or who will render service to the prime Contractor in or about the construction of the Work or improvement, or a subcontractor duly licensed 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 Bidding Documents, in an amount in excess of 1/2 of 1 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 1/2 of 1 percent of the prime Contractor's total Bid or \$10,000, whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. The Bidder's attention is directed to the provisions of Paragraph 7.06.B.1 of the Supplementary Conditions, which stipulates the percent of the Work to be performed with the Bidder's own forces. Failure to comply with this requirement may render the Bid as non-responsive and may cause its rejection.

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name, Address, and Contact Person
1. Concrete Block MASONRY YH	692989 YH 100024727 YH	11 YH	Concrete Stone masonry Inc YH PO Box 3017 YH Salinas CA 94706
2. Concrete Block masonry	324209 Salinas 1000011270	11	Patanie masonry 1176 Loyola St Salinas CA Giuseppe Patania
3. Microtunneling	734093 1000003942	8%	Nada Pacific Corporation P.O. Box 8, Coruthers, CA 93609 Frank Lorenzen
4.			
5.			

Add additional sheets, if necessary.

BIDDER

(Signature)
3/17/20 4/29/20
(Date)

END OF SECTION

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name G2 METAL FAB		Project Name Underground Flow Equalization System
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact KEN AO
Address 4205 B ST, STOCKTON, CA 95206		
Telephone No. 925-443-7903		Email Address kho@g2metalfab.com
Prime Contractor Name Anderson Pacific Engineering Construction, Inc.		Issuing/Funding Entity: EPA

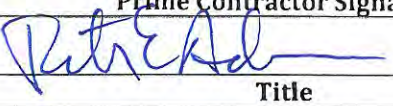
Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	MISC METAL / STRUCTURAL STEEL	\$111,000
DBE Certified By: <u>DOT</u> <u>SBA</u> <u>X</u> Other: MBC		Meets/ exceeds EPA certification standards? <u>YES</u> <u>NO</u> <u>X</u> Unknown

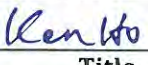
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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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Prime Contractor Signature	Print Name
	Peter E. Anderson
Title	Date
President	3/24/20

Subcontractor Signature	Print Name
	KEN HO
Title	Date
Subcontractor	3/24/20

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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Subcontractor Name James Long Construction Services, Inc.		Project Name Underground Flow Equalization System	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Brad Tucker	
Address 8560 Younger Creek Dr., Sacramento, CA 95828			
Telephone No. 916-379-9524		Email Address btucker@jameslongconstruction.com	
Prime Contractor Name Anderson Pacific		Issuing/Funding Entity: City of San Mateo / State Water Revolving Fund	

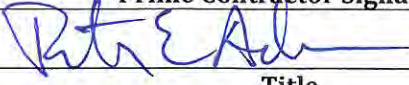
Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	HVAC & FOUL AIR SYSTEMS	\$259,800.00
DBE Certified By: ___ DOT ___ SBA _X_ Other: ___ DGS		Meets/ exceeds EPA certification standards? _X_ YES ___ NO ___ Unknown

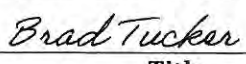
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DBE Subcontractor Performance Form**

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Prime Contractor Signature	Print Name
	Peter E. Anderson
Title	Date
President	3/24/20

Subcontractor Signature	Print Name
	BRAD TUCKER
Title	Date
VICE PRESIDENT	3/20/20

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Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

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Subcontractor Name Morgner Construction Management		Project Name Underground Flow Equalization System(UFES) Package	
Bid/ Proposal No. 46S003-46S14-0553-46320	Assistance Agreement ID No. (if known)	Point of Contact Walter Contreras	
Address 5055 Wilshire Blvd., Suite 333, Los Angeles, CA 90036			
Telephone No. (323) 900-0030		Email Address wcontreras@morgnerco.com	
Prime Contractor Name Anderson Pacific Engineering Construction, Inc.		Issuing/Funding Entity: US Environmental Protection Agency	


Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
BID ITEM NO. 1	Geotechnical Instrumentation (Excavation Monitoring)	\$188,630
BID ITEM NO. 1	Noise and Vibration Monitoring	\$163,200
BID ITEM NO. 1	Pre-Construction Surveys (Photo/Video Documentation)	\$63,480
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: CUCP# 34375		Meets/ exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

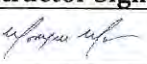
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DBE Subcontractor Performance Form**

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Prime Contractor Signature	Print Name
	Peter E. Anderson
Title	Date
President	3/24/20

Subcontractor Signature	Print Name
	Monique Morgner Lukeman
Title	Date
CEO	3/18/2020

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DBE Subcontractor Performance Form**

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Subcontractor Name <i>SIERRA TRAFFIC MARKINGS, INC.</i>		Project Name Underground Flow Equalization System	
Bid/ Proposal No. <i>20-370</i>	Assistance Agreement ID No. (if known) Unknown	Point of Contact <i>Ren Johnson</i>	
Address <i>9725 DEL RD. SUITE B ROSEVILLE, CA. 95747</i>			
Telephone No. <i>916-774-9080</i>		Email Address <i>Ren@SIERRATRAFFICMARKINGS.COM</i>	
Prime Contractor Name Anderson Pacific Engineering Construction, Inc.		Issuing/Funding Entity: EPA	


Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
<i>32-17-23</i>	<i>Pavement markings</i>	<i>\$29,740.00</i>
DBE Certified By: <input type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unknown

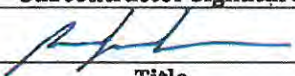
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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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	Prime Contractor Signature	Print Name
		Peter E. Anderson
Title		Date
President		3/24/20

	Subcontractor Signature	Print Name
		Ron Johnson
Title		Date
President / CEO		3/4/2020

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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Subcontractor Name VERUX, INC.		Project Name Underground Flow Equalization System	
Bid/ Proposal No. VERUX # 20-876	Assistance Agreement ID No. (if known) N/A	Point of Contact BOB SHULTS	
Address 2443 FAIR OAKS BLVD., #150, SACRAMENTO, CA 95864			
Telephone No. 916 850 5758		Email Address BOB@VERUXINC.COM	
Prime Contractor Name Anderson Pacific Engineering Construction, Inc.		Issuing/Funding Entity: EPA	

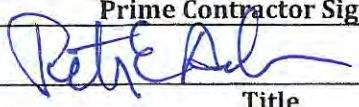
Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	SWPPP preparation	\$2,500.00
DBE Certified By: <input type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown Certified MicroBusiness


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DBE Subcontractor Performance Form**

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Prime Contractor Signature	Print Name
	Peter E. Anderson
Title	Date
President	3/24/20

Subcontractor Signature	Print Name
	BOB SHULTS
Title	Date
PRESIDENT	3/24/2020

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Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

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Subcontractor Name Vibrasure		Project Name Underground Flow Equalization System	
Bid/ Proposal No. 46S003-46S14-0553-46320	Assistance Agreement ID No. (if known)	Point of Contact Tyler Rynberg	
Address 2440 16th St, #317, San Francisco, CA 94103			
Telephone No. 415-946-8487		Email Address tyler@vibrasure.com	
Prime Contractor Name Anderson Pacific Engineering Construction, Inc.		Issuing/Funding Entity: EPA	


Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
01 50 00, 31 09 13	Noise and Vibration Planning and Monitoring	\$91,700
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>SBE with CA DGS, #2007534</u>		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown

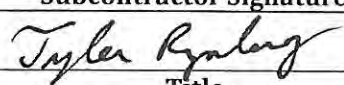
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 Prime Contractor Signature	Print Name
	Peter E. Anderson
Title	Date
President	3/24/20

Subcontractor Signature	Print Name
	Tyler Rynberg
Title	Date
Senior Consultant	3/24/2020

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Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Anderson Pacific Engineering Construction, Inc.		Project Name Underground Flow Equalization System	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Peter E. Anderson	
Address 1390 Norman Avenue, Santa Clara, CA 95054			
Telephone No. 408-970-9900		Email Address pea@andpac.com	
Issuing/Funding Entity: City of San Mateo / State Water Revolving Fund			

I have identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Sierra Traffic Markings, Inc.	9725 Del Rd. Ste. B, Roseville, CA 95747 916-774-9080 / ron@sierratrafficmarkings.com	\$29,740	Yes
James Long Construction Services	8560 Younger Creek Dr., Sacramento, CA 95828 916-379-9524 / btucker@hameslongconstruction.com	\$259,800	Yes
Morgner Construction Management	5055 Wilshire Blvd. Ste. 333, Los Angeles, CA 90036 323-900-0030 / wcontreras@morgnerco.com	\$265,000	Yes
Continue on back if needed			

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Prime Contractor Name Anderson Pacific Engineering Construction, Inc.		Project Name Underground Flow Equalization System	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Peter E. Anderson	
Address 1390 Norman Avenue, Santa Clara, CA 95054			
Telephone No. 408-970-9900		Email Address pea@andpac.com	
Issuing/Funding Entity: City of San Mateo / State Water Revolving Fund			

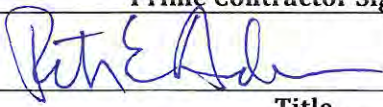
I have identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Verux	2443 Fair Oaks Blvd. #150, Sacramento, CA 95825 916-850-5758 / bidding@veruxinc.com	\$2,500	Yes
G2 Metal Fab	4205 B St., Stockton, CA 95206 \$111,000 DBE-Yes 925-443-7903 / kho@g2metalfab.com	\$111,000	Yes
Vibrasure	2440 16th St. #317, San Francisco, CA 94103 415-946-8487 / tyler@vibrasure.com	\$91,700	Yes
Continue on back if needed			

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

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Prime Contractor Signature	Print Name
	Peter E. Anderson
Title	Date
President	3/24/20

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