

**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASTROVILLE  
COMMUNITY SERVICES DISTRICT APPROVING PROPOSAL FROM TEICHERT  
CONSTRUCTION FOR WATER SERVICE LINE REPLACEMENT IN AN AMOUNT  
NOT EXCEED \$135,230**

**WHEREAS**, Castroville Community Services District (“District”) is a Community Services District created pursuant to Government Code Section 61000; and

**WHEREAS**, the District requires trenching, installation and backfill of certain water service lines (“Project”) that were budgeted to be completed at a cost of approximately \$185,000;

**WHEREAS**, the County of Monterey (“County”) engaged in a competitive bidding process for construction services related to road, bridge and sidewalk improvements (“Road and Bridges Work”), and selected Teichert Construction (“Contractor”) in August 2023;

**WHEREAS**, the District’s water service lines are adjacent to, or associated with, the Road and Bridges Work being performed by Contractor;

**WHEREAS**, Contractor has been performing the Roads and Bridges Work for the County, and as part of these improvements, is uniquely positioned and qualified to perform the District’s Project concurrently with such Work;

**WHEREAS**, the District General Manager has determined that the highly specialized work associated with the Project, the necessity to coordinate with Contractor for the County’s Road and Bridges Work, and the economic efficiencies in performing the work of the District and County concurrently requires a distinctly qualified company to render the Project services required;

**WHEREAS**, Contractor submitted a proposal for the Project for an amount not to exceed \$135,230, a copy of which is attached hereto as **Exhibit A** (“Teichert Proposal”);

**WHEREAS**, Contractor is a licensed contractor, with State Contractors license number 8;

**WHEREAS**, the General Manager has determined that the nature of the work to be performed by Contractor for which the District seeks to engage Contractor is of unique and specialized work, and Contractor is uniquely positioned in terms of time, labor and materials, as set forth in the Sole Source Justification document attached hereto as **Exhibit B**; and

**WHEREAS**, the County has previously engaged Contractor to perform construction services, and is currently engaging Contractor; and

**WHEREAS**, the General Manager has determined Contractor has the demonstrated the specialized skills, demonstrated competency, and holds the professional qualifications necessary for the satisfactory performance of the work and services, and is uniquely positioned to perform the services most efficiently and economically for the Project; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Castroville Community Services District Board of Directors hereby finds:

1. The proposal provided by Teichert Construction attached as Exhibit A is hereby approved, and the General Manager is authorized to take further actions as may be necessary to give effect to this resolution;
2. That that the nature of the work to be performed by Contractor for which the District seeks to engage Contractor is of unique and specialized work, and Contractor is uniquely positioned due to its concurrent performance of work with the County;
3. That engaging Contractor for the work associated with the Project is appropriate and consistent with the public interest because the nature of the services and work required for the replacement of water service lines is of such a nature that competitive proposals would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible; and
4. That replacement of the water service lines is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15301(d), 15302(c) and 15303(d) of the CEQA Guidelines. Further CEQA review therefore is not required for the District to accept the Contractor's Proposal.

**BE IT HEREBY FURTHER RESOLVED** that the Board of Directors hereby approves engaging Teichert Construction for the replacement of the water lines as set forth in **Exhibit A** and **Exhibit B**.

**BE IT HEREBY FURTHER RESOLVED** that the Board of Directors hereby directs the General Manager or designee to take all steps necessary to implement and complete the water line replacement, as set forth herein.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Castroville Community Services District duly held on the 21<sup>st</sup> day of May 2024, by the following vote.

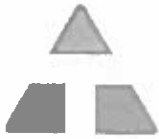
Ayes: Director(s) Stefani, Cochran, Oania, MacMillan & Padilla  
Noes: Director(s) Ø  
Absent: Director(s) Ø  
Abstained: Director(s) Ø

ATTEST:

Lidia Santos  
Lidia Santos, Secretary  
(SEAL)

Cosme Padilla  
Cosme Padilla, Board President

# EXHIBIT A



Wednesday, May 15, 2024

Eric Tynan  
Castroville Community Services District

Re: Castroville Water Service Relocation  
Bid Proposal

Thank you for giving Teichert Construction the opportunity to provide our services. Our price is based on the following information:

- ❖ Map of Water Service Locations Dated 4/22/24
- ❖ CCSD Details W-1 and W-10
- ❖ Teichert Contractor's license Is #8
- ❖ Teichert DIR # Is 1000002575
- ❖ Bond Is Included

Please see the attached UNIT PRICE schedule (PROPOSAL) for items of work and total bid amount. The following information will further clarify our scope of work.

## Bid Item 1: Mobilization

1. **One Mobilization is included in this proposal.**
  - i. Work to be completed before October 2024.
  - b. Additional Move-Ins will be billed at \$10,000.00 Each.

## Bid Item 2: Traffic Control

2. **Traffic Control for Teichert Work Only**
  - a. Inclusions
    - i. Teichert will Place a "Road Closed to Through Traffic" Sign mounted on a Type 3 Barricade at each End of Work Zone at Start of Shift. Road to be opened to Traffic at End of Work Shift.
    - ii. Work Hours to be 8:00 AM to 5:00 PM.
  - b. Exclusion
    - i. Temporary striping, Permanent Striping, Temporary Crosswalks, Temporary parking.
    - ii. Traffic Detours around work zone and Associated Signage.

## Bid Item 3: Pothole Existing Utilities

3. **Subsurface Utility Exploration for Teichert Operations**
  - a. Inclusions:
    - i. Potholing for Teichert Work.
    - ii. Potholing to be completed with Teichert's work and during the first mobilization.
  - b. Exclusion
    - i. Pothole for any other operations.
    - ii. Recording of existing utilities that are potholed, by Surveyor.

## Bid Item 4 and 5: ¾" and 1" Water Services

4. **Trenching, Installation and Backfill of New Water Service**
  - a. Inclusions
    - i. Service pipe material Quoted Is Type K Soft Copper.
    - ii. Trench to be backfilled after each shift and patched with 0.10' of Asphalt Concrete.
    - iii. Pipe Zone and Pipe Bedding material to be sand as defined in CCSD Detail W-10
    - iv. Trench Zone and Street Zone to be Class 2 AB as defined in CCSD Detail W-10.
    - v. Connection of new Service pipe to existing Corporation Stop and Angle/Meter Stop or Curb Stop.
    - vi. Off Haul of Trenching Spoils.
  - b. Exclusions
    - i. Compaction testing.
    - ii. Tee Cut or Final Pavement Restoration/Patching.

- iii. Matching existing Pavement Thickness.
- iv. Purchase or Installation of New Saddles and Corporation Stops.
- v. Purchase or Installation of New Angle Meter Stops or Curb Stops.
- vi. Pressure Testing, Chlorination and Bacteriological Testing.
- vii. Staking and Surveying
- viii. Off haul, handling or disposal of hazardous materials, Soils or asbestos pipe.
- ix. Dewatering
- x. Curb Markings
- xi. Night or Weekend Work

### **EXCLUSIONS**

- 5. Yard Rental, equipment to be parking in the street.
- 6. Permits, third party agreements, insurances, and any associated fees other than what is directly listed below.
  - a. Traffic Control Fees to Close Roadway
  - b. Builders Risk Insurance for Teichert Work Only.
- 7. Furnishing or placing any landscape soils, sod, or erosion control.
- 8. Electrical work including traffic loops.
- 9. Exercise of valves by others.
- 10. Existing utility adjustment, relocation, removal and backfill other than the 20 Water Services included in this proposal. Delays associated with utility relocation will be billed as additional work and shall include demobilization, changed conditions, and remobilization as applicable.
- 11. Removal of hazardous, contaminated, or buried materials. Including asbestos pipe. A hazardous material clearance report will be required prior to start of work.
- 12. Fencing or fencing of environmentally sensitive areas.
- 13. Over-excavation, re-compaction, removal, replacement, or processing of soil that is loose, oversaturated, contaminated or otherwise unsuitable for compaction.
- 14. Sub-excavation that may be required due to differential settlement or removal of unsuitable soils as directed by the soils engineer including subsurface obstructions encountered below subgrade.
- 15. Based on working in soils with existing moisture content near optimum or drier. No handling of wet or unsuitable soils except as otherwise provided. Dewatering is not included.
- 16. Handling, removal, and disposal of oversized material including any rocks, or boulders that are too large to be incorporated into trench backfills.
- 17. Fog seal, seal coat (including Caltrans Type II), slurry seal, prime coat, and soil sterilization.
- 18. Geotextile fabric in pipe zone or under structures.
- 19. Storm water pollution prevention plan (SWPPP) development, winter maintenance, installation, maintenance, or removal of erosion control Best Management Practices (BMP) and other work required by SWPPP unless noted otherwise above.
- 20. Filing Notice of Intent (NOI), maintenance, monitoring, sampling, and record keeping unless noted otherwise above.
- 21. Dust control measures over and above industry standard, or while Teichert crews are not working.
- 22. Storm water pumping or handling of wet or unsuitable soils.
- 23. Teichert will work to meet District's schedule. Teichert has no control over current market conditions and the current shortage of pipe and pipe materials.
- 24. Fences and walls, including grading, excavation or backfill.
- 25. Preparation of any as-built drawings other than what is needed for Teichert Construction.
- 26. Design or installation of cathodic protection system.
- 27. Biological, nesting or bird survey.
- 28. Settlement or settlement monitoring plans.
- 29. CCTV existing utilities.
- 30. Additional trucking costs due to implementation of California Assembly Bill 5, which affects employment status and wage requirements for truck owner-operators.

**MATERIAL PRICING AND FUEL RATE CLARIFICATION**

31. This bid is based upon current prices for fuel and for construction materials such as asphalt, cement, Ductile Iron Pipe, PVC, plastic, and steel. Prices for these and other items have been subject to substantial, rapid, and unanticipated price increases. Additionally, recently enacted and proposed federal tariffs are currently causing rapid price changes to waterworks fitting prices. Teichert reserves the right to adjust its bid and to adjust any agreed contract price arising from its bid (or specific unit prices if this is a unit price bid) in an amount or amounts sufficient to cover increased costs incurred or to be incurred by Teichert for any such items. Additionally, Teichert's time for performance will be extended to account for any schedule delays caused by shortages or lack of availability of fuel or construction materials.
32. Due to the rapid escalation of Pipe materials and recent shortages of same, this quote is only valid for 30 days. If this proposal is accepted beyond the 30-day period, we cannot guarantee that our suppliers and subcontractors will honor original pricing. Additionally, delivery of ductile iron and plastic pipe must be taken within 30 days of acceptance to honor the quoted prices. Price escalations beyond the 10-day acceptance period will be the responsibility of the Owner/General Contractor.

**EXTRA WORK**

33. In the event the Owner/General Contractor requests that extra work be performed, the work will be performed at an agreed to lump-sum price or on a time and material basis.
34. Teichert to submit daily time and material extra work reports for approval and signature, the day after the work is performed. The Owner/General Contractor will convert any time and material extra work performed into a change order within 30 days of the work being performed so that the work can be billed. Should the work span more than 30 days, Teichert will progress bill in 30-day increments. Teichert reserves the right to stop all contract work if the change order has not been received as noted above.
35. Payment for time & material extra work to be made in the same time frame as prescribed in the contract for contract work.

**ADDITIONAL CLARIFICATIONS & QUALIFICATIONS:**

36. Prices may need to be revised to reflect any changes shown on the final approved plans.
37. Quantities furnished by the Engineer as shown on the included drawings used to prepare proposals. Final prices to be determined by actual quantities constructed. Should any item quantity vary significantly from that shown on our proposal or be eliminated in its entirety, we reserve the right to adjust our unit price appropriately to cover the cost of overhead.
38. Project schedule based on a mutually agreeable start date.
39. Our price is based on the award of all items of work listed in this proposal.
40. If adverse ground conditions or adverse weather affect working conditions, construction activities will not be commenced, or continued, unless additional compensation and/or time for completion is agreed upon by all parties, and the contract adjusted accordingly.
41. The Owner shall indemnify Teichert to the fullest extent permitted by law from and against all claims from blasting operations performed by or for Teichert as a part of the construction project described in this proposal.
42. Naturally Occurring Asbestos (NOA): Teichert shall not be required to indemnify Owner or Indemnified Parties for any claims caused by NOA unless they arise from Contractor's failure to comply with the OSHA Plan, the AQMD-approved Asbestos Dust Mitigation Plan, or any other legal requirements applicable to the NOA.

**PAYMENT/LEGAL CLARIFICATIONS AND INFORMATION**

- This proposal is contingent upon written confirmation of funds committed and available to cover said work and execution of a mutually agreeable contract. The contract shall include the following:
- Monthly progress payments to be paid on a percent performed basis with a maximum of 5% held as retention. Final bill to be submitted upon completion of work and due in 30 days with no retention held.

- Right to stop work with three days written notice if payments are past due by more than 10 days.
- Attachment of this proposal letter to contract. In the event there is a discrepancy between the terms of the contract and Teichert's proposal, the terms of Teichert's proposal shall apply.
- Indemnification provided to your firm by Teichert for personal Injury or property damages claims will be comparative negligence. We exclude providing Type I indemnity to others and indemnity to your firm for your firm's own negligence.
- Attorney's fees clause for prevailing party to recover costs.
- Interest provision for unpaid billings. Interest to be charges at 18% per annum on billings not received within 60 days.
- Any work not specifically shown in the attached scope shall be considered Extra Work.

Thank you for the opportunity to provide our quotation for this project.

Sincerely,

**Andrew Fairfield, EIT**  
Project Engineer - Estimating  
M: 925-523-9611  
[AFairfield@teichert.com](mailto:AFairfield@teichert.com)



Teichert Construction  
5200 Franklin Drive, STE. 115  
Pleasanton, CA 94588  
O: 925-621-5700  
F: 925-621-5799  
[Teichert.com](http://Teichert.com)

**BUILDING. TRUST. TRADITION.**

05/15/2024

10.08

24-0725

Castroville Water Service Relocation

\*\*\* Andrew Fairfield

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1	Mobilization	1.000	LS	15,000.00	15,000.00
2	Traffic Control	1.000	LS	7,180.00	7,180.00
3	Pothole Existing Utilities	20.000	EA	920.00	18,400.00
4	Install 1" Type K Copper Water Service	3.000	EA	4,350.00	13,050.00
5	Install 3/4" Type K Copper Water Service	17.000	EA	4,800.00	81,600.00

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Bid Total =====> \$135,230.00

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**EXHIBIT B****Sole Source Justification**  
Castroville Community Services District

VENDOR'S NAME: Teichert Construction  
 ADDRESS: 5200 Franklin Drive, STE 115  
Pleasanton, CA 94588  
 PHONE or EMAIL: 925.621.5700

DATE: May 21, 2024  
 INITIATED BY: \_\_\_\_\_  
 PROJECT NO: \_\_\_\_\_

**Description of Item(s) and cost. Explain why this good or service is needed.**

Trenching, installation and backfill of new water service lines for the District, which are most efficiently and economically performed by Teichert Construction, who is currently under contract with the County of Monterey to improve the roads and sidewalks adjacent or associated to the new service lines. It is most efficient and economical for the installation of the water service lines to happen concurrently with the work the Contractor is performing for the County. The County selected Teichert through a competitive bidding process.

**Justification for Goods, Materials, Equipment and Service Contracts**

- Only known supplier of item or service. (Explain how this was verified.)
- Supplier proprietary item. (Supplier is the only manufacturer of this item. List the reasons why no substitute item can be used. Explain why there are no alternate equipment providers that can bid on the same proprietary item.)
- Required for Emergency Response. (Describe emergency and date of occurrence. Why is item essential to emergency response.)
- Other (eg. Previously approved sole-source equipment by GM, pilot or experimental) Attach equipment list or provide explanation.  
Teichert Construction is already performing road and sidewalk improvements pursuant to a Roads and Bridges agreement with the County, and it is economical for the District to perform the installation of the new water service lines in conjunction with that work and with the same Contractor.

**Justification for Professional and Technical Services**

- Firm is a highly recognized authority in a field or specialty, or has unique and/or specific knowledge regarding project. (Explain below)  
Teichert has specific knowledge of the project as it is concurrently performing work for the County for improvement of the associated roads and sidewalks.
- Firm has satisfactorily performed the previous stage of a project or has acquired extensive background and working knowledge relevant to the project. (Explain below)  
Teichert has a proved track record with the County, and will be uniquely positioned to perform the District's scope of work as it is already performing related work with the County.
- Other (eg. pilot or experimental) Provide explanation.

General Manager : PRINT NAME Eric Tynan  
 SIGN 

Date: 5/21/24