

Rialto Utility Authority
FINAL CONSTRUCTION WORK AUTHORIZATION

Project Title:

Sycamore Sewer Lift Station Upgrade Project

Approved By Rialto City Council/Rialto Utility Authority:

City Council/Rialto Utility Authority Item Number:

Amended By Rialto City Council/Rialto Utility Authority:

Not Applicable

Approval by Rialto Utility Authority of Conceptual Design Report:

Approved on: Not Available

Approval by Rialto Utility Authority of Substantial Complete Design:

Approved on: Not Available

Received by:

Rialto Water Services, LLC

By: _____

Name & Title: Rolf Ohlemutz, Rialto Water Services General Manager

Date: _____

Issued on Behalf of Rialto Utility Authority by:

By: _____

Name & Title: _____

Date: _____

Attachments:

FINAL CONSTRUCTION WORK AUTHORIZATION

SYCAMORE LIFT STATION UPGRADES PROJECT

Project

Upgrade the Sycamore Sewer Lift Station

Scope of Work

The Sycamore Lift Station upgrade project includes removal and replacement of existing submersible pumps, removal and replacement of existing pump discharge piping and valving including replacement of existing pipe supports inside the wet well, minor concrete repairs to above grade portions of the wet well, recoating existing vent cover, install new electrical equipment and demolish old electrical equipment, installation of an emergency power generator, remove and replace chain link fence and man gate, install flow meter and concrete vault, and other appurtenances.

Cost Estimate

See Attachment 1 – Final Cost Sheet with total cost of \$ and breakdown costs.

Schedule

N/A

Notice of Inviting Bids, Request for Bid (RFB) and Clarifications

See Attachment 2

Contractor Firm Proposals

Ferreira Construction- See Attachment 3

W.M. Lyles - See Attachment 4

ATTACHMENT 1 – Cost Breakdown Sheet

	Description	Cost
1	Lump Sum Costs	\$845,500.00
2	Project Contingency	\$84,550.00
3	Project Management and Construction Management Services by Rialto Water Services/Veolia	\$126,825.00
	Total FCWA Amount Requested	\$1,056,875.00

ATTACHMENT 2 – Request for Bids Package



**VEOLIA WATER WEST OPERATING SERVICES, INC.
IN THE CITY OF RIALTO**

REQUEST FOR PROPOSAL (RFP)

FOR RECEIVING BIDS ON:

**PROJECT: SYCAMORE SEWER LIFT STATION
UPGRADE**

METHOD: *Design, Bid, Build*

Bid Opening: September 17, 2021 @ 437 N Riverside Ave., Rialto, CA 92376

**Veolia Water
Capital Improvement Projects
437 N Riverside Ave., Rialto, CA 92376**

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NOTICE INVITING SEALED PROPOSALS (BIDS)
FOR THE CONSTRUCTION OF
SYCAMORE SEWER LIFT STATION UPGRADE PROJECT
FOR
CITY OF RIALTO
THROUGH DESIGN-BID-BUILD PROJECT DELIVERY METHOD

Veolia hereby requests sealed bids for the Sycamore Sewer Lift Station Upgrade project consisting of removal and replacement of existing submersible pumps, removal and replacement of existing pump discharge piping and valving including replacement of existing pipe supports inside the wet well, minor concrete repairs to above grade portions of the wet well, recoating existing vent cover, install new electrical equipment and demolish old electrical equipment, installation of an emergency power generator, remove and replace chain link fence and man gate, install flow meter and concrete vault, and other appurtenances. Bids will be received by Chandrasekar Venkatramen through email (chandrasekar.venkatramen@veolia.com) and/or Veolia Customer Service Office located at 437 N Riverside, Rialto, CA 92376. All bid forms must be completed in full or the bid will not be considered. Emailed bids must be received at the due date and time.

Mandatory Site Walk held Friday, August 20, 2021 @ 11AM. The jobsite location is at the cul-de-sac near 1967 N. Sycamore Ave., Rialto, CA 92376.

Bids are due by Friday, September 17, 2021 by 5:00PM PST.

Disclosure of award and bids are subject to internal discussion and evaluation and will be revealed no later than September 30, 2021.

Veolia reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder and reject all other bids, as it may best serve the interest of Veolia Water and/or Rialto Water Services (RWS). If a bid is accepted, it will be combined with other project costs (owner purchased equipment, construction management, etc.) and presented to Rialto Utility Authority and RWS for approval. Although we believe that the project will be approved, there is no guarantee of authorization of the project, project proceeding, or ratification of a contract. The bidder shall guarantee the Total Bid Price for a period of 90 Calendar days from the date of bid submittal.

As a condition of award, the successful bidder must provide proof of insurance. Insurance certificates shall list City of Rialto, Rialto Utility Authority, Rialto Water Services, and Union Bank N.A. as additionally insured. Automobile, general liability, and workers compensation insurance are required. Contractor shall thoroughly understand insurance requirements provided in Schedule R9 and under the Subcontract Exhibit G. Contractors bidding this project must have a Class A License in good standing to bid this project. Upon awarding the contractors shall also obtain a business license with the City of Rialto and any other permits needed.

Your quotation should include all labor, supervision, material, supplies, equipment, inspections, and any other incidentals required for the work as described in the enclosed documents provided. Your firm is presumed to hold all necessary licenses and other qualifications, and your work will be required to meet all local, state and federal codes, laws, rules and regulations.

Any discrepancies you may discover among documents provided and applicable laws, rules, codes, or regulations should be brought to Veolia's attention with your quotation. For purposes of pricing the work, you should assume that the most stringent of the foregoing requirements will apply to your work. Should you be awarded a Subcontract, no additional compensation will be granted for compliance with any of these requirements.

Should your review of the Scope documents indicate that cost and/or schedule savings might be realized through the use of alternate materials, modified configurations, or more efficient layouts (all without compromising function, interfaces, or quality), Veolia may consider detailed alternate proposals in addition to the base-bid proposal. Alternates may be considered only if submitted along with the base bid proposal.

Do not submit any project correspondence such as RFI's, bids, questions, etc. to the City of Rialto directly, these are to be returned to Veolia who is the Prime Contractor for Rialto Water Services. All questions relative to this RFP shall be in writing utilizing the *Request for Information* (RFI) Form found in this bid package, and emailed to; **Chandrasekar Venkatramen and Michelle McLey** at chandrasekar.venkatramen@veolia.com and michelle.mcleys@veolia.com.

The RFI submission deadline is September 3, 2021. Veolia will respond to bid RFI's no later than close of business **September 10, 2021** unless extensions are granted by an extended due date for bids. Responses will be made by email, call or as seen necessary by Veolia.

Bidder confirms that bidder and all subcontractors are bound by and signatory to a collective bargaining agreement with a labor organization whose jurisdiction covers the type of work to be performed, that is 1) either currently affiliated with, or previously affiliated with as of January 1, 2001, the Building and Construction Trades Department of the AFL-CIO; and 2) whose collective bargaining agreement or other applicable documentation provides a mechanism for the expeditious resolution of jurisdictional disputes, and 3) that observes area standards for wages and other terms and conditions of employment, including fringe benefits."

Veolia is an equal opportunity employer. Minority business enterprises and women's business enterprises are encouraged to submit proposals. The parties acknowledge and agree that their obligations under this Agreement are subject to, and conditioned upon, the approval of City/RUA and a Final Work Authorization by RWS. If these conditions precedent fail to occur, this Agreement will terminate without further notice or action by either party.

General History and Description of Work

History:

The sewer lift station near 1967 N. Sycamore Avenue near the 210 freeway is in need of upgrades.

Scope:

Chosen subcontractor shall provide removal and replacement of existing submersible pumps, removal and replacement of existing pump discharge piping and valving including replacement of existing pipe supports inside the wet well, minor concrete repairs to above grade portions of the wet well, recoating existing vent cover, install new electrical equipment and demolish old electrical equipment, installation of an emergency power generator, remove and replace chain link fence and man gate, install flow meter and concrete vault, and other appurtenances

Provide and furnish all measures, administrative, facilities, equipment, labor, material, logistics, insurance, bonds, and design for the project. See attached Bid Schedule, Specifications, and Plans.

BIDDER'S REFERENCE/EXPERIENCE

Bidders must be Union. The following statements as to experience of the bidder are submitted in conjunction with the bid as part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the bid extends over a period of _____ years. The bidder has completed at least three (3) construction projects of a similar nature and size to the subject project. Similar projects shall have included installation of sewer of a similar size and nature to the project sewer replacement, in live sewer lines within an urban setting.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him except as follows (name any and all exceptions and reasons therefore):

The following contracts have been satisfactorily completed in the last five (5) years for the persons, firms, or authorities indicated, and to whom reference is made (name five (5) contracts) of these three. At least two (2) of the listed will have been the same or almost the same project for another client:

<i>Year</i>	<i>Type of Work</i>	<i>Contract Amount</i>	<i>Location and for Whom Performed</i>

BIDDER'S REFERENCE FINANCIAL

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

<i>Name of Bank</i>	<i>Address</i>

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Name of Surety Company _____

Name of Surety Company _____

Signature of Bidder _____

Title _____

BID FORM

BID TO VEOLIA

SYCAMORE SEWER LIFT STATION UPGRADES PROJECT

Name of Bidder _____

Business Address _____

Mailing Address _____

Phone Number _____ Place of Residence _____

Pursuant to and in compliance with your Notice to Contractors and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the construction of **SYCAMORE SEWER LIFT STATION UPGRADES PROJECT** all in strict conformity with the plans and specifications, the Department of Transportation Standard Plans, the Standard Specifications, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, the General Prevailing Wage Rates, latest issue, and other contract documents, including all Addenda on file in the office of the City Engineer of the City of Rialto for the contract unit prices hereinafter set forth. The following documents are attached in this bid or will be provided before commencement of Work:

- Notice Inviting Sealed Proposals (Bids)
- Bidder's Reference
- Bidder's Reference Financial
- Bid Schedule and Addenda Acknowledgement
- Subcontractors
- Non-Collusion Affidavit
- Bid Bond
- Compliance with IRCA
- Certificate of Contractor
- Performance Bond
- Payment Bond
- Contractor Certificate Regarding Workers' Compensation
- Certificate of Insurance
- Insurance Endorsements
- Sample Agreement
- Request for Information (RFI) form

The undersigned as bidder declares that the only persons or parties interested in this bid as principals are those named herein, that this bid is made without collusion with any person, firm, or corporation, and he proposes and agrees if this bid is accepted that he will execute a contract with Veolia substantially in the form of the contract; the bidder once awarded the bid will accept in full payment thereof for the following lump sum cost and unit prices, to with:

BID SCHEDULE

The bid schedule and addenda acknowledgement form shall be attached to and included within the Contract Documents.

A completely signed and dated bid schedule shall be submitted with this document.

BID BOND

(This or other official form is acceptable)

We, _____ as
Principal,

and _____ as Surety, jointly and
severally, bind ourselves, our heirs, representatives, successors and assigns, as set
forth herein, to the

VEOLIA WATER WEST OPERATING SERVICES INC.

(herein called City) for payment of the penal sum of _____

_____ Dollars (\$ _____), lawful money
of the United States. Principal has submitted the accompanying bid for the construction
of

SYCAMORE SEWER LIFT STATION UPGRADE PROJECT

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by Veolia, at the price designated by his bid, and files two bonds with Veolia, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by Veolia, and carries all insurance in type and amount which conforms to the Contract Documents and furnishes required certificates and endorsements thereof, 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 Veolia 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. Bid Bond shall be 100% of the total amount bid.

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

Executed on _____, 20____

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

_____ (Telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

SUBCONTRACTORS

Pursuant to the provisions of Section 4100 to 4113 inclusive, of the Government Code of the State of California, every bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one half (1/2) of one percent (1%) of the Bidder's total bid. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the Bidder's total bid, he agrees to perform that portion himself. The following is the required list of subcontractors:

BIDDER'S LIST OF SUBCONTRACTORS

(Use extra sheet if necessary)

<u>Type of Work</u>	<u>Name and Address of Subcontractors</u>	<u>Contractor's License No.</u>

Signature of Bidder

Date

NON-COLLUSION AFFIDAVIT

_____, being first a
duly

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

Bidder

State of California)
County of) ss.

On this _____ day of _____, 20____, before me personally came _____ to me known, or proven to be on the basis of satisfactory evidence, who being duly sworn, did depose and say: that _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrument on behalf of said bidder.

In witness whereof, I have signed and affixed my official seal on the date first above written.

Notary Public

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT ("IRCA")

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

Signature of Bidder

Date

CERTIFICATE OF CONTRACTOR

I, _____, certify that I am a/the _____ [designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary] in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am associated is _____; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this contract on behalf of the above-named entity.

ATTEST:

Name _____
(Please Type)

Title _____

On this _____ day of _____, 20____, before me personally came _____ to me known, or proven to me on the basis of satisfactory evidence, who being duly sworn, did depose and say: that (he/she) is an authorized representative of the Contractor and acknowledged to me that (he/she) executed the within instrument on behalf of said Contractor, _____.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

NOTARY PUBLIC

PAYMENT & PERFORMANCE BONDS

Please attach payment bond and performance bond rider which includes the following as additional obligees for each payment and performance bond separately:

- 1) Rialto Water Services ("RWS, LLC")
437 North Riverside Avenue
Rialto CA 92376
- 2) Rialto Utility Authority, a California joint powers authority, ("RUA")
335 West Rialto Avenue
Rialto CA 92376
- 3) Union Bank, N.A.
350 California Street, 11th Floor
San Francisco, CA 94104

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS'
COMPENSATION**

Description of Contract: **SYCAMORE SEWER LIFT STATION UPGRADES
PROJECT**

Labor Code Section 3700 Provides (in part):

"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, 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 employees."

I am aware of the provisions of Section 3700 of the Labor Code which 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 the work of this contract.

Dated: _____, 20____
(Contractor)

By _____

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the City prior to performing any work under this contract.)

INSURANCE

Insurance and other details are included in Schedule R.5 and its attachments. Attach insurance certificates for all required insurances and include the following below as additional insured for each insurance form including insurance form C G 20 12:

- 1) Rialto Water Services ("RWS, LLC")
437 North Riverside Avenue
Rialto CA 92376
- 2) Rialto Utility Authority, a California joint powers authority, ("RUA")
335 West Rialto Avenue
Rialto CA 92376
- 3) Union Bank, N.A.
350 California Street, 11th Floor
San Francisco, CA 94104

Please pay special attention to Section 2.4.1 on amounts of Excess/Umbrella Liability Insurance under Schedule R.5 in Exhibit G.

CERTIFICATE OF INSURANCE

Description of Contract: Veolia
SYCAMORE SEWER LIFT STATION UPGRADE PROJECT

Type of Insurance: Liability Insurance

THIS IS TO CERTIFY that the following policies have been issued by the below-stated company in conformance with the requirements of Schedule R9 and Exhibit G from the Subcontract and are in force at this time:

POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY In Thousands (000)
--------------------------	----------------------------	---

	A.	GENERAL LIABILITY		
		General Aggregate	\$ _____	
		Products-Comp Ops	\$ _____	
		Aggregate	\$ _____	
		Personal and	\$ _____	
		Advertising	\$ _____	
		<u>Injury</u>	\$ _____	
		<u>Each Occurrence</u>	\$ _____	
		Fire Damage	\$ _____	
		(any one fire)	\$ _____	
		Medical Expense	\$ _____	
		(any one person)	\$ _____	
			Each <u>Occurrence</u>	AGGREGATE
	B.	EXCESS GENERAL LIABILITY	\$ _____	\$ _____
	C.	AUTOMOBILE LIABILITY		
		Bodily Injury	\$ _____	
		(Each Person)	\$ _____	
		Bodily Injury	\$ _____	
		(Each Accident	\$ _____	
		Property Damage	\$ _____	
		Or	\$ _____	
		Bodily Injury and	\$ _____	
		Property Damage	\$ _____	
		Combined Single Limit	\$ _____	
			Each <u>Occurrence</u>	AGGREGATE
	D.	EXCESS AUTOMOBILE LIABILITY	\$ _____	\$ _____

The following types of coverage are included in said policies (indicate by "X" in space):

A. GENERAL LIABILITY

Commercial Form	YES___ NO___
Premises-Operations	YES___ NO___
Explosion and Collapse Hazard	YES___ NO___
Underground	YES___ NO___
Products/Completed Operations	YES___ NO___
Contractual Insurance	YES___ NO___
Broad Form Property Damage	YES___ NO___
Independent Contractors	YES___ NO___
Personal Injury and Advertising Injury	YES___ NO___

B. EXCESS GENERAL LIABILITY

Following Form	YES___ NO___
----------------	--------------

C. AUTOMOBILE LIABILITY

Business Auto Form Including Loading and Unloading	YES___ NO___
Owned	YES___ NO___
Hired	YES___ NO___
Non-Owned	YES___ NO___

D. EXCESS AUTOMOBILE LIABILITY

Following Form	YES___ NO___
----------------	--------------

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

The Company will give at least 30 days' written notice to the City and the Engineer/Architect prior to any cancellation of said policies.

Named Insured (Contractor)

Insurance Company

Street Number

Street Number

City and State

City and State

By _____
(Company Representative)

(SEE NOTICE ON PAGE 5)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have a "B+" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Rating.

SAMPLE
SUBCONTRACT AGREEMENT:

SCHEDULE R3 AGREEMENT FORM
PROVIDED AS ATTACHMENT

Article 31. Contract Documents and Order of Precedence

This Contract, together with any Attachments hereto (all of which are incorporated herein by this reference) shall comprise this Contract and shall together be referred to as the "Contract Documents."

Upon discovery, the Contractor shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of Contract Documents or Applicable Legal Requirements and shall cooperate in effecting a resolution of the same that is consistent with the principles expressed in this Article 31. In the event of any inconsistencies between this Contract and the other Contract Documents, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail:

- (i) duly authorized and executed Change Orders and written amendments to this Contract executed by both Parties;
- (ii) this Contract;
- (iii) the Attachments; and
- (iv) Drawings produced and delivered pursuant to this Contract (in respect of which, precedence shall be given to Drawings of a larger scale over those of smaller, figured dimensions on the Drawings shall control over scaled dimensions, and noted materials shall control over undimensioned graphic indications).

Where an irreconcilable conflict exists among Applicable Legal Requirements, this Contract, the Drawings and the specifications in the Materials, the earliest item mentioned in this sentence involving a conflict shall control over any later mentioned item or items subject to such conflict. Notwithstanding the foregoing terms of this Article 31, if a conflict exists within or between parts of the Contract Documents, or between the Contract Documents and Applicable Legal Requirements, the more stringent or higher quality requirements shall control. Where a conflict exists among Codes and Standards applicable to Seller's performance of the Work, the most stringent provision of such Codes and Standards shall govern.

Special Conditions

Notification Requirements

Contractor shall post notices to the local residences and businesses of when they will be working in the area.

The notice shall clearly state the estimated duration of the work and provide contact information, phone numbers and emails to the Project Manager and field foreman. The notices shall be posted 72 hours prior to performing any work in the area

CONTRACT / PROJECT SCHEDULE

Bidder shall provide a project schedule which shall reflect the progress that the contractor can make to the best of the contractor's ability.

REQUEST FOR INFORMATION (RFI)

DATE REQUESTED:	
SUBJECT / TOPIC:	
TO:	
FROM:	

REQUEST	
CAUSE FOR REQUEST	
SUGGESTION/ ATTACHMENT	
RESPONSE	

NOTE: Request will only be submitted in this format. Veolia shall have five (5) business days to provide a response which may or may not necessarily resolve the request. Veolia holds the right to, have the contractor research, investigate, study, test, field check or use any methods and means necessary and acceptable to industry standards for the resolution of requests after a notice to proceed.

BIDDERS CHECKLIST

Items Submitted for Bid Approval

1. Proposal (Bid Schedule & Addenda Acknowledgement Form attachment) signed with bid in numbers and words
2. Bid Bond & Pertinent Official Documents
3. Bidders Reference / Experience
4. List of Subcontractors

Items Submitted After Bid is Approved **(Require three original hard copies of each)**

5. O&M Schedule R3 - Lump Sum Subcontract Form
6. Insurance with additional insured and CG 20 12 form
7. Payment bond with additional obligee riders and Performance bond with additional obligee riders
8. Project Schedule
9. Certificate of Non-Collusion Affidavit
10. "IRCA"

Items after NTP is given

11. City Business License
12. Encroachment Permit
13. Material Submittals
14. Any other requested documents
15. Certified Payroll as requested



FROM: Chandrasekar Venkatraman
CC: Michelle McLey, Thomas Crowley, Rolf Ohlemutz, Bill Hanley,
Soheil Sadighi, Marlon Brosco and Mike Newton
Subject: Bid Addendum #1 - Sycamore Lift Station Upgrades Project
Date: September 16, 2021

Bidders on the above named project are hereby notified that the Bidding Documents are modified as indicated below. Bidders are required to acknowledge receipt of the Addendum #1 in the space provided in the Bid Schedule and Addenda Acknowledgement document and submit with the bid documents.

SPECIFICATIONS:

1. 2.05 Shade Structure: Attached, please find sample Shade Structure details from El Rancho Verde Sewer Lift Station. Contractors to provide and install identical Shade Structure at the Sycamore Lift Station as called out in Drawing Sheet #5 of 21. Contractors to provide a large enough footing for the wind loads shown in the City's standard specifications. Contractors to provide a submittal to City of Rialto's Building and Safety Department for approval of the footings and shade structure
2. 16210 Diesel Generator: Contractor shall be responsible for preparing all permit application documentation necessary for City of Rialto's signature and obtaining all necessary AQMD permits necessary to install and operate the Diesel Generator at the Sycamore Lift Station.
3. Bids are due by 10.30am on Tuesday, October 5th and will be opened on Tuesday, October 5th at 11am. Bids can be submitted by hard copy at Veolia Water West Operating Services located at 437 North Riverside Ave, Rialto, CA 92376 or via email. Successful bidder will be notified no later than October 7th, 2021 at 11am

Please let me know if you have any questions or comments.

Thank you.
Sincerely,

A handwritten signature in blue ink, appearing to read "Chandrasekar", is written over a light blue circular stamp.

Chandrasekar Venkatraman
Director - Capital Program Management (West)
M&C Business - VEOLIA NORTH AMERICA
Tel +1 909 341 8246
437 N. Riverside Avenue / Rialto, CA 92376



FROM: Chandrasekar Venkatraman
CC: Michelle McLey, Thomas Crowley, Rolf Ohlemutz, Bill Hanley,
Soheil Sadighi, Marlon Brosco and Mike Newton
Subject: Bid Addendum #2 - Sycamore Lift Station Upgrades Project
Date: October 11, 2021

Bidders on the above named project are hereby notified that the Bidding Documents are modified as indicated below. Bidders are required to acknowledge receipt of the Addendum #2 in the space provided in the Bid Schedule and Addenda Acknowledgement document and submit with the bid documents.

SPECIFICATIONS:

1. The submersible pumps shall be provided with Allen Bradley VFDs, so the speed flow rate can be controlled. Attached is a sample specification for the VFD. This VFD shall be installed in a weatherproof enclosure suitable for outdoor installation (equipped with any heating/cooling system as needed). This enclosure shall be mounted under the canopy for protection.
2. The retention on the project shall be 5% and not 10% as erroneously called out in the sample subcontract document.
Contractor shall provide the builder's risk insurance and shall add the City of Rialto and Rialto Water Services, LLC as additional insured.
3. In lieu of the aluminum H-20 rated (AASHTO H-20) hatch called for in the plans and the specifications, provide a galvanized traffic rated hatch with spring mechanism for ease of opening and closing of the hatch and a lock mechanism, so the hatch can be locked and secured.
4. Bids are due by 10.30am on Thursday, October 21st and will be opened on Thursday, October 21st at 10.45am. Bids should be submitted via email to chandrasekar.venkatraman@veolia.com and michelle.mcleys@veolia.com . Successful bidder will be notified no later than October 22nd, 2021 at 12pm

Please let me know if you have any questions or comments.

Thank you.
Sincerely,

A handwritten signature in blue ink, appearing to read "Chandrasekar", is written over the printed name.

Chandrasekar Venkatraman
Director - Capital Program Management (West)
M&C Business - VEOLIA NORTH AMERICA
Tel +1 909 341 8246
437 N. Riverside Avenue / Rialto, CA 92376

SECTION 16262

VARIABLE FREQUENCY DRIVES 0.50 – 50 HORSEPOWER

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Variable frequency drives (VFD) 0.5 to 50 horsepower for control of NEMA Design B squirrel cage induction motors.
- B. Related sections:
 - 1. Section 01330 - Submittal Procedures.
 - 2. Section 01756 - Commissioning.
 - 3. Section 16050 - Common Work Results for Electrical.
 - 4. Section 16222 - Low Voltage Motors Up To 500 Horsepower.

1.02 REFERENCES

- A. As specified in Section 16050.
- B. International Organization for Standardization (ISO):
 - 1. 9001 - Quality Management Systems - Requirements.
- C. National Electrical Manufacturers Association (NEMA):
 - 1. MGI, Part 31 – Motors with higher peak voltage capability.
- D. Underwriters' Laboratories (UL):
 - 1. 508A - Standard for Safety for Industrial Control Panels.
 - 2. 508C - Standard for Power Conversion Equipment.
 - 3. 845 - Standard for Motor Control Centers.

1.03 DEFINITIONS

- A. As specified in Section 16050.
- B. Specific definitions:
 - 1. Point of common coupling: the point of common coupling for all harmonic calculation and field measurements for both voltage and current distortions is defined as the closest directly connected bus supplying power to the VFD.

1.04 SYSTEM DESCRIPTION

- A. Design requirements:
 - 1. Each VFD system consists of all components required to meet the performance, protection, safety, testing, and certification criteria of this Section.

2. The VFD system:
 - a. Is a fully integrated package.
 - b. Includes all material necessary to interconnect all VFD system elements, even if shipped separately.
 3. Coordinate bearing protection methods with the supplier of the driven equipment.
- B. Any modifications to a standard product necessary to meet this Section shall be made only by the VFD manufacturer:
1. Each VFD shall be completely factory pre-wired, assembled, and then tested as a complete system by the VFD manufacturer to ensure a properly coordinated, fully integrated drive system.
 2. The VFD shall be capable of operating standard NEMA Design B motors. It is the responsibility of the VFD manufacturer to ensure that the drive will not damage motor insulation due to high carrier frequency, reflected wave, dv/dt or other drive electrical characteristics based upon the installed conditions:
 - a. Provide equipment necessary to mitigate potential damage to motor insulation.
 - b. Motors as specified in Section 16222.
- C. Performance:
1. Operating envelope:
 - a. Speed and torque requirements:
 - 1) Provide a variable torque or constant torque VFD as required by the driven load.
 - 2) The VFD shall be capable of producing a variable alternating voltage/frequency output to provide continuous operation over the 40 to 200 percent (25 to 120 hertz) speed range.
 - b. Current requirements:
 - 1) Full rated current output on a continuous basis.
 - 2) Variable torque VFD:
 - a) Minimum 110 percent current overload for 1 minute.
 - 3) Constant torque VFD:
 - a) Minimum 150 percent current overload for 1 minute.
 2. Minimum VFD system efficiency:
 - a. Ninety-six percent when operating at the rated kW output.
 - b. VFD system efficiency shall be calculated as follows:

$$\text{Efficiency (\%)} = \frac{\text{Power (Load)}}{\text{Power (Supply)}} \times 100$$

Power (Load) is the total power measured at the output terminals of the drive system, including VFD, output filters or transformers. Power (Supply) is the total power measured at the input terminals of the VFD including input filters, line reactors, isolation transformers, harmonic distortion attenuation equipment and auxiliary equipment (e.g., controls, fans) for complete system operation.

3. Total power factor:
 - a. Minimum of 0.96 lagging across the entire speed range.
 - b. At no speed shall the VFD have a leading power factor.
4. Frequency accuracy:
 - a. Minimum of within 0.01 percent.

5. Speed regulation:
 - a. Minimum of within 0.5 percent across the entire speed range.

1.05 SUBMITTALS

- A. Furnish submittals as specified in Sections 01330 and 16050:
 1. Custom prepared by the VFD manufacturer and specific for the equipment furnished.
- B. Product data:
 1. Manufacturer of the VFD.
 2. Manufacturer of all components of the VFD.
 3. Dimensions:
 - a. Height.
 - b. Width.
 - c. Depth.
 - d. Weight.
 4. Nameplate schedule.
 5. Bill of material.
 6. Ratings:
 - a. Voltage.
 - b. Phase.
 - c. Input current.
 - d. Output current.
 - e. Interrupting rating.
 - f. Momentary current rating.
 7. List of recommended spare parts.
 8. Catalog cut sheets for major components.
 9. Design data:
 - a. Efficiency and power factor values.
 - b. Certification that the drive is sized for the full nameplate motor horsepower and current of the driven load at the installed altitude and ambient temperature.
 - c. Certification that based upon VFD design, cable length to motor, and motor dielectric insulation level that the VFD will not damage motor insulation due to carrier frequency, reflected wave, dv/dt, or other VFD produced characteristics.
 - d. Certification that all electronic circuits and printed circuit boards are conformally coated.
 10. For equipment installed in structures designated as seismic design category C, D, E, or F submit the following as specified in Section 16050:
 - a. Manufacturer's statement of seismic qualification with substantiating test data.
 - b. Manufacturer's special seismic certification with substantiating test data.
- C. Shop drawings:
 1. Complete plan and elevation drawings showing:
 - a. All dimensions.
 - b. Panel, sub-panel and component layout indexed to the bill of material.
 - c. Conduit connections.

2. Block diagram showing the basic control and protection systems specifying the protection, control, trip and alarm functions, the reference signals and commands and the auxiliary devices.
 3. Complete schematic, wiring and interconnection diagrams showing connections to both internal and external devices:
 - a. Include terminal number and wire numbers.
 4. Complete single-line and 3-line diagrams including, but not limited to, circuit breakers, motor circuit protectors, contactors, instrument transformers, meters, relays, timers, control devices, and other equipment comprising the complete system:
 - a. Clearly indicate device electrical ratings on the drawings.
- D. Installation instructions:
1. Detail the complete installation of the equipment including rigging, moving, and setting into place.
 2. For equipment installed in structures designated as seismic design category A or B:
 - a. Provide manufacturer's installation instructions and anchoring details for connecting equipment to supports and structures.
 3. For equipment installed in structures designated as seismic design category C, D, E, or F:
 - a. Provide project-specific installation instructions and anchoring details based on support conditions and requirements to resist seismic and wind loads as specified in Section 16050.
 - b. Submit anchoring drawings with supporting calculations.
 - c. Drawings and calculations shall be stamped by a professional engineer registered in the state where the Project is being constructed.
- E. Operation and maintenance manuals:
1. Spare parts list with supplier names and part numbers.
 2. Startup and commissioning instructions and data.
 3. Operating manuals:
 - a. Submit operating instructions and a maintenance manual presenting full details for care and maintenance of each model of VFD provided under this Contract.
 4. Operating instructions:
 - a. Written descriptions detailing the operational functions of all controls on the front panel.
 5. Maintenance manual:
 - a. Furnish maintenance manuals with instructions covering all details pertaining to care and maintenance of all equipment as well as identifying all parts.
 - b. Manuals shall include, but are not limited to the following:
 - 1) Adjustment and test instructions covering the steps involved in the initial test, adjustment and start-up procedures.
 - 2) Detailed control instructions which outline the purpose and operation of every control device used in normal operation.
 - 3) All schematic wiring and external diagrams:
 - a) Furnish drawings in a reduced 11-inch by 17-inch format that are fully legible at that size.

- F. Test forms and reports:
 - 1. Submit complete factory acceptance test procedures and all forms used during the test.
- G. Manufacturer's Certificate of Installation and Functionality Compliance.
- H. Manufacturer's field reports:
 - 1. Report listing the setting of all VFD adjustable parameters and their values after start-up.
- I. Record Documents:
 - 1. Certified Record Documents of equipment with information listed above.

1.06 QUALITY ASSURANCE

- A. As specified in Section 16050.
- B. Qualifications:
 - 1. Any third party certification, safety or protection requirements shall be applied to the VFD system as a whole. Certification or protection of system elements or individual components by themselves is not acceptable.
 - 2. VFDs shall be UL 508C listed and labeled:
 - a. UL 508C for individual units.
 - b. UL 508A for VFD systems in control panels.
 - c. UL 845 for VFD systems in motor control centers.
 - 3. Variable frequency drives shall be manufactured by the VFD manufacturer at its own facility which shall have a quality assurance program that is certified in conformance with ISO 9001.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. As specified in Section 16050.
- B. Ship the VFDs and associated equipment to the job site on a dedicated air ride vehicle that will allow the Contractor to utilize on site off-loading equipment:
 - 1. VFDs shall be delivered to the site preassembled and wired.
- C. Furnish temporary equipment heaters within the VFD to prevent condensation from forming.

1.08 PROJECT OR SITE CONDITIONS

- A. As specified in Section 16050.

1.09 SEQUENCING

- A. Conduct factory acceptance test and submit certified test results for Engineer's review.
- B. Ship equipment to project site after successful completion of factory acceptance test.
- C. Assemble equipment in the field.

- D. Conduct field acceptance test and submit results for Engineer's review.
- E. Submit Manufacturer's Certification of Installation and Functionality Compliance.
- F. Conduct Owner's training sessions.
- G. Commissioning and process start-up as specified in Section 01756.

1.10 SCHEDULING

- A. As specified in Section 16050.

1.11 WARRANTY

- A. As specified in Section 16050.

1.12 SYSTEM START-UP

- A. As specified in Section 16050.
- B. The VFD manufacturer shall be responsible for start up of the VFDs in the presence of the equipment suppliers, Contractor, Engineer and Owner.

1.13 OWNERS INSTRUCTIONS (NOT USED)

1.14 MAINTENANCE

- A. Spare parts:
 - 1. The following spare parts shall be furnished:
 - a. One complete VFD of each size furnished.
 - b. Any special dedicated tools for emergency service and troubleshooting.
 - c. All hardware and software required for configuration, maintenance, troubleshooting and inquiry of all drive parameters.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. One of the following or equal:
 - 1. Eaton/Cutler-Hammer.
 - 2. Allen-Bradley.
 - 3. Schneider Electric/Square D.
 - 4. General Electric.

2.02 EXISTING PRODUCTS (NOT USED)

2.03 MATERIALS (NOT USED)

2.04 MANUFACTURED UNITS (NOT USED)

2.05 EQUIPMENT

- A. General:
 - 1. Sinusoidal pulse width modulated (PWM) type drive:
 - a. Six-pulse insulated gate bipolar transistor (IGBT) power section.
 - b. Microprocessor based controls.
 - c. Line and load reactors.
- B. Ratings:
 - 1. Voltage:
 - a. Input voltage as indicated on the Drawings.
- C. Operational features:
 - 1. Protective features:
 - a. Provide the following minimum protective features:
 - 1) Motor overload protection.
 - 2) Instantaneous overcurrent.
 - 3) Instantaneous overvoltage.
 - 4) Undervoltage.
 - 5) Power unit overtemperature.
 - 6) Phase loss.
 - 7) VFD output short circuit.
 - 2. Control mode:
 - a. Operation in either a constant volts/hertz or sensorless vector mode:
 - 1) The control mode selectable using the programming keypad.
 - 3. Frequency control:
 - a. Minimum of 3 selectable skip frequencies with adjustable bandwidths.
 - b. Programmable minimum frequency.
 - c. Programmable maximum frequency.
 - 4. Acceleration/deceleration:
 - a. Separately adjustable acceleration and deceleration rates:
 - 1) Each rate adjustable from 0.01 to 1,800 seconds.
 - 5. Spinning load:
 - a. The VFD shall be capable of determining the speed and direction of a spinning load, "catch" the load and accelerate or decelerate it without damage to the load.
 - 6. Programmable loss of signal:
 - a. Upon loss of speed reference the VFD shall be programmable to either:
 - 1) Stop.
 - 2) Maintain current speed.
 - 3) Default to pre-selected speed.
 - 7. Power interrupt ride-through:
 - a. The VFD shall be capable of continuous operation in the event of a power loss of 5 cycles or less.
 - 8. Inputs/Outputs:
 - a. Manufacturer's standard number the following:
 - 1) Analog inputs:
 - a) Configurable as either 0 to 10 volts or 4 to 20 milliamperes.
 - 2) Analog outputs:
 - a) Programmable 4 to 20 milliamperes isolated.
 - 3) Discrete inputs:
 - a) Programmable.

- 4) Discrete outputs:
 - a) Programmable.
 - b) Form C relay contacts.
 - 5) Potentiometer 3-wire input.
 - b. Provide additional inputs/outputs as required to meet the control functions indicated on the Drawings.
- 9. Communications:
 - a. Provide each VFD with a Ethernet I/P communications interface module.
- 10. Diagnostics:
 - a. Store a minimum of 4 fault conditions in non-volatile memory on a first in-first out basis.
 - b. Operational parameters stored at the time of a the fault:
 - 1) Operating frequency.
 - 2) Drive status.
 - 3) Power mode.
 - c. Fault memory accessible via RS-232, RS-422 or RS-485.
- 11. Automatic restart:
 - a. User selectable automatic restart feature allowing the VFD to restart following a momentary power failure or other VFD fault:
 - 1) Programmable for up to 9 restart attempts.
 - 2) Adjustable time delay between restart attempts.

2.06 COMPONENTS

- A. Enclosure:
 - 1. Motor control center.
 - 2. Provide cooling devices required to maintain the VFD within the manufacturer's specified temperature limits for the Project conditions:
 - a. Provide cooling device failure alarm.
- B. Power disconnect:
 - 1. Motor circuit protector, MCP.
 - 2. Lockable in the OFF position.
- C. Reactors:
 - 1. Line reactors: 3 percent input and 3 percent output.
- D. Keypad:
 - 1. Provide each VFD with a keypad for programming and control.
 - 2. Keypad requirements:
 - a. Password security to protect drive parameters.
 - b. Mounted on the door of the motor control center.
 - c. Back-lit LCD:
 - 1) Minimum of 2 lines with a minimum of 16 characters per line.
 - d. Programming and display features language: English.
 - e. Capable of displaying the following parameters:
 - 1) Speed (percent).
 - 2) Output current (amperes).
 - 3) Output frequency (hertz).
 - 4) Input voltage.
 - 5) Output voltage.
 - 6) Total 3-phase kilowatt.

- 7) Kilowatt-hour meter.
 - 8) Elapsed run time meter.
 - 9) Revolutions per minute.
 - 10) Direct current bus voltage.
 3. In addition to all keys required for programming, provide the following controls on the keypad:
 - a. Auto/manual selector.
 - b. Start pushbutton.
 - c. Stop pushbutton.
 - d. Jog pushbutton.
 - e. Speed increment.
 - f. Speed decrement.
 - g. Forward/reverse selector.
 - h. Run LED indicator.
 - i. Program LED indicator.
 - j. Fault LED indicator.
 4. Provide the VFD with the hardwired controls as indicated on the Drawings.
- E. Control power transformer:
 1. Furnish a control power transformer mounted and wired inside the VFD enclosure.
 2. With primary and secondary fusing.
 3. Sized to power all VFD controls and options as well as any external devices indicated on the Drawings including the motor winding heater.

2.07 ACCESSORIES

- A. Metal oxide varistors:
 1. Provide protection for the VFD against:
 - a. Line transients: 5,000 volt peak minimum.
 - b. Line to ground transients: 7,000 peak minimum.
- B. Conformal coating:
 1. Provide conformal coating material applied to electronic circuitry and printed circuit boards to act as a protection against moisture, dust, temperature extremes, and chemicals such as H₂S and chlorine.

2.08 MIXES (NOT USED)

2.09 FABRICATION (NOT USED)

2.10 FINISHES

- A. Enclosure finish shall be manufacturer's standard gray.

2.11 SOURCE QUALITY CONTROL (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION (NOT USED)

3.02 PREPARATION (NOT USED)

3.03 INSTALLATION

- A. As specified in Section 16050.
- B. Install the equipment in accordance with the accepted installation instructions and anchorage details to meet the seismic and wind load requirements at the Project site.
- C. General:
 - 1. Furnish all cables, conduit, lugs, bolts, expansion anchors, sealants, and other accessories needed to complete the installation of the VFD (free-standing or within motor control center).
 - 2. Assemble and install the VFD in the locations and with the layouts indicated on the Drawings.
 - 3. Perform work in accordance with manufacturer's instructions and shop drawings.
 - 4. Furnish components and equipment as required to complete the installation.
 - 5. Replace any hardware lost or damaged during the installation or handling to provide a complete installation.
 - 6. Provide openings in top or bottom of the VFD (free-standing or within motor control center) enclosure for conduit only, no additional openings will be allowed:
 - a. Improperly cut holes will require that the entire panel be replaced:
 - 1) No hole closers or patches will be allowed.
 - 7. Bundle circuits together and terminate in each unit:
 - a. Tie with nylon wire ties.
 - b. Label all wires at each end with wire numbers shown on the approved control drawings.
 - c. All connections to and from the VFD (free-standing or within motor control center) enclosure must be made via terminal blocks.

3.04 ERECTION, INSTALLATION, APPLICATION, CONSTRUCTION (NOT USED)

3.05 REPAIR/RESTORATION (NOT USED)

3.06 RE-INSTALLATION (NOT USED)

3.07 COMMISSIONING

- A. As specified in Section 01756.
- B. Source testing (Factory Acceptance Tests):
 - 1. Owner and Engineer will witness the Factory Acceptance Test as specified in Section 16050.
 - 2. General:
 - a. Incoming inspection of components and raw materials based on strategic supplier base and experience.
 - b. All VFDs furnished under this Section shall be tested and inspected as specified below. Testing of VFDs based on sampling plans is not allowed.
 - c. The testing procedures specified are the minimum acceptable requirements. The manufacturer may perform additional tests at its discretion.

3. Failure of any component during testing requires repair of the faulted component and complete retest.
4. Tests:
 - a. Perform manufacturer's standard factory acceptance tests.
- C. Provide Manufacturer's Certificate of Installation and Functionality Compliance as specified in Section 01756.
- D. Owner training:
 1. As specified in Sections 01756 and 16050.

3.08 FIELD QUALITY CONTROL

- A. As specified in Section 16050.
- B. Provide the services of a VFD manufacturer representative for startup assistance and training:
 1. Inspection and field adjustment:
 - a. Supervise the following and submit written certification that the equipment and controls have been properly installed, aligned, adjusted, and readied for operation.
 2. Startup field testing:
 - a. Provide technical direction for testing, checkout, and startup of the VFD equipment in the field.
 - b. Under no circumstances are any portions of the drive system to be energized without authorization from the manufacturer's representative.

3.09 ADJUSTING

- A. Make all adjustments as necessary and recommended by the manufacturer, Engineer, or testing firm.
- B. Provide the services of a VFD manufacturer factory technician to make all drive parameters and protective device settings:
 1. Protective device settings provided by the VFD manufacturer in accordance with the manufacturer of the driven equipment requirements.
 2. Provide documentation of VFD settings included but not limited to:
 - a. Minimum speed.
 - b. Maximum speed.
 - c. Skip speeds.
 - d. Current limit.
 - e. Acceleration time.
 - f. Deceleration time.

3.10 CLEANING

- A. As specified in Section 16050.

3.11 PROTECTION

- A. As specified in Section 16050.

3.12 SCHEDULES (NOT USED)

END OF SECTION

ATTACHMENT 3 – Bid from Ferreira Construction

BID FORM

BID TO VEOLIA

SYCAMORE SEWER LIFT STATION UPGRADES PROJECT

Name of Bidder Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co.

Business Address 10370 Commerce Center Drive Suite B200 Rancho Cucamonga CA 91730

Mailing Address Same as business address

Phone Number (909) 606 - 5900 Place of Residence NA

Pursuant to and in compliance with your Notice to Contractors and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the construction of **SYCAMORE SEWER LIFT STATION UPGRADES PROJECT** all in strict conformity with the plans and specifications, the Department of Transportation Standard Plans, the Standard Specifications, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, the General Prevailing Wage Rates, latest issue, and other contract documents, including all Addenda on file in the office of the City Engineer of the City of Rialto for the contract unit prices hereinafter set forth. The following documents are attached in this bid or will be provided before commencement of Work:

- Notice Inviting Sealed Proposals (Bids) ✓
- Bidder's Reference ✓
- Bidder's Reference Financial ✓
- Bid Schedule and Addenda Acknowledgement ✓
- Subcontractors ✓
- Non-Collusion Affidavit ✓
- Bid Bond ✓
- Compliance with IRCA ✓
- Certificate of Contractor ✓
- Performance Bond
- Payment Bond
- Contractor Certificate Regarding Workers' Compensation
- Certificate of Insurance
- Insurance Endorsements
- Sample Agreement
- Request for Information (RFI) form

The undersigned as bidder declares that the only persons or parties interested in this bid as principals are those named herein, that this bid is made without collusion with any person, firm, or corporation, and he proposes and agrees if this bid is accepted that he will execute a contract with Veolia substantially in the form of the contract; the bidder once awarded the bid will accept in full payment thereof for the following lump sum cost and unit prices, to with:

BID SCHEDULE

The bid schedule and addenda acknowledgement form shall be attached to and included within the Contract Documents.

A completely signed and dated bid schedule shall be submitted with this document.

BID BOND

(This or other official form is acceptable)

Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co.
We, 10370 Commerce Center Drive, Suite B-200, Rancho Cucamonga, CA 91730 as
Principal,

and Berkshire Hathaway Specialty Insurance Company as Surety, jointly and
severally, bind ourselves, our heirs, representatives, successors and assigns, as set
forth herein, to the

VEOLIA WATER WEST OPERATING SERVICES INC.

(herein called City) for payment of the penal sum of _____

Ten Percent Of The Total Amount Bid

_____ Dollars (\$ 10%), lawful money
of the United States. Principal has submitted the accompanying bid for the construction
of

SYCAMORE SEWER LIFT STATION UPGRADE PROJECT

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by Veolia, at the price designated by his bid, and files two bonds with Veolia, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by Veolia, and carries all insurance in type and amount which conforms to the Contract Documents and furnishes required certificates and endorsements thereof, 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 Veolia 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. Bid Bond shall be 100% of the total amount bid.

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

Executed on October 21, 2021

Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co.
PRINCIPAL

(Seal if Corporation)

By

Title

Brandon Pensick - Vice President

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Berkshire Hathaway Specialty Insurance Company (name and address of Surety)

1314 Douglas Street, Suite 1400

Omaha, NE 68102-1944

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

Berkshire Hathaway Specialty Insurance Company

707 Wilshire Boulevard, 48th Floor, Los Angeles, CA 90017

(516) 387-1170

(Telephone number of Surety's agent in California)

(Attach Acknowledgment)

Berkshire Hathaway Specialty Insurance Company
SURETY

By

Marisol Mojica
Marisol Mojica, Attorney-in-Fact

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Bernardino)On October 21, 2021 before me, Marla K. Gibbins, Notary Public

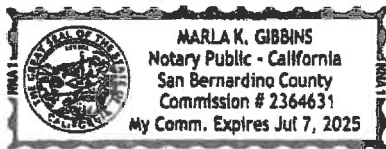
Date

*Here Insert Name and Title of the Officer*personally appeared Brandon Pensick*Name(s) of Signer(s)*

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

Marla K. Gibbins*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 21st DAY OF October, 2021 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

Sandy S. James-Browne
Notary Public
State of New Jersey
My commission expires September 19, 2025



**Berkshire Hathaway
Specialty Insurance**

23063

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Marisol Mojica, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

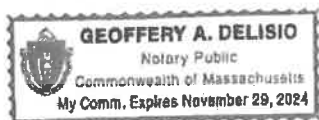


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing Instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this October 21, 2021.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhsspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at: (855) 433-9673, via email at claims@bhsspecialty.com, via fax to (617) 507-9259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	<u>12/31/2020</u>	<u>12/31/2019</u>	<u>12/31/2018</u>
Total invested assets	\$ 5,475,240,588	\$ 5,172,183,338	\$ 4,313,185,189
Premium & agent balances (n	603,615,506	368,086,012	301,849,144
All other assets	157,897,676	127,524,677	140,930,406
Admitted Assets	<u>\$ 6,236,753,770</u>	<u>\$ 5,667,794,027</u>	<u>\$ 4,755,964,739</u>

LIABILITIES & SURPLUS*

	<u>12/31/2020</u>	<u>12/31/2019</u>	<u>12/31/2018</u>
Loss & loss exp. unpaid	\$ 921,923,948	\$ 834,745,558	\$ 463,103,223
Unearned premiums	372,836,160	314,117,549	241,835,588
All other liabilities	1,054,922,210	744,738,458	570,628,148
Total Liabilities	<u>2,349,682,318</u>	<u>1,693,601,565</u>	<u>1,275,566,959</u>
Total Policyholders' Surplus	<u>3,887,071,452</u>	<u>3,974,192,463</u>	<u>3,480,397,780</u>
Total Liabilities & Surplus	<u>\$ 6,236,753,770</u>	<u>\$ 5,667,794,028</u>	<u>\$ 4,755,964,739</u>

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

SUBCONTRACTORS

Pursuant to the provisions of Section 4100 to 4113 inclusive, of the Government Code of the State of California, every bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one half (1/2) of one percent (1%) of the Bidder's total bid. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the Bidder's total bid, he agrees to perform that portion himself. The following is the required list of subcontractors:

BIDDER'S LIST OF SUBCONTRACTORS

(Use extra sheet if necessary)

[illegible]

NON-COLLUSION AFFIDAVIT

Brandon Pensick, being first a
duly

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


Bidder

State of California)
) ss.
County of)

On this _____ day of _____, 20____, before me personally
came _____ to me known, or proven to be on the basis of
satisfactory evidence, who being duly sworn, did depose and say: that
_____ is an authorized representative of the
_____ and acknowledged to me that
_____ executed the within instrument on behalf of
said bidder.

In witness whereof, I have signed and affixed my official seal on the date first above
written.

Please see attached

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Bernardino)On October 21, 2021 before me, Marla K. Gibbins, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

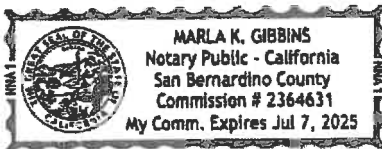
Brandon Pensick

Name(s) of Signer(s)

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

Marla K. Gibbins

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

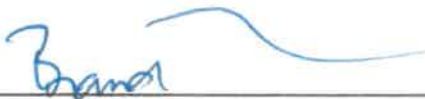
☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT ("IRCA")

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).




Signature of Bidder

10.21.2021
Date

CERTIFICATE OF CONTRACTOR

I, Brandon Pensick, certify that I am a/the Vice President [designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary] in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am associated is Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co. that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this contract on behalf of the above-named entity.



ATTEST:



Name Bree Scott
(Please Type)

Title Senior Estimator

On this _____ day of _____, 20____, before me personally came _____ to me known, or proven to me on the basis of satisfactory evidence, who being duly sworn, did depose and say: that (he/she) is an authorized representative of the Contractor and acknowledged to me that (he/she) executed the within instrument on behalf of said Contractor, _____.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Please see attached

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Bernardino)On October 21, 2021 before me, Marla K. Gibbins, Notary Public,

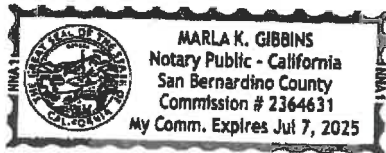
Date

Here Insert Name and Title of the Officer

personally appeared Brandon Pensick

Name(s) of Signer(s)

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

Marla K. Gibbins

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — ☐ Limited ☐ GeneralIndividual ☐ Attorney In FactTrustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

<i>Year</i>	<i>Type of Work</i>	<i>Contract Amount</i>	<i>Location and for Whom Performed</i>
	Please see attached		

BIDDER'S REFERENCE FINANCIAL

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

<i>Name of Bank</i>	<i>Address</i>
Sterling National Bank	400 Rella Boulevard Montebello NY 10901

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Name of Surety Company Berkshire Hathaway Specialty Insurance Company

Name of Surety Company _____

Signature of Bidder Brandon

Title Brandon Pensick - Vice President

Ferrelra Construction CO., Inc. dba Ferrelra Coastal Construction Projects

Sewer Projects

PCC Job #	Project Name	Owner Name	Client	Contact Name & Number	Description of Work	Location	Value	Start Date	End Date	Bond
231	Scott Johnson	Riverside County	Clark Construction	Toney Gallivan (442) 930-9720	Installed 400 ft of 10" & 480 ft of 12" pvc sewer lines, three 48" diameter sewer manholes & one 60" diameter manhole with flume. Installation of flow meter and sampling stations with infiltration collection.	Indio	\$1,500.00	7/15/2017	5/1/2021	
258	Scott Johnson	United States of America	Adkinson/Clark Construction, IV	Albert Veldhuis (619) 578-2863	Installation of new sewer lines from 3" up to 12". Two new sewer lift stations and discharge systems. Installation of new storm drain lines from 3" up to 42". New storm drain lift station at approximately 30' deep with water quality treatment devices, five total. Storm drain aluminum arch culvert crossings (4 total). Oil stop separator devices for storm drain system (2 total). Fire & Domestic water distribution lines 6" & 8". Approximately 3,000ft each. Recycled water 2,500 ft. lines 1" through 6".	San Ysidro, CA	\$5,212,066.00	10/1/2016	6/1/2020	Y
1621	Scott Johnson	Town Of Apple Valley	Riverside Construction	Jason Moore- (951) 682-8306	Remove Existing 10" Sewer Pipe and Manholes, Install new 3,000 LF of 18" PVC sewer pipe and 16 Sewer manholes, Install temporary by-pass system	Apple Valley, CA	\$466,726.00	6/1/2016	7/16/2016	Y
1638	Bree Scott	City of Corona	City of Corona	Peter Ranney- (951) 736-2778	Install 420 LF of 27" VCP Sewer Main & 3- Sewer Manholes	Corona, CA	\$295,529.00	6/27/2016	11/1/2016	Y
1660	Bree Scott	Orange County Transit Authority	Woodcliff Corporation	Mike Fadulion- (310) 312-1400	Install 300 LF of 36" VCP Sewer & 2- Sewer Manholes including sewer bypass system & 2-Tie-ins	Laguna Hills, CA	\$312,035.00	9/16/2016	11/16/2016	Y
1665	Scott Johnson	Viola Water West Operating Services, Inc.	Viola Water West Operating Services, Inc.	Chandrasekar Venkatraman (909) 820-3771	Install 2100 LF of new 12" HDPE sewer line through pipe bursting method. Installation of 9 new manholes, 31 new sewer lateral connections. By-pass existing 8" sewer line during bursting existing line and installation of new line.	Rialto, CA	\$432,500.00	7/1/2017	10/5/2018	Y
1666	Scott Johnson	Viola Water West Operating Services, Inc.	Viola Water West Operating Services, Inc.	Chandrasekar Venkatraman (909) 820-3771	Install 1600 LF of new 12" HDPE sewer line through pipe bursting method. Installation of 9 new manholes, 31 new sewer lateral connections. By-pass existing 8" sewer line during bursting existing line and installation of new line.	Rialto, CA	\$655,821.00	7/1/2017	10/5/2018	Y
1684	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Lisa Munoz- (909) 933-1600	Install 1255 LF of 15" & 18" Sewer Pipe, 48" Manholes & Drop Manholes, 6" sewer lateral, connect to lift station, 8" HDPE sewer by-pass	Fontana, CA	\$992,240.00	12/16/2016	6/17/2017	Y
5092	Scott Johnson	City of Rialto	Rialto Company LLC	Daniel Coburn (909) 292-8301	Installation of new VCP sewer lines, 8" vcp = 3,133 ft, 10" VCP = 4,271 LF and 15" VCP = 1,711 ft. Installed 22EA 48" diameter manholes & 10EA 60" manholes. Removed 1,848 ft of existing 15" sewer.	Rialto, CA	\$1,028,892.00	3/1/2017	6/20/2018	Y
5096	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Ryan Walker- (909) 993-1600	Wastewater Manhole Upgrades & Collection System Upgrades	Ontario, CA	\$284,738.00	9/1/2017	9/1/2018	Y
5134	Scott Johnson	Lamar Homes	Lamar Homes	Ryan Combe- (909) 444-1600	Sewer and Storm Drain Improvements: 8" Extra Strength VCP Sewer Main-4,106LF; 48" Precast Concrete Manhole-35 EA; 4" VCP Sewer Lateral & House Cleanout - 3,143 LF; Backwater Check Valve - 57 EA	Fontana, CA	\$603,940.00	10/23/2017	12/29/2017	Y
5141	Bree Scott	City of Los Angeles	City of Los Angeles	William Benson (213) 440-9138	On-Call emergency sewer and storm drain repairs - 3 year contract	Los Angeles, CA	\$5,000,000.00	1/18/2019	Current	Y
5195	Scott Johnson	City of Rialto	MP Rialto, LLC	Brian Nledkula, 909-628-6294, brian@keuzengheers.com	Install 1867 LF - 8" VCP; 210LF - 6" VCP; 9 - 60" Sewer Manhole; 3-6" Sewer cleanout	Rialto, CA	\$ 566,419.00	5/29/2019	8/29/2019	Y
5225	Bree Scott	Moulton Niguel Water District	Moulton Niguel Water District	Erin Warr, 949-833-2500; ewarr@mwnwd.com	Yard Improvements - Retaining Walls, Fences, Gates, Lighting & Driveway Improvements. Water and Sewer Service Upgrade	Mission Viejo, CA	\$ 1,397,722.00	12/9/2018	4/1/2021	Y
5250	Javier Flores	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Josh Blasdale jblasdale@ieua.org (909) 993-1683	Install 79 manhole frame and covers and associated appurtenances	Ontario and Chino, CA	\$507,235.00	2/4/2019	7/1/2019	Y

BID SCHEDULE AND ADDENDA ACKNOWLEDGEMENT FORM

BID TO: VEOLIA WATER WEST OPERATING SERVICES, INC.

BID FROM: Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co.

The undersigned Bidder proposes and agree, if this Bid is accepted, to enter into an Agreement with the Veolia in the form included in the contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

SYCAMORE SEWER LIFT STATION UPGRADES

Bidder accepts all of the terms and conditions of the Contract Documents.

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Contract Documents, and will furnish the insurance certificates, Performance Bond, Payment Bond, Warranty Bond, and all Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents, including the following Addenda, receipt of which is hereby acknowledged:

Addendum Number <u>1</u>	Date Received: <u>09.16.2021</u>
Addendum Number <u>2</u>	Date Received: <u>10.13.2021</u>
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements

(federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

In conformance with the current statutory requirements of the California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

I am aware of the provision of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions, before commencing the performance of the Work of this Contract.

To all the foregoing, and including all Bid Schedule(s), List of Subcontractors, Non-Collusion Declaration, Bidder's General Information, and Bid Bond contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the aforementioned Bid Schedule(s)

Dated: 10.21.2021

By: 
(Signature)

Printed Name: Brandon Pensick

Title: Vice President

BID SCHEDULE**Schedule of Prices for Construction of the:
SYCAMORE SEWER LIFT
STATION UPGRADES**

Description	Estimated Quantity	Unit	Amount
Mobilization & demobilization	1	LS	\$ 42,000.00
Remove and replace existing 4-ft tall chain link fence and man-gate with new 6-ft tall chain link fence and man-gate	1	LS	\$ 24,900.00
Provide and Install new electrical equipment and generator	1	LS	\$ 215,000.00
Coordinate and oversee existing lift station flow bypass.	1	LS	\$ 138,100.00
Remove and dispose of existing submersible pumps, 4-in diameter discharge piping, and wet well pipe supports	1	LS	\$ 13,500.00
Install new submersible pumps, 6-in diameter discharge piping and valving, and wet well pipe supports	1	LS	\$ 164,500.00
Remove existing slide gate and install new 10-inch diameter plug valve and steel elbow within wet well	1	LS	\$ 16,200.00
Remove ultrasonic sensing devices and replace with pressure transducers in wet well	1	LS	\$ 4,400.00
Install flowmeter and vault	1	LS	\$ 117,600.00
Remove, recoat and reinstall existing vent cover	1	LS	\$ 3,600.00
Repair concrete on above grade exterior of wet well	1	LS	\$ 6,100.00
Test equipment	1	LS	\$ 7,900.00
All other work as required by plans and specifications.	1	LS	\$ 91,700.00

BID SCHEDULE

(Continued)

TOTAL OF ALL ITEMS OF THE BID SCHEDULE:

\$ 845,500.00

(Price in figures)

eight hundred forty-five thousand five hundred dollars and

(Price in words)

0 cents

Schedule of Prices for Construction of the:

SYCAMORE SEWER LIFT STATION UPGRADES

SPECIAL NOTE:

In the event of any "missing" bid items or scope of work not otherwise included or identified in the Bid Schedule, but indicated or required by the Plans and Specifications, the Contractor shall prosecute the work as required by the Plans and Specifications, and payment for any "missing" bid items or scope of work shall be included in the various bid items of work, and no additional payment will be allowed therefore.

Ferreira Construction Co. Inc. dba

Ferreira Coastal Construction Co.

Name of Bidder or Firm

ATTACHMENT 4 – Bid from W.M. Lyles

NOTICE INVITING SEALED PROPOSALS (BIDS)
FOR THE CONSTRUCTION OF
SYCAMORE SEWER LIFT STATION UPGRADE PROJECT
FOR
CITY OF RIALTO

THROUGH DESIGN-BID-BUILD PROJECT DELIVERY METHOD

Veolia hereby requests sealed bids for the Sycamore Sewer Lift Station Upgrade project consisting of removal and replacement of existing submersible pumps, removal and replacement of existing pump discharge piping and valving including replacement of existing pipe supports inside the wet well, minor concrete repairs to above grade portions of the wet well, recoating existing vent cover, install new electrical equipment and demolish old electrical equipment, installation of an emergency power generator, remove and replace chain link fence and man gate, install flow meter and concrete vault, and other appurtenances. Bids will be received by Chandrasekar Venkatramen through email (chandrasekar.venkatramen@veolia.com) and/or Veolia Customer Service Office located at 437 N Riverside, Rialto, CA 92376. All bid forms must be completed in full or the bid will not be considered. Emailed bids must be received at the due date and time.

Mandatory Site Walk held Friday, August 20, 2021 @ 11AM. The jobsite location is at the cul-de-sac near 1967 N. Sycamore Ave., Rialto, CA 92376.

Bids are due by Friday, September 17, 2021 by 5:00PM PST.

Disclosure of award and bids are subject to internal discussion and evaluation and will be revealed no later than September 30, 2021.

Veolia reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder and reject all other bids, as it may best serve the interest of Veolia Water and/or Rialto Water Services (RWS). If a bid is accepted, it will be combined with other project costs (owner purchased equipment, construction management, etc.) and presented to Rialto Utility Authority and RWS for approval. Although we believe that the project will be approved, there is no guarantee of authorization of the project, project proceeding, or ratification of a contract. The bidder shall guarantee the Total Bid Price for a period of 90 Calendar days from the date of bid submittal.

As a condition of award, the successful bidder must provide proof of insurance. Insurance certificates shall list City of Rialto, Rialto Utility Authority, Rialto Water Services, and Union Bank N.A. as additionally insured. Automobile, general liability, and workers compensation insurance are required. Contractor shall thoroughly understand insurance requirements provided in Schedule R9 and under the Subcontract Exhibit G. Contractors bidding this project must have a Class A License in good standing to bid this project. Upon awarding the contractors shall also obtain a business license with the City of Rialto and any other permits needed.

Veolia
Sycamore Sewer Lift Station Upgrades

Notice Inviting Sealed Proposals (Bids)
BF -3

Your quotation should include all labor, supervision, material, supplies, equipment, inspections, and any other incidentals required for the work as described in the enclosed documents provided. Your firm is presumed to hold all necessary licenses and other qualifications, and your work will be required to meet all local, state and federal codes, laws, rules and regulations.

Any discrepancies you may discover among documents provided and applicable laws, rules, codes, or regulations should be brought to Veolia's attention with your quotation. For purposes of pricing the work, you should assume that the most stringent of the foregoing requirements will apply to your work. Should you be awarded a Subcontract, no additional compensation will be granted for compliance with any of these requirements.

Should your review of the Scope documents indicate that cost and/or schedule savings might be realized through the use of alternate materials, modified configurations, or more efficient layouts (all without compromising function, interfaces, or quality), Veolia may consider detailed alternate proposals in addition to the base-bid proposal. Alternates may be considered only if submitted along with the base bid proposal.

Do not submit any project correspondence such as RFI's, bids, questions, etc. to the City of Rialto directly, these are to be returned to Veolia who is the Prime Contractor for Rialto Water Services. All questions relative to this RFP shall be in writing utilizing the *Request for Information* (RFI) Form found in this bid package, and emailed to; **Chandrasekar Venkatramen and Michelle McLey at chandrasekar.venkatramen@veolia.com and michelle.mcleys@veolia.com.**

The RFI submission deadline is September 3, 2021. Veolia will respond to bid RFI's no later than close of business **September 10, 2021** unless extensions are granted by an extended due date for bids. Responses will be made by email, call or as seen necessary by Veolia.

Bidder confirms that bidder and all subcontractors are bound by and signatory to a collective bargaining agreement with a labor organization whose jurisdiction covers the type of work to be performed, that is 1) either currently affiliated with, or previously affiliated with as of January 1, 2001, the Building and Construction Trades Department of the AFL-CIO; and 2) whose collective bargaining agreement or other applicable documentation provides a mechanism for the expeditious resolution of jurisdictional disputes, and 3) that observes area standards for wages and other terms and conditions of employment, including fringe benefits."

Veolia is an equal opportunity employer. Minority business enterprises and women's business enterprises are encouraged to submit proposals. The parties acknowledge and agree that their obligations under this Agreement are subject to, and conditioned upon, the approval of City/RUA and a Final Work Authorization by RWS. If these conditions precedent fail to occur, this Agreement will terminate without further notice or action by either party.

General History and Description of Work

History:

The sewer lift station near 1967 N. Sycamore Avenue near the 210 freeway is in need of upgrades.

Scope:

Chosen subcontractor shall provide removal and replacement of existing submersible pumps, removal and replacement of existing pump discharge piping and valving including replacement of existing pipe supports inside the wet well, minor concrete repairs to above grade portions of the wet well, recoating existing vent cover, install new electrical equipment and demolish old electrical equipment, installation of an emergency power generator, remove and replace chain link fence and man gate, install flow meter and concrete vault, and other appurtenances

Provide and furnish all measures, administrative, facilities, equipment, labor, material, logistics, insurance, bonds, and design for the project. See attached Bid Schedule, Specifications, and Plans.

BIDDER'S REFERENCE/EXPERIENCE

Bidders must be Union. The following statements as to experience of the bidder are submitted in conjunction with the bid as part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name for 75 years. Experience in work of a nature similar to that covered in the bid extends over a period of 74 years. The bidder has completed at least three (3) construction projects of a similar nature and size to the subject project. Similar projects shall have included installation of sewer of a similar size and nature to the project sewer replacement, in live sewer lines within an urban setting.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him except as follows (name any and all exceptions and reasons therefore):

The following contracts have been satisfactorily completed in the last five (5) years for the persons, firms, or authorities indicated, and to whom reference is made (name five (5) contracts) of these three. At least two (2) of the listed will have been the same or almost the same project for another client:

<i>Year</i>	<i>Type of Work</i>	<i>Contract Amount</i>	<i>Location and for Whom Performed</i>
2020	Wastewater Treatment plant Improvements	\$26,257,399	Bloomington, CA City of Rialto/Rialto Water Services, LLC Veolia Water West Operating Services, Inc
2021	Wastewater Reclamation Facility	\$32,584,180	Yucca Valley, CA Hi-Desert Water District
2019	Waste Water Construction	\$20,149,040	Palm Springs, CA City of Palm Springs
2017	Earthwork, piping, concrete Mechanical Equipment Installation, Etc.	\$1,385,824	Mission Viejo, CA Santa Margarita Water District

*See additional page attached.

BIDDER'S REFERENCE FINANCIAL

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

<i>Name of Bank</i>	<i>Address</i>
Citibank, N.A.	6715 N. Palm Ave., Suite 208, Fresno, CA 93704

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Name of Surety Company Liberty Mutual Insurance Company

Name of Surety Company _____

Signature of Bidder 

Title Grant J. Gourley,
Vice President

<i>Year</i>	<i>Type of Work</i>	<i>Contract Amount</i>	<i>Location and for Whom Performed</i>
2020	Water Reclamation	\$5,288,586	Palm Desert, CA Coachella Valley Water District

BIDDER'S REFERENCE FINANCIAL

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

<i>Name of Bank</i>	<i>Address</i>
SEE PRIOR PAGE	

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Name of Surety Company SEE PRIOR PAGE

Name of Surety Company SEE PRIOR PAGE

Signature of Bidder SEE PRIOR PAGE

Title SEE PRIOR PAGE

BID FORM

BID TO VEOLIA

SYCAMORE SEWER LIFT STATION UPGRADES PROJECT

Name of Bidder W. M. Lyles Co.

Business Address 525 W. Alluvial Ave., Suite B., Fresno, CA 93711

Mailing Address 525 W. Alluvial Ave., Suite B., Fresno, CA 93711

Phone Number (559) 441-1900 Place of Residence Fresno County (Corporate)

Pursuant to and in compliance with your Notice to Contractors and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the construction of **SYCAMORE SEWER LIFT STATION UPGRADES PROJECT** all in strict conformity with the plans and specifications, the Department of Transportation Standard Plans, the Standard Specifications, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, the General Prevailing Wage Rates, latest issue, and other contract documents, including all Addenda on file in the office of the City Engineer of the City of Rialto for the contract unit prices hereinafter set forth. The following documents are attached in this bid or will be provided before commencement of Work:

- Notice Inviting Sealed Proposals (Bids)
- Bidder's Reference
- Bidder's Reference Financial
- Bid Schedule and Addenda Acknowledgement
- Subcontractors
- Non-Collusion Affidavit
- Bid Bond
- Compliance with IRCA
- Certificate of Contractor
- Performance Bond
- Payment Bond
- Contractor Certificate Regarding Workers' Compensation
- Certificate of Insurance
- Insurance Endorsements
- Sample Agreement
- Request for Information (RFI) form

The undersigned as bidder declares that the only persons or parties interested in this bid as principals are those named herein, that this bid is made without collusion with any person, firm, or corporation, and he proposes and agrees if this bid is accepted that he will execute a contract with Veolia substantially in the form of the contract; the bidder once awarded the bid will accept in full payment thereof for the following lump sum cost and unit prices, to with:

BID SCHEDULE

The bid schedule and addenda acknowledgement form shall be attached to and included within the Contract Documents.

A completely signed and dated bid schedule shall be submitted with this document.

BID BOND

(This or other official form is acceptable)

We, W.M. Lyles Co. as
Principal,

and Liberty Mutual Insurance Company as Surety, jointly and
severally, bind ourselves, our heirs, representatives, successors and assigns, as set
forth herein, to the

VEOLIA WATER WEST OPERATING SERVICES INC.

(herein called City) for payment of the penal sum of _____
Ten percent of bid amount

_____ Dollars (\$ 10%), lawful money
of the United States. Principal has submitted the accompanying bid for the construction
of

SYCAMORE SEWER LIFT STATION UPGRADE PROJECT

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by Veolia, at the price designated by his bid, and files two bonds with Veolia, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by Veolia, and carries all insurance in type and amount which conforms to the Contract Documents and furnishes required certificates and endorsements thereof, 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 Veolia 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. Bid Bond shall be 100% of the total amount bid.

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

Executed on September 28, 2021

W.M. Lyles Co.

PRINCIPAL

(Seal if Corporation)

By

Grant J. Gourley (10-21-2021)
Title Grant J. Gourley, Vice President

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Liberty Mutual Insurance Company (name and address of Surety)

1340 Treat Blvd. Ste 400

Walnut Creek, CA 94597

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

Alliant Insurance Services, Inc.

9 E River Park Place East Ste 310

Fresno, CA 93720 (559) 374-3560

(Telephone number of Surety's agent in California)

(Attach Acknowledgment)

Liberty Mutual Insurance Company

SURETY

By

Bonnie Gonzalez
(Attorney-in-Fact) Bonnie Gonzalez

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

Riverside

On

10/21/2021

Date

before me,

Kathryn Jones

Here Insert Name and Title of the Officer

personally appeared

Grant Gourley

Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Civil Code § 1189

State of California)
) ss
County of Fresno)

WITNESS my hand and official seal.



L. Genito, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198004-984971

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____

all of the city of Fresno state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of November, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of September, 2021



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

Validity of this Power of Attorney call between 9:00 am and 4:30 pm EST on any business day.


SUBCONTRACTORS

Pursuant to the provisions of Section 4100 to 4113 inclusive, of the Government Code of the State of California, every bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one half (1/2) of one percent (1%) of the Bidder's total bid. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the Bidder's total bid, he agrees to perform that portion himself. The following is the required list of subcontractors:

BIDDER'S LIST OF SUBCONTRACTORS

(Use extra sheet if necessary)

[illegible]


Grant J. Gourley, Vice President of
W. M. Lyles Co.

10/21/2021
Date

BID SCHEDULE AND ADDENDA ACKNOWLEDGEMENT FORM

BID TO: VEOLIA WATER WEST OPERATING SERVICES, INC.

BID FROM: W. M. Lyles Co.

The undersigned Bidder proposes and agree, if this Bid is accepted, to enter into an Agreement with the Veolia in the form included in the contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

SYCAMORE SEWER LIFT STATION UPGRADES

Bidder accepts all of the terms and conditions of the Contract Documents.

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Contract Documents, and will furnish the insurance certificates, Performance Bond, Payment Bond, Warranty Bond, and all Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents, including the following Addenda, receipt of which is hereby acknowledged:

Addendum Number <u>1</u>	Date Received: <u>9/16/2021</u>
Addendum Number <u>2</u>	Date Received: <u>10/13/2021</u>
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements

(federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

In conformance with the current statutory requirements of the California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

I am aware of the provision of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions, before commencing the performance of the Work of this Contract.

To all the foregoing, and including all Bid Schedule(s), List of Subcontractors, Non-Collusion Declaration, Bidder's General Information, and Bid Bond contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the aforementioned Bid Schedule(s)

Dated: 10/5/2021

By: _____


(Signature)

Printed Name: Grant J. Gourley

Title: Vice President

BID SCHEDULE

Schedule of Prices for Construction of the: SYCAMORE SEWER LIFT STATION UPGRADES

Description	Estimated Quantity	Unit	Amount
Mobilization & demobilization	1	LS	\$ <u>25,000</u>
Remove and replace existing 4-ft tall chain link fence and man-gate with new 6-ft tall chain link fence and man-gate	1	LS	\$ <u>27,000</u>
Provide and Install new electrical equipment and generator	1	LS	\$ <u>518,000</u>
Coordinate and oversee existing lift station flow bypass.	1	LS	\$ <u>11,000</u>
Remove and dispose of existing submersible pumps, 4-in diameter discharge piping, and wet well pipe supports	1	LS	\$ <u>30,000</u>
Install new submersible pumps, 6-in diameter discharge piping and valving, and wet well pipe supports	1	LS	\$ <u>198,000</u>
Remove existing slide gate and install new 10-inch diameter plug valve and steel elbow within wet well	1	LS	\$ <u>21,000</u>
Remove ultrasonic sensing devices and replace with pressure transducers in wet well	1	LS	\$ <u>5,000</u>
Install flowmeter and vault	1	LS	\$ <u>88,000</u>
Remove, recoat and reinstall existing vent cover	1	LS	\$ <u>3,000</u>
Repair concrete on above grade exterior of wet well	1	LS	\$ <u>22,000</u>
Test equipment	1	LS	\$ <u>5,000</u>
All other work as required by plans and specifications.	1	LS	\$ <u>222,000</u>

**BID SCHEDULE
(Continued)**

TOTAL OF ALL ITEMS OF THE BID SCHEDULE:

\$ 1,175,000

(Price in figures)

ONE MILLION ONE HUNDRED SEVENTY FIVE THOUSAND

(Price in words)

Schedule of Prices for Construction of the:

**SYCAMORE SEWER LIFT
STATION UPGRADES**

SPECIAL NOTE:

In the event of any "missing" bid items or scope of work not otherwise included or identified in the Bid Schedule, but indicated or required by the Plans and Specifications, the Contractor shall prosecute the work as required by the Plans and Specifications, and payment for any "missing" bid items or scope of work shall be included in the various bid items of work, and no additional payment will be allowed therefore.

W. M. Lyles Co.

Name of Bidder or Firm