CAMBRIA COMMUNITY SERVICES DISTRICT

MEETING	TIME & DATE	LOCATION
Board of Directors	**10:00 AM Friday, May 29, 2026**	**Cambria Veterans' Memorial Hall, 1000 Main Street, Cambria, CA 93428**

AGENDA

I, Harry Farmer, President of the Cambria Community Services District Board of Directors, hereby call a Special Meeting of the Board of Directors pursuant to California Government Code Section 54956. The Special Meeting will be held on Friday, May 29, 2026, at 10:00 AM. The purpose of the Special Meeting is to discuss or transact the following business:

Special Board Meeting

Date & Time: 10:00 AM, Friday, May 29, 2026
Location: Cambria Veterans' Memorial Hall, 1000 Main Street, Cambria, CA 93428
Virtual Access (Zoom): Please click the link to join the webinar: HERE
Webinar ID: 880 3377 5722
Passcode: 694843

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the CCSD Administration Office, available for public inspection during District business hours. The agenda and agenda packets are also available on the CCSD website at https://www.cambriacsd.org/. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or if you need the agenda or other documents in the agenda packet provided in an alternative format, contact the Confidential Administrative Assistant at 805-927-6223 at least 48 hours, if possible, before the meeting to ensure that reasonable arrangements can be made. The Confidential Administrative Assistant will answer any questions regarding the agenda.

1. OPENING

1.A Call to Order

1.B Pledge of Allegiance

1.C Establishment of Quorum

2. PUBLIC COMMENT ON AGENDA ITEMS

3. REGULAR BUSINESS

3.A Discussion and Consideration to Adopt Resolution 24-2026 Regarding Procurement Integrity Measures for the Cambria Skatepark Project and Direction to Issue Bid Addendum

3.B Rejection of Informal Bid and Authorization to Rebid Project Through Formal Competitive Bid Process for Santa Rosa Well 4 Access Road and Sewer Improvement Project

4. ADJOURN TO CLOSED SESSION

4.A CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code

Section 54957.6
Agency Designated Representative: Matthew McElhenie, General Manager
Unrepresented Employee Organization: Management and Confidential Exempt Employees

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **3.A**

FROM: Matthew McElhenie, General Manager

Meeting Date: May 29, 2026

Subject: Discussion and Consideration to Adopt Resolution 24-2026 Regarding Procurement Integrity Measures for the Cambria Skatepark Project and Direction to Issue Bid Addendum

FISCAL IMPACT:

Adoption of the Resolution itself has no direct fiscal impact. The associated Addendum would revise the liquidated damages rate from $3,000 per calendar day to $1,500 per calendar day, and extend the bid deadline to June 22, 2026 at 11:00 a.m., which is intended to support competitive bidding and reduce bid protest risk.

DISCUSSION:

BACKGROUND:

The District issued a Notice Inviting Bids for the Cambria Skatepark Project as a construction-only public works procurement, with bid submission through DemandStar and an original bid deadline of June 8, 2026 at 11:00 a.m.

During procurement planning and pre bid discussions, concerns were identified by potential bidders regarding procurement integrity and competitive bidding risk arising from (i) proprietary specifications and intellectual property restrictions in the skatepark plans, (ii) certification/installer requirements and proprietary components, and (iii) the potential participation of Spohn Ranch Skateparks, Inc., the project designer, in construction as a subcontractor.

CONFLICT OF INTEREST CONSIDERATIONS (GOV. CODE §§ 1090, 1097.6):

The Board has considered the policies underlying Government Code section 1090, which is intended to prevent both actual conflicts of interest and the appearance of divided loyalties in public contracting. While Spohn Ranch Skateparks, Inc. is not a public official subject to section 1090, its prior role as project designer and potential participation in construction raises analogous concerns identified by the Fair Political Practices Commission and California Courts regarding unequal access to proprietary information, potential influence over project interpretation, and the appearance of a competitive advantage. The Board also considered Government Code section 1097.6, which clarifies that certain limited or technical participation by a consultant who participated in earlier phases of a project may not give rise to criminal liability under Section 1090, but does not eliminate the District's independent obligation to ensure a fair and neutral procurement process. Accordingly, the proposed limitations on Spohn Ranch's role are intended to mitigate these risks and preserve the integrity and defensibility of the competitive bidding process.

CONCLUSION:

Staff is requesting Board action to address this issue to support a defensible, fair, and competitive bidding process by adopting a Resolution that provides clear policy direction and authorizes issuance of a formal addendum to the bid documents. The proposed Addendum (Exhibit A, attached) implements the following key modifications and clarifications:

1. Bid Deadline Extension. The bid deadline would be extended to June 22, 2026 at 11:00 a.m. to provide bidders additional time to evaluate revisions and prepare responsive bids.

2. Liquidated Damages Reduction. Liquidated damages would be revised from $3,000 per calendar day (as stated in the Notice Inviting Bids) to $1,500 per calendar day, consistent with concerns that overly aggressive liquidated damages will reduce bidder participation or increase bid pricing due to elevated risk allocation.

3. "Equal or Better" Pathway. Proprietary references in the project documents (including "Spohn Ranch," "Spohncrete," and proprietary systems) would be clarified as "Spohn Ranch or approved equal," establishing a minimum performance standard rather than a sole source requirement. The Addendum would also require substitution requests to be submitted prior to the bid deadline and approved by addendum, with supporting technical information and experience documentation.

4. Role Clarification for Spohn Ranch Skateparks, Inc.. The Addendum would clarify that Spohn Ranch Skateparks, Inc. may be utilized at the bidder's option as a supplier of proprietary materials/components, but would not perform installation, construction labor, or bid interpretation. These limitations are intended to reduce competitive advantage concerns identified in pre bid discussions.

Staff believes the Resolution and Addendum provide clear procurement rules applicable to all bidders, improve transparency, and significantly strengthen defensibility of the bidding process.

RECOMMENDATIONS:

Staff recommends that the Board of Directors adopt Resolution No. 24-2026 (1) making procurement integrity findings regarding the Cambria Skatepark Project, including the limited role of Spohn Ranch Skateparks, Inc., and (2) directing staff to issue and post the formal bid addendum attached as Exhibit A to clarify the "equal or better pathway," extend the bid deadline, and revise the amount of liquidated damages.

ATTACHMENTS:

1. Resolution 24-2026
2. Exhibit A to Resolution - Bid Addendum

CAMBRIA COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 24-2026
May 29, 2026

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT MAKING FINDINGS REGARDING PROCUREMENT INTEGRITY, AUTHORIZING LIMITED PARTICIPATION OF SPOHN RANCH SKATEPARKS, INC. AS A SPECIALTY MATERIAL SUPPLIER ONLY FOR THE CAMBRIA SKATEPARK PROJECT, AND DIRECTION TO ISSUE BID ADDENDUM

WHEREAS, the Cambria Community Services District ("District") has solicited bids for the Cambria Skatepark Project as a traditional public works construction project, with design, engineering, and permitting services performed under separate professional services contracts; and

WHEREAS, the construction contract will be awarded to the lowest responsive and responsible bidder in accordance with applicable California public contracting law, including the Public Contract Code and related competitive bidding requirements; and

WHEREAS, Spohn Ranch Skateparks, Inc. ("Spohn Ranch") prepared the project design and has expressed interest in participating in the construction phase as a subcontractor; and

WHEREAS, the project plans and specifications contain proprietary design elements and materials, including ownership of design concepts, construction details, and precast skatepark components, which are expressly attributed to Spohn Ranch; and

WHEREAS, the Board recognizes that such proprietary specifications, including references to "Spohncrete" products and specialized fabrication and installation requirements, may limit the practical ability of contractors to procure certain components without coordination with Spohn Ranch; and

WHEREAS, the Board further recognizes that allowing Spohn Ranch to participate directly in construction activities, installation, or project interpretation could raise concerns regarding:

- Unfair competitive advantage due to prior design involvement;
- Unequal access to proprietary information not equally available to all bidders;
- Reduced bidder participation or increased bid pricing; and
- The potential appearance of an improper blending of design and construction roles; and

WHEREAS, the Board has considered the potential application of Government Code section 1090, which prohibits public officials from being financially interested in contracts made in their official capacity, and recognizes that such statute is intended to eliminate both actual conflicts of interest and the appearance of divided loyalties in public contracting; and

WHEREAS, the Board further recognizes that while Spohn Ranch is not a public official or employee subject to Government Code section 1090, based on prior interpretations of that statute by the Fair Political Practices Commission, its prior role as project designer and prospective role

in project construction creates circumstances that may raise analogous concerns regarding undue influence, access to non-public information, or the appearance of a financial interest affecting the fairness of the procurement process; and

WHEREAS, the Board has also considered Government Code section 1097.6, which clarifies that certain limited, technical, or non-substantive participation by a consultant who has participated in earlier phases of a project, may not give rise to criminal liability under Government Code section 1090, but does not eliminate the District's independent obligation to ensure transparency, neutrality, and fairness in public contracting; and

WHEREAS, the Board finds that, notwithstanding the absence of a direct statutory violation, the structural overlap between design authorship, proprietary control, and potential construction participation presents a heightened risk of perceived or actual competitive advantage that must be mitigated to preserve the integrity of the procurement; and

WHEREAS, the Board further finds that limiting Spohn Ranch to a role as a supplier of proprietary materials, while prohibiting participation in construction means and methods, bid interpretation, or contract administration, is a reasonable and necessary measure to address concerns consistent with the policies underlying Government Code section 1090 and related authorities; and

WHEREAS, the Board finds that preserving the integrity of the competitive bidding process requires maintaining a fair and level playing field among all bidders and subcontractors; and

WHEREAS, the Board has considered the legal and procurement risks associated with Spohn Ranch participation, including potential bid protests, claims of de facto sole-source procurement, and concerns regarding procurement neutrality; and

WHEREAS, the Board finds that such risks can be materially reduced by limiting Spohn Ranch's role to that of a specialty material supplier only, and by prohibiting its participation in construction means and methods, bid interpretation, or contract administration; and

WHEREAS, the Board further finds that such limitation preserves:

- The District's intent to conduct a design-bid-build procurement;
- The independence of the prime contractor; and
- The fairness and defensibility of the public bidding process.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows:

Section 1.

The foregoing recitals are true and correct and are incorporated herein as formal findings of the Board.

Section 2. Authorized Limited Participation

The Board hereby authorizes participation by Spohn Ranch on the Cambria Skatepark Project solely in a limited capacity as a supplier of proprietary materials and prefabricated components, including, but not limited to, "Spohncrete" precast skatepark elements specified in the project documents.

Section 3. Prohibited Activities

Spohn Ranch shall not:

- Perform field construction work, installation, or labor as a subcontractor;
- Direct, control, or influence construction means and methods;
- Respond to Requests for Information (RFIs) during the bidding or construction phases;
- Provide design interpretation, clarification, or technical direction to bidders or the selected contractor;
- Participate in construction administration, inspection, or project oversight.

Section 4. Procurement Integrity Safeguards

The Board directs staff to ensure that:

- All bid interpretation, clarifications, and addenda are issued solely by the District or its independent representatives;
- All bidders are provided equal access to project information;
- No bidder receives preferential access to Spohn Ranch proprietary information outside the formal bid process; and
- Any coordination with Spohn Ranch is limited to procurement and delivery of specified materials.

Section 5. Subcontracting Compliance

Any prime contractor electing to utilize Spohn Ranch as a supplier shall comply with all applicable provisions of the Public Contract Code, including subcontractor listing requirements set forth in PCC §§ 4100 et seq., as applicable.

Section 6. Reservation of Rights

The District reserves the right to:

- Reject any bid found to be non-responsive or inconsistent with this Resolution;
- Require additional disclosures regarding subcontractor or supplier relationships; and
- Take any action necessary to preserve the integrity of the public bidding process.

Section 7. Purpose and Intent

The purpose of this Resolution is to:

- Maintain compliance with California public contracting laws;
- Avoid the appearance or effect of undue competitive advantage; and

- Ensure a fair, open, and defensible procurement process for the benefit of the District and the public.

Section 8. Direction to Issue Addendum

BE IT FURTHER RESOLVED that the Board of Directors hereby directs staff to prepare, issue, and post a formal bid addendum, substantially in the form attached hereto as Exhibit A, incorporating the clarifications and modifications described herein, including the equal-or-better substitution pathway, limitations on the role of Spohn Ranch Skateparks, Inc., extension of the bid deadline, and revision to liquidated damages, and to distribute such addendum to all plan holders and prospective bidders in accordance with the District's standard procurement procedures.

PASSED AND ADOPTED by the Board of Directors of the Cambria Community Services District this 29th day of May, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Harry Farmer, President
Board of Directors

ATTEST:

_____
Haley Dodson, Confidential
Administrative Assistant

APPROVED AS TO FORM:

_____
Timothy J. Carmel, District Counsel

Cambria Skatepark Project

Bid No. _____

NOTICE TO BIDDERS

This Addendum forms a part of the Contract Documents and modifies the Notice Inviting Bids, Instructions to Bidders, Plans, and Specifications. Bidders shall acknowledge receipt of this Addendum in their bid proposal.

1. REVISION TO BID OPENING DATE AND TIME

NOTICE IS HEREBY GIVEN that the bid deadline is extended to 11:00 a.m. on June 22, 2026. All bids shall be submitted in accordance with the Notice Inviting Bids, as modified by this Addendum.

The bid deadline is extended to provide bidders a reasonable opportunity to evaluate revisions to the Contract Documents, including clarification of proprietary specifications and establishment of an approved 'equal or better' substitution pathway.

2. REVISION TO LIQUIDATED DAMAGES

The liquidated damages provision is revised to $1,500 per calendar day. All other provisions relating to contract time remain unchanged.

3. PROPRIETARY REFERENCES

References to Spohn Ranch, Spohncrete, or proprietary systems shall mean 'Spohn Ranch or approved equal' and establish minimum performance standards only.

4. SUBSTITUTIONS (EQUAL OR BETTER)

Substitution requests must be submitted prior to the bid deadline and approved by Addendum. Requests shall include sufficient technical information, installation methods, and comparable project experience. The District retains sole discretion to determine equivalency.

5. SPOHN RANCH ROLE

Spohn Ranch may be utilized at the bidder's option as a supplier of proprietary materials. Use is not required if an approved equal is accepted. Spohn Ranch shall not perform installation, construction labor, or bid interpretation.

6. BIDDER RESPONSIBILITY

Bidders are responsible for providing all work in compliance with the Contract Documents and ensuring any alternatives meet all requirements. Non-compliance may result in rejection of the bid.

7. ACKNOWLEDGMENT

Failure to acknowledge receipt of this Addendum in the bid proposal may result in rejection of the bid.

Company Name _____
Contact Person _____
Signature _____
Date _____

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **3.B**

FROM: Matthew McElhenie, General Manager
Jim Green, Utilities Department Manager

Meeting Date: May 29, 2026

Subject: Rejection of Informal Bid and Authorization to Rebid Project Through Formal Competitive Bid Process for Santa Rosa Well 4 Access Road and Sewer Improvement Project

FISCAL IMPACT:

The project has experienced increases in both scope and anticipated construction costs as additional site conditions, design requirements, and construction activities have been identified during project development. These changes include supplemental excavation, additional engineering and geotechnical coordination, and other improvements needed to complete the project in accordance with regulatory and operational requirements. As a result, a budget adjustment is necessary to provide sufficient funding to complete the expanded scope of work and maintain project progress. Staff will continue monitoring project costs and will work to manage expenditures while ensuring the project objectives are achieved.

The total bid amount is $338,850.00, including tax, payment, and performance bonds.

The project is anticipated to be funded through the Water Enterprise Fund and included within the Fiscal Year 2026/2027 Capital Improvement Program budget for a total amount of $250,000. If subsequent bids come in over the budgeted amount, staff will recommend additional funding options to the Board at that time.

DISCUSSION:

The District recently solicited bids for the subject project utilizing the informal bidding procedures authorized under the California Uniform Public Construction Cost Accounting Act (CUPCCAA). Informal bidding procedures are permissible only when the estimated construction costs fall within the applicable statutory threshold established by the State of California.

Following receipt and review of the bid submissions, staff determined that the apparent low bid exceeds the allowable cost threshold for projects procured under the informal bidding process (currently the threshold is $220,000, which can be raised to $235,000 if the Board passes a resolution by a four-fifths vote and determines that the original project cost estimate was reasonable). Because the submitted bid amount exceeds the statutory limit, the District cannot legally award the contract under the informal bidding procedures originally utilized for the solicitation.

In order to proceed with the project in compliance with California Public Contract Code requirements, the District must reject the informal bid and re-advertise the project using the formal competitive bidding procedures applicable to public works projects exceeding the CUPCCAA informal bidding threshold.

Staff intends to work with the District's consultants and legal counsel, as necessary, to prepare updated

bid documents and formally advertise the project in accordance with all applicable statutory requirements.

Re-advertising the project through the formal bidding process will ensure:

- Compliance with California Public Contract Code requirements;
- Transparency and fairness in the procurement process; and
- Protection of the District from potential bid protests or legal challenges associated with awarding a contract outside the permitted informal bidding thresholds.

It is recommended that the Board of Directors:

1. Reject the bid received for the project due to the bid amount exceeding the statutory limits permitted under the informal bidding procedures of the California Uniform Public Construction Cost Accounting Act (CUPCCAA); and
2. Authorize staff to formally rebid the project utilizing the formal competitive bidding procedures required by California law.

ATTACHMENTS:

1. Informal Bid

Cambria Community Services District (CCSD)

Santa Rosa Well #4 Road and Sewer Improvement Project – Bid 04-2026-14

Bid Checklist

Date: May 15, 2026

Time: 2:00 p.m.

Location: Cambria WWTP, 5500 Heath Ln, Cambria, CA, 93428

Bid Completeness Checklist for: Hartzell General Engineering Cont.

- ✓ Bid Proposal form
  - ✓ Bid Security
  - ✓ Subcontractors List
  - ✓ Non-Collusion Affidavit

- ✓ Attended the Mandatory Pre-Bid Meeting?

Bidder List from the Mandatory Pre-Bid Meeting	Submitted Bid?	Total Bid	Verified with State Licensing Board?	Bid Security Provided?	Subcontractors List Provided?	Non-Collusion Declaration
Brough Construction						
Coastline Grading Inc						
Cushman Contracting Corp						
Hartzell General Engineering Construction Inc	✓	$ 338,850.00	✓	✓	✓	✓

HARTZELL
GENERAL ENGINEERING CONTRACTOR, INC.

Hartzell General Engineering Contractor, Inc
148 N Ocean Ave,
Cayucos, CA 93430
office@hartzellco.com

May 15, 2026

Cambria Community Services District
2150 Main Street
Cambria, CA 93428

Subject: Santa Rosa Well #4 Road and Sewer Improvement Project Proposal

To whom it may concern,

Hartzell General Engineering Contractor, Inc is pleased to submit the enclosed proposal to the Cambria Community Services District.

I certify that I am fully authorized to act on behalf of Hartzell General Engineering Contractor, Inc and to bind the company contractually. By submission of this proposal, Hartzell General Engineering Contractor, Inc agrees to be bound by the proposal without modifications unless mutually agreed upon by Hartzell General Engineering Contractor, Inc and the Cambria Community Services District.

Thank you for your consideration. We appreciate the opportunity to submit this proposal and look forward to working with the Cambria Community Services District.

Sincerely,

Hartzell General Engineering Contractor, Inc

Charles Hartzell
President

EXHIBIT A

Bid Proposal Form

Bid Number

04-2026-14

BID PROPOSAL

TO: **CAMBRIA COMMUNITY SERVICE DISTRICT**, a California Special Services District, acting by and through its Board of Directors ("the District").

FROM:

Hartzell General Engineering Contractor, Inc
(Name of Bidder)

148 N Ocean Ave
(Address)

Cayucos, CA 93430
(City, State, Zip Code)

805-610-8113
(Telephone)

office@hartzellco.com
(E-mail Address of Bidder's Representative(s))

Charles Hartzell
(Name(s) of Bidder's Authorized Representative(s))

1 **Bid Proposal:**

Total Bid Amount	$ 338,850.00

Item Number	Description	Quantity	Unit	Unit Price	Extended Price
1	Mobilization	1	Each	46,700.00	46,700.00
2	Excavation of proposed road path	1	Each	45,250.00	45,250.00
3	Remove and dispose of the existing force main in coordination with CCSD	1	Each	6,100.00	6,100.00
Pavement and Roadway					
4	Construct 8" PCC over 6" Class 2 base with thickened edge at perimeter (per soils report) with #4 rebar @ 18" O.C. and Type 2 laterally reinforcing geotextile over native subgrade	1	Each	16,100.00	16,100.00
5	Excavate a minimum of 18" and compact 12" to 95% relative compaction per soils report, detail B2, and note 22	1	Each	17,800.00	17,800.00
6	Rip and compact exposed native soil surface 6" per soils report (see Detail "B1" and "B2", Sheet C800)	1	Each	8,200.00	8,200.00
7	Construct a 12" Class 2 base road from Station 10+78.52 to Station 17+05.56 over a Type 2 geotextile grid compacted per the soils report over the 12" excavated native subgrade compacted to 95% relative compaction per Note 22 (structural section, cross slopes, typical section per Detail "D") with centerline elevation per profile. Ensure the final roadway is a minimum of 6 inches above the existing grade	1	Each	97,600.00	97,600.00
Swale Construction					
8	Construct an earthen swale 2' wide, 4" deep as indicated in project plans	1	Each	3,800.00	3,800.00
Curbs and Storm Drainage					
9	Construct new curbs per Detail "C1" (Sheet C800)	1	Each	9,200.00	9,200.00

10	Furnish and install 24" HDPE double-wall storm drain pipe at 1% minimum slope	2	Each	3,900.00	7,800.00
11	Furnish and install 18" HDPE double-wall storm drain pipe at 1% minimum slope	2	Each	3,400.00	6,800.00
Sewer Force Main Installation					
12	Furnish and install 4" C906-21 HDPE SDR 11 sewer force main with butt-fused joints and zero leak rate: • Minimum bending radius: 30' • Minimum cover: 4' • Construct thrust blocks at all angle bends per County of San Luis Obispo Standard Drawings W-1 and W-1a • Coordinate with CCSD staff for timing of final force main connections	1	Each	48,000.00	48,000.00
Landscaping					
14	Furnish and install landscape rock/boulders to retain up to 2' of soil per plan	1	Each	9,500.00	9,500.00
Utility Coordination					
15	Verify location and depth of all utilities prior to work	1	Each	5,000.00	5,000.00
Site Clearing and Demolition					
17	Perform all clearing and grubbing, including transport and disposal of removed materials	1	Each	11,000.00	11,000.00

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

Bid Number:
04-2026-14

Project Name/Description: Santa Rosa Well #4 Road and Sewer Improvement Project

for the sum of:

Bid Amount Spelled Out:
Three Hundred Thirty - Eight Thousand Eight Hundred Fifty Dollars & 00/100

Bid Amount (Dollar Amount - Numeric):	$ 338,850.00

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 **Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Initials C H
Addenda Nos. N/A received, acknowledged and incorporated into this Bid Proposal.

2 **Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal and "Attachment A" the following: (a) Bid Security; (b) Subcontractors List; and(c) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Request for Bid, the Instructions for Bidders, and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3 **Award of Contract.** If the Bidder submitting this Bid Proposal and "Attachment A" is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; and (d) the Certificate of Workers' Compensation Insurance. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4 **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature)

(Corporate Seal)

Charles Hartzell
(Typed or Printed Name)

President
(Title)

Attachment A to Bid Form

Bidders shall provide the following attachments after this page to complete their bid:

a.) **Bid Security**
b.) **Non-collusion Declaration**
c.) **Certificate of Workers Compensation**

Bid Bond

Bid Bond Number: CSBA-34751

CONTRACTOR:
(Name, legal status and address)
Hartzell General Engineering Contractor, Inc.
PO Box 771
Cayucos, CA 93430

SURETY:
(Name, legal status and principal place of business)
Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333

OWNER:
(Name, legal status and address)
Cambria Community Services District
5500 Heath Ln
Cambria, CA 93428

This document has important legal consequences. Consultation with An attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered Plural where applicable.

BOND AMOUNT: Ten Percent (10%) of the Amount Bid
PROJECT: Bid No. 04-2026-14, Santa Rosa Well #4 Road and Sewer Improvement Project

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of April, 2026

Jessie Foster
(Witness) Jessie Foster

Hartzell General Engineering Contractor, Inc.
(Principal) *(Seal)*

(Title) Charles Hartzell, President

Laura Conlon
(Witness) Laura Conlon

Amerisure Mutual Insurance Company
(Surety) *(Seal)*

(Title) Shaunna Rozelle Ostrom, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 04/24/2026 before me, Laura Conlon, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
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.

LAURA CONLON
COMM. #2521232
Notary Public-California
ORANGE COUNTY
My Comm. Expires Jun 20, 2029

Signature _____ **(Seal)**
Laura Conlon

AMERISURE SURETY

Bond No. CSBA-34751

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

ARTURO AYALA, DANIEL HUCKABAY, FRANK MORONES, STEPHANIE MCCLAIN,
DWIGHT REILLY, SHAUNNA ROZELLE OSTROM, CHELSEA LIBERATORE, BENJAMIN WOLFE,
BEN STONG, ADRIAN LANGRELL, ROBERT WOOD and MAGDALENA R. WOLFE

of Commercial Surety Bond Agency, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION ($100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"**RESOLVED,** that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to anycertificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

AMERISURE MUTUAL INSURANCE CORPORATE SEAL 2000 MICHIGAN

AMERISURE INSURANCE CORPORATE SEAL 1968 MICHIGAN

By: _____
Michael A. Ito, Senior Vice President Surety

By: _____
Aaron Green, Vice President Surety

AMERISURE PARTNERS INSURANCE CORPORATE SEAL 2000 MICHIGAN

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of February, 2026.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Michigan
County of Oakland

On this 10th day of February, 2026, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

STATE OF MICHIGAN NOTARY PUBLIC

KAY L. AIRTON
My Commission Expires
August 16, 2031
County of Livingston
Acting in the County of OAKLAND

Kay L. Airton
Kay Airton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of April, 2026.

_____
Christopher M. Spaude, Chief Financial Officer & Treasurer

ACKNOWLEDGMENT

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

State of California
County of San Luis Obispo)

On April 28, 2026 before me, Jessie Foster, Notary Public
(insert name and title of the officer)

personally appeared Charles Hartzell,
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.

JESSIE FOSTER
Notary Public - California
San Luis Obispo County
Commission # 2504128
My Comm. Expires Nov 8, 2028

Signature Jessie Foster (Seal)

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, Charles Hartzell declare that I am the authorized representative of President, 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 May 15, 2026, at Cayucos [city], California [state].

Charles Hartzell, President

(Signature and Title of Declarant)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT:

I, Charles Hartzell the President

of Hartzell General Engineering Contractor,Inc , declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Hartzell General Engineering Contractor, Inc
(Contractor Name)

By: _____
(Signature)

Charles Hartzell, President
(Typed or printed name)

HARTZELL
GENERAL ENGINEERING CONTRACTOR, INC.

Project Experience

HGEC, Inc Completed Projects

- **Wasco Well 13**
  - Owner: City of Wasco
  - Contracted With: City of Wasco
  - Reference Contact: Alberto Martinez 661-758-7273 almartinez@cityofwasco.org
  - Project Location: Wasco Well No13 Site, Wasco Ave, Wasco, CA 93280
  - Work Performed: Well Site Development
  - Contract Amount: $4,315,075/$5,138,225
  - Contract Complete: 2025
- **Baron Canyon Water System Drought Relief and Resilience Project – Well Equipping and Pipeline**
  - Owner: Department of State Hospitals
  - Contracted With: Department of State Hospitals
  - Reference Contact: Michael Salyer 916-53-1021
  - Project Location: Atascadero State Hospital, 10333 El Camino Real, Atascadero, CA 93422
  - Work Performed: Equipping Production Well, New Booster Pump Station & Conveyance Pipeline
  - Contract Amount: $656,744/$688,372
  - Contract Complete: 2025
- **Paso Robles Sherwood Neighborhood Waterline Upgrades**
  - Owner: City of Paso Robles
  - Contracted With: City of Paso Robles
  - Reference Contact: Charlie Gray 805-554-7407
  - Project Location: Sherwood Neighborhood, Paso Robles
  - Work Performed: Replacement of Water Mains and Service Laterals
  - Contract Amount: $2,054,840/$2,274,240.32
  - Contract Complete: 2025
- **Oak Shores Effluent Pump Station Rehabilitation**
  - Owner: County of San Luis Obispo
  - Contracted With: County of San Luis Obispo
  - Reference Contact: Jimmy Tomac 805-801-5310
  - Project Location: Oak Shores
  - Work Performed: Effluent Pump Station Rehabilitation
  - Contract Amount: $594,350/$592,812
  - Contract Complete: 2025
- **Los Osos Community Park Recycled Water Conversion**
  - Owner: County of SLO
  - Contracted With: County of SLO
  - Reference Contact: Jimmy Tomac 805-801-5310
  - Project Location: Los Osos Community Center, 2180 Palisades Ave, Los Osos, CA
  - Work Performed: Converting Irrigation System to Recycled Water
  - Contract Amount: $166,145/$166,145
  - Contract Complete: 2025
- **Monarch Grove Elementary School Recycled Water Conversion**
  - Owner: County of SLO
  - Contracted With: County of SLO
  - Reference Contact: Jimmy Tomac 805-801-5310
  - Project Location: Monarch Elementary School, 348 Los Osos Valley Road Los Osos, CA 93402
  - Work Performed: Converting Irrigation System to Recycled Water
  - Contract Amount: $333,275/$333,275
  - Contract Complete: 2025

1000635426 - Hartzell General Engineering Contractor, Inc

Customer Account Lookup

PWCR	1000635426
Legal Entity Name	Hartzell General Engineering Contractor, Inc
Contractor Status	DIR Approved
Doing Business As (DBA)	Hartzell General Engineering Contractor, Inc
CSLB	1024896
Business Structure	Corporation - S corp
Business Phone	8056108113
President	Charles Hartell
Ext	
Email	office@hartzellco.com
Registration Start Date	2024-07-01
Registration End Date	2026-06-30

Crafts

Operating Engineer | LABORER | Teamster (Work on a construction site) | Carpenter | Cement Mason

Address

Mailing Address	148 N Ocean AveSte 2
Physical Address	PO Box 771
Mailing Address - City	Cayucos
Physical Address - City	Cayucos
Mailing Address - State	CA
Physical Address - State	CA
Mailing Address - Zip	93430
Physical Address - Zip	93430
Mailing Address - Country	United States
Physical Address - Country	United States

Related Lists

Registration Dates (5)

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1024896

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/24/2026 3:55:22 PM

Business Information

HARTZELL GENERAL ENGINEERING CONTRACTOR INC
PO BOX 771
CAYUCOS, CA 93430
Business Phone Number:(805) 610-8113

Entity Corporation
Issue Date 03/17/2017
Reissue Date 08/25/2020
Expire Date 08/31/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.
Bond Number: 30043615
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual CHARLES RANDAL HARTZELL certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 08/25/2020

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY OF ILLINOIS
Policy Number:WC339024100
Effective Date: 08/05/2025
Expire Date: 08/05/2026
Workers' Compensation History

Workers' compensation classification code(s):
62201 - Excavation-high wage
63161 - Water Mains Construction-high wage
6308 - Sewer Construction-high wage

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Miscellaneous Information

- 08/25/2020 - LICENSE REISSUED TO ANOTHER ENTITY

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to Hartzell General Engineering Contractor

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

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

Printed on 2026-04-24

9 Vehicles

TRUCRS Fleet Identification
195573

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

HARTZELL GENERAL ENGINEERING CONTRACTOR, 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

192540

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

DESIGNATION OF SUBCONTRACTORS

In accordance with the provisions of Public Contract Code section 4100 et seq., the undersigned Bidder sets forth the following:

a. The name, location of the place of business, and California contractors license number of each Subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's Total Bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars ($10,000), whichever is greater.*

b. The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.

Bid Item No.	Description of Trade/Portion of Work	Subcontractor Name	License No.	DIR Reg No.**	Business Address	Percent of Total Bid
	N/A					

By: Hartzell General Engineering Contractor, Inc
(Bidder's Company Name)