

Name of Bidder: Mozingo Construction, Inc.

ADDENDUM NO. 3  
BID FORM

SECTION 00 40 00

BID FORM

OLIVEHURST PUBLIC UTILITY DISTRICT  
OLIVEHURST, CA

Project Name: Contract No. 2: Pump Stations and Pipelines  
CWSRF Project No. C-06-8753-110

THIS BID IS SUBMITTED BY:

Name of Bidder: Mozingo Construction, Inc.

**SUBMIT BID TO:**

District Clerk  
Olivehurst Public Utility District,  
1970 9th Avenue  
Olivehurst, CA 95961

**BID OPENING:**

District's Board Room  
Olivehurst Public Utility District,  
1970 9th Avenue  
Olivehurst, CA 95961

TO: Honorable Board of Directors

BID IS SUBMITTED ON: April 1, 2026 (insert Bid Date)

**IMPORTANT NOTE:**

All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person submitting the Bid. Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative bids, or any other modifications of the Bid Form which are not specifically called for in the Bid Form, will result in rejection of the bid by the District. The District will treat all such bids as not being responsive to the Invitation for Bids. The District will not consider any oral or telephonic or email modification of any bid submitted.

Proposed prices shall be for the total net price including all applicable taxes and charges (unless otherwise specified), delivered F.O.B., Project site. Information must be furnished complete in compliance with the Contract Documents. The information requested and the manner of submission are essential to permit prompt evaluation of all Bids on a fair and uniform basis. Accordingly, the District reserves the right to declare as non-responsive and reject any Bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

**I BIDDER REPRESENTATIONS**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with District in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents within the specified time and for the price indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for ninety (90) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of District.

As provided by Section 4552, et. Seq., of the California Government Code, in submitting a Bid to the District, the Bidder offers and agrees that if the Bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Bidder.

In submitting this Bid, the undersigned Bidder represents that:

**Bidder has attended the Mandatory Pre-Bid Meeting for the project.**

Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and Regulations and Permits that may affect cost, progress, and performance of the Work.

Bidder 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 which have been identified in the Contract Documents.

Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.

Bidder is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.

Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

Name of Bidder: Mozingo Construction, Inc.

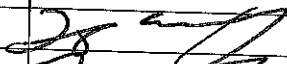
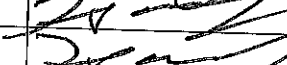
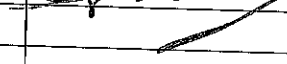
ADDENDUM NO. 3  
BID FORM

As to the nature and scope of the Work, Bidder has given the District written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by the District, if made, is acceptable to Bidder, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by the District because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**II ADDENDA**

Bidder has obtained a complete set of Contract Documents and carefully examined and studied the Contract Documents, all related information available to Bidders as defined in the Contract Documents, and the following Addenda, receipt of all of which is hereby acknowledged. A Bid may be deemed non-responsive if all Addenda issued by Owner are not listed.

Addendum Number	Addendum Date	Signature of Bidder
1	03-04-2026	
2	03-13-2026	
3	03-25-2026	

**III BID SCHEDULE**

Pursuant to your published Invitation for Bids for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following Bid for said entire project is submitted by the firm indicated on this Bid Form.

The undersigned Bidder proposes and agrees to contract with the District to perform all of the above work, including subsidiary obligations as defined in the Contract Documents for the prices indicated in the BID SCHEDULE below.

Pursuant to the provisions of the California Labor Code Section 6707, each bid submitted shall contain, in the bid, the amount included for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum in base bid item 2 below, the Bidder warrants that its action does not convey tort liability to the Owner, the Engineer, the Construction Manager, and other employees, agents, and subconsultants.

Further in submitting its Bid, the undersigned Bidder understands and agrees that that the Total Bid Price are each determined by the sum total of all respective bid item amounts in the applicable Bid Schedule shown below. In the event the addition of the bid item extended amounts does not equal the Total Bid Price the corrected addition of all bid item extended amounts will govern, and the Owner will correct the respective total(s) accordingly. In case of discrepancy between words and figures, words will prevail.

Bid Items are further described in Section 01 29 00, Payment Procedures.

Name of Bidder: Mozingo Construction, Inc.

ADDENDUM NO. 3  
BID FORM

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Mobilization and Demobilization (no more than 5% of Construction Costs)	1	LS	2,400,000.-	2,400,000.-
2	Surveying and Construction Staking	1	LS	200,000.-	200,000.-
3	Clearing and Grubbing	1	LS	200,000.-	200,000.-
4	Traffic Control	1	LS	800,000.-	800,000.-
5	Dewatering and Non-Storm Discharge Control	1	LS	100,000.-	100,000.-
6	SWPPP - Stormwater Monitoring, Inspections, Sampling, Laboratory Analysis, Compliance Reporting, BMP Installation, and BMP Maintenance	1	LS	400,000.-	400,000.-
7	Trench Sheet piling, Shoring, and Bracing, as required by Section 6707 of the California Labor Code)	1	LS	100,000.-	100,000.-
8	Pipelines - Mary Avenue and Private WWTP Access				
8a	Demolition Existing New 8 Inch Sewer Pipe - Mary Avenue	1	LS	5,000.-	5,000.-
8b	Reestablish Survey Monument	2	EA	3,500.-	7,000
8c	Culvert - 18 Inch Class 4 RCP or 18 Inch Type S HDPE PSI DR 18	140	LF	200.-	28,000.-
8d	Demolition Existing 18 Inch Culvert	4	LS	1,000.-	4,000.-
8e	Connect to Existing New Sewer - Manhole at Wastewater Treatment Plant	1	LS	15,000.-	15,000.-

Name of Bidder: Mozingo Construction, Inc.

ADDENDUM NO. 3  
BID FORM

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
8f	Gravity Pipeline – 8 Inch ASTM D3034 SDR 26 PVC Pipe	20	LF	500. -	10,000. -
8g	Gravity Pipeline – 36 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 36 inch AWWA C906 HDPE DIPS DR 17 (Green)	4,548	LF	650. -	2,956,200. -
8h	Gravity Pipeline – 30 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 30 inch AWWA C906 HDPE DIPS DR 17 (Green)	40 20	LF	1,000. -	20,000. -
8i	Gravity Pipeline – 12 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 12 inch AWWA C906 HDPE DIPS DR 17 (Green)	20	LF	450. -	9,000. -
8j	Gravity Pipeline – 8 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 8 inch AWWA C906 HDPE DIPS DR 17 (Green)	40 20	LF	250. -	5,000. -
8k	Sanitary Sewer Service (OPUD Detail 5-32) - New Service - Mary Avenue	43	EA	6,200. -	266,600. -
8l	Sanitary Sewer Service (OPUD Detail 5-32) - Partial Replacement and Bypass - Mary Avenue	4	EA	7,500. -	30,000. -
8m	60 Inch - Sewer Manhole (OPUD Detail 5-14B)	9	EA	60,000. -	540,000. -
8n	72 Inch - Sewer Manhole (OPUD Detail 5-14B)	4	EA	93,000. -	372,000. -
8o	84 Inch - Sewer Manhole (OPUD Detail 5-14B)	1	EA	120,000. -	120,000. -

Name of Bidder: Mozingo Construction, Inc.

ADDENDUM NO. 3  
 BID FORM

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
8p	Pavement Delineation - WATP Private Access Road	4	LS	\$0.00	\$0.00
8q	Pavement Delineation - Mary Avenue	1	LS	3,000. -	3,000. -
8r	Pothole Existing Utilities (includes encroachment permit, traffic control, documentation, and restoration)	35-55	EA	1,500. -	82,500. -
8s	Retaining Wall Removal and Replacement	25	LF	5,000. -	125,000. -
9	Pipelines - McGowan Parkway and Olive Avenue				
9a	Demolition Existing 24 Inch Sewer Pipe - McGowan Parkway	1	LS	1,200. -	1,200. -
9b	Abandoned Existing 24 Inch Sewer Pipe - McGowan Parkway	1	LS	13,000. -	13,000. -
9c	Minor Concrete (Barrier Curb and Gutter)	20 60	LF	200. -	12,000. -
9d	Minor Concrete (Sidewalk) (0.50 - feet)	430-300	SF	40. -	12,000. -
9e	Forcemain - 18 inch AWWA C900 PVC DR 18 PVC Pipe (Green)	46 20	LF	900. -	18,000. -
9f	Forcemain - 16 inch AWWA C900 PVC DR 18 PVC Pipe (Green)	48 20	LF	1,200. -	24,000. -
9g	Forcemain - 12 inch AWWA C900 PVC DR 18 PVC Pipe (Green)	227	LF	500. -	113,500. -
9h	Forcemain - 24 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 24 inch AWWA C906 HDPE DIPS DR 17 (Green)	657	LF	600. -	394,200. -

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
9i	Forcemain - 18 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 18 inch AWWA C906 HDPE DIPS DR 17 (Green)	1,087	LF	275.-	298,925.-
9j	Forcemain - 16 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 16 inch AWWA C906 HDPE DIPS DR 17 (Green)	1,096	LF	250.-	274,000.-
9k	Forcemain - 12 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 12 inch AWWA C906 HDPE DIPS DR 17 (Green)	1,104	LF	225.-	248,400.-
9l	18 Inch Eccentric Plug Valves	1	EA	33,000.-	33,000.-
9m	16 Inch Eccentric Plug Valves	1	EA	28,000.-	28,000.-
9n	12 Inch Eccentric Plug Valves	3	EA	16,500.-	49,500.-
9o	Combination Air Vacuum Valve (CARV) (OPUD 6-15)	4 1	EA	58,000.-	58,000.- <del>58,000.-</del> KM
9p	Special Triple Combination Air Vacuum Valve (CARV) (OPUD 6-15A) - McGowan Parkway	1	LS	109,000.-	109,000.-
9q	Amorock Manhole Insert - Station 207+56 - McGowan Parkway	1	LS	25,000.-	25,000.-
9r	Sanitary Sewer Service (OPUD Detail 5-32) - Partial Replacement - McGowan Parkway	4	EA	2,000.-	8,000.-
9s	Connect to Sewer - Stub at McGowan Remote Valve Site	1	LS	15,000.-	15,000.-
9t	Connect to Sewer - Stub at Pump Station No. 2	1	LS	10,000.-	10,000.-
9u	Connect to Sewer - Stub at Olive Avenue Remote Valve Site	1	LS	5,000.-	5,000.-

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
9v	Pavement Delineation - Olive Avenue	1	LS	14,500.-	14,500.-
9w	Pavement Delineation - McGowan Parkway (West of SR 70)	1	LS	30,000.-	30,000.-
9x	Pavement Delineation - McGowan Parkway (SR 70 to Evelyn Drive)	1	LS	17,500.-	17,500.-
9y	Pothole Existing Utilities (includes encroachment permit, traffic control, documentation, and restoration)	60	EA	1,500.-	90,000.-
10	Pipelines - Rancho Road - North of Pump Station 21				
10a	Culvert - 18 Inch Class 4 RCP or 18 Inch Type S HDPE PSI DR 18	95	LF	120.-	11,400.-
10b	Demolition Existing 18 Inch Culvert	1	LS	5,000.-	5,000.-
10c	Forcemain - 24 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 24 inch AWWA C906 HDPE DIPS DR 17 (Green)	3,456	LF	280.-	967,680.-
10d	Forcemain - 18 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 18 inch AWWA C906 HDPE DIPS DR 17 (Green)	36	LF	540.-	19,440.-
10e	Forcemain - 16 inch AWWA C900 PVC DR 18 PVC Pipe (Green) or 16 inch AWWA C906 HDPE DIPS DR 17 (Green)	42	LF	450.-	18,900.-
10f	24 Inch Eccentric Plug Valves	2	EA	68,000.-	136,000.-
10g	18 Inch Eccentric Plug Valves	1	EA	33,000.-	33,000.-
10h	16 Inch Eccentric Plug Valves	1	EA	28,000.-	28,000.-

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
10i	Combination Air Vacuum Valve (CARV) (OPUD FM-02)	2	EA	75,000.-	150,000.-
10j	Flushing Port Assembly	2	EA	66,000.-	132,000.-
10k	Pavement Delineation - Rancho Road - North of Pump Station No. 21	1	LS	22,000.-	22,000.-
10l	Pothole Existing Utilities (includes encroachment permit, traffic control, documentation, and restoration)	8	EA	1,500.-	12,000.-
10m	Barbed Wire Fence (metal post - Caltrans A86 Detail)	300 124	LF	30.-	3,720.-
10n	Temporary Fencing	436 250	LF	25.-	6,250.-
11	Pipelines - Rancho Road - South of Pump Station 21				
11a	Culvert - 18 Inch Class 4 RCP or 18 Inch Type S HDPE PSI DR 18	175	LF	200.-	35,000.-
11b	Culvert - 5'x3' Precast Reinforced Concrete Box Culvert	60	LF	1,000.-	60,000.-
11c	Demolition Existing Box Culvert - 5'x3' Box Culvert	1	LS	12,000.-	12,000.-
11d	Demolition Existing 18 Inch Culvert	5	LS	2,000.-	10,000.-
11e	Forcemain - 18 inch AWWA C906 HDPE DIPS DR 17	14,078	LF	235.-	3,308,330.-
11f	Forcemain - 6 inch AWWA C906 HDPE DIPS DR 17	385	LF	175.-	67,375.-
11g	18 Inch Eccentric Plug Valves	8	EA	33,000.-	264,000.-
11h	Combination Air Vacuum Valve (CARV) (Wheatland)	4	EA	60,000.-	240,000.-

Name of Bidder: Mozingo Construction, Inc.

ADDENDUM NO. 3  
BID FORM

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
11i	Flushing Port Assembly	8	EA	25,000.-	200,000.-
11j	Connect to Sewer - Stub at Pump Station No. 21	1	LS	6,000.-	6,000.-
11k	Connect to Sewer - Stub at Wheatland Pump Station No. 4 3	1	LS	10,000.-	10,000.-
11l	Pavement Delineation - Rancho Road - South of Pump Station No. 21	1	LS	30,000.-	30,000.-
11m	Pothole Existing Utilities (includes encroachment permit, traffic control, documentation, and restoration)	20	EA	1,500.-	30,000.-
11n	Barbed Wire Fence (metal post - Caltrans A86 Detail)	865	LF	30.-	25,950.-
11o	Temporary Fencing	890	LF	25.-	22,250.-
12	Auger Boring or Pipe Ramming Cross - DR11 w/Steel Casing per Plan				
12a	Rancho/YWA Main Canal Crossing	50	LF	4,000.-	200,000.-
13	Horizontal Directional Drilling - DR11				
13a	Rancho/Reeds Creek Crossing (approx. 4499 1537 LF)	1	LS	1,400,000.-	1,400,000.-
13b	Rancho/Hutchinson Creek Crossing (approx. 670 674 LF)	1	LS	800,000.-	800,000.-
13c	Rancho/Kimball Creek Crossing (approx. 519 LF)	1	LS	700,000.-	700,000.-
14	Horizontal Directional Drilling - DR11 w/DR13.5 HDPE Casing per Plan				
14a	Olive Avenue/State Route 65 Crossing (approx. 742 LF)	1	LS	5,500,000.-	5,500,000.-
14b	McGowan/State Route 70 Crossing (approx. 1384 1382 LF)	1	LS	6,500,000.-	6,500,000.-

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
15	Roadway Rehabilitation and Trench Restoration				
15a	Road Rehabilitation and Trench Restoration - OPUD Private Access Road	18,315	SF	6.25	114,468.75
15b	Road Rehabilitation and Trench Restoration - Mary Avenue	80,765	SF	6.-	484,590.-
15c	Road Rehabilitation and Trench Restoration - McGowan Prkwy (West SR 70)	16,985	SF	4.-	67,940.-
15d	Road Rehabilitation and Trench Restoration - McGowan Prkwy (East SR 70)	19,780	SF	5.50	108,790.-
15e	Road Rehabilitation and Trench Restoration - Olive Avenue	8,980	SF	3.25	29,185.-
15f	Road Rehabilitation and Trench Restoration - Rancho Road (Cul-de-Sac to McGowan Parkway)	31,335	SF	3.-	94,005.-
15g	Road Rehabilitation and Trench Restoration - Rancho Road (McGowan Parkway to PS 21)	20,645	SF	3.-	61,935.-
15h	Road Rehabilitation and Trench Restoration - Ranch Road - South PS 21	215,870	SF	3.75	809,512.50
16	Pump Stations				
16a	OPUD Pump Station 2	1	LS	1,700,000.-	1,700,000.-
16b	OPUD Pump Station 21	1	LS	9,300,000.-	9,300,000.-
16c	OPUD Pump Station 2 Startup and Testing	1	LS	36,000.-	36,000.-
16d	OPUD Pump Station 21 Startup and Testing	1	LS	70,000.-	70,000.-

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
16e	System Level Testing of Facilities and Application Programming Integration - OPUD Pump Stations:	1	LS	18,000.-	18,000.-
16f	Wheatland/OPUD System-wide Startup, Testing and Commissioning of Complete Conveyance System	1	LS	<del>18</del> KM 30,000.-	30,000.-
17	Automatic Control Valve Stations				
17a	McGowan Parkway Station	1	LS	2,000,000.-	2,000,000.-
17b	Olive Avenue Station	1	LS	1,500,000.-	1,500,000.-
17c	McGowan Parkway Station Startup and Testing	1	LS	30,000.-	30,000.-
17d	Olive Avenue Startup and Testing	1	LS	19,000.-	19,000.-
17e	System Level Testing of Facilities and Application Programming Integration - Automatic Control Valve Stations	1	LS	18,000.-	18,000.-
17f	Record Drawings	1	LS	5,000.-	5,000.-
19	Yuba County Plan Check and inspection Allowance	1	LS	\$120,000.00	\$120,000.00
20	Allowance for unanticipated conditions or unknown utilities	1	LS	\$100,000.00	\$100,000.00
21	Allowance for UPRR Railroad Monitoring	1	LS	\$20,000.00	\$20,000.00
22	Environmental Exclusionary Fence and Entrance Mats	1	LS	33,000.-	33,000.-
23	Demolition of Existing Manhole at Wastewater Treatment Plant	1	LS	7,500.-	7,500.-
24	Shoulder Backing - OPUD Private Access Road	1,800	SF	4.75	8,550.-

Name of Bidder: Mozingo Construction, Inc.

ADDENDUM NO. 3  
BID FORM

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
25	Shoulder Backing - Mary Avenue	80,765	SF	.50	40,382.50
27	Demolition of Curb and Gutter - McGowan Parkway	60	LF	40.	2,400.-
28	Demolition of Sidewalk - McGowan Parkway	300	SF	8.-	2,400.-
29	Reestablish Survey Monument	4	EA	3,500.-	14,000.-
30	Operation Technology Procurement (Section 26 79 20)	1	LS	900,000.-	900,000.-

TOTAL BASE BID SCHEDULE PRICE (Items 1 through 20 30) \$ 49,412,978.<sup>75</sup>

TOTAL BASE BID SCHEDULE PRICE (in words) forty nine million four hundred twelve thousand nine hundred seventy eight dollars and seventy five cents

**ADDITIVE BID ALTERNATIVES TO BASE BID SCHEDULE**

The undersigned Bidder offers to make, at the following Additive Bid Alternative prices, the changes in the Work covered by the Base Bid Schedule that are specified in the Bid Alternatives priced below.

It is understood that:

1. Bid Alternatives prices must be filled in.
2. The addition shown herein for each Bid Alternate is the net addition that is to be applied to the Total Base Bid Schedule of each Bidder if a Bid Alternate is selected by the District.
3. The acceptance or rejection of any, or all, of these Bid alternates is at the option of the District.
4. The acceptance or rejection of one or more Bid Alternate will not affect the Total Base Bid, nor other conditions of this Bid, nor the price of other accepted Bid Alternate(s).
5. The Contract Price shall be the net amount determined by adding the Bid Alternate price(s) of all District accepted Bid Alternate(s) to the Total Base Bid price.

Additive Bid Alternatives are further described in Section 01 23 00, Alternatives.

**Additive Bid Alternative #1:** Scope of work includes:

- Compliance with the Community Workforce Agreement

Add \$ 575,000.- Lump Sum (**WRITTEN IN NUMBERS**)

five hundred seventy five thousand dollars and no cents. (**WRITTEN IN WORDS**)

BASIS OF AWARD

- The award of contract(s) will be based on the LOWEST result of
  - **Base Bid Schedule OR**
  - **Base Bid Schedule and Additive Bid Alternative #1**

**The District reserves the right to award only base bid OR base bid plus additive bid alternative #1.**

Bid prices shall include everything necessary for the completion of the work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and services. Bid prices shall include all federal, state, and local taxes.

**Any bid which, in the opinion of the District, is so unbalanced between the Base Bid Schedule and the Additive Bid Item, or between the various Contract items as to be detrimental to the best interest of the District, may be rejected.**

**IV COMPLETION**

In accordance with the Specifications, the undersigned Bidder agrees to plan the Work and to prosecute it with such diligence that said Work shall be commenced within ten (10) days after the date of Notice to Proceed and shall be completed within the contract completion times specified in the Agreement. Furthermore, the undersigned Bidder accepts the liquidated damages specified in the Agreement in the event of failure to complete the Work within the specified times.

**V BID GUARANTY**

Bid security must be a Bidders Bond, a certified check or cashier's check payable to the Sausalito-Marin City Sanitary District, or cash. Bids secured by personal checks or personal guarantees will be rejected. Bid security must be in an amount not less than ten percent (10%) of the Total Bid Price.

**VI NON-COLLUSION DECLARATION**

The Bidder swears, deposes and says that he, she or it, as 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 to 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 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 agency thereof to effectuate a collusive or sham Bid.

Any person executing this affidavit on behalf of the Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to executed, and does execute, this affidavit on behalf of the Bidder.

**VII SUBCONTRACTOR LISTING**

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100 *et seq.*, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.

### VIII ATTACHED DOCUMENTS

The undersigned Bidder agrees that the following Contract Documents and Bidder Information are attached to and made a condition of this bid:

1. Bid Form (Section 00 40 00)
2. Bidder's Bond (Section 00 40 10)
3. Site Visit Affidavit (Section 00 40 15)
4. Designation of Subcontractors (Section 00 40 20)
5. Schedule of Major Equipment and Material Suppliers (Section 00 40 25)
6. Non-Collusion Declaration (Section 00 40 30)
7. Iran Contracting Act Certification (Section 00 40 35)
8. Russia Related Sanctions acknowledgement (Section 00 40 36)
9. Anti-Lobbying Certificate (Section 00 40 38)
10. Debarment Certification (Section 00 40 40)
11. Certification of Drug Free Workplace (Section 00 40 42)
12. Certification of Horizontal Directional Drilling Subcontractor's Experience and Qualifications (Section 00 40 53)
13. Statement of Safety Compliance (Section 00 40 54)
14. Section 00 21 13 Article 21- CARB Compliance for Construction Contractors or signed CARB compliance exemption letter.
15. Bidder's Signature Authority as applicable (see Sections 00 52 10 to 00 52 40)
16. Certification of Compliance with SWRCB CWSRF Program Requirements. Download from [https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/docs/dbc\\_comp\\_liance\\_guidelines\\_instructions.docx](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/dbc_comp_liance_guidelines_instructions.docx)

In addition, the following contract documents and Bidder information must be submitted by the three lowest monetary Bidders as determined by the District within four (4) business days after opening of the Bids.

1. Certification of Reported Compliance ("CRC") or signed CARB compliance exemption letter from each Subcontractor listed on Bidder's Section 00 40 20, Designation of Subcontractors. See Section 00 21 13 Article 22 for further instructions.
2. Bidder's Financial Information marked "Confidential".
  - i. Include items such as Audited Financial Statements: Balance Sheets, Income Statements, Cash Flow Statements for the last 2 years.
  - ii. Turnover/Revenue Proof: Annual turnover figures, often averaged over recent years, to show financial capacity.
  - iii. Auditor's Certificate: Certification by a Certified Public Accountant (CPA) confirming financial information
  - iv. Bank Guarantees/Support: Undertakings or resolutions from parent companies for financial backing.

In addition, the following contract documents and Bidder information must be submitted by the Lowest Monetary Bidder as determined by the District within five (5) business days after receipt of District's written notice of District's determination of the lowest monetary Bidder. If requested, other Bidders to submit in accordance with Section 00 21 13. Article 40, Escrow Bid Documents.

1. Section 00 40 55 – Bid Document Certification

Name of Bidder: Mozingo Construction, Inc.

ADDENDUM NO. 3  
BID FORM

**IX BIDDER'S CALIFORNIA CONTRACTOR'S LICENSE INFORMATION**

The undersigned Bidder is licensed in accordance with Chapter 9, Division 3 of California Business and Professions Code and Section 3300 of the California Public Contract Code, and the laws of the State of California.

Bidder's Valid California Contractor's License No. 702625

Classification(s) A/B

Expiration Date: 03-31-2028

Bidder has contracted under this license number for 36+ Years

**X BIDDER'S CALIFORNIA PUBLIC WORKS PROJECT REGISTRATION INFORMATION**

The undersigned Bidder is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bidder's Valid Public Works Registration No. 1000002424

Registration Date: 07-01-2025

Expiration Date: 06-30-2028

**The undersigned hereby swears and certifies under the penalty of perjury that all representations made herein are true and the person(s) signing the attached documents has/have the necessary proper authority to submit the bid and execute a contract if selected.**

Name of Bidder: Mozingo Construction, Inc.

ADDENDUM NO. 3  
BID FORM

If Bidder is:

**An Individual**

N/A

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Email Address of Authorized Representative: \_\_\_\_\_

**A Partnership**

N/A

Partnership Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business Address: \_\_\_\_\_

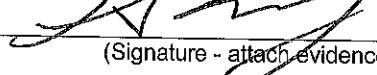
Phone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Email Address of Authorized Representative: \_\_\_\_\_

**A Corporation**

Corporation Name (typed or printed): Mozingo Construction, Inc.

State of Incorporation: California

By:  \_\_\_\_\_ (SEAL)  
(Signature - attach evidence of authority to sign)

Name (typed or printed): Kurtis Mozingo

Title: CEO/President

(CORPORATE SEAL)

Attest: See attached resolution  
(Signature of Corporate Secretary)

## 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.

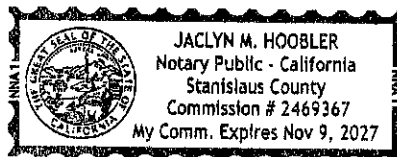
State of California  
County of Stanislaus

On March 30, 2026 before me, Jaclyn M. Hoobler, Notary Public  
(insert name and title of the officer)

personally appeared Kurtis Mozingo  
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 Jaclyn M Hoobler (Seal)

Name of Bidder: Mozingo Construction, Inc.

ADDENDUM NO. 3  
BID FORM

Name (typed or printed): Doni Mozingo, CFO/Secretary

Date of Qualification to do business is 01/03/2000

Business Address: 751 Wakefield Court, Oakdale, CA 95361

Phone Number: (209) 848-0160 FAX Number: ( ) N/A

Email Address of Authorized Representative: kmozingo@mozingoconstruction.com  
(Please cc: sbaker@mozingoconstruction.com)

**A Joint Venture** N/A

Joint Venture Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: ( ) FAX Number: ( )

Email Address of Authorized Representative: \_\_\_\_\_

Joint Venture Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: ( ) FAX Number: ( )

Email Address of Authorized Representative: \_\_\_\_\_

Each joint venturer must sign. Add additional Joint Venture names and information below if needed. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

CORPORATE RESOLUTION  
of  
MOZINGO CONSTRUCTION, INC.  
A California Corporation

RESOLVED, that any one of the following officers, with titles as designated, are authorized and directed to execute on behalf of and as the act of this corporation the written proposals and/or contracts together with any/all documents, to and with any entity for which we shall be commissioned to engage into contract, for each and every contract, agreement, change order, purchase order, or any/all associated documents, until hereby nullified.

RESOLVED, that any one of the following officers, with titles as designated, are further authorized and directed to execute on behalf of and as the act of this corporation the application of any banking, checking, or savings accounts, certificates of deposit, credit cards, or vendor accounts, as may be necessary in order to conduct normal business processes.

KURTIS P. MOZINGO

CEO / PRESIDENT

DONI D. MOZINGO

CFO / SECRETARY

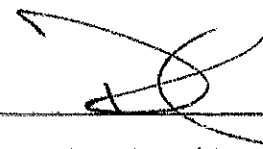
CERTIFICATE OF SECRETARY

I, Doni Mozingo, am duly qualified and acting Secretary of Mozingo Construction, Inc., a California Corporation.

The foregoing is a true copy of a resolution duly adopted by the Board of Directors of the corporation at a regular/special meeting duly held on November 20, 2024.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force effect.

Dated, this 20<sup>th</sup> day of November 2024



\_\_\_\_\_  
Doni Mozingo / Secretary

Name of Bidder: Mozingo Construction, Inc.

ADDENDUM NO. 3  
BID FORM

**A Limited Liability Company**      N/A

Limited Liability Company Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Managing Partner or Officer -  
attach evidence of authority to bind the LLC under the LLC's articles of organization)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number:     ( ) \_\_\_\_\_     FAX Number:     ( ) \_\_\_\_\_

Email Address of Authorized Representative: \_\_\_\_\_

Name of Bidder: Mozingo Construction, Inc.

**ADDENDUM NO. 3  
BID FORM**

**AUTHORITY CERTIFICATES. Shall be attached to the bid form and submitted with the bid.**

- A. Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the Certificate of Authority (See Section 00 52 10) to sign, attested by the secretary or assistant secretary. The corporate address and state of incorporation must appear below the signature.
- B. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the Certificate of Authority (See Section 00 52 20) to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
- C. Bids by joint venture must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the Certificate of Authority (See Section 00 52 30) to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature. Additionally, the Bid shall bind the joint venture.
- D. Bids by Limited Liability Companies (LLC) must be executed by an authorized officer or managing member. Such Bid shall be accompanied by the Certificate of Authority (See Section 00 52 40) to sign, attested by the secretary or assistant secretary or a quorum of other LLC members. The LLC address and the state where LLC was formed must appear below the signature.
- E. If the Bid is made by an individual, bidder's name, signature, and post office address must be shown.

**END OF SECTION**

Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 10**  
**BIDDER'S BOND**  
(To Be Submitted with Bid)

We, Mozingo Construction, Inc., as Principal, and Travelers Casualty and Surety Company of America as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Olivehurst Public Utility District, a public utility district and a political subdivision of the State of California formed under the authority of the Public Utility District Act of the State of California (Public Utilities Code section 15501 et seq.), hereinafter referred to as the "District" or "Owner" or "OPUD" for the payment of the penal sum of Ten percent of the total amount bid----- dollars (\$ 10%----- ), lawful money of the United States, which is ten percent (10%) of the total amount bid by bidder to the Owner. Principal has submitted the accompanying bid for the construction of the Contract No. 2 OPUD Pump Stations and Pipelines - Project No. W8Y08100.

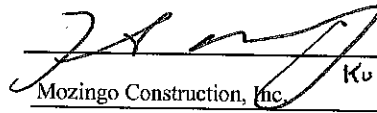
If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files the bonds required by the Agreement with the Owner, and carries all insurance in type and amount which conforms to the contract documents and furnishes required certificates and endorsements thereof, all within the times defined in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner's reasonable attorney's fees, witness fees and other costs incurred with or without suit.

Executed on March 20, 2026.

Principal Signature

  
Kurtis Mozingo, CEO/President

Principal Name

Mozingo Construction, Inc.

Business Address

751 Wakefield Court, Oakdale, CA 95361

Any claims under this bond may be addressed to:

Travelers Surety Claims

(Name and address of Surety's agent for service of process in California, if different from above)

One Tower Square

Hartford, CT 06183

(Telephone number of Surety's agent in California)

(Attach Acknowledgment)

Travelers Casualty and Surety Company of America

SURETY

By 

(Attorney-in-Fact) Sharon Smith, Attorney-in-Fact

Name of Bidder: Mozingo Construction, Inc.

**NOTICE:**

No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website <http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

**END OF SECTION**

# 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 Sacramento )

On March 20, 2026 before me, R. Kailany, Notary Public  
(insert name and title of the officer)

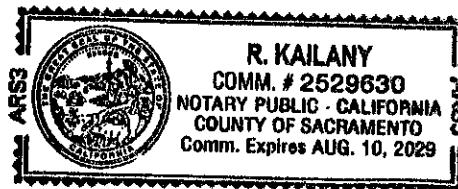
personally appeared Sharon Smith  
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), 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)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sharon Smith** of **CHICO, California**, their true and lawful Attorney(s)-in-Fact 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 **21st** day of **April**, **2021**.



State of Connecticut

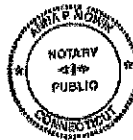
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **March**, **2026**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

*Travelers Casualty and Surety Company of America*

*of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,  
Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of July, 1997, I have hereunto set my hand and caused my official seal to be affixed this 16th day of June, 1997.

Fee \$92.00

Chuck Quackenbush  
Insurance Commissioner

Rec. No.

Filed 5/28/97

By

Victoria S. Sidbury  
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 31st day of December, 2007.

Steve Poirner  
Insurance Commissioner

By Pauline D'Andrea  
Pauline D'Andrea

Company Profile

Company Profile Search Lines of Insurance Search Other Insurance Entities

Reset Company Profile Search

### Company Profile

#### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

1 Tower Sq, Hartford, CT 06183-0001  
C/O TRAVELERS/AETNA PROP CAS C

Company Complaints

Company Performance & Comparison Data

Enforcement Actions

Consumer Complaint Study

Workers' Compensation

Workers' Compensation Complaint & Requests for Action/Appeals Contact Information

Additional Information

View Financial Disclaimer

Show All Name History Agent for Service Reference Information Lines of Business Financial Statements

### Name History

Legal Name	Name Status	Effective Date
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	Current	07/01/1997
AETNA CASUALTY & SURETY COMPANY OF AMERICA	Old	

### Agent for Service

Full Name	Attn Or C/O	Full Address	Contact Phone	Effective From Date
Melissa DeKoven	Corporation Service Company	2710 Gateway Oaks Drive Suite 150N, Sacramento, CA 95833-3585	916-400-2882	04/06/2010

### Reference Information

Identification	Classification	Location
Company ID (EID)	6182	Category Insurer State Name Connecticut
CA #	2444-6	Category Type Property & Casualty Origin Foreign
NAIC	31194	Status Unlicensed-Normal Country -
NAIC Group	3540	Form Stock
NAIC Group Name	Travelers Grp	License Category Admitted
Date Authorized in California	-	

### Lines of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

#### Lines of Business

- Fire
- Marine
- Surety
- Disability
- Flate Glass
- Liability
- Workers' Compensation
- Common Carrier Liability
- Boiler And Machinery
- Burglary
- Credit
- Sprinkler
- Trains And Vehicle
- Automobile
- Aircraft
- Miscellaneous

### Financial Statements

▲ Year

#### California Department of Insurance Disclaimer

The Annual and Quarterly Financial Statements are submitted to the California Department of Insurance ("CDI") pursuant to California Insurance Code Sections 900 and 931 and California Code of Regulations Section 2308.1. The information is furnished to the CDI by California admitted insurers and is provided to the public "AS IS" pursuant to California Insurance Code Section 12921.2.

The CDI does not guarantee the truth, accuracy, adequacy or completeness of the data contained in the insurers' Annual and Quarterly Financial Statements and expressly disclaims any liability for any errors, omissions, or the result obtained from the use of such data.

Individuals who are unable to access the Annual and Quarterly Financial Statements may contact the CDI at [CustoJan@Peroids@insurance.ca.gov](mailto:CustoJan@Peroids@insurance.ca.gov) for additional information.

# 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 Stanislaus )

On March 30, 2026 before me, Jaclyn M. Hoobler, Notary Public  
(insert name and title of the officer)

personally appeared Kurtis Mozingo,  
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 Jaclyn M. Hoobler (Seal)

Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 15  
SITE VISIT DECLARATION**

(To Be Submitted with Bid)

Project Name: Contract No. 2: OPUD Pump Stations and Pipelines

Project No. W8Y08100

The party making the foregoing Bid, has visited the Project site as described in the Contract Documents and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a Bid shall be considered an acknowledgment on the part of the Bidder of familiarity with conditions at the site of the Work and that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress, or performance of the Work.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
\_\_\_\_\_  
Signature of Authorized Representative

Mozingo Construction, Inc.  
\_\_\_\_\_  
Type/Print Name of Bidder

Kurtis Mozingo  
\_\_\_\_\_  
Type/Print Representative's Name

CEO/President  
\_\_\_\_\_  
Type/Print Title

03/30/2026  
\_\_\_\_\_  
Date

**END OF SECTION**

Name of Bidder: Mozingo Construction, Inc.

***(THIS PAGE LEFT BLANK INTENTIONALLY)***

Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 20**

**DESIGNATION OF SUBCONTRACTORS**

(To Be Submitted with Bid)

Project Name: Contract No. 2: OPUD Pump Stations and Pipelines

Project No. W8Y08100

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., each bidder shall set forth below: (a) the name and the location of the place of business, (b) the California State Licensing Board contractor license number, (c) the Department of Industrial Relations public works contractor registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, including bridges, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

The Bidder's attention is directed to the provisions found in Section 00 21 13- 19.0, WORK PERCENTAGES, which stipulates the percent of the Work to be performed with the Bidder's own forces.

Work to be done by Subcontractor	Percent of Total Bid Price	Name of Subcontractor	Address of Business	CSLB Contractor License Number	DIR Registration Number
Masonry Wall		<del>Stoney Masonry, Inc.</del>	<del>12454 Redden Court Madera, CA 93637</del>	<del>777788</del>	<del>100008855</del>
Pave/Grade (concrete partial)	7.3%	Dirt Dynasty, Inc	PO Box 67 Farmington, CA 95230	1009473	100035884 <del>100008855</del>
Directional Drilling	22.7%	Michels Pipeline, Inc	PO Box 128 Brownsville, WI 53000	1076576	2000018724

Name of Bidder: Mozingo Construction, Inc.

Work to be done by Subcontractor	Percent of Total Bid Price	Name of Subcontractor	Address of Business	CSLB Contractor License Number	DIR Registration Number
Fencing	0.6%	Crusader Fence Company, LLC	3115 Casid Valley Dr Rancho Cordova, CA 95742	10566052	1000449929
Electrical	7.2%	Central Sierra Electric Company, Inc	P.O. Box 698 Jackson, CA 95042	434207	100005032

Name of Bidder Mozingo Construction, Inc.

Signature 

Print Name and Title Kurtis Mozingo, CEO/President

Dated 03/30/2020

(USE ADDITIONAL SHEETS IF NECESSARY)

END OF SECTION

Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 25**

**SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS**  
(To Be Submitted with Bid)

1. The undersigned Bidder represents that, if awarded the Contract, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, Bidder warrants that the equipment and materials manufactured and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance tests reveal that the equipment or material does not meet Contract requirements or the manufacturer or supplier is unable to meet the delivery requirements necessary to maintain progress of the Project based upon the accepted baseline construction schedule. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid non-responsive and may be the basis for rejection of the Bid.
2. All major Equipment shall be bid according to the following:
  - (a) The following Major Equipment Schedule Table designates major equipment items to be provided. All costs for providing these equipment items shall be included in the Lump Sum Bid. The Bidder shall indicate which Manufacturer/Supplier of equipment he proposes to provide, by checking ONE of the named, listed items and, if the Bidder desires to propose an "or equal" equipment item, by writing in a proposed "or equal." If the Bidder writes in a proposed "or equal," he shall also check one of the named, listed items. It is the Bidder's responsibility that all equipment to be provided, either checked or proposed "or equal" write-in, meet the requirements of the Specifications.
  - (b) The opinion of the Engineer will be the final determination of whether a write-in "or-equal" meets the design intent. In the event that the Engineer allows the Bidder's proposed "or equal" material or equipment item for use as an "or equal", the proposed "or equal" material or equipment item shall be provided for the amount included in the Lump Sum Bid with NO change in Contract price. Should the write-in proposed "or equal" item be determined "not equal" by the Engineer, then the Bidder hereby agrees to provide the checked Manufacturer/Supplier item for the amount included in his Lump Sum Bid. Should a Bidder fail to indicate which named manufacturer or supplier his Lump Sum Bid is based on, or checks more than one named Manufacturer/Supplier per listed equipment item, the Bidder hereby agrees to provide the Manufacturer/Supplier item noted as "A" for the amount included in his Lump Sum Bid with NO change in Contract Price.
  - (c) Allowances of proposed "or equal" equipment does not constitute a waiver of the Specifications. Proposed "or equal" equipment is defined as equipment proposed and named by the Bidder under the Manufacturer/Supplier column in the Major Equipment Schedule Table as equal and equivalent to the specified equipment.
  - (d) Proposed "or equal" equipment will only be considered after award and execution of contract. For each "or equal" (write-in) equipment item, Contractor shall submit a properly completed, MATERIAL / PRODUCT SUBSTITUTION REQUEST FORM. See Section 01 60 00, Project Requirements and Substitutions, within thirty-five (35) calendar days after the date of the Notice to Proceed. Proposed "Or Equal" Substitution Form must be completely filled out, certified and include all required supporting documentation to allow Engineer to assess the "or equal" acceptability of the product or system. Failure to submit all the required information within the established time limit shall be grounds for determination that the proposed "or equal" major equipment item is "not equal" to the named, listed Manufacturer/Supplier equipment item.

Name of Bidder: Mozingo Construction, Inc.

(e) Within thirty (30) calendar days after receiving the proposed "or equal" major equipment submittals, the Engineer will notify Contractor, in writing, as to whether or not the submitted proposed "or equal" equipment, if any, are accepted as meeting the general specification requirements. The consideration of this equipment shall not be construed to indicate final acceptance by the City, nor relieve the Contractor and/or Manufacturer/Supplier of the equipment from providing the post-Contract award submittal information.

(f) To be deemed equal, the proposed "or equal" equipment shall be the same or better than the specified named product with respect to features, materials of construction, function, performance, reliability, quality, general dimensional configuration, operations and maintenance access and costs, and static and dynamic loads. Determination of equality in reference to the project design requirements will be made by the Engineer.

(g) No proposed "or equal" major equipment will be considered unless, in the opinion of the Engineer, it conforms to the Contract Drawings and Specifications in all respects, except for make and manufacturer and minor details.

(h) Design of this project is based upon the Manufacturer/Supplier equipment item noted as the "A" item in the Major Equipment Schedule Table. When a "B," "C," or "D" named item is named in the Major Equipment Schedule Table, the equipment or product of this "B," "C," or "D" named manufacturer or supplier is deemed "or equal" in quality; however, should a Bidder propose providing a "B," "C," or "D" named item, or proposed "or equal" (write-in) equipment, he shall comply with the following:

1) If the Bidder proposes "or equal" (write-in) equipment or equipment other than an "A" named manufacturer, he shall include in the Lump Sum Bid all additional costs (including all general construction, process mechanical, HVAC, plumbing, electrical, and instrumentation and control work), required to accommodate, furnish, and install the proposed equipment or material, training, and spare parts.

(2) Contractor shall reimburse the District for Engineer's time and expense charges associated with the review of proposed "or equal" Major Equipment or System submittals, subsequent notification to Contractor of disposition, and any associated modifications to the Drawings.

**MAJOR EQUIPMENT OR SYSTEM SCHEDULE  
SUPPLIED BY CONSTRUCTION CONTRACTOR**

SECTION	EQUIPMENT OR SYSTEM	NAME OF EQUIPMENT OR SYSTEM SELECTED Indicate with a check mark within the ( )
13 12 00	Precast Concrete Building	Structurecast ✓ "or equal" write-in
32 30 00	Vehicle Slide Gate Operator	Liftmaster to match existing ✓
33 05 13	Polymer Concrete Manholes	Armorock ✓ No Equal
33 16 00	Temporary Water Tank & Pump	Tank: Snyder Industries ✓ Assman Corporation "or equal" write-in

Name of Bidder: Mozingo Construction, Inc.

SECTION	EQUIPMENT OR SYSTEM	NAME OF EQUIPMENT OR SYSTEM SELECTED Indicate with a check mark within the ( )
		Pump: Grundfos Dayton <u>Xylem-gauts</u> ✓ "or equal" write-in
33 32 00	Submersible Sewage Pumps	<u>Vaughan Chopper Pumps</u> ✓ No Equal
33 32 01	Hydropneumatic Tank	Young Engineering and Manufacturing Inc., <u>Wessels</u> ✓ "or equal" write-in
40 05 61.43	Knife Gate Valve	Pratt <u>Fabricast</u> ✓ "or equal" write-in
40 05 62.13	Eccentric Plug Valves	Pratt <u>Milliken</u> ✓ "or equal" write-in
44 30 00	Odor Control Blowers	<u>Cincinnati Fans</u> ✓ "or equal" write-in

Name of Bidder: Mozingo Construction, Inc.

Signature of Bidder: 

Name and Title of Person Signing: Kurtis Mozingo, CEO/President

Date: 03/30/2020

END OF SECTION



Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 30**  
**NON-COLLUSION DECLARATION**  
(To Be Submitted with Bid)

Project Name: Contract No. 2: OPUD Pump Stations and Pipelines

Project No. W8Y08100

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

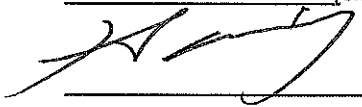
The undersigned declares:

I am the CEO/President of Mozingo Construction, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03-30-2026 [date], at Oakdale [city], California [state].



(Signature)  
Kurtis Mozingo

(Print Name)  
CEO/President

(Print Title)  
03/30/2026  
(Date)

Public Contract Code Section 7106  
Code of Civil Procedure Section 2015.5

**END OF SECTION**

## 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.

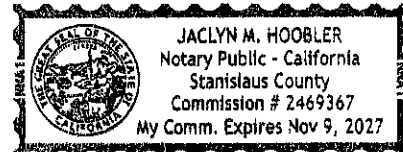
State of California  
County of Stanislaus )

On March 30, 2026 before me, Jaclyn M. Hoobler, Notary Public  
(insert name and title of the officer)

personally appeared Kurtis Mozingo  
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 Jaclyn M Hoobler (Seal)

Name of Bidder: Mozingo Construction, Inc.

**(THIS PAGE LEFT BLANK INTENTIONALLY)**

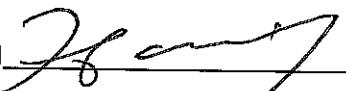
Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 35**  
**IRAN CONTRACTING ACT CERTIFICATION**  
(To Be Submitted with Bid)

**(Public Contract Code Section 2200 et seq.)**

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Contractor is not:
- (I) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (II) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the work does not exceed \$1,000,000.

Signed   
Titled Kurtis Mozingo, CEO/President  
Firm Mozingo Construction, Inc.  
Date 03/30/2020

**Note:** In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

**END OF SECTION**

***(THIS PAGE LEFT BLANK INTENTIONALLY)***

Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 36**  
**RUSSIA RELATED SANCTIONS**  
(To Be Submitted with Bid)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at:

Executive Order N-16-22 (ca.gov)

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. Government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantees, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified in the U.S. Department of the Treasury website:

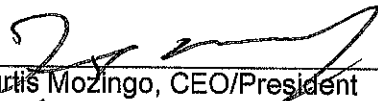
Ukraine-/Russia-related Sanctions | Office of Foreign Assets Control (treasury.gov)

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining requirements specified under the EO.

Bidder Company Name Mozingo Construction, Inc.

Acknowledged By

  
Kurtis Mozingo, CEO/President

Date

03/30/2024

**END OF SECTION**

***(THIS PAGE LEFT BLANK INTENTIONALLY)***

Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 38**  
**ANTI-LOBBYING CERTIFICATION**

(To be Submitted with Bid)

Project Name: Contract No. 2: OPUD Pump Stations and Pipelines

Project No. W8Y08100

In accordance with Federal Appendix A, 44 CFR Part 18 The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Mozingo Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

By:   
Signature of Contractor's Authorized Official

Name/Title: Kurtis Mozingo, CEO/President

Date: 03/30/2020

**END OF SECTION**

Name of Bidder: Mozingo Construction, Inc.

***THIS PAGE INTENTIONALLY LEFT BLANK***


Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 40**  
**DEBARMENT CERTIFICATION**  
(To Be Submitted with Bid)

Project Name: Contract No. 2: OPUD Pump Stations and Pipelines

Project No. W8Y08100

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

By:   
\_\_\_\_\_  
(Official authorized to bind Bidder)

Title: Kurtis Mozingo, CEO/President

Firm: Mozingo Construction, Inc.

**END OF SECTION**

Name of Bidder: Mozingo Construction, Inc.

***(THIS PAGE LEFT BLANK INTENTIONALLY)***

Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 42**  
**CERTIFICATION OF DRUG-FREE WORKPLACE**  
(To Be Submitted with Bid)

---

DRUG-FREE WORKPLACE CERTIFICATION

---

CONTRACTOR: Mozingo Construction, Inc.

The contractor or applicant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or applicant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or loan:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or loan.

---

CERTIFICATION

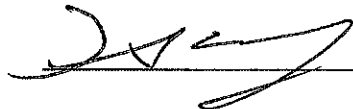
---

I, the officer of the company named above, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Officers Name: Kurtis Mozingo, CEO/President

Date Executed 03/30/2024 Executed in County of: Stanislaus

Signature: \_\_\_\_\_



**END OF SECTION**

Name of Bidder: Mozingo Construction, Inc.

***(THIS PAGE LEFT BLANK INTENTIONALLY)***

Name of Bidder: \_\_\_\_\_

**SECTION 00 40 53**  
**CERTIFICATION OF HDD SUBCONTRACTOR'S**  
**EXPERIENCE AND QUALIFICATIONS**

(To Be Submitted with Bid)

PROJECT NAME: Contract No. 2: OPUD Pump Stations and Pipelines

**Important Note:** To be eligible for an award of Contract, the Bidder must submit with the bid to District, this signed Certification from the Horizontal Directional Drilling (HDD) Subcontractor listed on Bidder's Section 00 40 20, DESIGNATION OF SUBCONTRACTORS. If the Bidder does not list an HDD Subcontractor for the HDD work, then Bidder must submit to District with its Bid this signed Certification of Bidder's experience and qualifications to self-perform the HDD work with the understanding that all references to HDD Subcontractor in this certification shall mean Contractor, and Contractor shall possess independently the minimum standards of experience and qualifications set forth below. The District has determined that only HDD Subcontractors meeting these mandatory minimum experience and qualification requirements will have the requisite quality, fitness, capacity and experience to perform the highly complex and vital HDD work on this Project. Failure of the HDD Subcontractor or Bidder to meet or comply with the requirements of this certification, including, but not limited to, the mandatory minimum experience requirements and qualifications required herein, may be grounds for the District to determine the Bidder as non-responsive and/or non-responsible and ineligible for contract award. None of the requirements herein are to determine pre-qualification to bid on the Project, but are part of the District's evaluation of bids received.

The undersigned HDD Subcontractor certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. The HDD Subcontractor shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The HDD Subcontractor represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. The HDD Subcontractor further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. The HDD Subcontractor expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt and implement protective measures to adequately and safely perform the construction work with respect to such hazards.

If the HDD Subcontractor is a Joint Venture of two or more companies, each participant in the Joint Venture shall separately complete this Section 00 40 53, CERTIFICATION OF HDD SUBCONTRACTOR'S EXPERIENCE AND QUALIFICATIONS and each participant shall meet the mandatory prior company project experience requirement and provide project information for each Joint Venture participant in the format found below.

**A. QUESTIONS REGARDING HDD SUBCONTRACTOR'S RESPONSIBILITY AND FITNESS TO SUBCONTRACT FOR THE HDD WORK.**

**If HDD Subcontractor answers "Yes" to any of Questions 1 through 7 below, the HDD Subcontractor must provide on a separate sheet a complete, detailed explanation of all of the facts and circumstances concerning the reasons for answering "Yes", and shall provide documentation supporting its response.**

1. Has your company's contractor's license(s) been revoked at any time in the last five years?

Yes

No

Name of Bidder: \_\_\_\_\_

2. Within the last five years, has a surety company completed a contract on your company's behalf, or paid for the completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated with cause by the project owner?  
 Yes  No
3. At the time of submitting this Certification of HDD Subcontractor's Experience and Qualifications, is your company ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code Section 1777.1 or Labor Code Section 1777.7?  
 Yes  No
4. At any time in the last five years, has your company, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of any federal, state or local government contract?  
 Yes  No
5. Has your company or any of its owners, officers or partners ever been found liable in a civil suit for making any false claim or material misrepresentation to any federal, state or local public agency or entity?  
 Yes  No
6. In the last five years has your company been denied an award of a public works contract based on a finding by any federal, state or local public agency that your firm was not a responsible Bidder?  
 Yes  No
7. In the last three years has your company been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?  
NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.  
 Yes  No

#### B. HDD SUBCONTRACTOR MANDATORY MINIMUM EXPERIENCE REQUIREMENTS

For the District to consider the Bidder a responsible Bidder for this specific procurement, given the complexity and importance of the timely and successful completion of the Project to further interests of the District and its residents, the Bidder must list an HDD Subcontractor on Section 00 40 20, Designation of Subcontractors, that is properly experienced in work of similar nature to this project. To demonstrate such required experience, the HDD Subcontractor must provide all information required below demonstrating that the HDD Subcontractor has performed the following types of projects since **October 30, 2015** of where the HDD Subcontractor completed all HDD portions of the project:

1. Two (2) projects with 42-inch or larger HDPE pipe as a casing or carrier pipe of over 1,000 feet in length.
2. Two (2) projects with 36-inch or larger HDPE pipe as a casing through which one (1) or more carrier pipes were installed, of over 1,000 feet in length. Can be the same Project(s) as Requirement 1.
3. Two (2) projects that each included two (2) or more bundled pipes or casings of an equivalent diameter of 32 inches or greater that were pulled simultaneously into the same borehole, of over 750 feet in length. Cannot be the same Project(s) as Requirements 1 and 2.

The HDD Subcontractor can include project(s) currently under construction, but only if the individual submitted crossing(s) is complete as of **October 30, 2025**. Any projects listed below which do not clearly demonstrate the requirements above will not be considered by the District in meeting this mandatory minimum experience requirement.

Name of Bidder: \_\_\_\_\_

The HDD Subcontractor also certifies that it self-performed with its own workforce at least fifty percent (50%) of the Work on each of the projects listed below.

Bidders are to complete this form and not attach their own form to the Bid Form.

**Project #1 Name:** Ventura Harbor Crossing  
**Length of HDD (ft)** 1,379 LF  
**Diam(s) (ft/in)** 42-Inch  
**Owner:** City of Ventura  
**HDD Construction Cost: \$** 8,250,000  
**Construction Time:** 181 Calendar Days  
**Owner's Representative:** Linda Sumansky  
**Owner's Representative Telephone No.:** 510.287.0203  
**Engineer or On-Site Construction Mgr.:** Mike Dant  
**Engineer or On-Site CM's Telephone No.:** 503.936.4141  
**Date of Substantial Completion:** 01/2024  
**Duration of Project (in months)** \_\_\_\_\_

**Project #2 Name:** Missouri American Water Outfall  
**Length of HDD (ft)** 1,000 LF  
**Diam(s) (ft/in)** 42-Inch  
**Owner:** Missouri American Water  
**HDD Construction Cost: \$** 8,680,000  
**Construction Time:** 257 Calendar Days  
**Owner's Representative:** N/A  
**Owner's Representative Telephone No.:** N/A  
**Engineer or On-Site Construction Mgr.:** Chris Hart  
**Engineer or On-Site CM's Telephone No.:** 573.619.9983  
**Date of Substantial Completion:** 4/2025  
**Duration of Project (in months)** 7 Months

**Project #3 Name:** Xcel Energy - Lacombe to Barker Substation  
**Length of HDD (ft)** 2,093 LF  
**Diam(s) (ft/in)** 48-Inch  
**Owner:** Xcel Energy  
**HDD Construction Cost: \$** 8,099,130  
**Construction Time:** 53 Calendar Days

Name of Bidder: \_\_\_\_\_

Owner's Representative: Debra Martinez  
Owner's Representative Telephone No.: 303.273.4959  
Engineer or On-Site Construction Mgr.: Ben Stuckenburg  
Engineer or On-Site CM's Telephone No.: 920.851.2597  
Date of Substantial Completion: 1/2025  
Duration of Project (in months) 1 Month

Project #4 Name: Mount Holly Pump Station  
Length of HDD (ft) (2) 1,141 LF  
Diam(s) (ft/in) 42-Inch  
Owner: Charlotte Water  
HDD Construction Cost: \$ 19,200,000  
Construction Time: 382 Calendar Days

Owner's Representative: Nicole Bartlett  
Owner's Representative Telephone No.: 704.497.8801  
Engineer or On-Site Construction Mgr.: John McGee  
Engineer or On-Site CM's Telephone No.: 803.240.9349  
Date of Substantial Completion: 4/2023  
Duration of Project (in months) 12 Months

Project #5 Name: Oakland Inner Harbor Pipeline Crossing  
Length of HDD (ft) 3,129 LF  
Diam(s) (ft/in) 32-Inch  
Owner: EDMUD  
HDD Construction Cost: \$ 3,595,700  
Construction Time: 82 Calendar Days

Owner's Representative: Raffi Moughamian  
Owner's Representative Telephone No.: 510.287.0203  
Engineer or On-Site Construction Mgr.: Liam Finnegan  
Engineer or On-Site CM's Telephone No.: 415.559.1325  
Date of Substantial Completion: 4/2023  
Duration of Project (in months) 4 Months

Name of Bidder: \_\_\_\_\_

Project #6 Name: Coastal Virginia Offshore Wind  
Length of HDD (ft) 20,000 LF  
Diam(s) (ft/in) 42-Inch  
Owner: Dominion Energy  
HDD Construction Cost: \$ 190,209,388  
Construction Time: 539 Calendar Days  
Owner's Representative: N/A  
Owner's Representative Telephone No.: N/A  
Engineer or On-Site Construction Mgr.: Tom Howell  
Engineer or On-Site CM's Telephone No.: 253.651.0022  
Date of Substantial Completion: 3/2025  
Duration of Project (in months) 17 Months

**Important Note: Any projects found on HDD Subcontractor's completed projects list which are not as defined above will not be considered by the District in meeting this pre-requisite experience requirement. It is very important that HDD Subcontractor provide current and valid project contact information for all projects listed above. All information should be checked for accuracy before completing this Section 00 40 53.**

### C. BONDING PROFILE

At the time of submission of the bid the HDD Subcontractor shall have an unencumbered bonding capacity equal to at least 100 percent of the HDD Subcontract cost for this project.

Current Total Bonding Capacity: \$5,500,000,000.00

Current Unencumbered Bonding Capacity: \$3,800,000,000.00

To verify the above information, the Owner will contact the HDD Subcontractor's surety. The HDD Subcontractor shall authorize its surety to release this information.

Surety: Liberty Mutual Surety

Contact Person for Insurance Company: Heather R. Goedel

Telephone Number: 651-365-7496

Signed this 27 day of March, 2026

If the Bidder (Contractor) is satisfied with the financial capability and capacity of the HDD Subcontractor as required for the performance of the work on the Project, the Bidder may indicate such by signing below and the HDD Subcontractor will in such case not be required to provide the bonding information listed above.

Bidder acknowledgement of HDD Subcontractor's financial capability and capacity and waiver of bond information:

*Mozingo Construction, Inc.*

*751 Wakefield Ct.*

*Oakdale, CA 95361*

Name of Bidder: \_\_\_\_\_

Name of Bidder

Date

\_\_\_\_\_  
Bidder, Signature

\_\_\_\_\_  
Printed Name of person's Signature


**HDD SUBCONTRACTOR VERIFICATION AND SIGNATURE**

I, the undersigned, certify and declare that I have read all the foregoing answers to this Statement of Qualifications Questionnaire. I also certify and declare that I have personally reviewed and approved the information provided for the Company Experience Information. I certify and declare that the foregoing is true and correct.

Signed this 1 day of April, 2026

Michels Pipeline, Inc.

HDD Subcontractor's Name



Authorized Signature

04/01/26  
Date:

Manager of Business Operations

Title of Signator

1076576

Valid CA Contractors License No.

A General Engineering & C34 - Pipeline

License Classification

6/30/2027

Expiration Date

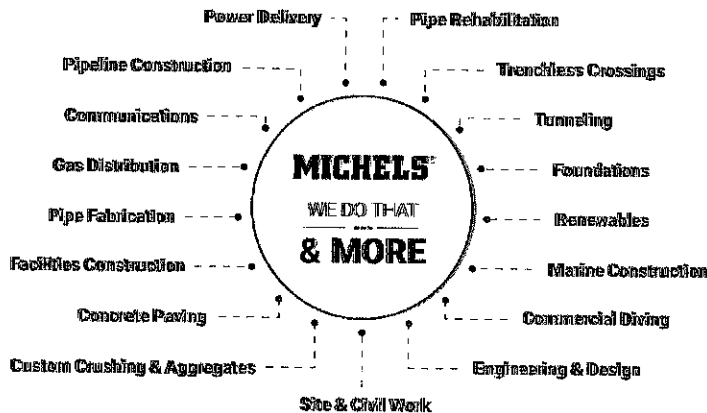
**END OF SECTION**

**MICHEL'S**® The Michels Family of Companies is a collection of wholly owned infrastructure, utility, engineering, and energy companies providing comprehensive contracting and design solutions all under the Michels brand. All members of the Michels Family of Companies are united by shared Core Values, commitment to safety, quality standards, and a world-class reputation of delivering safe, environmentally friendly, and innovative projects since Michels inception in 1959. Each of the Michels Family of Companies specialize in their own area of expertise delivering complex projects each day. In addition to executing work in their specific areas of operation they come together as a single Michels entity to deliver the most innovative, cost effective, and risk adverse solutions to every Michels project.

## MICHEL'S® FAMILY OF COMPANIES



Michels is uniquely positioned as one of the largest self-performing General Contractors in North America with the ability to combine the collective strengths of our companies, employees, equipment resources, and extensive experience into one team that can design, manage, and construct projects from planning to completion.

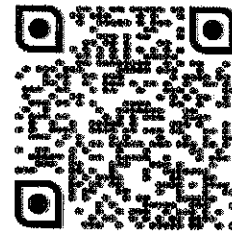


**Michels Trenchless, Inc. (Michels)** has been pioneering innovative construction solutions for more than six decades, growing into one of the largest, most diversified utility, energy, and infrastructure (heavy civil) contractors in North America. Michels specializes in the design and construction of safe, technically sound, and value-engineered heavy civil construction solutions including large conveyance pipelines (sewer, storm, water), trenchless solutions (microtunnel, Direct Pipe®, horizontal directional drilling (HDD)) foundation and structures (shafts, manholes cast-in-place structures), earth retention systems, ground improvement, and groundwater solutions.

## Environmental & Safety Performance

### Safety

The safety of our people, the environment, and the communities in which we work is incorporated into everything we do. Every employee has the **Stop Work Promise** and can refuse and stop work that is unsafe without fear of repercussion. Safety is more than something we talk about, we incorporate it into everything we do. Our highest core value is the safety and health of our people, our contractors, and our customers. Our mission is to ensure our people return home safely each day. Our projects are supported by a team of more than 180 trained HSE professionals who collaborate with our crews to ensure safety by providing training, conducting audits, and overseeing operations. Our managers and HSE team are responsible for exploring innovative ways to reduce our carbon footprint and preserve the environment.



SCAN HERE

We hold ourselves to HSE standards that comply with regulatory and legislated requirements and create a safe and environmentally friendly workplace. *Scan the QR Code to learn more about the Michels Mi-Promise/Stop Work Promise.*

All sites (including subcontractors) are subject to frequent documented HSE audits which allow us to assess compliance, HSE culture, and determine if any inadequacies exist. We use this information to identify opportunities for improvement.

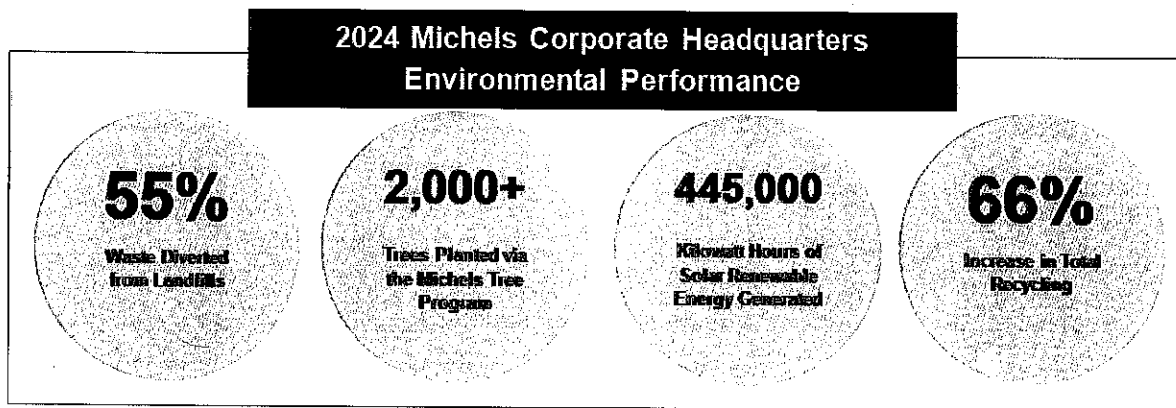
Safety Stats			
	2023	2024	2025
EMR	0.57	0.59	0.55
Days Away	0	27	96
Days Restricted	0	110	0
DART Rate	0	0.46	0.22

### Sustainability

The Michels Family of Companies' commitment to a sustainable working environment for our people, customers and communities started years before the concept of Environmental, Social and Governance (ESG). Our journey continues, while maintaining constant focus on the health, safety, and social well-being of our people and communities with increasing emphasis on measurable environmental sustainability programs.

Michels is committed to being a responsible community partner and values the diversity of individuals and their contributions. We implement best practices to maintain the health, safety, and wellness of our highly skilled workforce. We practice good citizenship by supporting local, regional, and national charitable organizations in the communities where we work and serve. We are committed to preserving and improving the environments where we live and work. This includes monitoring and managing our environmental footprint by actively seeking ways to avoid, mitigate, and improve the natural environment in and close to our places of work.

As a privately owned and operated corporation, Michels Boards of Directors and Executive Leadership teams provide direction and oversight for continuous performance and fiscal responsibility across the Michels Family of Companies. Our comprehensive corporate policies and structures reflect our commitment to maintaining the highest standards of ethics and integrity.



## Key Personnel Qualifications

The Michels Team has strategically assembled a highly qualified group of professionals to lead this project, ensuring excellence from initial planning through final execution. Each key team member offers extensive industry expertise and a proven history of successfully delivering complex infrastructure solutions. This integrated team leverages Michels' renowned construction capabilities alongside specialized technical knowledge, fostering collaboration, innovation, and an unwavering commitment to safety, quality, and efficiency. Together, they embody the strength and reliability required to achieve project objectives and exceed client expectations.



**Jameson Petropoulos – Project Manager**

Jameson began his industry career at Michels in 2019 as an Intern. His developed skills, dedication, and experience during the last six years have resulted in his position as a Field Engineer and acting as a Project Manager. He is skilled in project coordination, environmental compliance, and technical execution, ensuring efficient and sustainable construction solutions. He applies his collaboration skills with multidisciplinary teams to drive successful project outcomes.



**Doug Houska – Superintendent**

Doug began his career with Michels nearly three decades ago as a Drilling Survey Technician. He was responsible for all surveying, staking, tracking and monitoring of the HDD operation. In 2019 Doug was promoted to Construction Manager where he has worked on some of Michels most notorious projects spanning from record breaking drills to large 200-mile spreads. Doug has a comprehensive knowledge of directional drilling technology and procedures.



**Naresh Oad – Project Scheduler**

Naresh is a Project Controls professional with almost two decades of industry experience (Utility, Mining, IT, Civil Infrastructure) in project controls / scheduling / costing / budgeting / change management within Project Management, and Consulting and Contracting organizations. He has participated in a wide range of high profile, fast track and complex projects using EPC, TPE, and design-build framework. Naresh has experience in all facets of Project Management, Project Controls, Budgets and Cash flows, Planning and Scheduling, Productivity and Resource monitoring, Change Management, Program monitoring/controlling, and delay analysis.



**Mike Miller – Safety Manager**

Mike embodies Michels' Core Values and demonstrates leadership through his role as an ambassador for the HSE Department and Michels Corporation. He provides critical support to field staff by addressing questions, resolving challenges, offering guidance, and managing job coverage assignments. Mike advises management on safety and health matters, develops and maintains comprehensive safety procedures and plans, and contributes to the onboarding, mentoring, and professional development of HSE Coordinators. He also reviews project safety specifications and actively participates in pre-construction meetings to ensure alignment with safety standards. For assigned projects, Mike prepares and reviews reports, SOPs, policies, and site-specific safety plans. Additionally, he assists in maintaining the corporate HSE manual and represents Michels during regulatory inspections, client audits, and key stakeholder meetings.

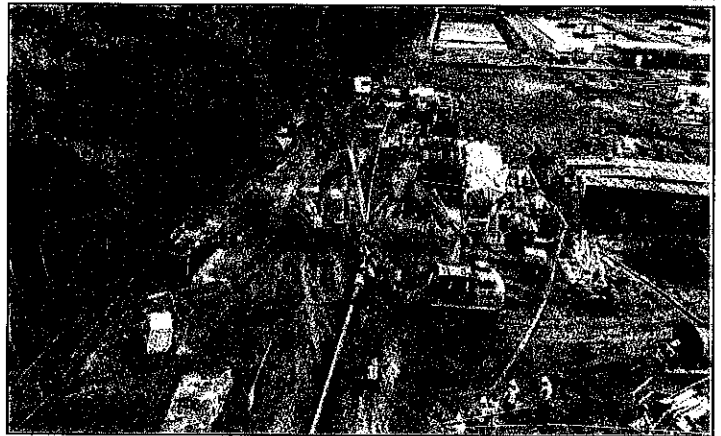


## Mount Holly Pump Station

📍 Charlotte, NC

Michels installed two parallel 3,100-foot installations of 26-inch OD DR11 HDPE pipelines to transport wastewater from Mount Holly to the Charlotte Water wastewater treatment plant which are separated by the Catawba River. The project consisted of two parallel 1,150-foot long crossings under Long Creek as part of the improvement. The Long Creek crossings consisted of 42-inch OD DR 11 HDPE pipe. All four crossings were completed in series over the course of a year.

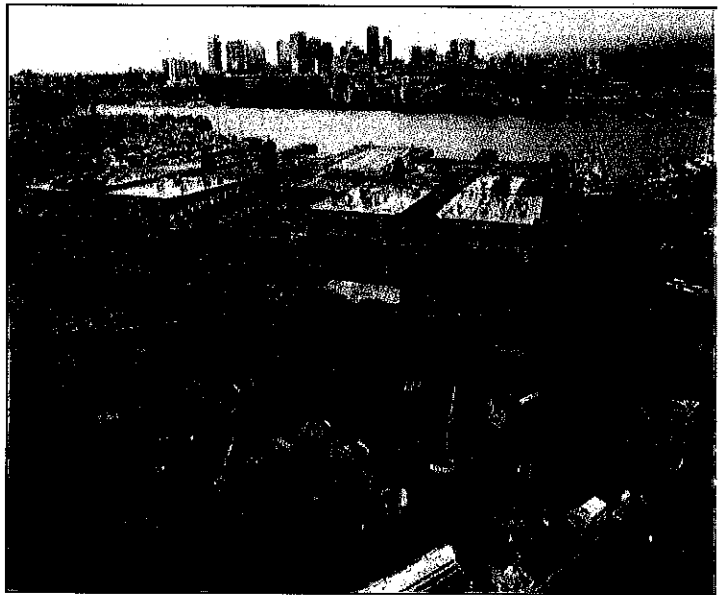
The geology consisted of hard rock up to 40,000 psi which caused soil interference. The pullback consisted of one mid-fusion of HDPE pipe. The drilling location was classified as a brownfield, and as a result, there was unavailability of a disposal location for the excess drilling fluid. Michels overcame this by supplying a dewatering system that allowed the team to separate the water from the excess drilling fluid and dispose of the excess water into the sewer system.



## Oakland Inner Harbor Pipeline Crossing

📍 Oakland, CA

Michels installed 3,126 feet of 32-inch HDPE pipe using horizontal directional drilling (HDD) techniques to increase the amount of water delivered to the city of Alameda, CA. Alameda is a growing community, and the existing infrastructure was due for replacement by cause of deterioration and need for additional supply. As a result, the city contracted with East Bay Municipal Utility District (EBMUD) to put an additional water line in with Michels as a subcontractor. The drill itself spanned from the City of Oakland to the City of Alameda under Oakland Inner Harbor Bay. The project required 340 feet of 56-inch-diameter conductor casing on exit side and 330 feet of 54 inch diameter conductor casing on entry side to be installed.



## VenturaWaterPure – Ocean Outfall Crossing

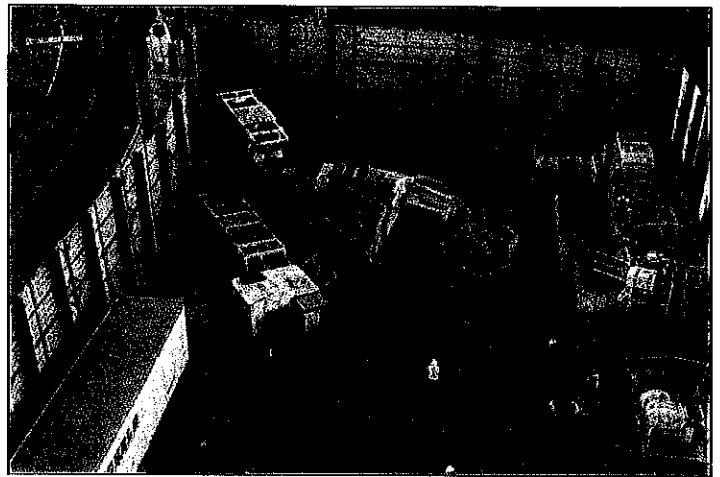
Ventura, CA

The City of Ventura is nearing completion of the VenturaWaterPure project in California. Included in the project, is the construction of an ocean outfall. The new ocean outfall will allow for the disposal of concentrated water brine generated by the new Advanced Water Purification Facility (AWPF). Michels Trenchless, Inc. used horizontal directional drilling (HDD) to install two segments for the outfall structure, one offshore and one under the harbor.

The first segment, a 20-inch HDPE pipe was drilled 4,510 feet offshore from a large drill rig positioned in Marina Park. A 1,500-foot-long seafloor subaqueous pipeline was then installed by Aqueos. An excavator equipped with specialized tooling was placed on a barge to change out the HDD tooling and drill pipe. Reaming was performed from both onshore and offshore. The pipe was towed offshore by Aqueos and pulled on shore in one continuous pull by Michels.

The second segment, a 42-inch casing pipe, was installed 1,361 feet under the Ventura Harbor from Marina Park to a boatyard using the pilot hole intersect method. Once installed, one 8-inch with a 4-inch pipe inside, two 10-inch, and one 20-inch HDPE pipe were pulled through the casing pipe. This pipe will then connect to the onshore segment being constructed in July 2024.

The overall project also includes constructing two cast-in-place concrete vaults for an onshore pig receiving station and an offshore pipeline pig launching station and two HDPE sewer force mains for a total of 2,050 feet of pipe.



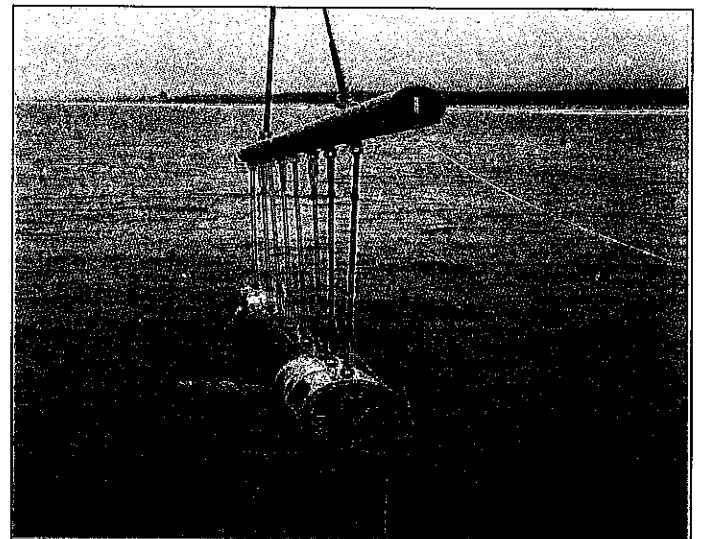
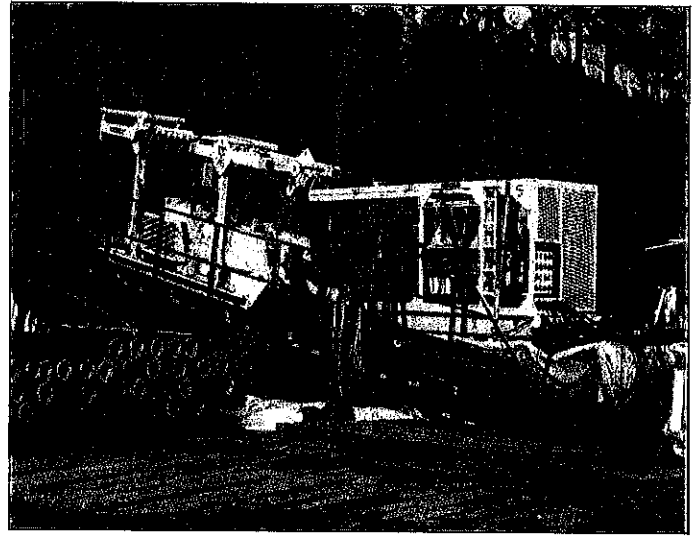
## Coastal Virginia Offshore Wind

Virginia Beach, VA

Michels used two trenchless construction methodologies to construct shore approaches and trenchless crossings of sensitive areas to provide electrical conduits for a 200-turbine wind farm located 24 nautical miles off the coast of Virginia. Direct Pipe® was used for the nine shore approach locations and the Direct Pipe® installations were mined from the beach out into the floor of the Atlantic Ocean. Ten horizontal directional drills (HDDs) were used to cross sensitive areas on land to install electrical conduits to house the new power cables.

The nine Direct Pipe® shore approach installations, with assist from Michels Marine divers, placed 42-inch-diameter steel conduit from the beach to the ocean floor. Once mining was complete, sliplining was used to install 36-inch HDPE pipe inside each steel conduit. In total, approximately 20,000 feet of HDPE pipe was placed inside the steel conduit. Mining was completed in three phases by simultaneously executing three Direct Pipe® installations in each phase, each culminating with the placement of the HDPE conduit inside the steel casing. The Direct Pipe® installations concluded with the retrieval of the Direct Pipe® microtunnel boring machine by marine support equipment. Controlled flow excavation was performed to uncover each microtunnel boring machine (MTBM) approximately five feet below seabed at the offshore punchout locations. Each 42-inch MTBM was rigged to a lifting beam by divers and recovered to surface using the offshore vessel crane. The 1,800 foot-long 36-inch HDPE conduit was towed offshore and installed through the Direct Pipe® casing utilizing a three-tug tow fleet.

The five HDDs under Lake Rudee spanned 1,935 feet. Four HDDs installed 48-inch HDPE carrier pipe, and one installed a 42-inch HDPE carrier pipe to house the HDPE electrical conduits. Each crossing passed about 60 feet below the existing grade. The five HDDs under Lake Christine spanned 1,675 feet. Four HDDs installed 48-inch HDPE carrier pipe, and one installed 42-inch HDPE carrier pipe to house the electrical HDPE conduits. Each crossing passed about 75 feet below the existing grade. All of the 48- and 42-inch pipes will house bundles of 10- and 3-inch HDPE pipes that will be thermo-grouted into place.



Name of Bidder: Mozingo Construction, Inc.

**SECTION 00 40 54**

**STATEMENT OF SAFETY COMPLIANCE**  
(To Be Submitted with Bid)

The Contractor agrees in accordance with the requirements of California Labor Code Section 6400 and related provisions of law the Contractor, the Contractor's privities and any other entities acting pursuant to this contract will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities acting pursuant to this contract and that the Owner will not be responsible for having hazards corrected and /or removed at the location where the work under the contract is to be performed.

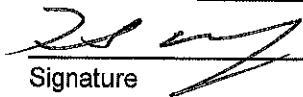
The Contractor hereby acknowledges Owner concerns regarding safety at its facility and at the Project worksite. The Contractor shall conduct its operations to eliminate or reduce hazards and risks associated with Contractor's activities, to prevent accidents and injuries, and to prevent property damages. Therefore, strict compliance with all of the most current safety, health and environmental regulations (federal, state and local) is required. Non-compliance with these regulations may result in suspension or termination of work in progress.

The Contractor's Safety Programs must accomplish the foregoing objectives. The Contractor certifies that its Safety Programs comply and will satisfy these requirements. The Contractor also certifies that each Subcontractor and Sub-subcontractors and other parties with which it has agreements to perform work on the Project worksite will also comply and will satisfy these requirements.

The mandatory (and other) Contractor Safety Programs are delineated in Part A of the attached Contractor Safety Operations Requirements. The Contractor further certifies that it can furnish mandatory satisfactory evidence of compliance.

The Contractor further acknowledges that its Subcontractors and Sub-subcontractors will provide all Safety Compliance documents to Contractor in accordance with this Section 00 40 54.

Executed On: March 30, 2020

  
\_\_\_\_\_  
Signature

Mozingo Construction, Inc.  
\_\_\_\_\_  
Name of Bidder

Kurtis Mozingo, CEO/President  
\_\_\_\_\_  
Title

Name of Bidder: Mozingo Construction, Inc.

**PART A - Safety Programs**

Please indicate below whether your firm has the following written safety programs. If any of the programs listed do not apply to your operations or this project, please make note of this in the "Comments" column. Include any information that you think would be helpful to us in making this assessment. Those programs that are indicated as mandatory must be available for review before commencing work on this project. Other safety programs may be requested if it is later determined that they are applicable to the Project, and as such, must be made available for review upon request, at no additional charge to the Owner.

Mandatory	Program	Do you have a written program?		Program meets Cal/OSHA Criteria		Sub will provide		Have project employees been trained?		Is the training documented?		Comments
		Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	
YES	Injury and Illness Prevention	X		X				X		X		
YES	Hazard Communication	X		X				X		X		
YES	Confined Space Operations	X		X				X		X		
	Respiratory Protection	X		X				X		X		
	Emergency Response	X		X				X		X		
	Hearing Conservation	X		X				X		X		
YES	Lockout/Tagout	X		X				X		X		
YES	New Employee Orientation	X		X				X		X		
YES	Excavation Safety	X		X				X		X		
	Code of Safe Practices	X		X				X		X		
YES	Personal Protective Equipment (PPE)	X		X				X		X		
YES	Drugs/Alcohol	X		X				X		X		
YES	Traffic Control Safety	X		X				X		X		
YES	Fall Prevention Plan <sup>(1)</sup>	X		X				X		X		

<sup>(1)</sup> If conventional fall protection measures cannot be used.

Name of Bidder: Mozingo Construction, Inc.

**PART B - Safety Equipment - Identify what safety equipment will be available and used for this project**

Type	Description/Comments
<input checked="" type="checkbox"/> Gas detectors	MSA ALTAIR 4XR, readily available on crew trucks.
<input checked="" type="checkbox"/> Ventilation equipment	Will use as necessary
<input checked="" type="checkbox"/> Approved harnesses and lanyards	Available at shop, just need to bring to site if necessary
<input type="checkbox"/> Mechanical hoists	
<input checked="" type="checkbox"/> Fire extinguishers	Readily available on crew trucks & equipment
<input checked="" type="checkbox"/> First aid kits	Readily available on crew trucks
<input checked="" type="checkbox"/> Respirators	Safety Manager will get if necessary
<input checked="" type="checkbox"/> Hard hats	Mandatory PPE
<input checked="" type="checkbox"/> Hearing protectors	Will use as necessary
<input checked="" type="checkbox"/> Safety goggles	Safety glasses are available
<input checked="" type="checkbox"/> Steel toed footwear	Used when necessary
<input checked="" type="checkbox"/> Hand protection	Gloves
<input type="checkbox"/> Fall protection	
<input checked="" type="checkbox"/> Confined Space Rescue Equipment	Available at shop, just need to bring to site if necessary
<input type="checkbox"/>	

**PART C - Specialized Training and Certification - Identify the areas of specialized training or certification that will have been completed by employees who will be assigned to this project. Be prepared to provide documentation as requested.**

<input checked="" type="checkbox"/> CPR/first aid	<input checked="" type="checkbox"/>	Confined space operations and rescue	<input type="checkbox"/>	Scaffolding
<input type="checkbox"/> Fork lift operation	<input type="checkbox"/>	Respirators <input type="checkbox"/> Air-Supplying <input type="checkbox"/> Air-Purifying	<input checked="" type="checkbox"/>	Flagging
<input type="checkbox"/> Cranes/hoists operation	<input checked="" type="checkbox"/>	Trenching and shoring competent person	<input type="checkbox"/>	Traffic Control
<input checked="" type="checkbox"/> Heavy equipment operation	<input type="checkbox"/>	Welding	<input type="checkbox"/>	
<input type="checkbox"/> Powder-actuated tools use	<input type="checkbox"/>	Asbestos abatement	<input type="checkbox"/>	

OPUD  
Contract No. 2: OPUD Pump Stations and Pipelines  
Project No. W8Y08100

Statement of Safety Compliance  
00 40 54- 3

Name of Bidder: Mozingo Construction, Inc.

**PART D - Jobsite Safety Practices**

1. Name of person who will have responsibility for jobsite safety?

Tyler Soulier

2. Who will be responsible for conducting and documenting accident investigations?

Tyler Soulier

Does your company perform near-miss investigations? Yes

Please provide sample copy of investigation forms.

3. How often are jobsite safety audits or inspections performed, Randomly

and by whom? Tyler Soulier

4. Does the person who is responsible for jobsite safety have authority to take immediate action to correct unsafe conditions of work practices? Yes

5. How often are jobsite tailgate or toolbox safety meetings held? Monthly

6. Briefly describe how you will ensure that workers comply with safety programs and Cal/OSHA requirements?

Each project is reviewed prior to mobilization and a JHA distributed. Once onsite, the field team meets with project management to review potential hazards and discuss compliance requirements/expectations.

Please list any Cal/OSHA citations and penalties you have received in the last three years.

None

Have there been any on-the-job fatalities at any job site managed by the Contractor in the last five years? None

If yes, please explain.

N/A

7. Does your company have a safety incentive program? No

If yes, please explain.

N/A

Name of Bidder: Mozingo Construction, Inc.

**PART E: Evaluation Worksheet**

**(FOR USE BY THE OWNER ONLY)**

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Item	Program is Mandatory	Contract or has Written Program	Contractor States Program meets Cal/OSHA Criteria	Comments
<b>PART A: Safety Programs</b>				
Injury and Illness Protection	Yes			
Hazard Communication	Yes			
Confined Space Operations	Yes			
Lockout / Tagout	Yes			
New Employee Orientation	Yes			
Drug and Alcohol Policy	Yes			
Excavation Safety	Yes			
Traffic Control	Yes			
Other Programs: PPE, Fall Protection				
<b>PART B: Safety Equipment</b>				
<b>PART C: Training and Certifications</b>				
<b>PART D: Jobsite Safety Practices</b>				
Responsible Person Named				
Accident Investigations				
Worksite Safety Inspections				
Safety Meetings				
Compliance With Safety Requirements				
Cal/OSHA Citations/Penalties				
Fatalities				
Safety Incentives				

**END OF SECTION**

Name of Bidder: Mozingo Construction, Inc.

**(THIS PAGE LEFT BLANK INTENTIONALLY)**

**MOZINGO CONSTRUCTION CO.**  
**CASE #:**

**\*\*SAMPLE\*\***

INCIDENT DESCRIPTION	
<b>Job:</b> 25012: Recycled Water System Expansion Project, Pipeline <b>Date of Incident:</b> 2/12/2026 2:27 PM <b>Date Reported:</b> 2/12/2026 2:26 PM <b>Date Recorded:</b> 2/12/2026 2:27 PM <b>Status:</b> Received	<b>Recorder:</b> Tyler Soulier <b>Recorder Email:</b> <b>Recorder Phone Number:</b>
<b>Incident Description:</b> TEST	

CASE CONTACTS	
<b>Person in Charge:</b> Tyler Soulier <b>Person in Charge Email:</b> <b>Person in Charge Phone Number:</b> xxx-xxx-xxxx	<b>Person Most Familiar with Incident:</b> Tyler Soulier <b>Person Most Familiar Email:</b> <b>Person Most Familiar Phone Number:</b> xxx-xxx-xxxx

INCIDENT LOCATION	
<b>Location Description:</b> N/A <b>Address 1:</b> <b>Address 2:</b> <b>City:</b> <b>State:</b> <b>Zip:</b> <b>Country:</b>	<b>Latitude:</b> 0.00000 <b>Longitude:</b> 0.00000 <b>Weather:</b>

OTHER USEFUL INFORMATION	
<b>Estimated Cost:</b> \$0.00 <b>Actual Cost:</b> \$0.00	
<b>Case Notes:</b>	
<b>Field Notes:</b>	

**SECTION 00 40 54**  
**COMMUNITY WORKFORCE AGREEMENT CERTIFICATION**

Project Title: **Contract No. 2: OPUD Pump Stations and Pipelines**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

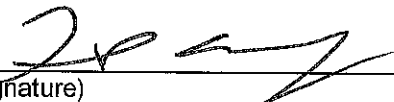
The undersigned declares:

By submission of this Bid I agree and certify that, if Additive Bid Alternative 1 is accepted by Owner, I will comply with the requirements set forth in the Community Workforce Agreement for Construction and Major Rehabilitation by and Between Olivehurst Public Utility District ("OPUD") and the Mid-Valley Building and Construction Trades Council, AFL-CIO ("Trades Council") once it is approved by the Owner's Board of Directors ("CWA") for this Project, and will agree to be bound by the CWA for this Project. I certify that if this Bid is selected and Additive Bid Alternative 1 is accepted by Owner, I will sign the Agreement to be Bound at Addendum A to the CWA.

I further certify that if this Bid is selected and Additive Bid Alternative 1 is accepted by Owner I will include in each and every subcontract related to this Bid a provision requiring the subcontractor make good faith efforts to comply with the terms of the CWA for this Project and agree to be bound by the terms of the CWA for this Project. Capitalized terms not defined herein shall have the same meaning as in the CWA.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
\_\_\_\_\_  
(Signature)

**Kurtis Mozingo, CEO/President**  
\_\_\_\_\_  
(Print Name & Title)

**Mozingo Construction, Inc.**  
\_\_\_\_\_  
(Print Name of Bidder)

**03/30/2026**  
\_\_\_\_\_  
(Date)

California Environmental Protection Agency  
**Air Resources Board**

January 1, 2026

**CERTIFICATE OF REPORTED COMPLIANCE  
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

**MOZINGO CONSTRUCTION, INC.**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

*Michelle Buffington*

Michelle Buffington  
Chief, Mobile Source Control Division  
California Air Resources Board

Off-road Diesel Fleet Identification

**3109**

To verify the authenticity of this certificate, enter this number at  
[http://www.arb.ca.gov/doors/compliance\\_cert1.html](http://www.arb.ca.gov/doors/compliance_cert1.html)



**SECTION 00 52 10**  
**CERTIFICATE OF AUTHORIZATION**  
(If Contractor is a Corporation)

STATE OF CALIFORNIA

\*\* See attached resolution \*\*

COUNTY OF YUBA COUNTY

I HEREBY CERTIFY that at a meeting of the Board of Directors of the \_\_\_\_\_

\_\_\_\_\_, a corporation existing under the

laws of the State of California, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution duly passed and adopted:

"RESOLVED, that \_\_\_\_\_

as \_\_\_\_\_ President of the Corporation, be and is

hereby authorized to execute the Agreement dated \_\_\_\_\_, 20\_\_\_\_, with Olivehurst Public Utility District ("District") and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Officer

Company Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF SECTION**

CORPORATE RESOLUTION  
of  
MOZINGO CONSTRUCTION, INC.  
A California Corporation

RESOLVED, that any one of the following officers, with titles as designated, are authorized and directed to execute on behalf of and as the act of this corporation the written proposals and/or contracts together with any/all documents, to and with any entity for which we shall be commissioned to engage into contract, for each and every contract, agreement, change order, purchase order, or any/all associated documents, until hereby nullified.

RESOLVED, that any one of the following officers, with titles as designated, are further authorized and directed to execute on behalf of and as the act of this corporation the application of any banking, checking, or savings accounts, certificates of deposit, credit cards, or vendor accounts, as may be necessary in order to conduct normal business processes.

KURTIS P. MOZINGO

CEO / PRESIDENT

DONI D. MOZINGO

CFO / SECRETARY

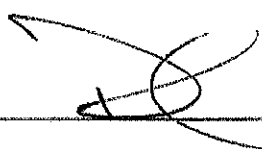
CERTIFICATE OF SECRETARY

I, Doni Mozingo, am duly qualified and acting Secretary of Mozingo Construction, Inc., a California Corporation.

The foregoing is a true copy of a resolution duly adopted by the Board of Directors of the corporation at a regular/special meeting duly held on November 20, 2024.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force effect.

Dated, this 20<sup>th</sup> day of November 2024

  
\_\_\_\_\_  
Doni Mozingo / Secretary

CORPORATE RESOLUTION  
of  
MOZINGO CONSTRUCTION, INC.  
A California Corporation

AUTHORITY TO SIGN CONTRACTS and specific documents

RESOLVED, that any one of the following employees, with titles as designated, are authorized and directed to execute on behalf of and as the act of this corporation the written proposals and/or contracts together with any/all associated documents, to and with any entity for which we shall be commissioned to engage into contract, for each and every contract, agreement, change order, purchase order, vendor account, or any/all associated documents, until hereby nullified.

KURTIS P. MOZINGO	CEO / PRESIDENT
DONI D. MOZINGO	CFO / SECRETARY
JACOB A. CREGER	GENERAL MANAGER
PAUL J. GRAHAM	CONSTRUCTION MANAGER

AUTHORITY TO SIGN SPECIFIC CHANGE ORDERS

RESOLVED, that any employee, with the title of Area Manager, is authorized and directed to execute on behalf of and as the act of this corporation specific Change Order documents up to \$250,000.00 until hereby nullified.

RESOLVED FURTHER, that any employee, with the title of Project Manager, is authorized and directed to execute on behalf of and as the act of this corporation specific Change Order documents under \$50,000.00 until hereby nullified.

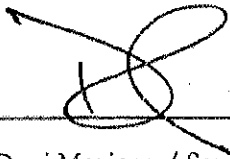
CERTIFICATE OF SECRETARY

I, Doni Mozingo, am duly qualified and acting Secretary of Mozingo Construction, Inc., a California Corporation.

The foregoing is a true copy of a resolution duly adopted by the Board of Directors of the corporation at a regular/special meeting duly held on November 20, 2024.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force effect.

Dated, this 20<sup>th</sup> day of November 2024.

  
\_\_\_\_\_  
Doni Mozingo / Secretary

Name of Bidder: Mozingo Construction, Inc.

**ATTACHMENT 1 TO SECTION 00 23 00**  
**CERTIFICATION OF COMPLIANCE WITH SWRCB SRF REQUIREMENTS**  
(To Be Submitted with Bid)

CONTRACTOR: Mozingo Construction, Inc.

The contractor or applicant named above hereby certifies that it is aware that the Project known as **Contract No. 2 OPUD Pipelines and Pump Station; CWSRF Project No. C-06-8753-110** is funded in part with funds from the State of California Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF) and has availed themselves of the requirements thereof, and will comply with all applicable conditions of the funding source as they may apply.

---

CERTIFICATION

---

I, the officer of the company named above, hereby swear that I am duly authorized legally to bind the contractor to the above described certification, I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California,

---

Officers Name: Kurtis Mozingo, CEO/President

Date Executed 03-30-2026 Executed in County of: Stanislaus

Signature:  \_\_\_\_\_

END OF SECTION



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **702625**

Entity **CORP**

Business Name **MOZINGO CONSTRUCTION INC**

Classification(s) **AB**



Expiration Date **03/31/2028**

[www.cslb.ca.gov](http://www.cslb.ca.gov)

CA



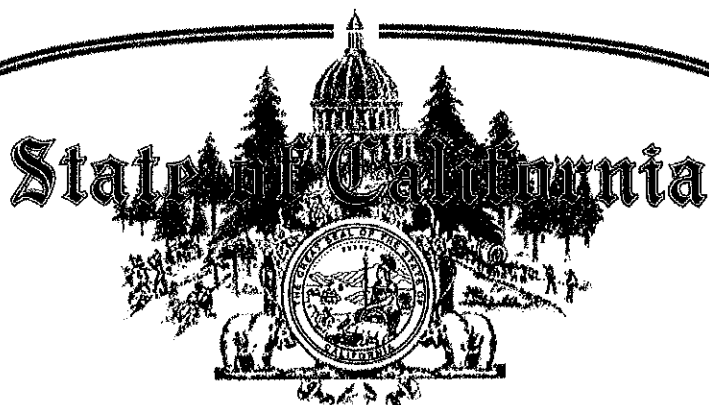
Public Works Support eCPR Search Contractor Registration Search

Log in

Project Registration Search Register

### Registration Dates

Contractor	Registration Start Date	Registration End Date	Registration Status
1000002424 - MOZINGO CONSTRUCTION, INC.	2025-07-01	2028-06-30	Active
1000002424 - MOZINGO CONSTRUCTION, INC.	2022-07-01	2025-06-30	Expired
1000002424 - MOZINGO CONSTRUCTION, INC.	2019-07-01	2022-06-30	Expired
1000002424 - MOZINGO CONSTRUCTION, INC.	2018-06-14	2019-06-30	Expired
1000002424 - MOZINGO CONSTRUCTION, INC.	2017-06-15	2018-06-30	Expired
1000002424 - MOZINGO CONSTRUCTION, INC.	2016-05-11	2017-06-30	Expired
1000002424 - MOZINGO CONSTRUCTION, INC.	2015-06-12	2016-06-30	Expired
1000002424 - MOZINGO CONSTRUCTION, INC.	2014-11-03	2015-06-30	Expired



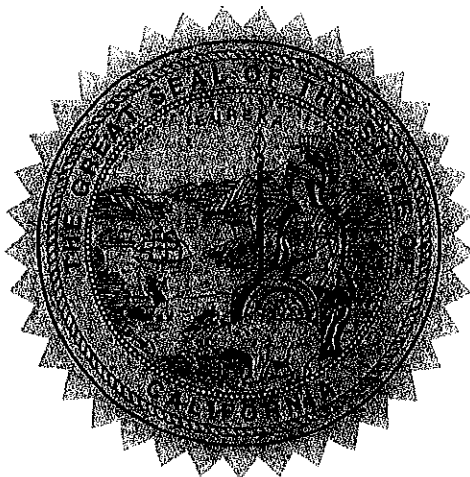
## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 03 2000



*Bill Jones*

Secretary of State

2205747

ENDORSED - FILED  
IN THE OFFICE OF THE  
SECRETARY OF STATE  
OF THE STATE OF CALIFORNIA

JAN -3 2000

BILL JONES, SECRETARY OF STATE

**ARTICLES OF INCORPORATION**

**OF**

**MOZINGO CONSTRUCTION, INC.**  
a California corporation

**ARTICLE I**

The name of this corporation is MOZINGO CONSTRUCTION, INC.

**ARTICLE II**

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**ARTICLE III**

The name in the State of California of this corporation's initial agent for service of process is:

RANDALL R. WILSON  
2390 Professional Drive  
Roseville, CA 95661

**ARTICLE IV**

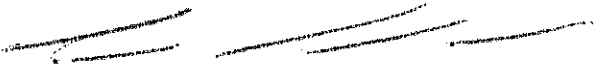
This corporation is authorized to issue one class of shares of stock which shall be designated common stock; and the total number of shares which the corporation is authorized to issue is 1,000,000.

**ARTICLE V**

(a) The liability of directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law as it now exists or may hereafter be amended in a manner more favorable to directors.

(b) The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, to the fullest extent permissible under California law as it now exists or may hereafter be amended in a manner more favorable to such agents.

(c) Any repeal or modification of the foregoing provisions of this Article V by the shareholders of the corporation shall not adversely affect any right or protection of an agent of this corporation existing at the time of such repeal or modification.

  
\_\_\_\_\_  
Randall R. Wilson, Incorporator

