

COASTSIDE COUNTY WATER DISTRICT

766 MAIN STREET

HALF MOON BAY, CA 94019

SPECIAL MEETING OF THE BOARD OF DIRECTORS

October 26, 2006 – 8:30 a.m.

AGENDA

The Coastside County Water District does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet can be provided in a format to accommodate special needs. If you require a copy of the agenda or related materials in an alternative format to accommodate a disability, or if you wish to attend this public meeting and will require special assistance or other special equipment, please call the District at (650) 726-4405 at least five days in advance and we will make every reasonable attempt to provide such an accommodation.

The Board of the Coastside County Water District reserves the right to take action on any item included on this agenda.

1) ROLL CALL

2) SPECIAL ORDER OF BUSINESS

Consideration of Award of Contract for the Denniston Wells 1 & 2 Rehabilitation Project (attachments: [Maggiora Bros. Drilling bid proposal](#) | [Staff Report re Award of Contract](#))

3) ADJOURNMENT

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

October 10, 2006

Coastside County Water District
Attn: Joe Guistino
766 Main Street
Half Moon Bay, CA 94019

Subject: Denniston Wells 1 & 2 Rehabilitation Bid Proposal

Dear Mr. Guistino,

Attached is Maggiora Bros. Drilling, Inc. bid proposal for the Denniston Wells 1 & 2 Rehabilitation project.

Proposal is based on being able to dispose of chemically treated water at the Montara Water Sanitation District via hauling with tanker trucks water with a PH below 6. Proposal is based on being able to dispose of all development and test pumping water with a PH of 6 or higher on site.


Proposal is based on attaching an air tight cap to each well so that chemicals can be forced outside of the casing with air pressure, as well as mechanical brushing and swabbing. Laboratory fees for water analysis for water to be disposed of are not included in this proposal.

Development and testing with test pump includes 2 hours of development pumping, 6 hours of step testing and 8 hours of constant testing per well.

Proposal does not include new pump equipment for wells, however once wells are tested and pumps selected, a price can be provided.

If you have any questions, please feel free to contact me at any time.

Very truly yours,


Michael F. Maggiora
Secretary

RECEIVED
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COASTSIDE COUNTY
WATER DISTRICT

II. CONTRACTOR'S PROPOSAL

TO: Coastside County Water District

PROJECT TITLE: Denniston Wells 1 & 2 Rehabilitation Project

BIDDER'S DECLARATIONS AND AGREEMENTS

The undersigned, hereinafter called the Bidder, hereby proposes to perform all work and to furnish all labor, services, materials (except those specifically described in the Contract Documents as being furnished by the District), tools, equipment, supplies, transportation and all other items and facilities necessary to complete all work for the above-named Project as specified or indicated in the Contract Documents for the price set forth below in this Proposal.

The Bidder has carefully examined all of the Contract Documents for the Project, including the Notice to Contractors, this Proposal and documents submitted together with it, the Contract, the General Conditions, the Special Provisions, the Specifications and all Addenda. All provisions of the Contract Documents are hereby accepted and all representations and warranties required thereby are hereby affirmed.

The Bidder has by investigation of the site of the work and otherwise satisfied itself as to the nature, scope and location of the work and has fully informed itself as to all conditions and matters which can in any way affect the work or the cost thereof, including quantities of materials and equipment required. The Bidder has exercised its own judgment regarding the interpretation of subsurface information and has utilized all data which it believes pertinent from the District and other sources in arriving at his conclusions.

The Bidder has carefully checked all words and figures inserted in this Proposal and understands that it may not be revoked or withdrawn for 75 days after the date on which Proposal are opened.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, it will, within 15 days after having received notice of award, sign and deliver the Contract in the form included in the Contract Documents and will at that time deliver to the District the Performance Bond and Payment Bond required herein.

CERTIFICATES OF INSURANCE

The Bidder agrees that if this Proposal is accepted, it will, within 15 days furnish the District with certificates and/or policies of insurance as specified in the Contract Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within ten (10) days after the effective date of the Notice to Proceed and to complete the work, in all respects, within THIRTY (30) days after the effective date of the Notice to Proceed.

LIQUIDATED DAMAGES

If the Bidder is awarded the Contract but fails to complete the work within the Contract time limit set forth above, or as it may be extended as provided in the Contract Documents, Bidder agrees to pay liquidated damages to the District at the rate of TWO HUNDRED DOLLARS (\$200) per day until the work is completed.

ADDENDA

The Bidder hereby acknowledges that he has received the following attached Addenda Nos.: None

_____ (Bidder: insert number of each Addendum received and attach copy to this Proposal) and agrees that all Addenda issued are a part of the Contract Documents. The Bidder agrees that this Proposal includes all impacts resulting from these Addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, State and local sales and use taxes are included in the price for the work set forth below.

BID PRICE

The Bidder agrees to accept as full payment for the service specified below and work described herein, the amount computed in accordance with the following prices, which includes all costs for the well rehabilitation service specified, labor, materials (except those specifically shown in the Contract Documents to be furnished by the District), tools, equipment, services, taxes, insurance, overhead, profit, warranty performance and all other costs necessary to perform the work in accordance with the Contract Documents. It is expressly agreed that unit prices are not dependent on the exact quantity furnished.

(Show prices in both words and figures. In case of a discrepancy, the amount in words has precedence.)

PROPOSAL

(Bid Prices)

Bid Item	Description with Price Amount written in words Amount Written in Words	Price Figures	Extended Total
1	Rehabilitation of CCWD's Denniston Wells 1&2 in accordance with the established methodology as presented in pages 24 - 35 of this bid packet. Pressure wash equipment before leaving shop, mobilize to site, brush well and bail out sediment and particles, introduce well rehabilitation chemicals to set overnight followed by swabbing, remove minimum 20 case volume of water and sediment and develop well using airlift methodology, revidcotape well, disinfect, test performance of well and provide proper sizing requirements for new pumps, dispose of waste and demobilize.	\$44,800.	\$44,800.00

SURETY

If the Bidder is awarded the Contract, the surety who will provide the Performance Bond and Payment Bond will be Insko Insurance Services, Inc., whose address is:

Street: 17789 Fitch, Suite 200
 City: Irvine, CA 92614
 State: CA ZIP Code: 92614

BIDDER

The name of the Bidder submitting this Proposal is Maggiore Bros. Drilling, Inc.

The address to which all communications concerning this Proposal and the Contract shall be sent is:

Street: 595 Airport Blvd.
 City: Watsonville
 State: CA ZIP Code: 95076

The Bidder's home office address, if different from above, is:

Street: _____
City: _____
State: _____ ZIP Code: _____

The Bidder's Contractor's License No. is: 249957

The License Classification is: C-57

The License expires on: 09-30-07

The Bidder declares under penalty of perjury under the laws of the State of California that the foregoing licensing information is true and correct.

SIGNATURE

1. If sole owner: I sign as sole owner of the business named above as Bidder.

Date: _____
Signature of Bidder

Telephone: _____
Print Name

2. If partnership: The undersigned certifies that he/she is a general partner in the Partnership named above as Bidder and that he/she has full authority to sign this Proposal on behalf of the Partnership.

Date: _____
Signature of Partner

Print Name

Bus. Telephone: _____

3. If Corporation: The undersigned certify that they are officers of the Corporation named above as Bidder and have full authority to sign this Proposal on behalf of the Corporation.

Maggiore Bros. Drilling, Inc.

Name of Corporation

BY: *David T. Maggiore*
Name: David T. Maggiore

Title: (President or Vice President)

ATTEST: *Michael F. Maggiore*
Name: Michael F. Maggiore

Title: (Secretary or Assistant Secretary)

4. If Joint Venture: The undersigned certify that they have full authority to sign this Proposal on behalf of the Joint Venture named above as Bidder.

Name of Joint Venture

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

Date: _____

Date: _____

Business telephone number: 831-724-1338

(Submit statement explaining the nature of the individual entities that comprise the Joint Venture and evidence of authority of individuals who sign this Proposal to do so on behalf of the Joint Venture.

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive of the Public Contract Code of the State of California.

Name under which Sub-contractor is licensed	License Number	Address of Place of Business	Description of Portion of Work To Be Done By Subcontractor
None			

(Do not list alternative subcontractors for the same work.)

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Santa Cruz)

Michael F. Maggiora, being first duly sworn, deposes and says that he or she is Secretary (sole owner, partner, president, etc.) of Maggiora Bros. Drilling, Inc., 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 the bid is genuine and not collusive or sham, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or 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.

[Handwritten Signature]
Signature of representative of Bidder

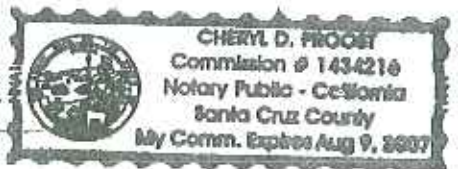
Acknowledgment

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO)ss

On October 2, 2007 before me, Cheryl D. Frost personally appeared Michael F. Maggiora personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *[Handwritten Signature]*



COPY



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

BID BOND

BOND NO. Bid Bond

KNOW ALL MEN BY THESE PRESENTS,

That we, Maggiara Bros. Drilling, Inc.

as Principal, and Developers Surety and Indemnity Company a corporation

authorized to transact a general surety business in the State of Iowa as Surety, are held and firmly

bound unto Coastside County Water District

(hereinafter called the Obligee)

in the full and just sum of Ten Percent (10%) of the Total Amount Bid--

Dollars; (\$ --10%--) for the payment whereof in lawful money of the United States, we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for
Denniston Wells 1 & 2 Rehabilitation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 9th day of October, 2006
YEAR

Maggiara Bros. Drilling, Inc.

Developers Surety and Indemnity Company
Surety

Principal

By: Erin Bautista, Attorney-in-Fact

STAFF REPORT

To: Coastside County Water District Board of Directors

From: Ed Schmidt, General Manager

Agenda: October 26, 2006

Report

Date: October 25, 2006

**Subject: Award of Contract for Rehabilitation of Denniston
Wells # 1 and # 2**

Recommendation:

Award contract for Denniston Wells 1 and 2 Rehabilitation Project to Maggiora Bros. Drilling Inc.

Background:

Four of the six wells in the Denniston Well Field have become inoperable due to excessive plugging. The individual yield from 2 remaining wells in service has declined by 53% in the last three years, dropping from an average of 58 gpm (original yield) to about 27 gpm. In an effort to increase usage of local resources, District Staff was directed to embark on a program to rehabilitate and maintain our present wells.

Ten of our District wells will require rehabilitation. The Denniston Well System was selected as our starting point since these wells can be run year-round and they would lessen the impact on our already stressed Denniston Reservoir.

STAFF REPORT

Agenda: October 26, 2006

Subject: Award of Contract for Rehabilitation of Denniston Wells # 1 and # 2

Page Two

Maggiore Bros. Drilling Inc. has submitted a bid to rehabilitate Denniston Wells 1 & 2 totaling \$44,800. This figure is \$5,000 less than earlier estimates provided by Pump Repair Services. Maggiore Bros. did the rehab for well 4A in our Pilarcitos Well Field over 18 months ago and it continues to be our best producer. The Denniston wells will most likely produce 35 – 45 gpm each once rehabilitated. The present pump and motors on these two wells are inoperable and will need to be replaced. Our contract with Maggiore Bros. requires them to test the well yield and provide us with proper sizing of the replacement pump and motor. Cost for replacement will be under \$10,000.

Of the two firms qualified to perform the required work, Maggiore Bros. have more experience with well rehabilitation in the California coastal plains.

Fiscal Impact:

The capital improvement program holds \$80,000 for both FY 07/08 and FY 08/09 for a total of \$160,000 for well rehab. Utilizing a very conservative estimate of an additional 55 – 70 gpm increase in yield, savings from water NOT purchased from SFPUC from the Pilarcitos/Crystal Springs Systems are estimated to be \$3500 - \$4500/month. Taking into account power costs and the costs of Denniston treatment (\$120/MG), payback for the \$50,000 investment would take 10 - 20 months.