

Proposal for ASR Wells 5 & 6 of the

Monterey Peninsula Water Supply Project

# **Section 1.0 Executive Summary**

Lic. #927400

# PROPOSAL FORM 1

### TRANSMITTAL LETTER

November 26, 2018

California American Water 511 Forest Lodge Rd., Suite 100 Pacific Grove, CA 93950

Re: Monterey Peninsula Water Supply Project - Fitch Park ASR Wells 5 and 6

Dear Sir/Madam:

<u>Pacific Coast Well Drilling, Inc.</u> (the "Proposer") hereby submits its Proposal in response to the Request for Proposals for the Monterey Peninsula Water Supply Project Fitch Park ASR Wells 5 and 6 (the "RFP") issued by California-American Water Company ("CAW") on September 29, 2018, as amended.

As a duly authorized representative of the Proposer, I hereby certify, represent, and warrant, on behalf of the Proposer team, as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFP and the following addenda:

No.	<u>Date</u>
1	October 9, 2018
2	October 21, 2018
3	November 8, 2018
4	November 14, 2018

- 52.3.1.1. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Attachment 1 to this Transmittal Letter is a Certificate of Authorization which evidences my authority to submit the Proposal and bind the Proposer.
- 5.2.3.1.2. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that CAW will rely on such information and statements in selecting the most advantageous Proposal to CAW and executing the Contract.
- 5.2.3.1.3. Attachment 2 to this Transmittal Letter sets forth the Proposer's Project team and identifies each team member's proposed role with respect to the Project. Attachment 3 to this Transmittal Letter provides licensing information for each Project team member.



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- 5.2.3.1.4. Neither the Proposer nor any Project team member is currently suspended or debarred from doing business in the State of California;
- 5.2.3.1.5. There is no action, suit or proceeding, at law or in equity, before any court or similar governmental body, against the Proposer, wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the ability of the Proposer to perform their respective obligations under the Contract or the other transactions contemplated hereby, or which, in any way, would have a materially adverse effect on the validity or enforceability of the obligations proposed to be undertaken by the Proposer, or any Contract or instrument entered into by the Proposer in connection with the transactions contemplated hereby.
- 5.2.3.1.6. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Proposer has been adjudicated to be in violation of any state or federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.
- 5.2.3.1.7. The Proposer and all Project team members have reviewed all of the engagements and pending engagements of the Proposer and all Project team members and no potential exists for any conflict of interest or unfair advantage.
- 5.2.3.1.8. No person or selling agency has been employed or retained to solicit the award of the Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer.
- 52.3.1.9. The principal contact person who will serve as the interface between CAW and the Proposer for all communications is:

NAME:	Wes Lockard	
TITLE:	Project Manager	
ADDRESS:	PO Box 184 Templeton CA 93465	
	*	
PHONE:	805-434-5543 x110	
FAX:	805-434-5570	
EMAIL:	wes@pcwelldrilling.com	

52.3.1.10. The key technical and legal representatives available to provide timely response to written inquiries submitted and to attend meetings requested by CAW are:

# Technical Representative:

NAME:	Wes Lockard
TITLE:	Project Manager
ADDRESS:	PO Box 184 Templeton CA 93465
PHONE:	805-434-5543 x110
FAX:	805-434-5570
EMAIL:	wes@pcwelldrilling.com
	PF1-2



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Legal Representative:

NAME:

Joseph W. Diehl, Jr.

TITLE:

Legal Counsel

ADDRESS:

1043 Pacific Street San Luis Obispo, CA 93401

PHONE:

805-541-1000

FAX:

805-541-6870

EMAIL:

N/A

- 52.3.1.11. The Proposer has carefully examined all documents constituting the RFP and the addenda thereto.
- 5.2.3.1.12. The Contract in the form issued with this RFP is agreed to, except where changes have been requested in Proposal Form 6 and such changes have been indicated as conditions of the Proposal.
- 5.2.3.1.13. If selected, the Proposer agrees to negotiate in good faith to enter into a Contract that reflects the substantive terms and conditions of the RFP and the Proposal.
- 52.3.1.14. The Proposer has submitted all Proposal Forms and applicable bid packages and such Proposal Forms and applicable bid packages are a part of this Proposal.

Having carefully examined the RFP and all other documents bound therewith, together with all addenda thereto, all information made available by CAW, and being familiar with the Project (as described in the RFP and the Contract) and the various conditions affecting the work, the Proposer hereby offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal, all for the prices set forth in the submitted bid packages.

Pacific Coast Well Dr	illing, Inc.
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Name of Proposer

Tyson R. Davis

Name of Designated Signatory

Signature

President

Title



(Use State-Appropriate form for Notary Public)

Lic. #927400

Note: If this Proposal is being submitted by a corporation, the Proposal shall be executed in the corporate name by the president or other corporate officer with authority to bind the corporation, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the secretary of the corporation evidencing the officer's authority to execute the Proposal shall be attached.

If this Proposal is being submitted by a joint venture or general partnership, it shall be executed by all partners, and any partner that is a corporation shall follow the requirements for execution by a corporation, as set forth above.

If this Proposal is being submitted by a limited partnership or a limited liability company, it shall be executed by the managing partner(s) or managing member thereof, and such shall also submit proof of authority to so execute the Proposal, in a form satisfactory to CAW. Any partner or member that is a corporation shall follow the requirements for execution by a corporation, as set forth above.

(	
State of <u>California</u>	
County of San Luis Obispo	
Davis, who is President of Pacipersonally known to me to be the personal pe	, 2018, before me appeared Tyson R. ific Coast Well Drilling, Inc., a California Corporation erson described in and who executed this Transmittal Letter d the same freely and voluntarily for the uses and purposes
In witness thereof, I have hereunto swritten above.	et my hand and affixed my official seal the day and year last
	Ger attremed
	Notary Public in and for the State of(Seal)
,	(Name Printed)
	Residing at
	Commission Number

# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

	ficate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.		
State of California	)		
County of San Luis Obispo	)		
N 00 0040	Chelsea Borneman, Notary Public		
On November 29 2018 before me, Date	Here Insert Name and Title of the Officer		
Tugon Dovin	, , o o moon mand and moon and come		
personally appeared	Name(s) of Signer(s)		
subscribed to the within instrument and acknowledge	ry evidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument 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.		
CHELSEA BORNEMAN COMM. # 2143121 NOTARY PUBLIC: CALIFORNIA SAN LOIS OBISPO COUNTY MY CRUSE EXP. MARCH 31, 2021	Signature of Notary Public		
Place Notary Seal Above OPTIONAL Though this section is optional, completing this information can deter alteration of the document or			
	his form to an unintended document.		
<b>Description of Attached Document</b>			
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:	Signer's Name:		
☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General		
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact		
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator		
☐ Other:	Other:		
Signer Is Representing:	Signer Is Representing:		



# Attachment 1

Lic. #927400

# **CERTIFICATE OF AUTHORIZATION\***

I, Dwain A. Davis, a resident of San Luis Obispo in the State of California DO HEREBY CERTIFY that I am the Clerk/Secretary of Pacific Coast Well Drilling, Inc., a corporation duly organized and existing under and by virtue of the laws of California; that I have custody of the records of such corporation; and that as of the date of this certification, Tyson R. Davis holds the title of President of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Monterey Peninsula Water Supply Project Fitch Park ASR Wells 5 and 6, issued by California- American Water Company on September 29, 2018, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this 21 day of November 2018.

(Affix Seal Here)

\* Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.

# Attachment 2

Lic. #927400

# PROJECT TEAM MEMBER LIST

Proposals shall identify the names and roles of the Proposer and any Significant Subcontractors and all other Project team members identified to date:

NAME:	ROLE:
Tyson Davis	President
Wes Lockard	Project Manager
Allan Melendez	Administration & Project Management Support
Chelsea Borneman	Administration & Project Management Support
	Pacific Coast Well Drilling, Inc.
	Name of Proposer
	Tyson R. Davis
	Name of Designated Signatory
	1000
	Signature
	President
	Title

# **Attachment 3**

Lic. #927400

# PROJECT TEAM LICENSE LIST

Attach corresponding copies of applicable licenses

License No.	Classification	Name of Licensee	Renewal Date	Active (Yes/No)
927400	C57	Tyson R. Davis	01/31/2019	Yes
927400	A	Tyson R. Davis	01/31/2019	Yes
927400	C-61 / D21	Tyson R. Davis	01/31/2019	Yes
927400	В	Tyson R. Davis	01/31/2019	Yes



# **Executive Summary**

Pacific Coast Well Drilling (PCWD) is pleased to provide a comprehensive proposal for the Construction of Fitch park ASR Wells 5 & 6. This proposal includes all services required for two ASR well completions at adjacent jobsites along General Jim Moore Blvd., in Seaside, CA. Significant pre-construction considerations have been included in PCWD's proposal such as limited site preparation, perimeter fencing, sound attenuation mitigation, traffic control & storm water control measures.

Both conductors will be drilled and installed by Myers Drilling, a subcontractor whom specializes in Auger drilling. PCWD's drilling rig will then mobilize to the first site to setup for pilot hole drilling and continue at that job site until the 1<sup>st</sup> ASR well is constructed and mechanically developed before tearing down and moving all drilling equipment to the 2<sup>nd</sup> job site. PCWD will then setup for the pilot hole at that site and complete the 2<sup>nd</sup> well.

Once both wells have been completed, PCWD will then demobilize all drilling equipment and deploy our pump rig and crews for pumping development and production testing of the aquifer through to wellhead completion and site cleanup.



# **Project Team**

Tyson R. Davis

Education: B.S. Agricultural Business w/ Minor in Policy

Relative Experience:

10 years of Well Drilling Construction Experience as driller and Operations Manager

Relative Duties:

Technical Expert for both Drilling and Pumping Operations

Wes Lockard

Education: Goulds Water Certificate of Technology in Turbine Pumps, 2018 Johnson Screens Ground

Water & Well Design Class Certificate

Relative Experience:

2 years of hands-on well drilling experience + 5 years of well drilling operations management experience

Relative Duties:

Project Manager for Drilling and Pumping Operations

Dan Ruda

Relative Experience:

30+ years of water well drilling experience

Relative Duties:

Field Supervisor for Drilling Operations

Allan Melendez

Education: B.S. Industrial Engineering, CAPM certified, 2018 Johnson Screens Ground Water & Well

Design Class Certificate

Relative Experience: 3 years of well drilling project management & administration.

Relative Duties:

Project Management support for Drilling Operations & Administration Support for Drilling and Pumping

Operations

Chelsea Borneman

Education: BS Business Management, Osha 40 Certified, EM385 certified, Goulds Water Certificate of

Technology in Turbine Pumps

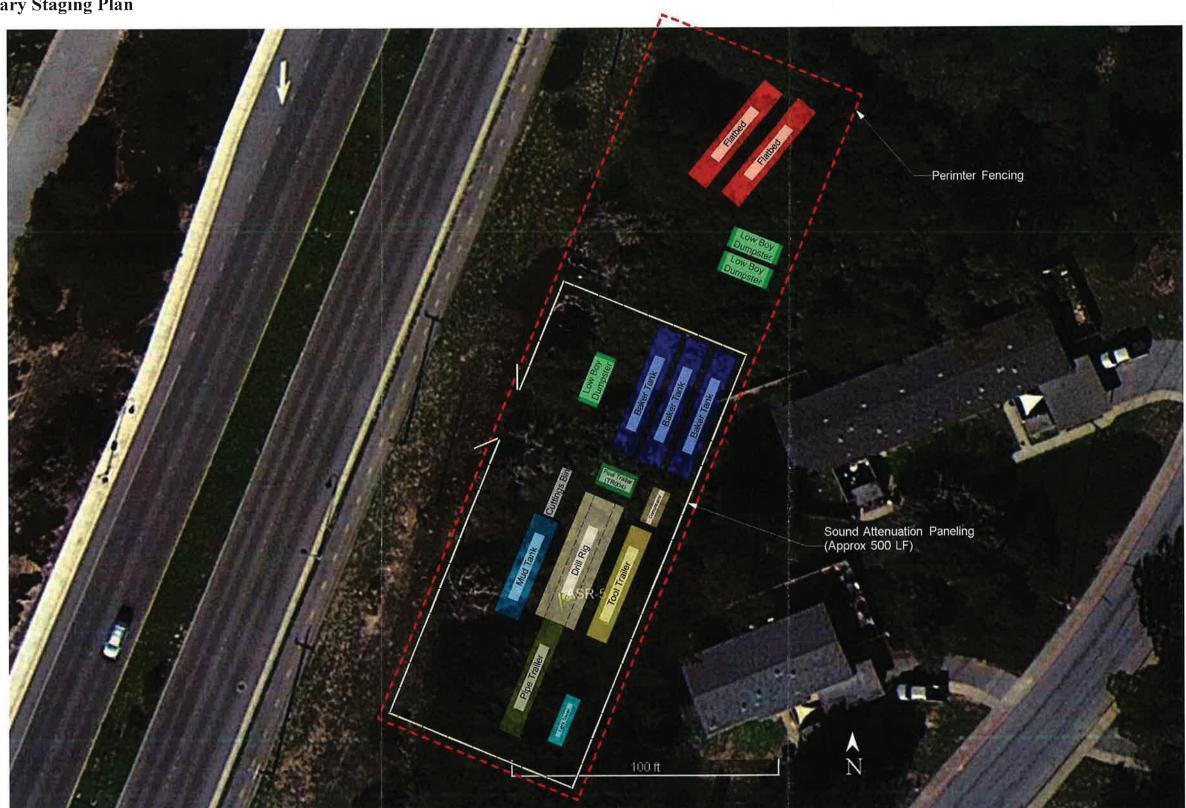
Relative Experience: 2.5 years of pump system project management and administration.

Relative Duties:

Project Management support for Pumping Operations & Administration Support for Pumping Operations



**ASR-5** Preliminary Staging Plan





**ASR-6 Preliminary Staging Plan** 



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# PROPOSAL FORM 2

NON-COLLUSION AFFIDAVIT		
STATE OF <u>California</u> : SS.: COUNTY OF <u>San Luis Obispo</u> )		
I, Tyson R. Davis a resident of San Luis O State of California, of full age, being duly sworn that:	<u>-</u>	
I am the President of, Pacific California, the Proposer making the Proposal is Monterey Peninsula Water Supply Project Fitch American Water Company on September 29, Proposal with full authority to do so;	Park ASR Wells 5 and 6 issued by California-	
523.1.14.1.1.12. The prices in this Proposa collusion, fraud, consultation, communication, competition, as to any matter relating to such competitor;	al have been arrived at independently without or agreement, for the purpose of restricting prices with any other Proposer or with any	
523.1.14.1.1.13. Unless otherwise required by the Proposer prior to opening, directly or indirectly and		
No attempt has been made other person or entity to submit or not to subcompetition.		
I, hereby affirm under the penalties of perj	ury that the foregoing statements are true.	
	Pacific Coast Well Drilling, Inc.	
	Name of Proposer	
	Tyson R. Davis	
	Name of Designated Signatory	
	1/20 - 2	
	Signature	
	President	
	Title	



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(Use State-Appropriate Form for No	tary Public)
State of California	
County of San Luis Obispo	
Davis, who is President of Pacific known to me to be the person de	, 2018, before me appeared Tyson R. c Coast Well Drilling, a California Corporation, personally escribed in and who executed this Transmittal Letter and the same freely and voluntarily for the uses and purposes
In witness thereof, I have hereunto s written above.	et my hand and affixed my official seal the day and year last
(Seal)	Notary Public in and for the State of
	(Name Printed)
	Residing at
	Commission Number

# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

Victorialiationalisticulational	
	rtificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California County of San Luis Obispo	) . )
On November 29 2018 before me,	Chelsea Borneman, Notary Public
Date Date	Here Insert Name and Title of the Officer
personally appearedTyson Davis	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	tory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s), s) acted, executed the instrument.
CHELSEA BORNEMAN COMM # 2143121	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.
MOTARY PUBLIC - CALIFORNIA O SAN LUIS ORISTO CONTY MY CORE ELD MACHES 2021	WITNESS THY Harld and Official Seal.
	Signature
	Signature of Notary Public
Place Notary Seal Above	OPTIONAL ————————————————————————————————————
	this information can deter alteration of the document or f this form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date:	Number of Pages:
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited    General  Individual    Attorney in Fact  Trustee    Guardian or Conservator  Other:  Signer Is Representing:	Other:

# PROPOSAL FORM 3

#### DISCLAIMER STATEMENT

The information contained in or otherwise provided in connection with the Request for Proposals for the Monterey Peninsula Water Supply Project Fitch Park ASR Wells 5 and 6 (the "RFP") issued by California-American Water Company ("CAWC") on September 29, 2018, as amended, has been prepared by CAWC and, while such information is believed to be accurate and reliable, except as otherwise expressly set forth in the RFP, CAWC makes no representation as to such accuracy or reliability. In no way shall any such information constitute a representation or warranty by CAWC or any of its officials, employees, agents, consultants, attorneys, representatives, contractors, or subcontractors (the "CAWC Representatives"). The Proposer hereby releases and forever discharges CAWC and the CAWC Representatives from any and all claims which such Proposer has, had or may hereafter have arising out of any information contained in or otherwise provided in connection with the RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

Pacific Coast Well Drilling, Inc.	
Name of Proposer	
Tyson R. Davis	
Name of Designated Signatory	
Signature	
President	
Title	

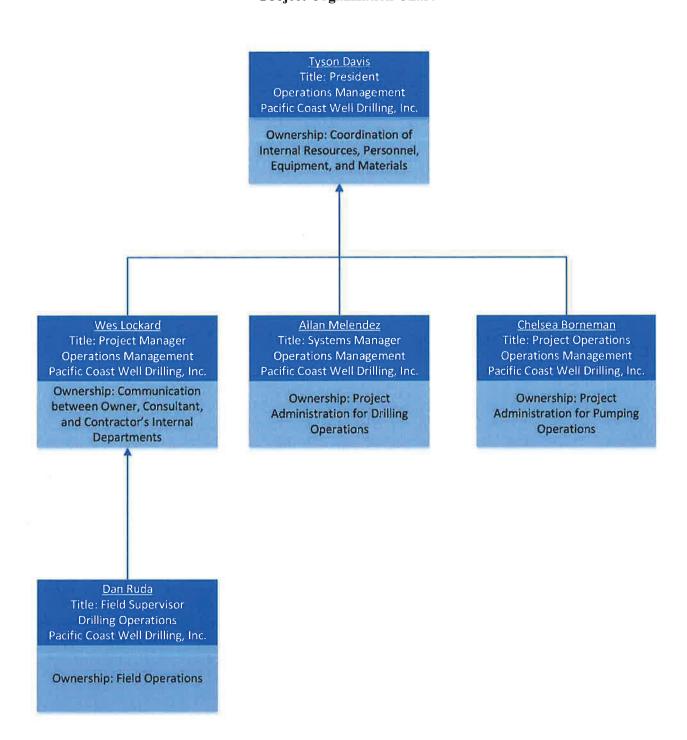
# Section 2.0 Project Team Information



# **General Project Team Information**

Pacific Coast Well Drilling (PCWD) is a corporation that will be serving as the contracting party.

# **Project Organization Chart**





# **Division of Project Work**

Pacific Coast Well Drilling (PCWD) typically undertakes 95% or more of the work for water well drilling projects because it is a specialized industry.

PCWD typically subcontracts Myers Drilling for conductor installations and Pacific Surveys for all geophysical logs & surveys. Neither of these subcontractor's contracts are expected to exceed 0.5% of the total bid amount. All other subcontractor's work is less significant (of less value) or are considered vendors/suppliers whom do not perform work on the job site.

PCWD accepts responsibility for work done by subcontractors since we will have a field supervisor (or other PCWD employee) at the job site overseeing subcontractor work.

The Operations Management Team at PCWD is a collaborative team of professionals whom effectively manage and orchestrate project operations by following our Core Values:

# Speak the Truth

Through every interaction -- from leadership meetings to employee communication to working with clients -- we will ensure that we speak the truth and create a sense of trust to educate our audiences that our word is our bond.

#### Find the Ideal

We will work tirelessly to find the ideal outcomes, solutions and goals for our business' bottom line, employee relationships and customer service. With internal alignment and partnership, we will continue our excellence and innovation in our field.

#### **Integrity in Action**

Pacific Coast Well Drilling & Precision Hydro is intent on being pioneers in integrity, trustworthiness and authenticity. We seek to inspire and drive others to follow our lead.

#### **Relentless Execution**

Our fierce work ethic results in relentless execution of our strategies and tactics. Our empowering approach allows employees to do the same.

# Lead by Example

By exhibiting stewardship, joy, altruism and unity, our leaders will lead by example for others to follow. We intend to demonstrate that our business is not just a much-needed service, but also one that is conducted with the utmost integrity

The Operations Management team abides by these core values in our everyday operations which allows us to balance our ever-changing workloads and allow us to effectively execute our project work



# **Diverse Business Enterprise Utilization Plan**

Pacific Coast Well Drilling (PCWD) is dedicated to meet the requirements of the Diverse Business Enterprises program goals and will commit to monitor and report the continued implementation of the Diverse Business program goals.

Please refer to Proposal Form 08 for our Diverse Business Enterprises Requirement Statement, attached in Section 4.



# 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 DBE<sup>1</sup> subcontractor's<sup>2</sup> and the estimated dollar amount of each subcontract. A 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 Pacific Coast Well Drilling, Inc.		Project Name MPWSP Fitch P	ark ASR-5 and ASR-6
Bid / Proposal No.	Assistance Agreemer	nt ID No. (if known)	Point of Contact
			Tyson R. Davis
Address			
Mailing: PO Box 184, Templetor	n, CA 93465; Physic	al: 10100 Rocky	Canyon Rd., Atascadero, CA 93422
Telephone No.		Email Address	
(805) 434-5543		tyson@pcwello	drilling.com
Issuing/Funding Entity		•	
California American Water Co.			

I have identified potential DBE certified subcontractor		ertified subcontra	DBE certifie	potential	identified	l have
---	--	--------------------	--------------	-----------	------------	--------



NO

If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Independent Pipe & Steel Inc.	5303 Rosedale Highway, Bakersfield, CA 93308	\$1,203,000.00	Yes

--Continue on back if needed--

FORM 4500-4 (DBE Subcontractor Utilization Form)

<sup>&</sup>lt;sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup> 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 award of financial assistance.

# **EXHIBIT A**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Amont -	Tyson R. Davis
Title	Date
President	11/29/2018

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

# **EXHIBIT** A



# 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. A 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 contractor's bid or proposal package.

Subcontractor Name Independent Pipe & Steel Inc.		Project Name MPWSP Fitch Park A		
Bid / Proposal No.	Assistance Agreemer	nt (D No. (If known)	Point of Contact Bruce Haupt	
Address 5303 Rosedale Highway, Bakersfle	ld, CA 93308			
Telephone No.		Email Address		
(661) 325-0398		bruce@indps.com	·	
Prime Contractor Name		Issuing/Funding Et	ntity	
Pacific Coast Well Orllling, Inc.		California American	Water Co.	

Contract Item Number	Description of Work Submitted from the Construction, Services, Equipm	Prime Contractor Involving Price of Wor Submitted to Prime Contract	the
3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7	Supply 36" Mild Steel Spiral Welded Conductor, 22" & 20" St reducer, semi-elliptical head, gravel feed tube, sounding tub casing centralizers and other well casing components.	Stainless Steel Production Well Casing, be, sounding tube entry port, vent tube, \$1,203,000.	00
DBE Centified By Other: <u>Calif</u>	_ DOT	ots/exceeds EPA certification standards? YES NO Unknown	

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup> 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 award of financial assistance.

#### **EXHIBIT** A

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Para Para Antonio Propriede Signatura de la Carta	
1-11	Tyson R. Davis
A PROPERTY OF THE PROPERTY OF THE PARTY OF T	NEW TOTAL PROPERTY OF THE PROPERTY OF THE PARTY OF THE PA
President	11/29/2018

	Bruce Haupt
	1129/2018
President	8106/1011

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20480. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

Printed on: 9/21/2018 11:12:32 AM

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



# Office of Small Business & DVBE Services

Certification ID: 1015008

Legal Business Name:

INDEPENDENT PIPE & STEEL INC.

Doing Business As (DBA) Name 1:

INDEPENDENT PIPE & STEEL INC.

Doing Business As (DBA) Name 2:

Address:

5303 ROSEDALE HWY

BAKERSFIELD

CA 93308

Email Address:

denise@indps.com

**Business Web Page:** 

www.indps.com

**Business Phone Number:** 

661/325-0398

**Business Fax Number:** 

661/325-0269

**Business Types:** 

Non-Manufacturer

**Certification Type** 

Status

From

To

SB

Approved

09/21/2018

09/30/2020

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at 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

# Allan Melendez

rom:

Allan Melendez

ent:

Monday, November 19, 2018 2:54 PM

Cc:

purchasing@pcwelldrilling.com

Subject:

Traffic Control Services for Well Drilling Job in Monterey County

**Attachments:** 

Extracted pages from CAW ASR Wells 5 and 6 RFP.pdf

Pacific Coast Well Drilling, Inc. a water well drilling contractor seeking certified DBE contractors/vendors to perform traffic control services at prevailing wage rates for California American Water for the Construction of Fitch Park ASR 5 & 6 Well Drilling and Development" a job in Monterey County.

Specifically, a traffic control plan and associated materials, signage, etc. for the two adjacent job sites shown in the attached map. One lane (the one closest to the jobsites) will be required to be closed during the project expecting to last approximately 3 months.

Please call or email me if you have any questions.

If interested, please email your bid directly to me or to <a href="mailto:purchasing@pcwelldrilling.com">purchasing@pcwelldrilling.com</a> by Nov 27<sup>th</sup>.

Thank You,

Allan Melendez - Systems Manager & Project Support

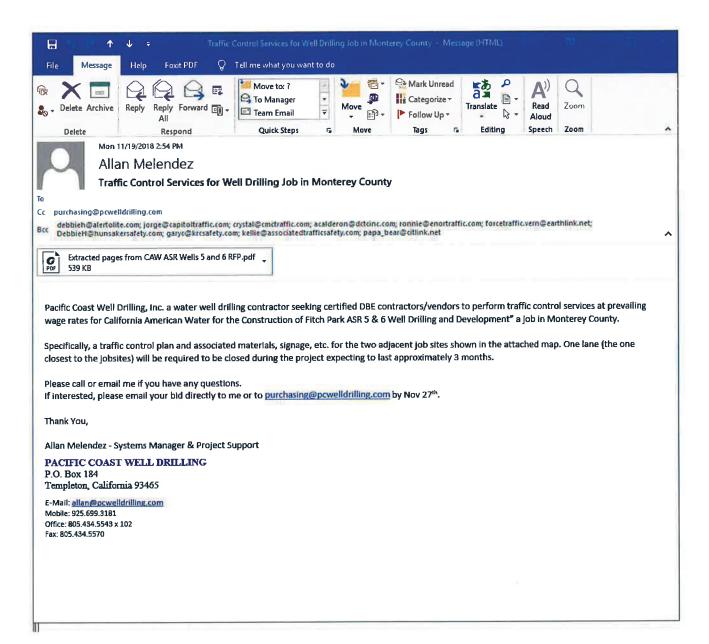
# PACIFIC COAST WELL DRILLING

P.O. Box 184 empleton, California 93465

E-Mail: allan@pcwelldrilling.com

Mobile: 925.699.3181 Office: 805.434.5543 x 102

Fax: 805.434.5570



# **Allan Melendez**

rom:

Allan Melendez

sent:

Monday, November 19, 2018 3:01 PM

Subject:

Concrete Pumpers for Well Drilling Job in Monterey County

Pacific Coast Well Drilling, Inc. a water well drilling contractor seeking certified DBE contractors to perform concrete pumping work at prevailing wage rates for California American Water for the Construction of Fitch Park ASR 5 & 6 Well Drilling and Development" a job in Monterey County.

The concrete pumping is for cement grout sanitary seals for water wells which are required to be pumped via tremie pipe. The cement grout mix is typically 10.3 sack sand slurry, 8" slump with 4% retardant, 2" hookup to our equipment. Job is expected to start sometime around Jan- Feb.

If you are interested, please provide me with your prevailing wage rates by Nov. 27th.

Thank You,

Allan Melendez - Systems Manager & Project Support

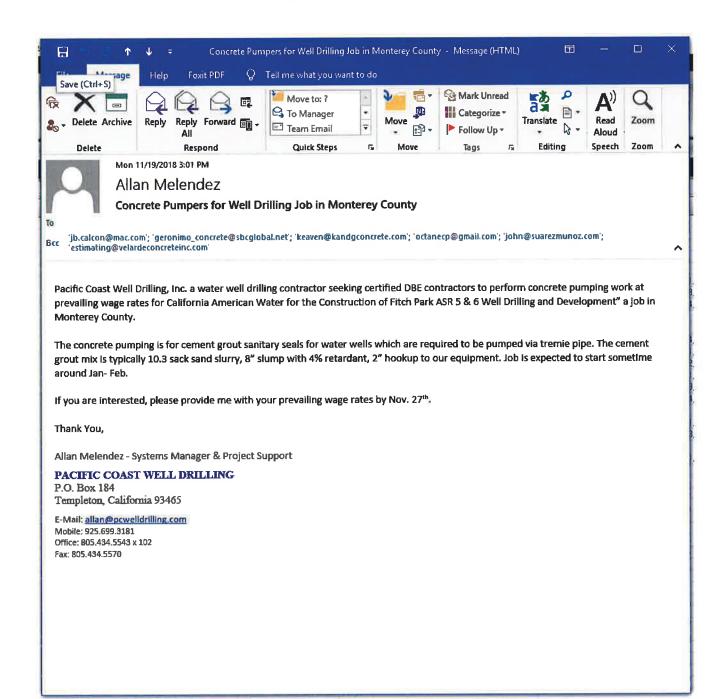
# PACIFIC COAST WELL DRILLING

P.O. Box 184 Templeton, California 93465

E-Mail: allan@pcwelldrilling.com

Mobile: 925.699.3181 ffice: 805.434.5543 x 102

Fax: 805.434.5570



Confirmation	Order Confirmation
Confirmation	Order Confirmation
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	Order

MONTEREYHERALD.COM ADVENTURES MONTEREY BAY HEALTH MATTERS WHO'S COUNTING? GO!

3:22PM Page 1

11/08/18

Ad Order Number 0006253482	<u>Customer</u> PACIFIC COAST WELL DRILLING	alling	Payor Customer PACIFIC COAST WELL DRILLING	PO Number 16704
<u>Sales Representative</u> Denise Irish	Customer Account 3776468		Payor Account 3776468	Ordered By Allan Melendez <allan@pcwelldrilling.co< td=""></allan@pcwelldrilling.co<>
<u>Order Taker</u> Denise Irish	Customer Address PO BOX 184 TEMPLETON, CA 93465		<u>Payor Address</u> PO BOX 184 TEMPLETON, CA 93465	Customer Fax
Order Source Select Source	<u>Customer Phone</u> 805-434-5543		Payor Phone 805-434-5543	Customer EMail
<u>Current Queue</u> Ready	Invoice Text			
Tear Sheets Affidavits 0	s Blind Box	Materials	Promo Type	Special Pricing

11/08/18

MONTEREYHERALD.COM ADVENTURES MONTEREY BAY HEALTH MATTERS WHO'S COUNTING? GO!

Production Notes

Ad Attributes

Production Color

Color

Ad Size 2 X 26 Li

Production Method AdBooker

Ad Type CLS Liner

Pick Up

External Ad Number 0006253482-01

Released for Publication

# **Contractors/V endors** for Well Drilling Job

Pacific Coast Well Drilling, Inc.
a water well drilling contractor seeking certified DBE contractors/ vendors to perform the following prevailing wage work on a job in Monterey County: Traffic control services, concrete pumping, rental/installation of irrigation pipe, site

security, aggregate supplies.
Call (805) 443-5543 for specs
and/or add'l job requirements.

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Monterey Herald  Contractors Mandors for Mall Drilling Tob	Requested Classification  EM Employment NC  Pacific Coast Well Drilling Inc	Requested Position EM ConstrctTradesNC - 946~	Product / Run Schedule Invoice   lext   Requested Classification   Republication   Rep	30 30
כסוווומכינסופי אפוזיקסים וכו איכוו ביוווווון פסס	acine coast well climing, inc			
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Monterey Herald Contractors/Vendors for Well Drilling Job	NewToday Pacific Coast Well Drilling, Inc	New Today a water well drilling contracto	Monterey Herald  Contractors/Vendors for Well Drilling Job Pacific Coast Well Drilling, Inc. a water well drilling contractor seeking certified DBE contractors/ vendors to pe	-
Salinas Valley Weekly Contractors/Vendors for Well Drilling Job	EM Employment NC Pacific Coast Well Drilling, Inc	EM ConstrctTradesNC - 946~ a water well drilling contracto	Salinas Valley Weekly EM Employment NC EM ConstrctTradesNC - 11/18/18, 11/25/18, 12/02/18 946~ Contractors/Vendors for Well Drilling Job Pacific Coast Well Drilling, Inc. a water well drilling contractor seeking certified DBE contractors/ vendors to pe	m

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0.00 Tax Amount Net Amount 866.06

Total Amount 866.06

Payment Method Credit Card

866.06 Payment Amount

Amount Due \$0.00

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.



# **Local Resources Utilization Plan**

Pacific Coast Well Drilling (PCWD) is dedicated to meet the requirements of the local resources utilization plan.

As pert of our good faith efforts to employ qualified individuals or subcontractors who are residents of any of the applicable counties, PCWD has posted an advertisement in the classifieds sections of the Monterey Herald for 30 days. Advertising order confirmation attached.

Additionally, PCWD has sent out solicitations in the form of e-mails to certified local and non-local DBEs by generating a solicitation list from the DBE Search tool found at the California Department of Transportation "Find a Certified DBE Firm" webpage.

An e-mail distribution list was generated for applicable subcontractors and were notified by email of the opportunity to bid the project. The generated solicitation list is attached and a copy of the emails sent is attached in this section.



General Information<sup>2</sup>

Drill - Construct - Develop - Test

Lic. #927400

# **PROPOSAL FORM 4**

# KEY PERSONNEL<sup>1</sup>

(Copy and complete this form for Key Personnel. Attach additional pages along with organizational charts as needed)

Name:	Tyson R. Davis
Firm:	Pacific Coast Well Drilling, Inc.
Title:	President
Year employed by firm:	10+ years
Total Professional Experience:	
Professional Registration and Licenses (type/number/state/year) <sup>3</sup>	C57 – Well Drilling, C-61/D21 – Machinery & Pumps  A – Gen Engineering, B – Gen Building – CA 01/31/19 Expiry  N. Dakota – Well Drilling - #181 – Inactive Status
	Texas - Well Drilling #59336 W
Project-Specific Information  Title/Assignment	Operations Director (Executive Leadership)
Description of Role/Responsibilities:	operations Birector (Exceeding Deadership)
Coordination of Internal Resources, Personnel, Equipment, and Materials	
Commitment <sup>4</sup> Permitting 1	N/A % Construction 15 %
-	Startup and Testing: 15 %

Footnotes:

<sup>&</sup>lt;sup>1</sup> Proposers shall duplicate this form for all Key Personnel. Refer to subsection 4.4.2 of the RFP for a list of the minimum personnel for which this form shall be completed.

<sup>&</sup>lt;sup>2</sup> Please indicate any staff that has changed from that provided in the Statement of Qualifications in accordance with subsection 4.4.2 of the RFP. Attach pages as necessary.

<sup>&</sup>lt;sup>3</sup> Where applicable, key construction personnel must provide either: (1) proof of current California licensure; or (2) if not currently licensed in California, a detailed plan to obtain a required California license no later than the effective date of the Contract.

<sup>&</sup>lt;sup>4</sup> Commitment indicates the amount of time (in percent) that the individual would be available to work on the Project during the construction, start-up and testing phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project.

General Information<sup>2</sup>

Lic. #927400

#### PROPOSAL FORM 4

# KEY PERSONNEL<sup>1</sup>

(Copy and complete this form for Key Personnel. Attach additional pages along with organizational charts as needed)

Name:	Wes Lockard
Firm;	Pacific Coast Well Drilling, Inc.
Title:	Project Manager
Year employed by firm:	7+ years
Total Professional Experience:	
Professional Registration and Licenses (type/number/state/year) <sup>3</sup>	2017 Goulds Water Certificate of Technology in Turbine Pumps 2018 Johnson Screens Ground Water & Well Design Class Certificate
<b>Project-Specific Information</b>	
Title/Assignment	Overall Project Manager
Description of Role/Responsibilities:	Can authorit and Cantucaton's internal deportments
Communication between Owner, Consultant and Contractor's internal departments	
Commitment <sup>4</sup> Permitting (	05 % Construction 75 %
	Startup and Testing: 50 %

Footnotes:

<sup>&</sup>lt;sup>1</sup> Proposers shall duplicate this form for all Key Personnel. Refer to subsection 4.4.2 of the RFP for a list of the minimum personnel for which this form shall be completed.

<sup>&</sup>lt;sup>2</sup>Please indicate any staff that has changed from that provided in the Statement of Qualifications in accordance with subsection 4.4.2 of the RFP. Attach pages as necessary.

<sup>&</sup>lt;sup>3</sup> Where applicable, key construction personnel must provide either: (1) proof of current California licensure; or (2) if not currently licensed in California, a detailed plan to obtain a required California license no later than the effective date of the Contract.

<sup>&</sup>lt;sup>4</sup> Commitment indicates the amount of time (in percent) that the individual would be available to work on the Project during the construction, start-up and testing phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project.



General Information<sup>2</sup>

Lic. #927400

#### **PROPOSAL FORM 4**

#### KEY PERSONNEL<sup>1</sup>

(Copy and complete this form for Key Personnel. Attach additional pages along with organizational charts as needed)

Name:	Allan Melendez					
Firm:	Pacific Coast Well Drilling, Inc.					
Title:	Systems Manager					
Year employed by firm:	3+years					
Total Professional Experience:	years					
Professional Registration and Licenses (type/number/state/year) <sup>3</sup>	CAPM Certified # 1827658  2018 Johnson Screens Ground Water & Well Design Class Certificate					
<b>Project-Specific Information</b>						
Title/Assignment	Systems Manager					
Description of Role/Responsibilities:						
Project Administration & Project Ma	anagement Support					
Commitment <sup>4</sup> Permitting 9	<u>O5 %</u> Construction <u>50 %</u>					
) <del></del>	Startup and Testing: 25 %					

Footnotes:

<sup>&</sup>lt;sup>1</sup> Proposers shall duplicate this form for all Key Personnel. Refer to subsection 4.4.2 of the RFP for a list of the minimum personnel for which this form shall be completed.

<sup>&</sup>lt;sup>2</sup>Please indicate any staff that has changed from that provided in the Statement of Qualifications in accordance with subsection 4.4.2 of the RFP. Attach pages as necessary.

<sup>&</sup>lt;sup>3</sup> Where applicable, key construction personnel must provide either: (1) proof of current California licensure; or (2) if not currently licensed in California, a detailed plan to obtain a required California license no later than the effective date of the Contract.

<sup>&</sup>lt;sup>4</sup> Commitment indicates the amount of time (in percent) that the individual would be available to work on the Project during the construction, start-up and testing phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project.



General Information<sup>2</sup>

Lic. #927400

#### **PROPOSAL FORM 4**

# KEY PERSONNEL1

(Copy and complete this form for Key Personnel. Attach additional pages along with organizational charts as needed)

General Amorala								
Name:		Chelsea Borne	eman					
Firm:		Pacific Coast	Well Drilling, Inc.					
Title:		Project Operations						
Year employed by firm	m:	2+	years					
Total Professional Ex	perience:	8	years					
Professional Registrat Licenses (type/numbe		Pumps	Certificate of Technology in Turbens Ground Water & Well Design					
Project-Specific Info	rmation							
Title/Assignment		Project Operat	ions					
Description of Role/R	esponsibilities:							
Project Administrati	on & Project Ma	anagement Support	i					
Commitment <sup>4</sup>	Permitting 0:	5 %	Construction 15	%				
			Startup and Testing: 75	%				

Footnotes:

<sup>&</sup>lt;sup>1</sup> Proposers shall duplicate this form for all Key Personnel. Refer to subsection 4.4.2 of the RFP for a list of the minimum personnel for which this form shall be completed.

<sup>&</sup>lt;sup>2</sup> Please indicate any staff that has changed from that provided in the Statement of Qualifications in accordance with subsection 4.4.2 of the RFP. Attach pages as necessary.

<sup>&</sup>lt;sup>3</sup> Where applicable, key construction personnel must provide either: (1) proof of current California licensure; or (2) if not currently licensed in California, a detailed plan to obtain a required California license no later than the effective date of the Contract.

<sup>&</sup>lt;sup>4</sup> Commitment indicates the amount of time (in percent) that the individual would be available to work on the Project during the construction, start-up and testing phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project.

Startup and Testing: N/A

%



Drill - Construct - Develop - Test

General Information<sup>2</sup>

Lic. #927400

# **PROPOSAL FORM 4**

#### KEY PERSONNEL<sup>1</sup>

(Copy and complete this form for Key Personnel. Attach additional pages along with organizational charts as needed)

Name:	Dan Ruda						
Firm:	Pacific Coast V	Vell Drilling, Inc.					
Title:	Field Superviso	or					
Year employed by firm:	8+	years					
Total Professional Experience:	30+	years					
Professional Registration and Licenses (type/number/state/year) <sup>3</sup>							
Project-Specific Information							
Title/Assignment	Construction Su	perintendent					
Description of Role/Responsibilities:							
Supervise field crews and all subcor	ntractor operations						
Commitment <sup>4</sup> Permitting N	N/A %	Construction 100 %					

Footnotes

<sup>&</sup>lt;sup>1</sup> Proposers shall duplicate this form for all Key Personnel. Refer to subsection 4.4.2 of the RFP for a list of the minimum personnel for which this form shall be completed.

<sup>&</sup>lt;sup>2</sup> Please indicate any staff that has changed from that provided in the Statement of Qualifications in accordance with subsection 4.4.2 of the RFP. Attach pages as necessary.

<sup>&</sup>lt;sup>3</sup> Where applicable, key construction personnel must provide either: (1) proof of current California licensure; or (2) if not currently licensed in California, a detailed plan to obtain a required California license no later than the effective date of the Contract.

<sup>&</sup>lt;sup>4</sup> Commitment indicates the amount of time (in percent) that the individual would be available to work on the Project during the construction, start-up and testing phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project.

# Section 3.0 Technical Proposal



# **Technical Proposal**

Pacific Coast Well Drilling (PCWD) is pleased to provide the following detailed technical proposal for the work required in the specifications.

#### Pre-Construction Planning

Prior to the notice to proceed date, the PCWD project team will typically have completed all preconstruction plans and deliverables including but not limited to:

- County Well Drilling Permits
- Dig Alert Ticket
- Job site layouts
- Project scheduling
- Traffic control plans
- SWPPPs
- Community outreach efforts
- Logistics coordination
- Field documentation requirements
- Site specific safety protocols
- Any other submittal documents required by Cal Am prior to receiving the Notice to Proceed

#### 1<sup>st</sup> Phase Mobilization

PCWD anticipates receive the Notice to Proceed on or around August of 2019. Once received PCWD will begin the first phase of mobilization to prepare the site for any grading requirements, traffic control & storm water pollution prevention measures, perimeter fencing, and sound attenuation installation in preparation for the first conductor to be installed.

#### Control Casing Installation

PCWD has experience drilling other deep wells in Monterey County formations similar to that described in the Well Completion Report for Fitch Park MW-1. Due to the risk of instability of the sandy formations at the surface, PCWD highly recommends the installation of a 10 ft deep 48" diameter control casing composed of corrugated pipe (also known as culvert pipe) prior to drilling the conductor. The control casing is grouted in the same manner as a conductor pipe. PCWD has added the cost of this item as a separate bid item for CAWC's consideration.



#### Technical Proposal (Continued)

#### Conductor Installation

PCWD has arranged for Myers Drilling to drill and install the 36" x .375" wall 55 FT long conductor pipe once the first phase of mobilization is completed. PCWD will deploy Dan Ruda to the jobsite to oversee the entire conductor installation work through to completion. The cement conductor seal will be performed by Myers Drilling, however PCWD will coordinate in advance with the concrete vendor and county inspector to ensure effective completion. PCWD will decide at a later time weather the second conductor will be installed immediately after the first or if it will be installed after the completion of construction of the first well.

#### 2<sup>nd</sup> Phase Mobilization

Once the conductor has been drilled, installed, and the concrete seal has been poured to meet county requirements, PCWD will deploy drilling equipment and the crew to setup the first site.

#### Pilot Bore Drilling

PCWD's drilling crew, lead by Dan Ruda, will begin drilling with a down hole assembly that is typically composed of six 10" OD x 30ft long drill collars, a Mill Tooth Drill bit (16" in this case), and 3 above bit stabilizers to help minimize deviation. Drilling will occur on a 24-hour basis with crews rotating every 12 hours until the total depth of 1,120 FT below ground surface is reached.

#### Geophysical Logging

Prior to reaching the total depth of 1,120 FT BGS, the PCWD team will notify the surveyor subcontractor of the anticipated time that the total depth will be reach as to provide them with enough time to arrive to the job site in-time for immediate e-logging (and any other surveys) of the pilot hole and submittal to Cal Am, Monterey County Health Dept and the respective Hydrogeologist for final design approval of the well.

#### Pilot Bore Reaming

PCWD expects that the final ream will be achieved in two passes after the 16" pilot hole is drilled. 24" & 32" Mill Tooth Bits are expected to be utilized to complete the borehole ream. Depending on the casing lead time which varies seasonally throughout the year, PCWD will decide to begin the ream immediately after receiving the final well design, or shut down the jobsite and maintain a "water watch" for up to 1 week.

#### Caliper Survey

Similar to the geophysical logging activity, PCWD will notify the survey contractor in advance of reaching the final borehole ream depth for a timely caliper log. This log will be utilized by PCWD to confirm the actual volume of gravel to be placed in the annulus.



#### **Technical Proposal (Continued)**

#### Run Casing

PCWD will deploy certified welders for casing installation. Welding will be performed on a 24 hour basis until the entire casing structure is built and in position for the gravel pack process.

#### **Gravel Pack Installation**

Gravel will be placed into the annular space via tremie pipe and continue until the depth specified by the final well design.

#### Install Cement Grout Seal

Following gravel placement, the 10.3 sack sand slurry cement mix will also be placed through a tremie by pumping method. PCWD will schedule the concrete vendor, concrete pumper, and county inspector with sufficient notice to ensure that all parties are present for successful completion.

#### Mechanical Development

Prior to mechanical development PCWD will have discharge piping installed for discharge of non-turbid water. PCWD's crew will then perform open ended airlifting until heavy development fluids are displaced from the well into containment tanks and subsequently hauled off. Afterwards, the crew will resume with line swabbing, then dual swabbing while airlifting with and without a dispersant for the desired duration or number of passes.

#### Plumbness and Alignment & Video Surveys

PCWD's drilling crew will notify the surveyor with advance notice to complete the well alignment and plumbness and video survey after mechanical development of the well. Depending on logistical timing, PCWD may decide to perform the video survey at a later date after the water in the well has settled to ensure adequate clarity of the video.

### Mobilization for 2<sup>nd</sup> Well

Upon the completion of mechanical development and plumbness and alignments test of the first well, PCWD expects to mobilize drilling equipment directly to the second site for site setup. The previous steps starting with 1st phase Mobilization through Mechanical Development would then be repeated.

#### **Pumping Development**

Once PCWD's drilling equipment has vacated the jobsite, the pump rig and crew will be deployed to the 1<sup>st</sup> ASR well for installation of the test pump. Once installed, the development of the well via test pumping would commence for the desired number of hours for 10 hours per day.



## **Technical Proposal (Continued)**

#### Production Testing & Spinner Survey

PCWD will switch to production testing once directed by Cal Am's Hydrogeologist. Production testing will be performed at 24 hour intervals as needed to ensure step test and constant rate pumping test are successfully completed. The desired velocity survey will be coordinated during the step test as specified.

#### Permanent Pump Installation

PCWD's pumping crew will proceed with installation of the permanent pump after completion of production testing based on the pump specifications and set depth provided by Cal Am's Hydrogeologist.

#### Cleanup

Following the completion of all field operations, PCWD's crews will ensure that the site is cleaned up to predrilling conditions.

Lic. #927400

#### PROPOSAL FORM 5

# PRELIMINARY PROJECT SCHEDULE, SCHEDULED CONSTRUCTION DATE AND SCHEDULED ACCEPTANCE DATE

The Proposer shall submit a preliminary Project schedule with the Proposal that includes important construction activities and milestones from issuance of the Notice to Proceed through final completion. This preliminary Project schedule shall be submitted in both written and electronic formats. The level of detail shall be in summary level for major procurement and construction activities. Major milestones throughout the construction period shall be included.

The preliminary Project schedule shall consist of, but not be limited to, the following:

- (i) Important procurement activities and milestones
- (ii) Important construction activities and milestones
- (iii) Important commissioning and testing milestones
- (iv) It shall indicate the sequence of Work and the time of starting and completing each part.

In addition, the Proposer shall summarize and provide a list of proposed major milestones and completion dates including, but not limited to:

- 5.2.3.2. Issuance of Notice to Proceed
- 5.2.3.3.Expected delivery of all materials and equipment
- 5.2.3.4.Date of construction commencement
- 5.2.3.5. Completion of major structures
- 5.2.3.6.Commissioning and functional testing commencement
- 5.2.3.7. Substantial Completion Date
- 5.2.3.8.Acceptance test
- 5.2.3.9. Date of acceptance
- 5.2.3.10. Date of Completion and readiness for final payment

The Proposer shall use the following format to provide this information:



Lic. #927400

TABLE 5-1 MAJOR ACTIVITIES AND MILESTONES <sup>1</sup>							
ACTIVITY #	DATE <sup>2</sup>						
2	Issuance of Notice to Proceed	08/01/2019					
7	Begin Pilot Bore Drilling of ASR-5	08/10/2019					
10	Begin Reaming of Pilot Hole at ASR-5	08/15/2019					
12	Delivery of all Materials for Construction of ASR-5	08/21/2019					
13	Construction of ASR-5 Begins (Run Casing)	08/22/2019					
15	ASR-5 Well Construction Completed (Final Seal)	08/26/2019					
30 Begin Pilot Bore Drilling of ASR-6		09/07/2019					
18	ASR-5 Well Development & Prod Testing Completed	09/09/2019					
20, 21	ASR-5 Acceptance Test (Plumbness/Alignment & Video)	09/11/2019					
34	Begin Reaming of Pilot Hole at ASR-6	9/12/2019					
36	Delivery of all Materials for Construction of ASR-6	09/18/2019					
37	Construction of ASR-6 Begins (Run Casing)	09/19/2019					
39	ASR-6 Well Construction Completed (Final Seal)	09/23/2019					
42	ASR-6 Well Development & Prod Testing Completed	10/08/2019					
45	ASR-6 Acceptance Test (Plumbness/Alignment & Video)	10/09/2019					
25	ASR-5 Permanent Pump Installation Completed	10/21/2019					
49	ASR-6 Permanent Pump Installation Completed	11/18/2019					
26, 50	Demob and both sites cleaned up (Project Completion)	11/20/2019					

Refer to attached Gantt chart titled, "Cal Am -Fitch Park ASR Wells 5&6" printed ion 11 x 17 paper.

Lic. #927400

Pacific Coast Well Drilling, Inc.

Name of Proposer

Tyson R. Davis

Name of Designated Signatory

Signature

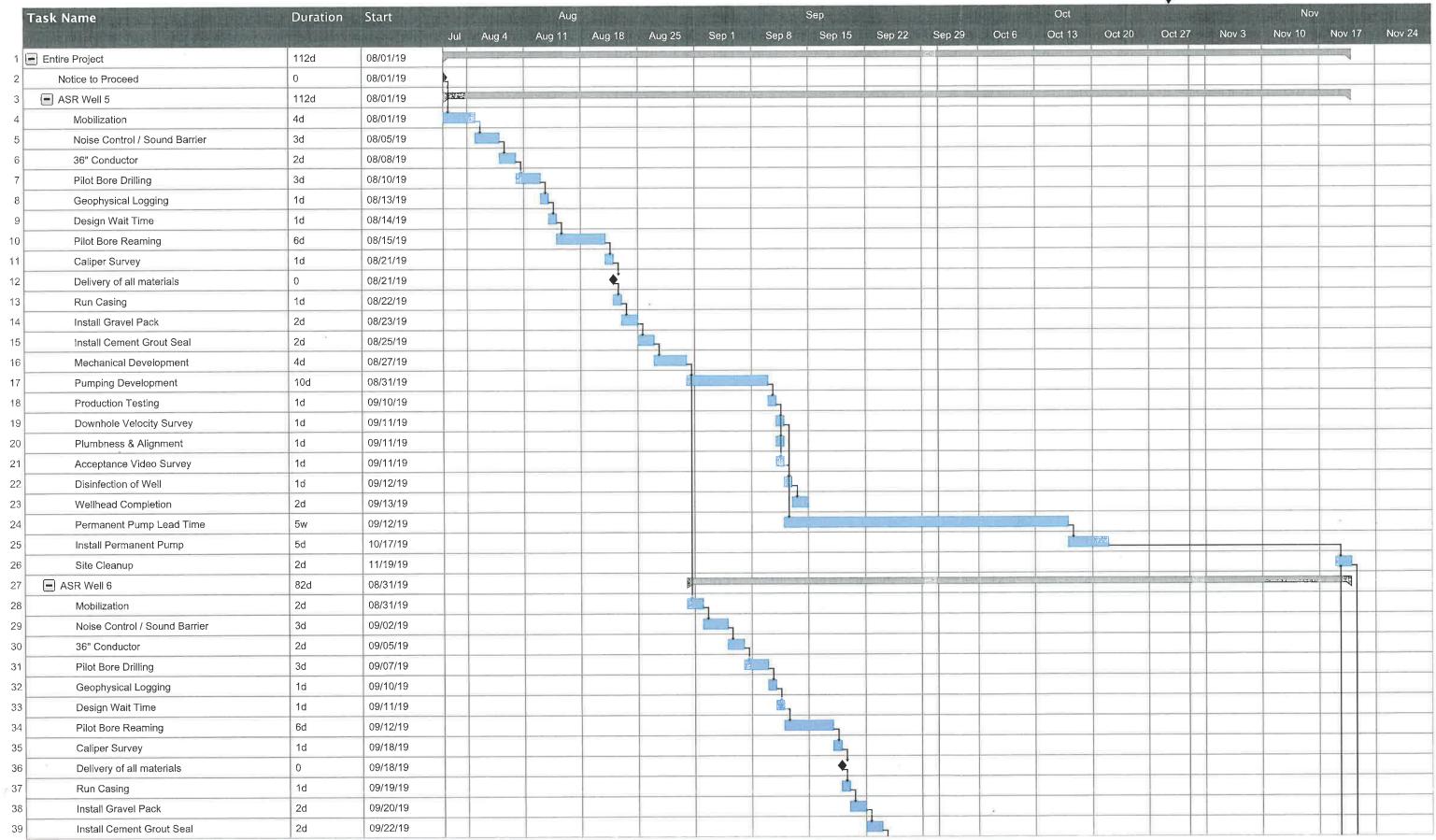
President

Title

List each major activity and milestone separately.
 Indicate the end of activity or date milestone achieved.

# Cal Am - Fitch Park ASR Wells 5 & 6





Exported on November 28, 2018 11:16:15 AM PST

1	Task Name	Duration	Start	500	Auç					Sep				Oct			377	No	/	
				Jul Aug 4	Aug 11	Aug 18	Aug 25	Sep 1	Sep 8	Sep 15	Sep 22	Sep 29	Oct 6	Oct 13	Oct 20	Oct 27	Nov 3	Nov 10	Nov 17	Nov 24
40	Mechanical Development	4d	09/24/19																	
41	Pumping Development	10d	09/28/19										<b>3</b>							
42	Production Testing	1d	10/08/19																	
43	Downhole Velocity Survey	1d	10/09/19									× .	14							
44	Plumbness & Alignment	1d	10/09/19																	
45	Acceptance Video Survey	1d	10/09/19																	
46	Disinfection of Well	1d	10/10/19																	
47	Wellhead Completion	2d	10/11/19										700							
48	Permanent Pump Lead Time	5w	10/10/19																	
49	Install Permanent Pump	5d	11/14/19																	
50	Site Cleanup	2d	11/19/19																	
51	Project Completed	0	11/20/19																♦,	

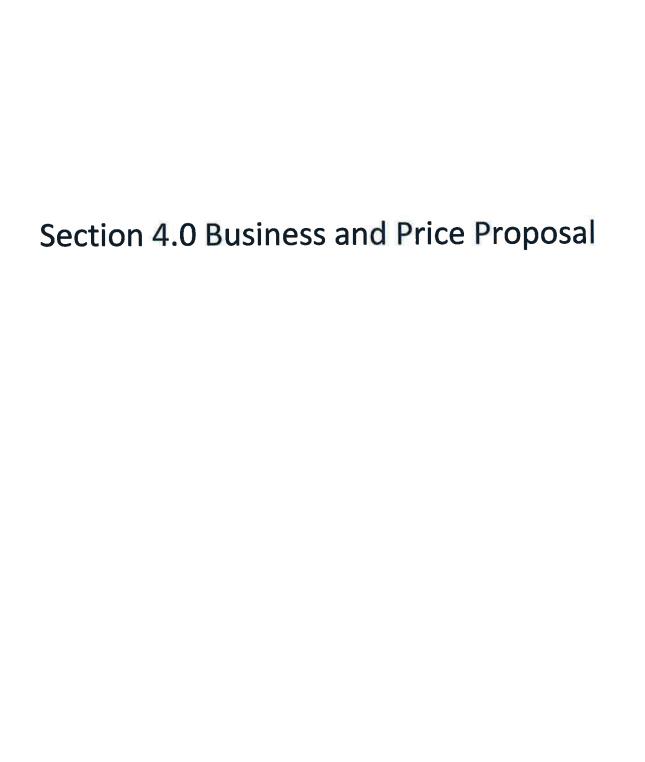
Exported on November 28, 2018 11:16:15 AM PST



# Plan for Acceptance Testing

PCWD typically requests final acceptance of the well and/or pump system from the Hydrogeologist whom should be qualified in determining any deficiencies in the work. For a well construction, the request is triggered from the consultant after completion of plumbness & alignment and video surveys. For pump systems the request is triggered after the completion of the start-up process which is typically done in the presence of the consultant.

Any outstanding items are addressed, (if any). Once everything is confirmed/addressed, PCWD will request the written acceptance in the form of an e-mail. Once written confirmation is received by the Hydrogeologist, PCWD will typically request a notice of completion of the owner if they have their own form, or alternatively PCWD will provide a form for the owner to review, complete, and return with a signature signifying the start of any warranty period.





# **Summary of Business and Price Proposal**

PCWD's bid package (Attachment C) includes all costs for performing the corresponding work including costs associated with insurance, and bonding. Furthermore, PCWD's total contract and each line item includes all applicable taxes as required by law. PCWD understands that there will be no request for further "best and final offers".

PCWD agrees to all of the terms and conditions of the draft contract or redline version of the draft contract attached to the Proposal Form 6 in this section.

While PCWD agrees to use the Price Escalator Indices as indicated in Proposal Form 7 for fluctuations in worker's wages, PCWD has noted that it does not address the fluctuation of the price of steel due to recently introduced tariffs. According to some of our vendors, the price can fluctuate up to 10% in a matter of months. PCWD understands per Addendum 3 that the Producer Price Index for materials including stainless steel will be used to accommodate any changes in price between the time of the bid and the ordering of the materials which is expected in late 2019. PCWD will agree to using this process for changes in material costs.

PCWD has provided their Diverse Business Enterprise Requirement Statement as shown in attached Proposal Form 8.

# CALIFORNIA AMERICAN WATER - MPWSP Fitch Park ASR-5 and ASR-6

### BID SHEET for FITCH PARK ASR-5 AND ASR-6 CONSTRUCTION

### **BID ADDENDUM NO. 3**

Item	Title	Unit	Estimated Quantity (per well)	Unit Price	Subtotal (per well)	Total (both wells)
1	Mobilization	Lump Sum	Lump Sum	\$49,950.00	\$ 49,950.00	\$ 99,900.00
2	Noise Control / Sound Barrier	Linear Feet	500	<sup>\$</sup> 102.00	\$ 51,000.00	\$ 102,000.00
3	36-Inch Diameter Carbon Steel Conductor Casing	Linear Feet	55	<sup>\$</sup> 629.00	\$ 34,595.00	\$ 69,190.00
4	Pilot Bore Drilling	Linear Feet	1065	\$ 79.00	\$ 84,135.00	\$ 168,270.00
5	Geophysical Logging	Lump Sum	Lump Sum	\$7,500.00	\$ 7,500.00	\$ 15,000.00
6	Pilot Bore Reaming	Linear Feet	1065	<sup>\$</sup> 69.00	\$ 73,485.00	\$ 146,970.00
7	Caliper Survey	Lump Sum	Lump Sum	\$6,500.00	\$ 6,500.00	\$ 13,000.00
8.1	22-inch Diameter Stainless Steel Blank Casing	Linear Feet	760	\$805.00	\$ 611,800.00	\$ 1,223,600.00
8.2	20-inch Diameter Stainless Steel Wire Wrapped Screen	Linear Feet	300	\$310.00	\$ 93,000.00	\$ 186,000.00
8.3	20-inch Diameter Stainless Steel Blank Casing	Linear Feet	20	<sup>\$</sup> 545.00	\$ 10,900.00	\$ 21,800.00
8.4	20-inch Diameter Stainless Steel Cellar with Bullnose	Lump Sum	20	<sup>\$</sup> 615.00	\$ 12,300.00	\$ 24,600.00
8.5	3-inch Diameter Stainless Steel Gravel Tremie Pipe	Linear Feet	750	\$49.00	\$ 36,750.00	\$ 73,500.00
8.6	3-inch Diameter Stainless Steel Sounding Pipe	Linear Feet	760	\$65.00	\$ 49,400.00	\$ 98,800.00
8.7	3-inch Diameter Stainless Steel Casing Vent Pipe	Lump Sum	Lump Sum	<sup>\$</sup> 125.00	\$ 125.00	\$ 250.00
9	Gravel Pack	Linear Feet	390	\$98.00	\$ 38,220.00	\$ 76,440.00
10	Cement Grout	Linear Feet	730	\$66.00	\$ 48,180.00	\$ 96,360.00
11.1	Mechanical Development	Hours	85	\$450.00	\$ 38,250.00	\$ 76,500.00
11.2	Pumping Development	Hours	100	\$ 285.00	\$ 28,500.00	\$ 57,000.00
11.3	Additional Mechanical Development	Hours	XX Hours	\$ 500.00	xxxx	xxxx
11.4	Additional Pumping Development	Hours	XX Hours	\$ <sub>285.00</sub>	XXXX	XXXX

# CALIFORNIA AMERICAN WATER - MPWSP Fitch Park ASR-5 and ASR-6

ltem	Title	Unit	Estimated Quantity (per well)	Unit Price	Subtotal (per well)	Total (both wells)
12	Production Testing	Hours	16	\$285.00	\$ 4,560.00	\$ 9,120.00
13	Disinfection of Well	Lump Sum	Lump Sum	\$1,900.00	\$ 1,900.00	\$ 3,800.00
14	Wellhead Completion and Installation of Pump/Motor and FCV Assembly	Lump Sum	Lump Sum	\$ 12,500.00	\$ 12,500.00	\$ 25,000.00
14.A	Well Pump/Motor and FCV Assembly	Allowance	Allowance	\$300,000	\$300,000	\$600,000
14.B	Percent Markup Over Invoiced Cost for Well Pump/Motor and FCV Assembly	Percent	Percent	10.00	% 10.00	% <b>10.00</b>
14.C	Markup Amount (amount entered in 14.A times percent entered in 14.B)	Lump Sum	Lump Sum	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00
15	Downhole Velocity Surveys	Lump Sum	Lump Sum	\$4,200.00	\$ 4,200.00	\$ 8,400.00
16	Acceptance Video Surveys	Lump Sum	Lump Sum	\$2,450.00	\$ 2,450.00	\$ 4,900.00
17	Plumbness and Alignment	Lump Sum	Lump Sum	\$3,950.00	\$ 3,950.00	\$ 7,900.00
18	Standby Time	Hours	XX Hours	\$ 450.00	XXXX	XXXX
19	Site Cleanup	Lump Sum	Lump Sum	<sup>\$</sup> 12,500.00	\$ 12,500.00	\$ 25,000.00
20	Fluid and Cuttings Containment and Disposal	Lump Sum	Lump Sum	<sup>\$</sup> 185,500.00	\$ 185,500.00	\$ 371,000.00
21	Temporary Discharge Pipeline	Lump Sum	Lump Sum	\$9,500.00	XXXX	\$ 9,500.00
22	Traffic Control Plan	Lump Sum	Lump Sum	<sup>\$</sup> 1,950.00	<sup>\$</sup> 1,950.00	\$ 3,900.00
23	Connect pipe extension & valves to Temporary Water Supply, and construction water consumption	Allowance	Allowance	10,000.00	\$10,000	\$20,000
24	Temporary 7' height Perimeter Site Security, Chain Link Fencing & Double Leaf Gates, lockable	Lump Sum	Lump Sum	\$ 4,950.00	\$ 4,950.00	\$ 9,900.00
25	Community Outreach Plan & Attend Meetings	Allowance	Allowance	\$ 3,000.00	\$3000	\$6000
26	Prepare & implement BMP's and Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	Lump Sum	\$ 3,950.00	\$ 3,950.00	\$ 7,900.00
			To	otal Amount Bid:	\$1,856,000.00	\$3,721,500.00

## CALIFORNIA AMERICAN WATER - MPWSP Fitch Park ASR-5 and ASR-6

Item	Title	Unit	Estimated Quantity (per well)	Unit Price	Subtotal (per well)	Total (both wells)			
Total In Words: Three million, seven hundred twenty one thousand, five hundred dollars and zero cents									

Option for Bid Item #3 (as per Technical Proposal in Section 3.0):

3A. Furnish and Install 48" Diameter Corrugated Pipe (Culvert Pipe)

Units: Linear Feet Est. Qty per well: 10 Unit Price: \$850.00

Subtotal (per well): \$8,500.00 Total (both wells): \$17,000.00

Total Amount of Bid with Option 3A: \$3,738,500.00

Total with Option 3A in Words: Three million, seven hundred thirty eight

thousand, five hundred and zero cents

Lic. #927400

#### PROPOSAL FORM 6

# ACCEPTANCE OF THE CONTRACT

Proposer agrees to all of the provisions of the draft Contract except as expressly provided in the track changes or redline version of the draft Contract that is attached to this Proposal Form.

Pacific Coast Well Drilling, Inc.
Name of Proposer
Tyson R. Davis
Name of Designated Signatory
Land -
Signature
President
Title

#### **AGREEMENT**

This Agreement is by and between California-American Water Company, a California Corporation (Owner), and ("Contractor").

Owner and Contractor hereby agree as follows:

#### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

The Work is generally described as follows:

Mobilization, well drilling and development, temporary pipeline installations, installation of noise control sound barrier, fluid and cuttings containment and disposal, well testing, site cleanup, site permits, site cleanup, and other requirements as described in the technical specifications

#### ARTICLE 2 - THE PROJECT

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

#### Fitch Park ASR-5 and ASR-6 Wells

#### ARTICLE 3 - ENGINEER

- 3.01 The Engineer for the Project is **Donald Monette** who will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
- 3.02 The following Owner-affiliated entities or independent engineers, consultants, or managers have been retained by Owner to undertake some or all of Engineer's or Owner's authority, duties, or responsibilities under the Contract Documents:

#### **Pueblo Water Resources**

#### **ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time of the Essence
  - A. All time limits for Milestones, if any, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Completion

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A. The Work will be substantially completed within 450 Days after 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 **480 Days** after the date when the Contract Times commence to run. **210** 

### 4.03 Liquidated Damages

A. 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 4.02 above, plus any extensions thereof allowed in accordance with Article 12 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: (1) \$1000 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion, or any extension thereof in accordance with Paragraph 12.02 of the General Conditions, until the Work is substantially complete; and (2) \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment, or any extension thereof in accordance with Paragraph 12.02 of the General Conditions, until the Work is completed and ready for final payment.

#### ARTICLE 5 - CONTRACT PRICE

A. The Contract Price for all Work is **Insert Contract Price**, as further specified in Exhibit C, subject to any subsequent amendments.

#### ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
  - A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. All invoices will be processed through the Taulia System. For information on how invoices are to be submitted to Taulia, go to: http://supplierinfo.taulia.com/americanwater

- 6.02 Progress Payments; Retainage
  - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer and as otherwise specified in Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05.A 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.
- B. Prior to Substantial Completion, progress payments will be made in an amount equal to 90% percent of Work completed (with the balance being retainage), 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 14.02 of the General Conditions.
- C. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Owner's determination of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- D. All applications for progress payments shall be accompanied by a conditional lien release and, for payments after the first, an affidavit of payment.

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price, and any retained funds, as provided in said Paragraph 14.07.
- B. An application for final payment shall be accompanied by a conditional lien release and an affidavit of payment.

#### ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.01 To induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. 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.
  - C. 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.
  - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been provided pursuant to Paragraph 4.02 of the General Conditions.

- E. Contractor has considered the information known to Contractor, information and observations obtained from visits to the Site, information commonly known to contractors doing business in the locality of the Site, the Contract Documents, and the reports and drawings identified in the Contract Documents and referred to in Paragraph 7.01.D above with respect to the effect of such information and observations 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 Bidding Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 7.01.E above, Contractor does not consider that 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.
- G. 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.
- H. Contractor is prepared to comply with the applicable requirements of Owner's safety program, if any.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. If checked, Contractor will provide Owner with  $\boxtimes$  a performance bond or  $\boxtimes$  a payment bond, or any combination thereof, as indicated in this Paragraph and conforming to the specifications in Article 5 of the General Conditions.

#### **ARTICLE 8 - CONTRACT DOCUMENTS**

#### 8 01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages AG-1 to AG-10, inclusive).
  - 2. Notice of Award. (Note: This document is not attached to this Agreement)
  - 3. General Conditions (pages GC-i to GC-70, inclusive).
  - 4. California American Water Technical Specifications titled **Fitch Park ASR–5 and ASR–6 Wells** consisting of **63** pages.

- 5. American Water cut-off and ring saw safety practice, Number PRA-OPS01/01 dated 4/28/2014 consisting of 15 pages.
- 6. Exhibits to this Agreement (enumerated as follows):
  - a. Performance bond form, identified as Exhibit A consisting of pages A-1 through
     A-2;
  - b. Payment bond form, identified as Exhibit B, consisting of pages **B-1** through **B-2**.
  - c. Contractor's Bid identified as Exhibit C and consisting of pages C-1 through C-Insert Number of Last Page of Contractor Bid.
  - d. Other exhibits as specified in the General Conditions, which may include but are not limited to, Exhibits G through R, inclusive.
- 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (page NP-1),
  - b. Work Change Directives substantially conforming to the form attached hereto as Exhibit E.
  - c. Change Orders substantially conforming to the form attached hereto as Exhibit F.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

#### **ARTICLE 9 - MISCELLANEOUS**

- 9.01 Terms
  - A. Terms used in this Agreement will have the meanings stated in the General Conditions.
- 9.02 Assignment of Contract
  - A. No assignment by Contractor of any rights under or interests in the Contract will be binding on Owner without the written consent of Owner; and, specifically but without limitation, moneys that may become due and moneys 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 will release or discharge Contractor from any duty or responsibility under the Contract Documents.

#### 9.03 Successors and Assigns

A. 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.

## 9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that 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.

#### 9.05 Contractor's Certifications

- A. 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 9.05:
  - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution.
  - "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 prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - 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, non-competitive levels.
  - 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.
- B. Contractor certifies that Contractor will to conform its business dealings with the Company in accordance with the underlying principles of the Company's Code of Ethics, a copy of which is available on the Company's website at <a href="http://amwater.com">http://amwater.com</a>.

#### 9.06 Other Provisions

A. Government Regulations

The following clauses, where applicable, are incorporated in this Agreement by reference as if fully set out: The Equal Opportunity Clause prescribed in 41 CFR 60-1.40, the Affirmative Action Clause prescribed in 41 CFR 60-250.4, regarding veterans and veterans of the Vietnam Era, and the Affirmative Action Clause for Handicapped Workers prescribed in 41 CFR 60-741.4.

#### B. Background Check

Contractor shall conduct a background check on each of its employees prior to the employee performing any function or activity under this Agreement involving any direct customer contact, or on-site at any of the Owner's water treatment plants. As used in the Agreement, "direct customer contact" shall include but not be limited to, any activity by the Contractor's employee at or near a customer's premises. The background check conducted by Contractor shall consist of a check of at least the following: Previous employers and dates of employment; Education; Driving record; Criminal history (state and federal); References; Credit history. Prior to commencing any work under this Agreement, Contractor shall provide proof to the Owner that the requirements of this Paragraph have been met. Contractor shall make available to the Owner, upon request, the documentation and results of the background check with respect to any employee of Contractor performing any function under this Agreement involving any direct customer contact.

#### C. Project Manuals

Owner shall furnish to Contractor up to One printed copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

#### D. Notices

Unless other specified in a specific provision of this Agreement, any notice required by the Contract Documents to be given to the Owner shall be addressed as follows:

Donald Monette 511 Forest Lodge Road Pacific Grove, CA 93950

Any notice required by the Contract Documents to be given to the Contractor shall be addressed as follows:

Insert Contractor's Contact Insert Contractor's Street Address Insert Contractor's City, State and ZIP

#### 9.07 Diverse Business Enterprise Requirement

A. Owner utilizes the established guidelines from the California Public Utilities Commission ("CPUC") to qualify diverse suppliers and requires certification as a Diverse Business Enterprise ("DBE") by the Supplier Clearinghouse and/or the California Department of General Services. Generally, a DBE is a business in which 51% or more of the ownership interest is held, and 51% or more of the daily management and control of the

business is performed, by one or more certified diverse suppliers. DBEs are divided into four classifications, as follows: Minority Business Enterprises ("MBE"), Women-Owned Business Enterprises ("WBE"), Disabled Veteran Business Enterprises ("DVBE"), and Lesbian, Gay, Bi-Sexual and Transgender Business Enterprises ("LGBTBE").

- B. Consultant represents and warrants that the percentage of the Contract Price that will be paid to DBEs, including to the Consultant and any of Consultant's subcontractors, will be at least \_\_\_\_\_\_ % (the "DBE Requirement"). If Consultant fails to meet the DBE Requirement, such failure will be deemed a Default and may result in termination of this Agreement by Owner pursuant to Section 15.02 of the General Conditions.
- C. The CPUC requires Owner to report the amount of Owner's DBE spend in compliance with General Order 156. In order for Owner to meet this requirement, Consultant is required to submit a quarterly report to Owner, in a form provided by or acceptable to Owner, identifying (1) the total dollar amount of Contract Price paid by Owner to Consultant as of date of report ("Amount Paid to Date"), (2) the percentage of Amount Paid to Date that has been paid to DBEs, whether to Consultant or any of Consultant's subcontractors ("DBE Percentage"), and (3) the breakdown of the DBE Percentage into a percentage for each of the four classifications of DBEs (i.e., MBE, WBE, DVBE, and LGBTBE). Consultant will participate and assist, as requested by Owner, in any audit activities relating to this program. In addition, Consultant will produce copies of invoices and cancelled checks to DBE subcontractors if requested by Owner.

#### 9.08 Local Resources Goal

Owner acknowledges the benefit that the local community receives through utilization of local contractors, laborers, and suppliers. Contractor has submitted a local resources utilization plan which is included in Exhibit C (Local Resources Utilization Plan). Contractor will make a good faith effort to employ qualified individuals who are, and have been for at least one year out of the three years prior to the opening of Proposals, residents of Monterey County, San Benito County, or Santa Cruz County in sufficient numbers so that no less than fifty percent of Contractor's total work force, including any Subcontractor work force (with exception of specialty subcontractor items), measured in labor work hours, is comprised of residents of such counties. Contractor must comply with such plan and shall monitor and report at least quarterly the continued implementation of the Local Resources Utilization Plan throughout the performance of this Contract.

### 9.09 Public Funding/Labor Law Compliance

A. Prevailing Wages and Labor Compliance Program. Contractor shall pay prevailing wage rates. The general prevailing wage rates for the Work are available on the California Department of Industrial Relations' website at http://www.dir.ca.gov. Further, the Work may be subject to a statutory requirement to adopt and enforce a labor compliance program for the monitoring and enforcement of prevailing wage requirements. Contractor shall, at no additional cost to Owner, comply with any applicable labor law and labor compliance program requirements. Contractor is responsible for all failures by Subcontractors to comply with labor compliance program requirements. Pursuant to section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the Work is to be done have been determined by the Director of the California Department of Industrial Relations.

- B. CWSRF Funding Responsibilities.
- 1. Application and Submittals. Owner shall submit all filings, applications and reports necessary to obtain reimbursement from the Clean Water State Revolving Fund ("CWSRF") for the Project.
- 2. Contractor Responsibilities. Contractor shall be responsible for cooperating with and providing reasonable assistance to Owner in all activities related to the loan agreement regarding the CWSRF loan from the State Water Resources Control Board ("SWRCB") to the Owner to partially fund the Project ("CWSRF Loan Agreement") including:
- (a) coordinating with Owner or Owner's consultant on the schedule and content of the submittals required for the CWSRF program;
- (b) assisting Owner or Owner's consultant in developing and furnishing all necessary and reasonably required supporting material;
  - (c) supplying all data and information which may be reasonably required;
- (d) familiarizing itself with the terms and conditions of the CWSRF program relating to construction activities and practices;
- (e) complying with the terms and conditions of the CWSRF Loan Agreement or other financing document required by the CWSRF program or by applicable law with respect to construction activities and practices, including requirements described in Exhibits A and B;
- (f) attending meetings, as necessary, with SWRCB and other governmental bodies; and
- (g) taking all other actions reasonably requested by Owner in order to assist and support Owner related to the CWSRF financing for the Project.

Contractor shall take all reasonable actions necessary to comply with the conditions to disbursement of proceeds of the CWSRF Loan Agreement and to maximize Owner's eligibility to receive timely reimbursement under the CWSRF Loan Agreement. Contractor shall perform its CWSRF-related responsibilities in a manner which complies with all CWSRF program requirements.

3. Data and Information. All data, information and action required to be supplied or taken in connection with any CWSRF financing shall be supplied and taken on a timely basis considering the CWSRF requirements at Contractor's sole cost and expense. The data and information supplied by Contractor to Owner or Owner's consultant and the SWRCB in connection therewith shall be correct and complete in all material respects and shall be submitted in draft form to Owner or Owner's consultant sufficiently in advance to allow full and meaningful review and comment by Owner. Contractor shall not be entitled to any schedule or price relief or escalation which result from a delay due to the submission of materially incorrect or incomplete information. Owner reserves the

right to reject, modify, alter, amend, delete or supplement any information supplied by Contractor pursuant to this Section.

4. CWSRF Requirements. Owner is informed that in order to obtain CWSRF financing for the Project: (a) American Iron and Steel (AIS) requirements will apply; (b) the State Water Resources Control Board ("SWRCB") CWSRF policy will apply; and (c) the SWRCB applies USEPA guidance on AIS requirements. Contractor agrees to cooperate with Owner to meet all CWSRF financing requirements applicable to the Project and Contractor has included all costs necessary to comply with AIS requirements in the Contract Price.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf

This Agreement will be effective on the date it has been executed by OWNER (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
California-American Water Company	Insert Contractor Name
Ву:	Ву:
Title:	Title:
Date;	Date:
	Attest:
	Title:
	Date:
	Contractor's License No.:
E.	

Lic. #927400

#### PROPOSAL FORM 7

#### PRICE ESCALATOR INDICES

# PRICE INCREASE USING CONSUMER PRICE INDEX:

The unit price includes the costs of bonds, insurance, permits, sales tax, overhead, profit and all other costs.

Consumer Price Index (CPI): Contract prices for Services will remain firm through (December, 01 2019).

Contractor must request price adjustments, in writing, 30 days prior to the adjustment date of requested increase. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after CAWC receives and approves their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for Urban Wage Earners and Clerical Workers (Current Series), West Region All Items.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June  $\underline{OR}$  July through December); and each (January through June  $\underline{OR}$  July through December sixmonth average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

# https://www.bls.gov/data/

The following example indicates how to adjust contract pricing when using the CPI as a contract price adjustment clause: (Remember, all price adjustments should be rounded to equal the pricing structure of the contract in question. For example, if the unit price is \$100, make sure that you round the CPI adjusted price to the same number of decimal places to ensure accuracy).

## **EXAMPLE**

First Contract Adjustment date: March 1, 2018

Price to be adjusted:

\$250

Adjustment period:

Annually

CPI Index in use: CPI-U All Urban Wage Earners and Clerical Workers (current Series), <a href="https://www.bls.gov/data/">https://www.bls.gov/data/</a> select "Top Picks" then select West Region All Items.

### First Adjustment Period:

**Current index:** 2018 **250.416 Base index:** 2017 242.384



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Subtract the Base index from the Current index	250.416 - 242.384	=	8.032
Divide the result by the Base index	8.032 / 242.384	=	.0331
Multiply the result by 100 to obtain percentage	.0331 x 100	===	3.31%
Multiply the price to be adjusted by the % increase	\$250 x .0331	===	\$8.28
Add the price to be adjusted to the adjustment amount	\$250 + \$8.28	==	\$258.28

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	CPI adjusted price for contract term March 1, 2018	\$258.28

It is important to note that with each price adjustment, the original CPI <u>Base</u> index date range must be compared to the most current CPI index date range. The adjustment will always be made to the original contract price. In other words, CAWC will not adjust a price that has been previously adjusted. Adjustments will only be made to the original agreed upon hourly price, e.g. Senior Engineer charges are \$250/Hour as set in the original agreement.

Lic. #927400

# PROPOSAL FORM 8 DIVERSE BUSINESS ENTERPRISES REQUIREMENT STATEMENT

Owner utilizes the established guidelines from the California Public Utilities Commission ("CPUC") to qualify diverse suppliers and requires certification as a Diverse Business Enterprise ("DBE") by the Supplier Clearinghouse and/or the California Department of General Services. To be eligible for award of a contract from this solicitation, the bidder/proposer must execute and submit, as part of his or her bid/proposal, this statement. DBEs are divided into four classifications, as follows: Minority Business Enterprises ("MBE"), Women-Owned Business Enterprises ("WBE"), Disabled Veteran Business Enterprises ("DVBE"), and Lesbian, Gay, Bi-Sexual and Transgender Business Enterprises ("LGBTBE"). This statement shall be deemed a material factor in the Owner's evaluation of the bid/proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid/proposal non-responsive.

The CPUC has set a goal for Owner to achieve <u>at least 21.5%</u> of total contract spend on DBEs, divided into the four classifications as follows: MBE-15%, WBE-5%, DVBE-1.5%, and LGBTBE-goal to be established in 2020.

Owner has established certain minimum requirements, as set forth below, for the percentage of the total Contract Price that must be paid to DBEs (the "DBE Minimum"). The DBE Minimum for a contract will depend upon the total Contract Price for that contract, as set forth below. For example, for a contract with a Contract Price of \$1,200,000, the DBE Minimum is 25% and, therefore, at least \$300,000 must be paid to DBEs either as the primary contractor or as one or more subcontractors. Further, for a contract with a Contract Price of \$4,000,000, the DBE Minimum is 30% and, therefore, at least \$1,200,000 must be paid to DBEs either as the primary contractor or as one or more subcontractors.

<b>Total Contract Price</b>	<b>DBE Minimum</b>
\$100,000 - \$500,000	15%
\$500,001 - \$1,000,000	20%
\$1,000,001 - \$3,000,000	25%
\$3,000,001 and higher	30%

Notwithstanding the DBE Minimum set forth above, a bidder/proposer may propose, and is strongly encouraged to propose, <u>a higher percentage</u> of the Contract Price to be paid to DBEs. As part of its submission, the must respond to the questions below and identify the percentage of the Contract Price that will be paid to DBEs (such percentage must be NO LOWER THAN the DBE Minimum set forth above). The percentage of the Contract Price that will be paid to DBEs (to the bidder/proposer as primary contractor or to subcontractors), as indicated on this form, will be a contractual requirement (the "DBE Requirement") that must be met by the bidder/proposer in performing the Contract Services. Failure to meet the DBE Requirement will be considered a breach of the contract and may result in termination of the contract by the Owner.

Lic. #927400

Complete the items below:

1.	Is bidder/proposer certified as a Diverse Business Enterprise with the CPUC Supplier Clearinghouse and/or the California Department of General Services?
	Respond YES or NO: NO
	If YES, provide a copy of your certification with your bid/proposal and identify which classification your firm is certified under (i.e., MBE, WBE, DVBE, or LGBTBE): N/A
2.	What is the DBE Requirement (the percentage of the Contract Price that will be paid to DBEs) that bidder/proposer will agree to in the contract for the Contract Services?
	$\underline{^{\sim}25}$ % of Contract Price (such percentage must be equal to or greater than the DBE Minimum as set forth above)
Bidde	r/Proposer Name: Pacific Coast Well Drilling, Inc.
Printe	d Name of Authorized Person: Tyson R. Davis
Signa	ture of Authorized Person:
Title o	of Authorized Person: President

# Appendix



# Summary Experience

Rei	erence	#1
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#### Bonded

Name of Owner or Muni:	Los Angles Department of Water and Power
Address:	111 North Hope St., Los Angeles, CA 90012
Phone of Owner or Muni:	(213) 367-1119
Work Performed:	3 Well Project - 2 Domistic and 1 Public Supply Water Wells, inleuding Drilling
	Casing / Development / Test Pump
Diameter of Well:	8" / 8" / 18"
Depth of Well:	610FT / 610FT / 700 FT
Blank Casing Material:	HSLA
Perf Casing Material:	HSLA Ful-Flo Louvered
Contract Amount:	\$1,480,000.00
Contract Duration:	2 years
Actual Completion Time:	Jul-18
Contact Name:	Saeed Jorat

#### Reference #2

#### Bonded

Name of Owner or Muni:	City of Oxnard
Address:	214 S "C" St., Oxnard, CA 93030
Phone of Owner or Muni:	(805) 385-8367
Work Performed:	ASR & Recovery Well, 2 Single Monitoring wells, and 1 Nested Monitoring Well
	Construction / Casing / Development / Test Pump of all wells
Diameter of Well:	20" over 18" / 2" Single and Nested Monitoring Wells
Depth of Well:	575' / monitoring wells ranging from 380' to 700'
Blank Casing Material:	Stainless Steel
Perf Casing Material:	Stainless Steel Wire Wrap
Contract Amount:	\$1,140,000.00
Contract Duration:	120 days
Actual Completion Time:	10/30/2017
Contact Name:	Terry Kirsch

#### Reference #3

#### Bonded

Name of Owner or Muni:	Soquel Creek Water District
Address:	5180 Soquel Dr., Soquel, CA 95073
Phone of Owner or Muni:	
Work Performed:	Complete Public Supply Water Well Drilling
	Casing / Development / Test Pump
Diameter of Wells:	12"
Depth of Well:	670'
Blank Casing Material:	Stainless Steel
Perf Casing Material:	Stainless Steel Wire Wrap
Contract Amount:	\$593,359.16
Contract Duration:	60 days
Actual Completion Time:	12/30/2016
Contact Name:	Taj Dufour



Contact Name: George Fontes

# Summary Experience

Reierence #4	Unbonded
Name of Owner or Muni:	Luis A. Scattini Family Limited Partnership
Address:	55 E. San Joaquin St., Salinas, CA 93901
Phone of Owner or Muni:	(831) 998-1585
	Deep Ag Well w/ control casing and deep 860 FT Conductor
	Drilling / Casing / Development / Test Pump
Diameter of Well:	30" Conductor / 16-3/4" Production Casing
Depth of Well:	1645 FT
Blank Casing Material:	HSLA over Stainless Steel
Perf Casing Material:	Stainless Steel Wire Wrap
Contract Amount:	\$1,300,000.00
Contract Duration:	3 Months
Actual Completion Time:	Feb-17
Contact Name:	Greg Scattini

Reference #5	Unbonded
Name of Owner or Muni:	Fontes Farms
Address:	PO Box 3008
Phone of Owner or Muni:	(831) 424-6151
Work Performed:	Deep Ag Well w/ control casing and deep 700 FT Conductor
	Drilling / Casing / Development / Test Pump
Diameter of Well:	28" Conductor / 16" Production Casing
Depth of Well:	1,723 FT
Blank Casing Material:	Mild Steel over Stainless Steel
Perf Casing Material:	Stainless Steel Wire Wrap
Contract Amount:	\$1,200,000.00
Contract Duration:	2 Months
Actual Completion Time:	Nov-18

Reference #6	Unbonded
Name of Owner or Muni:	Reagan Rd Willxoc, LLC
Address:	1521 Westbranch Dr., STE 100. McLean, VA 22102
Phone of Owner or Muni:	(805) 377-7701
Work Performed:	Complete Agricultural Irrigation Water Well in AZ
	Construction / Casing / Development / Test Pump
Diameter of Wells:	16"
Depth of Well:	1,200 FT
Blank Casing Material:	Mild Steel
Perf Casing Material:	Mild Steel Wire Wrap
Contract Amount:	\$640,000.00
Contract Duration:	2 Months
Actual Completion Time:	Oct-18
Contact Name:	Bill Reiman



# Summary Experience

Name of Owner or Muni:	Camrosa Water District
Address:	1203 Woodcreek Road, Camarillo, CA
Phone of Owner or Muni:	
Work Performed:	Complete Water Well
	Drilling / Casing / Development / Test Pump
Diameter of Well:	18"
Depth of Well:	745'
Blank Casing Material:	Stainless Steel / Mild Steel
Perf Casing Material:	Stainless Steel Wire Wrap
Contract Amount:	\$899,888.50
Contract Duration:	90 Days
Actual Completion Time:	11/04/2015 to 11/24/2015
Contact Name:	Terry Curson

#### Reference #8 Unbonded

Name of Owner or Muni:	Somis Pacific
Address:	N. Paso Flores Road, Las Posas, CA
Phone of Owner or Muni:	714-742-1444
	Complete Water Agricultural Irrigation Well Construction / Casing / Development / Test Pump
Diameter of Well:	16"
Depth of Well:	1010'
Blank Casing Material:	Mild Steel & Stainless Steel
Perf Casing Material:	Stainless Steel (Ful Flo) Louvered Slot
Contract Amount:	\$597,940.00
Contract Duration:	N/A
Actual Completion Time:	06/27/2015 to 07/04/2015
Contact Name:	Doug Circle

#### Reference #9 Unbonded

Name of Owner or Muni:	El Capitan Mutual Water Company
Address:	11500 Highway 101, Goleta, CA
Phone of Owner or Muni:	
Work Performed:	Complete Water Well Drilling
	Casing / Development / Well Destruction
Diameter of Wells:	6 5/8", 8.625", 10", 8.625"
Depth of Well:	350', 410', 970', 415'
Blank Casing Material:	PVC
Perf Casing Material:	PVC
Contract Amount:	Approx \$110,000 to \$130,000 per well
Contract Duration:	
Actual Completion Time:	09/29/2013 to 10/02/2013, 03/29/2011 to 04/02/2011, 06/24/2013 to 07/05/2013, 05/02/2016 to 06/13/2016
Contact Name:	Mike Burke



# Summary Experience

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Unbonded

Name of Owner or Muni:	Premier Ag Properties / Hampton Farming
Address:	8385 Graciosa Rd, Santa Maria, CA
Phone of Owner or Muni:	
Work Performed:	Complete Agricultural Irrigation and Domestic Water Wells
	Drilling / Casing / Development / Test Pump
Diameter of Well:	10". 12.75" &16"
Depth of Well:	335', 500' (x2) & 620'
Blank Casing Material:	Stainless Steel / Mild Steel / PVC
Perf Casing Material:	Stainless Steel Wire Wrap, Milled & Louvered Slot
Contract Amount:	\$1,015,154.00
Contract Duration:	N/A
Actual Completion Time:	04/04/2014 to 04/07/2014, 01/28/2015 to 02/02/2015, 02/05/2015 to 02/15/2015 & 02/19/2015 to 03/04/2015
Contact Name:	Dale Hampton

#### Reference #11

Unbonded

Name of Owner or Muni:	Vino Farms, LLC.
Address:	1377 E. Lodi Ave., Lodi, CA 95240
Phone of Owner or Muni:	(209) 334-6975
	Eight Complete Agricultural Irrigation Water Wells
Work Performed:	Reverse & Direct Rotary Drilling / Casing / Development / Test Pump / Permanent Pump
Diameter of Well:	14" to 16"
Depth of Well:	800' to 1300'
Blank Casing Material:	Mild Steel / HSLA Steel / Cooper Bearing
Perf Casing Material:	Mild Steel / HSLA Steel / Cooper Bearing, Ful-Flo and Standard Flo Louvered Slot
Contract Amount:	\$2,000,000 +
Contract Duration:	2011 - Current
Actual Completion Time:	Typically 1-3 weeks
Contact Name:	Jim Ledbetter

#### Reference #12

Unbonded

Name of Owner or Muni:	Larsen Farms
Address:	12295 County Rd. 11, Dalhart, TX
Phone of Owner or Muni:	(806) 333-0314
Work Performed:	250 Wells
Diameter of Well:	12" to 16"
Depth of Well:	300 FT to 800 FT
Blank Casing Material:	Mild Steel
Perf Casing Material:	Mill Slot & Louvered
Contract Amount:	Approx \$2,000,000
Contract Duration:	2 Years
Actual Completion Time:	2013
Contact Name:	Robert Barker

# Copy of PCWD's California State Contractor's License Card



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number 927400

Ereny CORP

BUSINESS NETWO PACIFIC COAST WELL DRILLING INC

Classification(s) C57 A C61/D21

in the second

Expiration Date 01/31/2019

www.cslb.ca.gov

PCWD's Projected 2019 EMR Rating on the following pages.



# **Experience Rating Worksheet**

					Ex	perience	Rating Wo	rksheet	:				
					Name ECISION HYD	DRO	Employer A	lternate Na		Description			
Mary Jean Collins MORRIS & GARRITANO INSURANCE 1122 Laurel Ln San Luis Obispo CA 93401 mcollins@morrisgarritano.com  Phone: (805) 543-6887 Fax: (805) 543-3064 CSR Name: Mary Jean Collins CSR Phone: (805) 543-6887 CSR Email: mcollins@morrisgarritano.com			CORPOR Zip Code ( 93465 Mailing Ad PO BOX City , State Templetor	Looks up City a dress 184		Phone Fax (805) Organization Website			CONTACT: First Name Last Name Email Address Phone				
sk ID: 5	-57-73-04 A	Agency ID:		U	Infinished	Rating Date:	08/19/2019 Ex	perience Pe	eriod: 11	/19/2014 to 11	1/19/2017	X-Mod:	97
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nsurer C	code:	Insurer Nan	ne: Estima	ted F/A		Polic	y Period: 8/19/20	17 To 8	/19/2018	Policy #:		EAP:	
3724	155,000	1,81	2,806	0.374	1,049	1,757	Cole Quick	06	Closed	883	0,74	633	
6204	510,000	3,76	19,176	0.347	6,654	12,522							
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3227	103,407	2,19	2,265	0,355	804	1,461							
3810	385,072 0 0		501	0.466	233	268							
otals	1,307,976		28,450		10,078	18,372	Totals	0		0	0.00	0	

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3724	442,321	1.81	8,006	0.374	2,994	5,012	06134302 - Chaidez	06	Closed	5,482	6.08	5,232
6204	461,246	3.76	17,343	0.347	6,018	11,325	16191716 - Cash	04	Open	119,374	25.27	21,750
8227	219,085	2.19	4,798	0.355	1,703	3,095						
8810	603,374	0.13	784	0.466	365	419						
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otals	1,726,026		30,931		11,080	19,851	Totals	2		124,856	31.35	26,982
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