

EXHIBIT 3-A

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
MONTEREY COUNTY, CALIFORNIA**

**BID TO PROVIDE CARMEL RIVER BANK STABILIZATION
AT RANCHO SAN CARLOS ROAD**

Monterey Peninsula Water Management District
5 Harris Court Bldg. G, Monterey CA 93940
or
P.O. Box 85, Monterey, CA 93942-0085

Ladies and Gentlemen:

Pursuant to the foregoing Notice Inviting Sealed Bids, the undersigned hereby proposes and binds himself by the District, under this Bid, to execute in accordance with such award, a contract of which this Bid and the Specifications shall be a part, to furnish any and all labor, materials, equipment, and services necessary for satisfactory performance and completing the work set forth in said Specifications within the time hereinafter set forth and at the prices named in this bid as follows*:

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BID FORM – REVISED June 19, 2018

Item	Description	Quantity	Unit	Unit Cost	Total Cost
Mobilization and General Conditions					
1	Mobilization/demobilization	1	LS	50.000	50.000
2	Demolition	1	LS	50.000	50.000
3	Erosion Control & Exclusionary Fencing	1	LS	20.000	20.000
4	Temporary Construction Ramp	1	LS	5.000	5.000
Log Cribwall - left bank					
5	Excavation ¹	1	LS	20.000	20.000
6	Fill ²	225	CY	150	33.750
7	15' x 9" Logs	36	EA	800	28.800
8	15' x 12" Logs	36	EA	900	32.400
9	15' x 15" Logs	41	EA	1000	41.000
10	15' x 15" Logs with Rootwads	5	EA	1500	7.500
11	1.5-ton Boulders	525	TON	100	52.500
12	1-ton Boulders	232	TON	70	16.240
13	1/2-ton Boulders	87.5	TON	50	4.375
14	Bolted Connections	1	LS	10.000	10.000
15	Channel Bed Fill	1	LS	15.000	15.000
16	Construct Cribwall	1	LS	55.000	55.000
Right Bank Stabilization					
17	Excavation ¹	1	LS	10.000	10.000
18	Fill ²	1	LS	10.000	10.000
19	Bank Logs (18' x 18")	3	EA	1.500	4.500
20	Footer Logs (18' x 18")	2	EA	2.000	4.000
21	1.5-ton Boulders	108	TON	100	10.800
22	Duckbill anchor	3	EA	300	900
23	8-inch marine screw anchor	3	EA	300	900
24	Construct RB stabilization	1	LS	5000	5000
25	Hydroseeding	1	LS	20.000	20.000
26	Erosion Control Blanket	4,700	SF	1	4700
27	Temporary Diversion and Dewatering³	1	LS	5000	5000
Total					517,365

1. Left bank excavation = 225 CY. Right bank excavation = 55 CY. Anticipated to produce channel bed fill.

2. Imported from off-site at either Santa Lucia Preserve or Sleepy Hollow Facility.

3. To be paid only if there is water in the channel at the time of construction.

* Upon award, this Bid Form shall become a part of the final contract

EXHIBIT 3-A

The undersigned has examined the location of the proposed work and/or is familiar with the Specifications and the local conditions in the place where the work is to be done.

The undersigned has checked carefully all the above figures and understands that the District shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the District reserves the right to reject any or all bids, and to waive any irregularities or informalities in bids received. Award shall be made which, in the judgement of the District, is to the best interest of the District. It is agreed that this bid may not be withdrawn within a period of 180 days after the date set for the opening thereof.

In accordance with the Construction Specifications, the undersigned further agrees to so plan the work and prosecute it with such diligence that said work shall be commenced within 10 days after issuance of the notice to proceed, and the work shall be completed by October 31, 2018.

The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and all subcontractors under him, to all laborers, workmen, and mechanics employed in the execution of such contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as established by the State Director of the Department of Industrial Relations.

The undersigned or his or her subcontractors currently possess and agree to maintain valid **Contractor's Licenses** issued by the State of California necessary to prosecute the work.

Bidder: Empire Landscaping Inc. Tax I.D. Number: 45-2854540
Business Address: 979 F street suite # A Davis CA 95616.
List all Contractor's License No.: 811554
Telephone: (530) 400-3943
e-mail: empirelandscaping@icbud.com
By: Ahmet Gulcu Dated: 6-28-2018
Title: President

This form to be submitted with the bid.


EXHIBIT 3-A

BIDDER'S EXPERIENCE QUALIFICATIONS

The Bidder has been engaged in the contracting business, under the present business name for years. Experience in work of a nature similar to that covered in the bid extends over a period of years. **The Bidder must demonstrate successful completion of at least one project involving heavy construction work in a live stream containing steelhead or other salmonid species.**

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

Year	Type of Work	Contract Amount	Location and for Whom Performed
2017	Aquatic Riparian habitat creation	558,424	Sacramento Flood Control Agency Sacramento CA
2018	mitigation Re-vegetation	509,167	Napa County Napa CA
2013	Riparian Mitigation Project	506,108	XXI. Sacramento CA

Bidder Ahmet Gulcu
Signed 
Title President
Date 6-28-2018

This form to be submitted with the bid.

EXHIBIT 3-A

SUBCONTRACTOR'S EXPERIENCE QUALIFICATIONS


The subcontractor has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the bid extends over a period of _____ years.

The subcontractor has never failed to satisfactorily complete a contract awarded to him, except as follows:

Please indicate for whom the work was conducted, the type of work, and who can be contacted as a reference for the work:

Year	Type of Work	Contract Amount	Location and for Whom Performed
<u>No Sub Contractors</u>			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please attach additional sheet(s) as needed.

Signed 
Title President
Date 6-28-2018

This form to be submitted with the bid.

EXHIBIT 3-A

SECURITY FOR COMPENSATION CERTIFICATION

TO: MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract:

6-28-2018

Date



(Signature of Bidder)

Business Address:

Empire Landscaping Inc.
979 F Street Suite #A
Davis CA 95616

Place of Residence:

Empire Landscaping Inc.
979 F Street Suite #A
Davis CA 95616

(This certificate must be executed by the successful bidder prior to the award of Contract.)


EXHIBIT 3-A

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he has or shall meet the standards of affirmative compliance with Fair Employment Practices requirements of the special provisions contained herein:

6-28-2018
Date


(Signature of Bidder)

Business Address:

Empire Landscaping Inc.
979 F street Suite #A
Davis CA 95616.

Place of Residence:

Empire Landscaping Inc.
979 F street Suite #A
Davis CA 95616

(This certification must be executed by the successful bidder prior to the award of the Contract.)

EXHIBIT 3-A

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

State of California)
) ss.
County of Yolo)

Ahmet Gulcu
being first duly sworn, deposes and says that he or she is President of the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature

6-28-2018

Date

The title of the affidavit provides that it is "to be executed by bidder and submitted with the bid."

EXHIBIT 3-A

BID BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, EMPIRE LANDSCAPING, INC., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto MONTEREY PENINSULA WATER MANAGEMENT DISTRICT , as Obligee, in the sum of ****TEN PERCENT (10%) OF AMOUNT BID**** Dollars (\$**10%***) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Carmel River Bank Stabilization at Rancho San Carlos Road ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 29th day of May, 2018.

EMPIRE LANDSCAPING, INC.
(Principal)

By: 
Ahmet Gulus President 5-28-18

Travelers Casualty and Surety Company of America

By: 
Karen Amin, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of San Joaquin

On May 29, 2018 before me, K. Solari, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

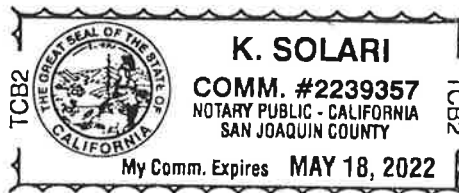


EXHIBIT 3-A
TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228630

Certificate No. 007075140

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Daniel M. Connolly, Karen Amin, David Schnapp, and Jennifer Loper

of the City of Lodi, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of December, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 20th day of December, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

EXHIBIT 3-A

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of May, 2018.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



BID ADDENDUM 1 – May 29, 2018

**CARMEL RIVER BANK STABILIZATION
AT RANCHO SAN CARLOS ROAD**

Item 1 – Labor Code Section 1776 Compliance

The language below is to be incorporated into the Notice Inviting Sealed Bids and into Section 5 Wage Scale in the Contract for the work.

“The Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime contractor shall post job site notices, as prescribed by regulation. Each contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, in the manner prescribed under Section 1771.4.”

Item 2 – Add clarification concerning physical and mailing address for bid.

Item 3 – Correct numbering in Contract form, starting with 19.

Item 4 – Correct numbering in Special Conditions starting with 15.

Item 5 – SECTION 01568 - EROSION AND POLLUTION CONTROLS

This section is amended to add the following specification:

6.4 HYDROSEED

Hydro seeding shall consist of mixing and applying seed, commercial fertilizer and stabilizing emulsion, or any combination thereof, with fiber and water. The Contractor shall supply all materials and equipment and shall apply the hydroseed mix in the locations specified on the construction drawings and as described below.

A. PAYMENT

Payment for this item shall be the price as established in the Bid Schedule. Such payment shall constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to the completion of the work.

B. ITEMS OF WORK AND CONSTRUCTION DETAILS

The Contractor shall mix seed, emulsion, fiber, and fertilizer in a tank with a built-in continuous agitation system of sufficient operating capacity to produce a homogeneous mixture and a discharge system which will apply the mixture at a continuous and uniform rate. The seed mix

Ahmet Gulcu

6.28-2018

BID ADDENDUM 2 -- June 19, 2018

**CARMEL RIVER BANK STABILIZATION
AT RANCHO SAN CARLOS ROAD**

The items below are to be incorporated into the Notice Inviting Sealed Bids and costs shown on the Bid Form.

Item 8 – Access and staging at site (Bid Items 1, 2, 3, 4) – see also Figures below

- 1.1 Remove dead pine tree adjacent to fence on Rancho San Carlos Road and dispose offsite
- 1.2 Remove approximately 20 feet of fence on Rancho San Carlos Road
- 1.3 Install two 10-ft. gates with lock; match gate style to existing fence style; gates to open inward to staging area
- 1.4 Install temporary asphalt apron (20 ft. x 20 ft.); contractor to patch or fill as necessary to maintain a smooth transition from the temporary apron to Rancho San Carlos Road; remove as directed after project completion
- 1.5 Clear and grub inside fence to limits of cottonwood; remove cypress tree, poison oak, blackberry, fennel and other vegetation to allow access into the site and staging of materials
- 1.6 Protect live cottonwood and oak trees on perimeter of staging site with temporary high visibility fencing
- 1.7 Dispose cleared vegetation off-site
- 1.8 Install temporary high visibility fencing to limit access to sensitive species (Santa Barbara sedge) as shown on Sheet 3.0
- 1.9 Protect 36-inch cottonwood at access ramp; remove large limb from 36-inch cottonwood that blocks access to streambank; remove 18-inch cottonwood blocking access ramp; cottonwood pieces of 10-ft. or greater may be stockpile and placed into the channel bottom at the end of construction.
- 1.10 Hydroseed staging area at end of construction

Ahmet Gulcu



6-28-2018