

FINAL CONSTRUCTION WORK AUTHORIZATION

RIVERSIDE AVE CENTRAL WATER IMPROVEMENTS PROJECT

Project

The Riverside Ave Central Water Improvement project includes potholing for locating service & hydrant lines, removal and replacement of approximately 950LF of water main, lowering service laterals, replacing fire hydrants, service lines, fire service lines; installing isolating valves on the side streets and relocating the PRV station at the intersection of Riverside Avenue and Randall Ave into the turning lane on Randall Ave to enable safe operation & maintenance of the valves and avoid traffic-related concerns.

The work will be conducted on Riverside Avenue between the Railroad lines to the North and San Bernardino Ave to the south in preparation for the Street Overlay and Reconstruction project for Central Riverside Avenue from Railroad tracks to San Bernardino Ave.

This is the second Phase of the multi-phase project - the first of which was successfully completed and closed out in March-2022.

Scope of Work

1. Construct 950± linear feet of 12-inch Class 350 Ductile Iron Pipe waterline along Riverside Avenue between Railroad Tracks and South Street including all required horizontal and vertical fittings and couplings, 12-inch and 8-inch resilient seated gate valves, thrust protection including restrained joints and thrust blocks and testing and disinfection of the lines prior to putting back in service.
2. Construct service connection laterals, install water meters and other appurtenances.
3. Chosen Subcontractor shall be responsible for installing “hot mix” temporary pavement after the work is complete and maintaining the temporary pavement for a period of approximately 2 months or until the permanent paving is completed by the City of Rialto.
4. Subcontractor shall be responsible for preparing and obtaining approvals on the Traffic Control Plans, implementing traffic control throughout the duration of the work.
5. Subcontractor shall be responsible for coordinating sequence of work, schedule and work with Veolia and if necessary, the City’s paving contractor to meet the City’s paving contractor’s paving schedules
6. Veolia shall provide Project Management, Construction Management, inspection support oversight, and engage the services of a Geotechnical consultant to provide compaction testing of all temporary pavement.

Cost Estimate

See Attachment 1 – Final Cost Sheet with total cost of \$2,982,691 and breakdown costs.

Schedule

Date for substantial & final completion is October 31, 2022.

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

See Attachment 2

Contractor Firm Proposals

C.P. Construction - See Attachment 3

Ferreira Construction- See Attachment 4

Approved By Rialto City Council/Rialto Utility Authority:

Date: _____ Tab Item No. _____

Issued by:

Rialto Utility Authority

By: _____

Name: Thomas J. Crowley, P.E.,

Title: Utilities Manager

Date: _____

Received by:

Rialto Water Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1 – Cost Breakdown Sheet



Rialto Riverside Ave Central Water Improvement Project

Sr.	ENTITY/ROLE	SCOPE	BASIS	COST
1	C.P. Construction	Provide and install approx 950LF of water main, potholing and replacement of water lines and services, fire hydrants, fire service lines, and isolation valves within Riverside Ave between Bonnie View Ave to San Bernardino Ave.. Relocation of the PRV Station at Randall Ave and Riverside Ave.	Lump Sum	\$ 2,159,401
2	Contractor-TBD	Geotechnical inspection for compaction testing of backfill and paving.	T&M NTE	\$ 50,000
Total Construction Costs				\$ 2,209,401
3	Veolia	Veolia mark up of 20% for design, bidding, and construction services. (Including design services to be provided by ERSCI)	Lumpsum	\$ 441,880
Total Project Costs for Design, Construction and Project Management services				\$ 2,651,281
4	City of Rialto	15% Project Contingency for unforeseen site conditions, utility conflicts etc	Allowances	\$ 331,410
Total Costs for Rialto Riverside Ave Central Water Improvement Project				\$ 2,982,691
* All permits are assumed to be no fee permits. No cost is included for permits				

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: RIVERSIDE AVE CENTRAL WATER
IMPROVEMENT PROJECT**

METHOD: *Design, Bid, Build*

**Bid Opening: July 14, 2022 by 11AM PST @ 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
RIVERSIDE AVE CENTRAL WATER IMPROVEMENT PROJECT
FOR
CITY OF RIALTO
THROUGH DESIGN-BID-BUILD PROJECT DELIVERY METHOD

Veolia hereby requests sealed bids for the Riverside Ave Central Water Improvement project consisting of the installation of approximately 950LF of water main, potholing for locating water lines and services, lowering service laterals, the replacement of fire hydrants, service lines, fire service lines, and the installation of isolating valves on side streets. The work also includes relocating the PRV station at the intersection of Riverside Avenue and Randall Ave.

Bids will be received by Chandrasekar Venkatramen & Michelle McLey through email (chandrasekar.venkatramen@veolia.com & michelle.mcley@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.

Bids are due by Thursday, July 14, 2022 by 11:00 AM Pacific Time.

Disclosure of award and bids are subject to internal discussion and evaluation and will be revealed no later than Friday, July 22, 2022.

A non-mandatory job walk will be held at 10:30 AM on Thursday, July 7th, 2022 at 334 S Riverside Ave, Rialto, CA 92376. Attendees shall park in the parking lot of George's Burgers.

Time is of the Essence. Upon execution of Subcontract with the successful subcontractor, the subcontractor shall complete all work on/before October 28, 2022. Subcontractor may work night shifts and weekends shifts as necessary to meet the project completion schedule with prior authorization and approval from Veolia and the City of Rialto. Liquidated Damages shall apply at the rate of \$1,500/day for each calendar day beyond October 31, 2022.

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.mcley@veolia.com.

The RFI submission deadline is July 8 , 2022. Veolia will respond to bid RFI's no later than close of business July 11, 2022 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:

This project consists of but not limited to the installation of approximately 950LF of water main, potholing for locating water lines and services, lowering service laterals, the replacement of fire hydrants, service lines, fire service lines, and the installation of isolating valves on side streets. The work also includes relocating the PRV station at the intersection of Riverside Avenue and Randall Ave.

The limits of the project are the Railroad Tracks on the North to San Bernardino Ave on the South along Riverside Avenue.

Scope:

1. Installation of 12” ductile iron pipe between the Railroad tracks to approx. 950 LF to South Street.
2. Subcontractor shall be responsible for potholing all connections to confirm existing size and type prior to ordering any materials.
3. Subcontractor shall lower service laterals, replace fire hydrants, service lines, fire service lines, and install isolating valves on the side streets as noted within the Contract Documents.
4. Service laterals shall be lowered to a minimum depth of 30” or greater.
5. Subcontractor shall abandon the existing water main and valve as noted within the Contract Documents.
6. Subcontractor shall relocate the PRV station at Randall Ave and Riverside Ave per the Contract Documents.
7. Subcontractor shall be responsible for installing permanent pavement (hot mix) after the work is complete .
8. Subcontractor shall be responsible for preparing and obtaining approvals on the engineered Traffic Control Plans, implementing traffic control throughout the duration of the work.
9. Subcontractor shall be responsible for obtaining no fee encroachment permit from the City of Rialto.

10. Subcontractor shall be responsible for coordinating the sequence of work and schedule.
11. Subcontractor shall be responsible to field fit pipes, valves, and appurtenances as required.
12. Subcontractor shall achieve minimum 90% compaction of the temporary pavement up to 1 ft below the surface.
13. Subcontractor shall engage the services of a Geotechnical consultant to provide compaction testing of all backfill and pavement. Subcontractor shall notify Veolia at least 48 hours in advance of any paving and testing activity.

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>

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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

RIVERSIDE AVE CENTRAL WATER IMPROVEMENT 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 **RIVERSIDE AVE CENTRAL WATER IMPROVEMENT 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

BID SCHEDULE AND ADDENDA ACKNOWLEDGEMENT FORM

BID TO: VEOLIA WATER WEST OPERATING SERVICES, INC.

BID FROM: _____

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:

RIVERSIDE AVE CENTRAL WATER IMPROVEMENT PROJECT

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 _____ Date Received: _____

Addendum Number _____ Date Received: _____

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: _____

By: _____
(Signature)

Printed Name: _____

Title: _____

BID SCHEDULE

Schedule of Prices for Construction of the: **RIVERSIDE AVE CENTRAL WATER IMPROVEMENT PROJECT**

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

Description	Qty	Unit	Unit Price	Total Price
Mobilization	1	LS		
Bonds & Insurance	1	LS		
Traffic Controls Plans and approval	1	LS		
Potholing to Locate Water Lines and Services	1	LS		
Lump sum costs to install approx. 950LF of 12-inch DIP pipe between RR tracks and South Street	1	LS		
Lump sum cost to install approx 85LF of 8-inch DIP	1	LS		
Testing and Chlorination	1	LS		
Relocation of the PRV Station at Randall Ave & Riverside Ave.as shown in the Contract Documents in accordance with the scope of work	1	LS		
Furnish and Install Valves	63	EA		
Furnish and Install Isolation Valves	13	EA		
Galvanized Services - Long	21	EA		
Galvanized Services - Short	22	EA		
PVC Schedule 40	2	EA		
Poly Services	4	EA		
Fire Services - Long	5	EA		
Fire Services - Short	3	EA		
Hydrant Laterals - Short laterals	16	EA		

Construct Tie-Ins	10	EA		
Install permanent hot mix paving and maintain throughout Work	1	LS		
All other work as required by plans and City's standard specifications	1	LS		
Demobilization	1	LS		
Closeout documentation, transmission of redline drawings	1	LS		
Total construction costs (US \$)				

**BID SCHEDULE
(Continued)**

<p>TOTAL OF ALL ITEMS OF THE BID SCHEDULE:</p> <p>\$ _____</p> <p style="text-align: center;">(Price in figures)</p> <p>_____</p> <p style="text-align: center;">(Price in words)</p>
--

Schedule of Prices for Construction of the:

**RIVERSIDE AVE CENTRAL WATER IMPROVEMENT
PROJECT**

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.

Name of Bidder or Firm

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

RIVERSIDE AVE CENTRAL WATER IMPROVEMENT 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: **RIVERSIDE AVE CENTRAL WATER IMPROVEMENT
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
RIVERSIDE AVE CENTRAL WATER IMPROVEMENT 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. The project has to be completed no later than Friday, October 28, 2022.

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. Traffic Control Permit
14. Material Submittals
15. Any other requested documents
16. Certified Payroll as requested

SCHEDULE R.3
LUMP SUM SUBCONTRACT FORM
O&M Subcontract



SUBCONTRACT
[CONSTRUCTION FORM]

PROJECT: Riverside Ave Central Water Improvement
Project

LOCATED IN:

Rialto, California

PROJECT NO. TBD

EFFECTIVE DATE: TBD

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Exhibits

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Exhibit B	Construction Documents

Exhibit C	Contract Price Breakdown; Billing Rates
Exhibit D	Scope of Work
Exhibit E	Project Schedule
Exhibit F	Excluded Approvals
Exhibit G	Insurance
Exhibit H	Subcontractor General Conditions (Schedule R.6 of Prime Contract)
Exhibit I	Waiver & Release Forms
Exhibit J	Warranty Form

LUMP SUM SUBCONTRACT

This Lump Sum Subcontract (“Subcontract”) is entered into as of **TBD** (“Effective Date”) by and between:

The contractor below (“Contractor”):

Veolia Water West Operating Services, Inc.

437 N. Riverside Ave.
Rialto, CA 92376

and the subcontractor below (“Subcontractor”):

[Subcontractor Name]

The Project (“Project”) is: **Riverside Ave Central Water Improvement Project**

The Contractor and Subcontractor agree as set forth below.

1. BACKGROUND

1.1 Project. The Project is described in the Construction Documents set forth in Exhibit B.

1.2 Prime Contract. The Project is being designed and constructed by Contractor under written agreement with its client Rialto Water Services, LLC (“Concessionaire”) pursuant to the terms and conditions of the Prime Contract. The Work is provided to support Contractor’s obligations to Concessionaire pursuant to the terms and conditions of the Prime Contract. By execution of this Subcontract, the Subcontractor is bound and obligated to the Contractor to the same extent that the Contractor is bound to the Concessionaire under the Prime Contract and therefore assumes all of the same obligations, liabilities, and responsibilities that the Contractor has assumed toward Concessionaire with respect to the Work.

1.3 Definitions. Certain defined terms for this Subcontract are located in Exhibit A.

2. THE WORK

2.1 Work. The Subcontractor will provide all labor, materials, equipment, and appurtenances necessary for proper completion of the Work in strict accordance with the Contract Documents as defined in Article 3. The Subcontractor’s Scope of Work is set forth in Exhibit D.

2.2 Standard of Care. The Subcontractor will supervise, direct and manage the Work using the Subcontractor’s best skill and attention and will perform all Work in a timely, workman-like manner consistent with the degree of care and skill customarily exercised by California State licensed contractors building wastewater and water treatment facilities that are of a similar nature, scope, size and complexity as this Project.

2.3 Applicable Law. The Subcontractor will perform the Work in full compliance with Applicable Laws in effect at the time the Work is performed.

2.4 Means and Methods. The Subcontractor is solely responsible for all construction means, methods, techniques, sequences, and procedures and for safety precautions and programs in connection with the Work. The Subcontractor is entirely responsible for the acts and omissions of its agents or employees, subcontractors, suppliers, any of their agents or employees, or any other persons performing any of the Work on behalf of the Subcontractor and agrees that the City, Authority, Concessionaire, and Contractor are not responsible for Subcontractor's acts or omissions or the acts or omissions of those for whom it is responsible. The Subcontractor acknowledges and agrees that Contractor is not responsible for any failure of Subcontractor to carry out the Work in strict accordance with the Contract Documents.

2.5 Subcontracts and Purchase Orders. Those portions of the Work that Subcontractor does not customarily perform with its own personnel will be performed by a tier subcontractor under written subcontract and subject to Contractor's approval, which will not be unreasonably withheld. All subcontracts must incorporate by reference the Contract Documents and bind the tier subcontractor to Subcontractor to the same extent that Subcontractor is bound to the Contractor under this Subcontract. All tier subcontractors used or employed by the Subcontractor must possess the appropriate California state licenses and certifications required for performance of their respective portion of the Work and carry out their Work using the same degree of skill and care established in Section 2.2. Each tier subcontractor and its employees are obligated to carry out their portion of the Work in strict accordance with the Contract Documents. All purchase orders must be in writing.

2.5.1 Subcontractor is responsible for the acts and omissions of its subcontractors and of persons or entities either directly or indirectly employed by its subcontractors. Nothing contained in this Subcontract creates a contractual relationship between a tier subcontractor and any of the Contractor, Concessionaire, Authority or City.

provisions: **2.5.2** Each agreement with a tier subcontractor must include the following

10.6.1; **2.5.2.1** overhead and profit mark-up that is consistent with Section

2.5.2.2 a waiver of subrogation on the terms of Section 13.2;

2.5.2.3 a requirement to make payments of builder's risk insurance proceeds per Section 13.3;

2.5.2.4 the provisions of Article 16 regarding books and records;

2.5.2.5 a provision assigning the subcontract to Contractor if Subcontractor is terminated, effective upon notice from Contractor to the tier subcontractor that it is taking assignment of the subcontract;

- 2.5.2.6 insurance requirements consistent with Exhibit G;
- 2.5.2.7 an indemnification provision at least as protective of the Indemnified Parties as the provisions in Article 14, with the Indemnified Parties as indemnitees in addition to Subcontractor; and

2.5.2.8 a provision that binds the tier subcontractor to the dispute resolution procedures set forth in Article 17.

2.6 Subcontractor Personnel. If any employee or tier-subcontractor of the Subcontractor fails or refuses to carry out the Work in accordance with the provisions of this Subcontract or appears to be incompetent or acts in a disorderly or improper manner, the Subcontractor will remove that person or firm immediately from the Project on demand of the Contractor and reassign another person or firm who is similarly qualified and reasonably acceptable to the Contractor.

3. CONTRACT DOCUMENTS

3.1 Contract Documents. The Subcontractor's Contract Documents include this Subcontract, the General Conditions (Exhibit H), all of the attachments and exhibits included in the list of Contract Documents listed in Section 3.1.1, the permitted Construction Documents (Exhibit B), and all subsequent contract modifications issued after execution of this Subcontract such as Change Orders. The Contract Documents referred to in this Subcontract are incorporated by reference as though set forth in full.

3.1.1 **Exhibits.** The following exhibits to this Subcontract are Contract Documents:

- 3.1.1.1 The definitions in Exhibit A;
- 3.1.1.2 The Construction Documents forth in Exhibit B;
- 3.1.1.3 The Contract Price breakdown and maximum billing rates set forth in Exhibit C;
- 3.1.1.4 The Scope of Work set forth in Exhibit D;
- 3.1.1.5 The Project Schedule set forth in Exhibit E;
- 3.1.1.6 The list of Excluded Approvals in Exhibit F;
- 3.1.1.7 The insurance requirements set forth in Exhibit G;
- 3.1.1.8 The General Conditions attached to Exhibit H;
- 3.1.1.9 The statutory waiver and release forms attached to Exhibit I;

3.1.1.10 The Warranty Form included in Exhibit J.

3.2 Precedence. The Contract Documents are intended to be fully cooperative and complementary. Subcontractor will promptly notify Contractor in writing through a request for clarification or information if it notices any conflict between or among Contract Documents. If there is a conflict between or among the various Contract Documents, the most stringent requirement or highest standard will govern unless the Contractor's response to the request for clarification or information dictates otherwise. The general dimensions will be figured on the Construction Documents. These figured dimensions will take precedence over scaled measurements.

3.3 Acknowledgment. The Subcontractor acknowledges it has carefully examined and understands this Subcontract and the other Contract Documents; has investigated the nature, locality and site of the Project and the conditions and difficulties under which the Work is to be performed; and enters into this Subcontract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Contractor, Concessionaire, Authority or City, or any of their respective officers, agents, servants, or employees.

4. RELATIONSHIPS OF THE PARTIES

4.1 Subcontractor and Contractor. The Subcontractor's relationship with the Contractor is that of an independent contractor and not as an agent, fiduciary, partner, member of, subsidiary of, or otherwise affiliated with the Contractor. The Subcontractor agrees to cooperate and collaborate with the Contractor, and to exercise the Subcontractor's best skill and judgment in furthering the interests of the Contractor; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the most expeditious and economical manner consistent with the Contractor's best interests. The Contractor agrees to timely furnish and approve all information required by the Contract Documents and to make timely payments to the Subcontractor in accordance with the requirements of the Contract Documents.

4.2 Subcontractor and Other Parties. The Concessionaire is an express third party beneficiary to this Subcontract and is therefore entitled to the performance of the obligations of the Subcontractor intended for the benefit of the Contractor, and to enforcement of the Subcontract. Nothing contained in this Subcontract or the Prime Contract gives the Subcontractor or any third party any claim or right of action against the Concessionaire, Authority and City that does not otherwise exist without regard to this Subcontract.

5. SUBCONTRACTOR

5.1 Licensing. Subcontractor warrants that it is authorized to do business in the State of California and is properly licensed by all necessary Governmental Agencies having jurisdiction over the Project for performance of the Work.

5.2 Permits and Fees. Except for the Excluded Approvals, Subcontractor will secure and pay for all permits and fees necessary for execution of the Work. The Subcontractor is not responsible for approvals, easements, assessments and fees required for the development of the Project.

5.3 Representative. The Subcontractor will provide a qualified Project representative who is authorized to bind the company, receive orders, and make decisions regarding the Work. The Project representative may not be changed without Contractor's written consent, which will not be unreasonably withheld. The Subcontractor's authorized representative is **[Subcontractor Representative]**.

5.4 Superintendent. The Subcontractor will provide a qualified superintendent at the site to properly supervise all employees, subcontractors and their agents and employees, and other persons performing any Work under the Subcontract and to cause the Work to be carried out according to the Contract Documents. Subcontractor's superintendent may not be changed without Contractor's written consent, which will not be unreasonably withheld. The Subcontractor's superintendent is **[Subcontractor Superintendent]**.

5.5 Constructability and Efficiency. Throughout the Project, the Subcontractor will analyze the Contract Documents and make recommendations to the Contractor whenever opportunities exist to improve the most current Interim Project Schedule, labor efficiency, or Contractor's costs and to alert the Contractor of problems in the Project design or in the work of Separate Contractors.

5.6 Coordination of the Work. Before starting each portion of the Work, the Subcontractor will (i) review and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Contractor and Separate Contractors' submittals that may affect proper installation of the Work; (ii) field measure existing conditions related to that portion of the Work; and (iii) observe any conditions at the site directly affecting that portion of the Work, reporting any improper conditions and defects to the Contractor. The Contractor will review any improper conditions and defects of Separate Contractors and remedy any improperly installed work of Separate Contractors.

5.7 Submittals.

5.7.1 Contractor will provide Subcontractor with a submittal schedule that indicates when submittals will be issued and when approval is required. Subcontractor will submit to Contractor for review all shop drawings, product data, samples and other submittals required by the Contract Documents in accordance with Contractor's submittal schedule and in all cases with reasonable promptness and in such sequence as to avoid delays in the Work or in the activities of the Contractor or its Separate Contractors. Subcontractor will not submit any submittal that is merely a tracing or copy of any of the Construction Documents. Each submittal will be prepared by the Subcontractor, its tier subcontractor, or supplier and will be submitted according to the Contract Documents.

5.7.2 Upon return of any submittal to the Subcontractor, the Subcontractor will make any correction required and, within five (5) business days of receipt, furnish corrected resubmissions to the Contractor for further review. The Subcontractor will not perform any of the Work for which the Contract Documents require a submittal until the respective submittal has been approved by the Contractor. Upon receipt of approval of a submittal, Subcontractor will file a final corrected copy with the Contractor and furnish other copies as may be needed or requested by the Contractor. If Subcontractor fails to submit or resubmit Submittals in a timely manner as required to

maintain the Project Schedule, the Subcontractor will be liable for all costs, expenses, and damages resulting from the delays.

5.7.3 Subcontractor's submission of a shop drawing to Contractor constitutes Subcontractor's representation, upon which the Contractor and its consultants may rely, that Subcontractor has reviewed the submission for accuracy and compliance with all Construction Documents and other Contract Documents, and that all original engineering, if any, has been performed by a qualified California State-licensed professional engineer. Review of submittals by Contractor and its consultants will not constitute an undertaking to identify deficiencies in the submittal.

5.8 Field Measurements. Notwithstanding the dimensions on the Construction Documents, it is the responsibility of the Subcontractor to take field measurements to allow the proper matching and fitting of its Work with existing conditions and the work of Separate Contractors.

5.9 Layout and Protection. Subcontractor is responsible for its own layout. Subcontractor will preserve and protect all line and grade benchmarks and will not cause damage to other contractors' benchmarks or lay-out points. Any additional surveying or layout caused as a result of Subcontractor's failure to take the necessary precautions to protect such data will be performed at Subcontractor's own cost and expense.

5.10 Project Meetings. The Subcontractor will attend all Project meetings to discuss jobsite procedures, progress, and scheduling, or other Project matters, and to resolve any pending design or construction issues.

5.11 Project Reporting. The Subcontractor will prepare and deliver to the Contractor with each invoice (but no less than monthly) a written progress report in a format approved by the Contractor that includes at least the following: (a) a brief summary of the Work performed, identifying tasks completed, in progress or pending; (b) an estimate of the percentage completed for each task; (c) explanation of significant deviations from the Construction Documents; (d) progress relative to the Project Schedule and any corrective actions by the Subcontractor; and (e) a summary of activities planned for the coming month.

5.12 Materials and Equipment. All materials and equipment required under the Contract Documents will be new, of good quality and free from defects. No substitutions will be accepted on this Project unless the specified materials or equipment have been discontinued or unless the Contractor has approved the substitution through written Change Order. Materials will be furnished in sufficient quantities and procured in time to allow uninterrupted progress of the Work. All materials and equipment will be properly stored and protected by the Subcontractor and any loss or damage will be borne by the Subcontractor.

5.13 Site Logistics. The Subcontractor will schedule and coordinate delivery and storage of equipment and materials and the sequencing of its Work with the Contractor's current site logistics plan and the most current Interim Project Schedule.

5.13.1 Subcontractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the project site or other areas

identified in the current site logistics plan for such use, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

5.14 Storage of Materials and Equipment. Storage of equipment and materials will be coordinated through the Contractor. Subcontractor will maintain its storage area and will keep its storage areas clean, safe, and secure. Any materials or equipment stored offsite will be insured or stored in an insured or bonded warehouse. The risk of loss will remain on the Subcontractor for all materials and equipment stored off-site per Section 5.15.

5.15 Risk of Loss. All Work at the Project site, or in preparing or delivering materials or equipment to the Project site, is performed exclusively at the risk of the Subcontractor until the completed Work is accepted by the Contractor. Subcontractor's interest in the Work will be insured under the builder's risk policy and, subject to the terms and conditions of that policy, Subcontractor may be insured for some or all of the risk of loss under this provision. Contractor makes no representations or warranties regarding the scope or adequacy of the builder's risk coverage. Any damage or loss to the Work will be repaired or replaced promptly by Subcontractor and within any extension of time granted under Article 10.

5.16 Mock-Ups. Subcontractor will provide all mock-ups as required by the Contract Documents. Mock-ups will be installed in a location on-site or at such other locations to be designated by the Contractor. Approved mock-ups will remain as standards of acceptance of the Work and, where practical and approved, may be incorporated in the Work. If not so incorporated, they will be demolished and removed by the Subcontractor when directed by the Contractor to do so.

5.17 Safety. The Subcontractor will comply with the Contractor's current safety plan and any other safety requirements of the Contract Documents, including the General Conditions (Exhibit H).

5.18 Prevailing Wages and Labor Requirements. Subcontractor will comply with all prevailing wage and labor requirements set forth in the General Conditions (Exhibit H).

5.19 Cutting and Patching. Subcontractor will be responsible for all cutting and patching required in the prosecution of the Work. Subcontractor will not damage or endanger a portion of the Work or partially or completed construction of Separate Contractors' work by excavating, cutting, patching or otherwise altering the construction. The Subcontractor will promptly notify the Contractor before cutting, patching or modifying any construction work of Separate Contractors.

5.20 Cleaning Up. Subcontractor will perform its Work so as to maintain the site in a clean, safe, and orderly condition, as more particularly provided in the General Conditions (Exhibit H).

5.21 Test and Inspections. Tests, inspections and approvals of portions of the Work required by the Subcontract, the Contract Documents, or by Applicable Laws, ordinances, rules, regulations or orders of authorities having jurisdiction over the Project will be coordinated by the Subcontractor with the Contractor. When portions of the Work are ready for inspection, the Subcontractor will make arrangements for tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Contractor, or with the appropriate public authority. The

Subcontractor will give the Contractor not less than 48 hours' notice of when and where tests and inspections are to be made so that the appropriate parties may be present.

5.21.1 Covered Work Prior to Inspection. If a portion of the Work is covered contrary to the Contractor's request, or prior to inspection by the proper authorities, it will be uncovered for inspection and examination by the Contractor, Independent Engineer or other proper authorities and be replaced at the Subcontractor's expense without change in the Subcontractor's Contract Time or Contract Price.

5.21.2 Final Inspections. The Subcontractor will coordinate the correction and completion of the Work with the Contractor. Following Subcontractor's written notice that all Work has been corrected or completed, the Contractor will evaluate the Work to determine if it is ready for final inspection. The Contractor will conduct final inspections with the Subcontractor, and, if required, with the Concessionaire, Independent Engineer and Authority.

5.22 Non-Conforming Work and Correction. Within 24 hours of notice, the Subcontractor will commence correction of Work that is rejected by the Contractor, Governmental Agencies or Independent Engineer for failing to conform to the requirements of the Contract Documents, including destroyed or damaged construction (whether completed or partially completed) caused by the Subcontractor's correction or removal of the non-conforming Work, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. The Subcontractor will bear all costs associated with correction of non-conforming Work.

5.23 Record Documents.

5.23.1 The Subcontractor will prepare and maintain on a current basis an accurate and complete set of "**Record Documents**" consisting of:

5.23.1.1 "**Record Drawings**," which are drawings showing clearly, in a redlined format, all existing conditions, changes, revisions and substitutions during construction, including without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, pipes, and other significant features;

5.23.1.2 "**Annotated Specifications**" showing clearly all changes, revisions and substitutions during construction. If a specification allows the election of one of several brands, makes, or types of material or equipment, the annotations will show which of the allowable items was furnished; and

5.23.1.3 Change Orders, Interim Work Directives, and submittals.

5.23.2 The Record Drawings and Annotated Specifications will be updated regularly, no later than weekly, to reflect the as-built conditions of the Work.

5.23.3 The Record Documents will be kept at the Project site. The Record Documents will be available for inspection by the Contractor, Authority, City, Concessionaire, Independent Engineer, and any Governmental Agency with jurisdiction over the Project.

5.23.4 The Record Documents will be used to generate the final as-built documents as part of the Subcontractor's close-out requirements. Subcontractor must include copies of the as-built plans and specifications as required by the Construction Documents in its deliverables to the Contractor.

5.24 Commissioning. To the extent required, the Contractor will schedule and oversee the Subcontractor's final testing and start-up of utilities, operational systems, and equipment as part of Contractor's commissioning of the Project. All inspections and testing will be conducted by the Contractor in conjunction with the Independent Engineer and other Governmental Agencies. During commissioning and before Final Completion, the Contractor will oversee Subcontractor's operation, adjustment and balancing of all equipment, and training of Contractor's maintenance personnel in the correct operation and maintenance of equipment.

5.25 Acceptance Testing. To the extent directed by the Contractor, the Subcontractor will assist the Contractor in conducting the acceptance test following startup of the completed construction of the Project. If the Project fails to successfully complete the acceptance test, the Subcontractor will provide services to the Contractor as requested to determine the cause of failure and provide corrective actions as necessary to successfully complete the acceptance test. The acceptance test will be conducted by the Contractor in connection with the Independent Engineer and other necessary parties.

5.26 Punch List. When the Subcontractor considers its Work substantially complete it will notify the Contractor who, in conjunction with the Subcontractor and the engineer of record, will prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Contractor will schedule and monitor the progress of all punch list work and conduct inspections to determine whether the Project is ready for inspection by Governmental Agencies with jurisdiction over the Project to determine whether Substantial Completion has been achieved.

5.26.1 Final Punch List. The Contractor will prepare a final punch list upon Substantial Completion. Any non-conforming Work will be corrected by the Subcontractor and its responsible subcontractors under Section 5.22. Subcontractor shall diligently complete its Work shown on the final punch list and notify Contractor when Subcontractor's Work is ready for final inspection. The Contractor will schedule and monitor the progress of all final punch list Work and conduct inspections to determine whether Subcontractor has achieved Final Completion.

5.27 Early Occupancy. The Contractor reserves the right for Contractor, Concessionaire, or Authority to occupy or utilize any portion of the Work at any time before Final Completion, and such occupancy or use will not constitute acceptance of any part of the Work.

5.28 Close-Out. After Substantial Completion but before Final Completion, the Subcontractor will transmit to the Contractor all required as-built drawings and specifications, operation and maintenance manuals, references, warranties, attic stock, keying schedule, and other items required by the Contract Documents.

6. CONTRACTOR

6.1 Information and Documents. The Contractor will provide information regarding requirements for the Project, including the Construction Documents and available

surveys and other information describing the Project site (including Schedule M of the Prime Contract) to the extent received from Concessionaire or Authority and applicable to the Work.

6.2 Contractor's Representative. The Contractor's designated representative is **Chandrasekar Venkatraman**.

6.3 Excluded Approvals. The Contractor or Authority, as applicable, is responsible for obtaining the Excluded Approvals (Exhibit F).

6.4 Timeliness. Information or services under the Contractor's control will be timely furnished to the Subcontractor by the Contractor to avoid delay in design and the orderly progress of the Work in accordance with the Interim Project Schedule.

6.5 Separate Contractors. The Contractor will endeavor to require its Separate Contractors to name the Subcontractor as an additional insured under their commercial general liability policies, and to waive subrogation rights against the Subcontractor under its commercial general liability policy and applicable property insurance. The Subcontractor likewise agrees to name each Separate Contractor as an additional insured under the Subcontractor's commercial general liability policy, and to waive subrogation rights against the Separate Contractors under the commercial general liability policy. The Subcontractor will coordinate the Work with the work and services of Separate Contractors and will accommodate the work and services of the Separate Contractors to effect smooth and efficient workflow and integrated work product. Separate Contractors will remain responsible and liable for all safety violations arising from their respective work.

7. COMPENSATION

7.1 Contract Price. The Subcontractor's Contract Price for providing all Work in strict accordance with the Contract Document is the lump sum amount of **that stated in Exhibit C** and constitutes full and complete compensation to Subcontractor for the Work. The lump sum Contract Price covers all Subcontractor's Direct Costs, General Conditions Costs, and Overhead and Profit, as defined in Article 9. The breakdown of the Contract Price is set forth in Exhibit C. The Contract Price is only subject to increases and decreases as a result of approved Change Orders in accordance with Article 10.

8. CONTRACT TIME AND SCHEDULING

8.1 Contract Time. Subcontractor must achieve Substantial Completion within the Contract Time, time being of the essence.

8.2 Scheduling. Overall scheduling will be based on critical path or network precedence methodologies coordinating all major components of the Work including long lead item schedules and Contractor's occupancy requirements projecting milestone dates for Substantial Completion and Final Completion. The Subcontractor will participate and cooperate with the Contractor in the development of schedules and other efforts to achieve timely completion of the Work as established in the Project Schedule set forth in Exhibit E.

8.2.1 Monthly Project Schedules. The Contractor will create Monthly Project

Schedule Updates incorporating activities and schedule updates of the various contractors on the Project as necessary to reflect the status of construction and projected milestone dates including Substantial Completion. The Subcontractor will provide information in an agreed upon format, and as requested by the Contractor, for the scheduling of times and sequences of operations required for its Work in coordination with the Monthly Project Schedule Updates.

8.2.2 Interim Project Schedules. The Contractor, with the assistance of the Subcontractor and Separate Contractors, will also create Interim Project Schedules that will provide a 3-week look ahead for the performance of upcoming Project work and document all Project work performed during the prior 3-week period. The Subcontractor will continuously monitor the Monthly Project Schedule Update and Interim Project Schedule so as to understand and accommodate the timing, phasing, and sequencing of operations of its Work and the work of Separate Contractors. The Interim Project Schedule is to be used as a working tool to evaluate any schedule slippages and collaborate on methods for improving labor efficiency.

8.3 Prosecution of the Work. Subcontractor will commence the Work after execution of this Subcontract and as directed by Contractor in a written notice to proceed. Subcontractor will diligently prosecute and complete its Work pursuant to the most current Interim Project Schedule. The Subcontractor will coordinate its Work with the work of Separate Contractors being performed on the Project so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress, or completion of the whole or any part of any work being performed on the Project, and in accordance with the Contract Time. Contractor will determine the normal working hours for the Work and overtime shall be subject to Contractor's prior written approval.

8.3.1 Schedule Slippage. The Subcontractor will notify the Contractor within three (3) business days of any delays to its Work or other slippage in the Project Schedule as a result of its Work and must submit a detailed recovery plan for evaluation and approval by the Contractor. All costs associated with the recovery will be the responsibility of the Subcontractor subject to Section 8.4.

8.3.2 Acceleration. The Contractor may direct the Subcontractor to work overtime. If the Subcontractor is in compliance with the Project Schedule, the Subcontractor may submit a request for a Change Order for the actual additional wages paid, if any, per Article 10.

8.4 Permitted Delays. If the Subcontractor is delayed in the commencement, prosecution or completion of the Work by (i) any Uncontrollable Circumstance; (ii) Design Changes; (iii) Authority-Directed Changes in the Work or changes directed by the Contractor that were not specified, illustrated or reasonably inferable from the Contract Documents; (iv) a Change in Law; (v) Unknown Site Conditions; and/or (vi) unknown Environmental Conditions, and to the extent that the delay impacts the critical path of the Project Schedule extending the Substantial Completion Date, then the Subcontractor may be entitled to an extension of the Contract Time for the same period of time that the Substantial Completion Date was delayed provided that the delay was not caused, in whole or in part, by any fault, neglect, act or omission of the Subcontractor or those for whom it is responsible, and subject to the provisions in Article

10. Notwithstanding the above, the Subcontractor will not be entitled to any extension of Contract Time or an adjustment in Contract Price under Article 10 unless the Subcontractor (1) notifies the Contractor in writing of the cause or causes of the delay within three (3) business days of the commencement of the delay; and (2) demonstrates that it could not have anticipated or

avoided the delay and has used all available means to minimize the consequences of the delay, including application of available schedule float.

8.5 Delays Caused by Subcontractor. If the progress of the Work or the Project is delayed by any fault or neglect, or act or failure to act by the Subcontractor or any of its employees, consultants, subcontractors or suppliers, and the delay causes any additional cost, expense, liability or damage to the Contractor (including legal fees and disbursements incurred by the Contractor, whether incurred in defending claims arising from the delay or in seeking reimbursement and indemnity from the Subcontractor or its surety, if any), or any damages (including any liquidated damage) or additional costs or expenses for which the Contractor may or will become liable, then the Subcontractor and its surety (if any) will compensate the Contractor for, and indemnify it against, all such costs, expenses, damages and liability.

8.5.1 Liquidated Damages. The Contractor and Subcontractor acknowledge and agree that if Subcontractor fails to achieve Substantial Completion within the Contract Time of October 28, 2022, the Contractor will suffer damages that are both extremely difficult and impracticable to ascertain. Therefore, Contractor and Subcontractor agree that, in the event Subcontractor fails to achieve Substantial Completion within the Contract Time and if as a result of that delay the Substantial Completion Date is extended, Subcontractor will pay to Contractor as liquidated damages, and not as a penalty, the amount of **\$1,500** per calendar day until such time that Substantial Completion is achieved. Payment of liquidated damages represents a reasonable estimate of fair compensation for the losses that reasonably may be anticipated. Contractor and Subcontractor acknowledge and agree that this liquidated damages provision will be Contractor's only remedy for delay damages caused by Subcontractor's failure to achieve Substantial Completion within its Contract Time. Nothing contained in this Section 8.5.1 will preclude the Contractor from recovery for actual damages caused by reasons other than the Subcontractor's failure to timely achieve Substantial Completion within its Contract Time including, but not limited to, claims for actual losses incurred due to breach of contract, negligence, defective work, injury to persons or property or third party claims. Subcontractor acknowledges and agrees that the liquidated damages amount is a reasonable amount for the Contractor's consequential damages due to delay under the circumstances and existing at the time of the Effective Date of this Subcontract.

9. COST OF THE WORK

9.1 General. This Article 9 addresses allowable costs when Subcontractor is compensated for Change Order work on a cost reimbursable basis.

9.2 Direct Costs. The term "**Direct Costs**" means all costs from those categories of Subcontractor's own labor set forth in Section 9.2.1, subcontractor costs in accordance with the requirements of their written subcontracts, material, equipment rentals, appurtenances, and those miscellaneous costs set forth in Section 9.2.2, that are necessarily incurred by the Subcontractor for the proper performance of the Work in strict accordance with the Contract Documents.

9.2.1 Direct Labor.

9.2.1.1 All labor performed by Subcontractor's employees at hourly rates that do not exceed the agreed maximum billing rates shown for that classification in Exhibit C.

9.2.1.2 All labor performed by workers directly employed by the Subcontractor to perform Work on-site as documented by weekly certified payroll reports.

9.2.2 Miscellaneous Costs.

9.2.2.1 Sales, use, gross receipt, or similar taxes imposed by a Governmental Agency that are related to the Work.

9.2.2.2 That portion of required Subcontractor insurance coverage and bond premiums that can be directly attributed to the Subcontract.

9.2.2.3 Fees and assessments for permits, licenses and inspections that Subcontractor is required to pay under the Contract Documents.

9.2.2.4 Fees of laboratories for tests required by the Contract Documents.

9.2.2.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

9.2.2.6 Costs of removal and disposal of debris from the site and recycle costs not offset by recycle fees or rebates.

9.2.2.7 Cost of document reproduction necessary for proper execution of the Work.

9.2.2.8 Expenses for Subcontractor's personnel incurred while traveling in discharge of duties connected with the Work.

9.2.2.9 Costs associated with safety and protection of person and property required under this Subcontract.

9.3 General Conditions Costs. General Conditions Costs consist of the following items of cost:

9.3.1 Labor for Subcontractor's project management, superintending, accounting, engineering, detailing, drafting, planning and scheduling, purchasing, estimating, review and processing of Change Orders, accounting, IT, and data processing for payroll, payables and receivables, whether performed at the site or off-site offices, but only for that portion of their time required for the Work at no more than the agreed maximum billing rates shown for that classification in Exhibit C;

9.3.2 All costs related to on-site temporary office facilities including, but not limited to, temporary office furniture and equipment desk and computers (inclusive of all software, applications, systems, and support), devices, servers, printers, copiers, plotters, cell phones, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site, digital cameras, etc., plus any costs for transportation, installation, minor repairs and replacements, dismantling, and removal thereof.

9.4 Overhead and Profit. The following items of cost are covered by Subcontract's Overhead and Profit:

9.4.1 Salaries and other compensation of the Subcontractor's personnel stationed at the Subcontractor's principal office or offices other than the site office to the extent not covered by Sections 9.2.1.1 or 9.3.1;

9.4.2 Costs of small tools, consumables, pick-up trucks for Subcontractor personnel staffing the Project and other Project-related "general requirements" costs approved by Contractor;

9.4.3 All costs associated with repairing or correcting damaged or non-conforming Work executed by the Subcontractor or its subcontractors or suppliers provided damage was not caused by a Separate Contractor;

9.4.4 All costs and expenses associated with Subcontractor's principal office, capital expenses, including interest on the Subcontractor's capital employed for the Work;

9.4.5 Costs due to the negligence or failure of the Subcontractor, its subcontractors and suppliers or anyone directly or indirectly employed by any of them for whose acts any of them may be liable to fulfill a specific responsibility under the Contract Documents;

9.4.6 All other costs and expenses incurred in the performance of the Work under the Contract Documents not covered under the definition of Direct Costs or General Conditions Costs.

10. CHANGES IN THE WORK

10.1 Change Orders. All agreed changes in the Work will only be authorized by a Contractor-executed Change Order and performed under the applicable conditions of the Contract Documents. A Change Order signed by the Subcontractor indicates the Subcontractor's agreement to changes in its Contract Price, Contract Time or other contract terms and that the adjustments in the Change Order fully and completely resolve any claim by Subcontractor regarding compensation or time arising from or related to the subject of the Change Order.

10.2 Allowed Adjustments. The Contract Price and/or Contract Time may only be adjusted through written Change Order under one of the following circumstances:

10.2.1 Additional time or resources directed by Contractor due to an Uncontrollable Circumstance;

10.2.2 Design Changes;

10.2.3 An Authority-Directed Change in the scope of the Work or changes directed by the Contractor that were not specified, illustrated or reasonably inferable from the Contract Documents;

10.2.4 Acceleration of the Work to the extent an adjustment is directed under Section 8.3.2 and not necessary to mitigate delays caused by the negligence or contractual breach by Subcontractor;

10.2.5 Extra Work required due to Unknown Site Conditions or unknown Environmental Conditions;

10.2.6 Extra Work required due to Change of Law;

10.2.7 To the extent that Contractor receives proceeds from builder's risk insurance attributable to damage or loss to Subcontractor's Work, the Contract Price will be increased by the allocable amount of such proceeds;

10.3 Contractor Initiated Changes. The Subcontractor must submit a rough order of magnitude of the change to the Contractor within three (3) business days of receipt of the scope of a proposed change order and a complete cost proposal, including any change in Contract Time under Section 8.4, within eight (8) business days of receipt.

10.4 Subcontractor Initiated Changes. The Subcontractor must give the Contractor written notice of a requested Change Order within five (5) business days of discovery of the facts or circumstances giving rise to the proposed change order, with contractual justification and back-up required by Sections 8.4 and 10.6 or otherwise reasonably requested by Contractor.

10.5 Submission. All claims for additional compensation to the Subcontractor will be based on the billable rates set forth in Exhibit C and presented in writing to the Contractor and approved by the Contractor before the expense is incurred unless Contractor directs the Subcontractor to proceed under an Interim Work Directive.

10.6 Pricing. Methods used for determining adjustments to the Contract Price include: (i) mutual acceptance of a lump sum adjustment properly itemized and supported by sufficient substantiating data to permit evaluation of the Direct Costs, General Conditions Costs, and Overhead and Profit, if any, as set forth in Section 10.6.1; (ii) Work performed on a time and material basis plus Overhead and Profit, if any, as set forth in Section 10.6.1; or (iii) unit costs agreed upon by Contractor and Subcontractor. If the additional Work is performed on a time and material basis, the Subcontractor will keep and present an itemized accounting for the Work performed based on daily time tickets executed by the Contractor, material and equipment invoices, and other supporting data substantiating the amount of the Change Order. All time and material costs will be limited to Direct Costs and General Conditions Costs, and the adjustment to the Contract Price will be broken down by Direct Costs, General Conditions Costs, Overhead and Profit.

10.6.1 Overhead and Profit. Adjustments to Subcontractor's Overhead and Profit on additive and deductive Change Orders will be limited to those percentages set forth below. The Subcontractor's Overhead and Profit will be calculated as a percentage of the subtotal of Direct

Costs and General Conditions Costs associated with the Change Order.

10% for Subcontractor on its direct subcontractors and suppliers

10% for Subcontractor on self-performed trade work

10% maximum mark-up by Subcontractor's direct subcontractors on their changed work

10.6.2 **Payment and Performance Bonds.** If Subcontractor is required to provide payment and performance bonds, then all Subcontractor proposals for any and all potential change orders will include payment and performance bond costs at a premium not to exceed **100%** of the Subcontractor's Direct Costs and General Conditions costs for Work.

10.6.3 **Bond Riders.** The following mentioned will be added to both payment and performance bonds as two separate bond riders (one for the payment another for the performance bond):

- 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

10.7 Deductive Changes. The amount of credit for deductive Change Orders resulting in a net decrease to the Contract Price will be the actual net decrease based on the decrease of the Direct Costs pursuant to one of the pricing methods set forth in Section 10.6 plus a decrease in the Overhead and Profit per Section 10.6.1. When both additions and credits covering related Work or substitutions are involved in a proposed change, the Change Order will be determined on the sum of the net increase or decrease. There will not be a decrease in General Conditions Costs for deductive Change Orders unless the Subcontractor's Contract Time is reduced as a result of the change.

10.8 Continued Performance. No Work will be allowed to lag pending the adjustment through Change Order, but will be promptly executed as directed, even if a dispute arises.

10.9 Failure to Reach Agreement. Provided the requested change meets one of the conditions in Section 10.2, if the Contractor and Subcontractor cannot agree on the value of the proposed change order, or if the Contractor fails to approve or disapprove of the proposed change within 10 business days, the Subcontractor will proceed with the Work promptly upon receipt of a written Interim Work Directive from the Contractor and will perform the Work on

a time and material basis per Section 10.6. If the Work is performed under an Interim Work Directive, the Subcontractor must submit all required data under Section 10.6 within 10 Days of completion of the Work covered by the Interim Work Directive in order to perfect its claim. Failure of the Subcontractor to provide the Contractor with notice of its claim and to submit the written claim within 10 Days of completion of the directed Work constitutes an agreement on the part of the Subcontractor that it will not be paid for the directed Work. No claim is allowed after the Work in question has been performed unless a written Change Order has been executed or timely written notice of claim has been made by the Subcontractor. Subcontractor will not be entitled to claim or to bring suit for damages, whether for loss of Profits or otherwise, on account of an omission of any item or portion of Work covered by the executed Change Order.

10.10 Allowances. Any allowance items included in the Contract Price set forth in Exhibit C are included in the Contract Price. When the allowance item is capable of firm pricing, the Subcontractor will submit a request for Change Order under Section 10.4 to adjust the Contract Price by the difference between the firm price and the amount of the allowance item.

10.11 Omitted Work. If the Subcontractor omits Work that is included in the Contract Documents, the Contractor will have the right to withhold from payments due or to become due to the Subcontractor an amount which, in the Contractor's opinion, is equal to the value of Work that was omitted until the Work is performed.

10.12 Contract Time Impacts and Extended Costs. The Subcontractor will not reserve a right to assert impact costs, extended job site costs, extended Overhead, constructive acceleration and/or actual acceleration beyond what is allowable under Article 8 and claimed in a proposed change order under Article 10. No claims will be allowed for impact, extended Overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. Nothing contained in this Section will be construed as restricting the rights and remedies of Subcontractor in violation of Civil Code section 2782. If this provision is determined to conflict with Civil Code section 2782, this provision will be reformed to provide the greatest protection to the Contractor, Concessionaire, Authority and City under Applicable Law.

10.13 Surety. All changes, additions or omissions in the Work ordered in writing by the Contractor are part of the Work and will be performed and furnished in strict accordance with all of the terms and provisions of this Subcontract and the other Contract Documents. The Subcontractor will keep its surety, if any, informed of all modifications to this Subcontract. The obligations of Subcontractor's surety are not to be reduced, waived or adversely affected by the issuance of Change Orders even if the Contractor fails to inform the surety of the Change Order(s) and the Contractor will not be required to obtain consent of any surety to any Subcontract modifications.

11. PAYMENTS

11.1 Progress Payments. The Contractor will make monthly progress payments on all undisputed Work within 45 days after approval of Subcontractor's certified application for payment that was properly submitted pursuant to the Contract Documents. Each application for payment will include a completed AIA G702 cover sheet, AIA G703 schedule of values or similar

forms approved by Contractor, statutory conditional waivers and release of claims (see Exhibit I) for all amounts included in the application for payment, and all other reasonably requested back-up.

11.1.1 Schedule of Values. The schedule of values will allocate the entire Direct Costs among the various portions of the Work except that the Subcontractor's General Conditions Costs, Overhead and Profit will be carried on separate line items. A draft schedule of values must be submitted to the Contractor by the 20th day of each month in order to be included in the monthly billing cycle.

11.1.2 Evaluation of Application for Payment. Subcontractor will submit each application for payment to the Contractor by the 20th day of each month for review and approval. The approval of an application for payment is subject to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to Final Completion, and to specific qualifications expressed by the Contractor. The Contractor is entitled to rely on the accuracy and completeness of the information furnished by the Subcontractor and approval will not be deemed to represent that any examination, audit, or arithmetic verification of the documentation submitted with the Subcontractor's application for payment has been made or that Contractor has verified that the Work is in accordance with the Contract Documents.

11.1.3 Retention. The Contractor will withhold ten percent (5%) retention on the entire amount of the monthly application for payment. Retention will be withheld until the Project achieves Final Completion.

11.1.4 Change Orders. Applications for payment may include requests for payment on account of properly authorized changes in the Work.

11.1.5 Stored Materials. Stored materials may be included in the application for payment provided the materials are properly stored in accordance with Section 5.14.

11.1.6 Stop Payment Notices and Claims. By submitting an application for payment, the Subcontractor warrants that all Work included in the application for payment has been performed in accordance with the Contract Documents and that title to all Work covered by an application for payment will pass to the Authority no later than the time of payment and to the best of the Subcontractor's knowledge, information, and belief, will pass to the Authority free and clear of all stop payment notices, claims, security interests, or encumbrances. Subcontractor will provide executed statutory conditional waivers and release of claims (see Exhibit I) for all amounts included in the application for payment.

11.1.7 Subcontractor Payment to Tier Subcontractors and Suppliers. Subcontractor will pay amounts due to its subcontractors, consultants and suppliers no later than three (3) business days after receipt of payment from Contractor.

11.1.8 Contractor Payment to Tier Subcontractors and Suppliers. The Contractor will not have an obligation to directly pay any of Subcontractor's tier subcontractors, consultants or suppliers for Work performed unless required by Applicable Law. However, if the Contractor

is aware that a stop payment notice has been given or has reason to believe that the Subcontractor is not paying its subcontractors and suppliers, the Contractor may make payment of sums due to Subcontractor through joint check or pay those subcontractors and suppliers directly and withhold those payments from Subcontractor.

11.2 Final Payment. Upon Substantial Completion, the Subcontractor will submit a final payment application. If items remain to be completed at that time, then the Subcontractor in conjunction with the Contractor will create a punch list pursuant to Section 5.26. The Contractor will continue to withhold the five percent (5%) retention until Final Completion of the Project, including completion of all punch list items. Upon Final Completion of the Project, final payment of the retention, if unencumbered, will be paid to the Subcontractor within three (3) business days following Contractor's receipt of final payment.

11.2.1 Contract Price Reduction. Upon Final Completion of the Project, the Contractor may reduce the Contract Price to reflect costs charged to the Subcontractor, back-charges, or payments withheld pursuant to the Contract Documents.

11.2.2 Evidence. Before issuance of final payment, Contractor may request satisfactory evidence that (i) all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied; (ii) insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 Days prior written notice has been given to the Contractor; (iii) the Subcontractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (iv) the surety, if any, has consented to final payment; (v) Project commissioning has occurred and the Contractor has received all close-out documents required under Section 5.28 and as required by the Contract Documents; and (vi) other data establishing payment or satisfaction of obligations, such as statutory unconditional releases and waivers of claims (see Exhibit I), security interests or encumbrances arising out of this Subcontract have been received. If any of Subcontractor's tier subcontractors refuse to furnish a release or waiver required by the Contractor, the Subcontractor will furnish a bond to indemnify the Contractor against stop payment notices under Section 11.2.3, provided that the tier subcontractor's work is Work for which the Subcontractor has been paid by the Contractor.

11.2.3 Stop Payment Notice. If any claim or stop payment notice is made or filed against the City, Authority, Concessionaire, Contractor, Contractor's payment bond, or the Project funds by any person claiming that the Subcontractor or any of its subcontractors or suppliers has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there is evidence of nonpayment or of any claim or stop payment notice for which, if established, the Contractor or its payment bond might become liable and that is chargeable to the Subcontractor, the Contractor may, in its discretion, allow the Subcontractor to file a bond in an amount equal to 125% of the claim stated in the stop payment notice pursuant to Applicable Law and the Contractor will release the funds to the Subcontractor. If the Contractor does not permit the Subcontractor to post a bond, the Contractor will have the right to retain from any payment then due or thereafter to become due an amount that it deems sufficient to (1) satisfy, discharge and/or defend against any claim or stop payment notice action that may be brought or judgment, which may be recovered; (2) make good any nonpayment, damage, failure or default; or (3) compensate the Contractor for the claim. The Subcontractor will indemnify and hold each Indemnified Party harmless against any and

all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by any or all of them in connection with the Subcontractor's failure to timely and properly make payments to its subcontractors and suppliers. The Contractor will have the right to withhold from Subcontractor a reasonable amount for the foregoing purposes. If the amount is insufficient to cover the amount of the claim, the Subcontractor will be liable for the difference and will make payment to the Contractor upon 30 Days written notice.

11.3 Payment Not Acceptance of Work. Approval of an application for payment (final or otherwise) or partial or entire use or occupancy of the Project by the Contractor, Concessionaire, or Authority will not be used as conclusive evidence that the Work was properly performed or constitute acceptance of Work that is not in accordance with the Contract Documents.

11.4 Payments Withheld. In addition to the Subcontractor's retention under Section 11.1.3, the Contractor may withhold payments due to the Subcontractor as may be necessary to cover (i) claims to the extent described in Section 11.2.3; (ii) defective Work not remedied; (iii) failure of Subcontractor to make proper payments to its subcontractors, consultants or suppliers; (iv) completion of the Subcontract if there exists a reasonable doubt that the Work can be completed for the balance then unpaid; (v) damage to a Separate Contractor or third party caused by Subcontractor; (vi) amounts that may be due to the Contractor for claims against Subcontractor; (vii) failure to provide Contractor with timely updates under Section 8.2.1 and 8.2.2; (viii) clean- up of Subcontractor's work area; (ix) failure of the Subcontractor to comply with requirements of the Contract Documents; (x) disputed amounts in the application for payment; and (xi) fines or penalties assessed against the Contractor as a result of the acts or omissions of Subcontractor or those for whom it is responsible.

11.5 Waiver of Claims. Acceptance of final payment by the Subcontractor will constitute a waiver of claims by Subcontractor and its subcontractors and suppliers except for those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

12. HAZARDOUS MATERIALS.

12.1 Regulated Substances. If Regulated Substances or materials (of a type legally requiring employer to notify its employees) are being used or stored on the Project site by the Subcontractor, its subcontractor, or anyone directly or indirectly employed or retained by them, the Subcontractor will immediately provide written notice of the chemical composition to the Contractor in sufficient time to permit compliance with the law by the Contractor and Separate Contractors at the Project site. If the Subcontractor encounters a material reasonably believed to be a Regulated Substance on site, the Subcontractor will immediately stop Work in the affected area and report the condition to the Contractor in writing. Work will resume in the affected area once the Regulated Substance is rendered harmless or removed, as determined by a licensed laboratory retained by the Contractor.

12.2 Indemnification. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless the Indemnified Parties from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements: (i) caused by the negligent mishandling by Subcontractor or its subcontractors and suppliers of any Regulated Substances to the extent the materials or substances were brought onto the Project site by the Subcontractor, its tier subcontractors or material suppliers; (ii) to the extent that Subcontractor was aware of an Environmental Condition and expressly accepted remediation as part of its Work under this Subcontract and then negligently performs such remediation services; or (iii) to the extent that the Subcontractor, or any of its employees, subcontractors or suppliers, exacerbates a pre-existing Environmental Condition, or renders the pre-existing Environmental Condition more difficult or more expensive to investigate or remediate after obtaining actual knowledge as to the nature, location and extent of the pre-existing Environmental Condition; or (iv) to the extent that the Subcontractor or any of its subcontractors takes action to disturb the pre-existing Environmental Condition after discovery of such condition, and in taking such action fails to exercise reasonable care consistent with Prudent Industry Practices and in accordance with Applicable Law. Defense obligations are set forth in Section 14.3.

13. INSURANCE AND BONDS

13.1 Required Insurance. The Subcontractor agrees that it will maintain insurance, and will cause its subcontractors and consultants to maintain such insurance, and abide by the Contractor's insurance requirements, as specified in Exhibit G and Schedule R.9 of the Prime Contract. This Section 13.1 will survive the completion or earlier termination of this Agreement.

13.2 Waiver of Subrogation. Subcontractor waives all rights against Contractor, City, Authority, Concessionaire, and Separate Contractors and its own subcontractors for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the Work, except such rights as Subcontractor may have to the proceeds of the insurance. If any applicable

policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of those policies will cause them to be endorsed or obtain consent.

13.3 Builder's Risk. The Concessionaire will be providing commercially reasonable builder's risk insurance for the Project on a replacement cost basis. This insurance will cover the interests of City, Authority, Contractor, Subcontractor and tier subcontractors in the Project. If there is a covered loss affecting the Work, Contractor will pay Subcontractor its just shares of insurance proceeds received by Contractor, and Subcontractor by appropriate written agreements will require its tier subcontractors to make payments to their subcontractors in similar manner. Contractor shall provide the builder's risk insurance and shall add the City of Rialto and Rialto Water Services, LLC as additional insured.

13.4 Option for Subcontractor Bonds. If Contractor notifies Subcontractor in writing any time prior to the notice to proceed with the Work that Contractor will require Subcontractor to provide payment and performance bonds, then Subcontractor will furnish a payment and a performance bond to the Contractor, each in the amount requested by Contractor, within 10 business days of Contractor's notice. The Contract Price will be adjusted by Change Order for the amount of the bond premium based on the percentage shown in Section 10.6.2. The surety supplying the bonds must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as a surety in the State of California, and be listed in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department except that the surety must have no less than a A-IX rating by A.M. Best. All bonds shall be in the form acceptable to Contractor. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Failure to furnish the required payment and performance bonds to the Contractor within the 10 business day time period constitutes a default under this Subcontract and the Contractor will have all of the rights and remedies provided under this Subcontract and afforded by law.

13.4.1 Payment of Subcontractors. Without limiting the responsibilities of Subcontractor and its surety (if any) under the terms of this Subcontract, Subcontractor and its surety (if any) agree to promptly pay all lawful claims of the Subcontractor's tier subcontractors, material men, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used, or consumed in connection with the prosecution of the Work including Change Orders, and will indemnify and save harmless the Indemnified Parties from and against all liability, loss, damage and expense, including interest, costs and attorneys' fees, which the Indemnified Party may sustain by reason of Subcontractor's or its surety's failure to do so.

14. INDEMNIFICATION

14.1 Subcontractor's Performance. To the fullest extent permitted by law and public policy of the State of California, but subject to Section 14.2, Subcontractor will indemnify, protect, defend and hold harmless the Indemnified Parties and each of them, from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses

or liabilities, in law or equity, of every kind and nature whatsoever arising out of or in any way relating to (i) this Subcontract; (ii) actual or alleged acts or omissions by Subcontractor or any of its tier subcontractors, vendors, suppliers, employees, or persons for whom it is responsible, regardless of whether the acts or omissions are negligent; or (iii) the Work, including, but not limited to claims for:

14.1.1 Personal injury, including bodily injury, sickness or disease, or death to any persons, employees or agents of Subcontractor, any Indemnified Party, or any Separate Contractor, and/or damage to property of anyone (including loss of use) other than to the Work, caused or alleged to be caused in whole, or in part, by any actual or allegedly negligent act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable regardless of whether the personal injury or property damage is caused in part by an Indemnified Party.

14.1.2 Penalties, fees and costs imposed on account of the violation of any Applicable Law, including CalOSHA violations, orders, citations, rules, regulations, standards, ordinances or statutes, caused by the act or omission of the Subcontractor or those for whom it is liable.

14.1.3 Failure to obtain necessary licenses for performance of the Work and infringement of any Intellectual Property rights (including copyright or patent) that are brought against Contractor, City, Authority or Concessionaire arising out of the Work.

14.1.4 Project claims or stop payment notices for labor performed or materials used or furnished to be used for the Work, including all incidental or consequential damages resulting to an Indemnified Party from stop payment notices provided Subcontractor received payment for the Work at issue.

14.1.5 Any vicarious liability, whether real or alleged, of Indemnified Parties, arising or alleged to arise from any negligent acts, errors or omissions of Subcontractor or any of its tier subcontractors or consultants.

14.1.6 Failure of Subcontractor to comply with the insurance provisions set forth in Article 13 and Schedule R.9 of the Prime Contract.

14.1.7 Claims by third parties, including Separate Contractors, alleging or arising, in whole or in part, out of actual or alleged acts or omissions by Subcontractor, any of its subcontractors or suppliers (regardless of tier), and/or any of its or their respective directors, officers, employees, agents, partners, affiliates, subsidiaries, parents, successors and assigns (including without limitation, claims regarding alleged or actual delays, failure to cooperate or coordinate, damage to work performed by others, interferences, disruption, etc.).

14.1.8 Any violation or infraction by Subcontractor of any Applicable Law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees including, but not limited to, the use of Contractor's or others' equipment, hoists, elevators, or scaffolds.

14.1.9 Indemnification for Regulated Substances and Environmental Conditions pursuant to Section 12.2.

The specific listing in Subsections 14.1.1 through 14.1.9 will not in any way limit Subcontractor's agreement to indemnify any Indemnified Party for all acts and omissions of the Subcontractor and anyone for whom Subcontractor is responsible in the performance of the Work and other obligations under this Subcontract including the amount or type of damages, compensation or benefits payable by or for Subcontractor under the Workers' Compensation Acts, disability benefit acts or other employee benefit acts. The obligation to defend and indemnify will apply even if Subcontractor is not actively involved in the events that give rise to the claims for which a defense or indemnity is sought.

14.2 Exceptions. The defense and indemnification provisions in this Article 14 will extend to claims occurring after this Subcontract is terminated as well as while it is in force. Such provisions apply regardless of any passive negligence of any Indemnified Party. Subcontractor, however, will not be obligated under this Subcontract to indemnify an Indemnified Party for claims arising from that Indemnified Party's sole or active negligence or willful misconduct. Subcontractor will not be required to provide a defense or to indemnify Contractor to the extent of Contractor's own active negligence, provided that Subcontractor will continue to indemnify Contractor and provide a defense to the extent and in proportion to the degree that the Contractor is not actively negligent. Nothing herein will be construed to impose any obligation in conflict with the provisions of Civil Code section 2782, 2782.05, and/or Insurance Code section 11580.04. In the event of a conflict, the provision conflicting with Civil Code section 2782, 2782.05, and/or Insurance Code section 11580.04 will be reformed to provide the greatest protection to the Indemnified Parties allowed under the law.

14.3 Duty to Defend. The Subcontractor will:

14.3.1 At Subcontractor's own cost, expense and risk, defend all claims as required in Section 14.1 that may be brought or instituted by third persons including, but not limited to, Governmental Agencies or employees of Subcontractor, against the Indemnified Parties;

14.3.2 Pay and satisfy any judgment or decree that may be rendered against the Indemnified Parties arising out of a claim covered by Section 14.1; and/or

14.3.3 Reimburse the Indemnified Parties for any and all legal expense incurred by any of them in connection with the claim or in enforcing the indemnity granted in this section.

The duty to defend will apply, and Subcontractor will be required to furnish a defense, notwithstanding that there has not yet been an adjudication or finding of liability on the part of the Subcontractor or any Indemnified Party, or as to whether an exception to provide a defense or indemnity may apply.

14.4 Survival. This Article 14 will survive Final Completion of the Project or termination of this Subcontract.

15. WARRANTY AND GUARANTEES

15.1 Warranty. Subcontractor expressly warrants that all Work will be of appropriate quality, free from defects, and conforming to the Contract Documents and Applicable Laws. Subcontractor's warranty excludes damage due to improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Subcontractor will procure all tier subcontractor and manufacturer express warranties required under the Contract Documents on Contractor's behalf and will transmit the warranties to the Contractor as part of its close-out documentation. This provision will survive Final Completion of the Project or termination of this Subcontract.

15.2 Correction of Nonconforming Work. For a period of one (1) year commencing from Substantial Completion or the date of repair, whichever is later, and for longer periods specified in the Contract Documents for certain equipment manufacturers or suppliers, the Subcontractor will provide all labor, materials, and equipment necessary to promptly repair or replace any and all deficient, defective or non-conforming Work, provided that the Work was properly maintained and used, together with any other Work that is damaged during repair or replacement, without expense to the Contractor (including any additional re-inspection fees). If the Contractor's operations or use are impaired by the defective or deficient Work or its correction, the Subcontractor shall use such overtime labor and timesaving procedures as the Contractor may require at the Subcontractor's expense. Establishment of the one (1) year period for correction of Work relates only to the Subcontractor's express warranty on workmanship and specific obligation to correct defective or non-conforming Work, and has no relationship to statute of limitations periods for legal claims arising from this Subcontract.

15.2.1 The Subcontractor shall provide on-site troubleshooting services within five (5) days after receipt of notice in writing from Contractor of a problem with the Work. Contractor is hereby authorized to repair any defective or non-conforming Work, and the Subcontractor and its surety (if any) shall be liable for the cost thereof, if 10 days after giving of such notice to the Subcontractor, the Subcontractor has failed to make or undertake the repairs with due diligence. In case of emergency, where, in the opinion of Contractor, delay could cause serious loss or damage, repairs may be made without notice being sent to the Subcontractor, and the expense in connection therewith shall be charged to the Contractor, and its surety (if any) shall be liable for the cost thereof.

15.2.2 Also, as part of the close-out documentation for Substantial Completion, the Subcontractor shall execute and submit a completed "Warranty Form" in the format included in Exhibit J, for the Work, and any portion of the Work possessed. The Warranty Form shall be submitted prior to Substantial Completion or within five (5) days of the occupancy or use of a portion of the Project, whichever is applicable.

15.2.3 Prior to the expiration of the work correction period, Contractor reserves the right to hold a meeting and require the attendance of the Subcontractor. The purpose of the meeting is to review warranties, bonds, and maintenance requirements, and determine required repair or replacement of defective items.

15.3 Updated Information. The Subcontractor shall direct all of its equipment suppliers and/or manufacturers to promptly provide to it and to Contractor any and all information concerning product defects or other problems and shall promptly forward to Contractor any such information received, whether before, during, or after the warranty period.

16. DOCUMENT RETENTION & EXAMINATION

16.1 Records. The Subcontractor will keep full and detailed accounts and exercise controls as may be necessary for proper financial management under this Subcontract. The Contractor and Concessionaire will have the right during normal business hours to audit and copy the Subcontractor's documents related to this Project including, but not limited to, records, books, estimates, correspondence, instructions, drawings, receipts and invoices for materials, supplies and equipment, temporary facilities, etc., contracts, purchase orders, vouchers, memorandums, Change Orders and all substantiating documentation, certified payroll, and bid documents in order to evaluate accuracy and completeness of Subcontractor's billing. Should the audit disclose a material discrepancy from the payment applications or requirements of the Contract Documents, then in addition to repaying Contractor all sums due and owing, Subcontractor will pay 8% annual interest computed monthly from the date of the overpayment. Subcontractor agrees to remit payment of all monies due and owing no later than 30 Days after receipt of notice or, at Contractor election, Contractor may deduct the sums against any monies due to Subcontractor. The Subcontractor will preserve all Project records for a period of at least 10 years after final payment or termination, or for such longer period as may be required by law. The Subcontractor will incorporate Article 16 auditing provisions into all its subcontracts for the Project and require its subcontractors to keep detailed and accurate accounting records for their portion of the Work for a period of at least 10 years.

17. DISPUTE RESOLUTION PROCEDURE

17.1 General. "Disputes" are disputes, claims, or other matters in question between the Subcontractor and the Contractor arising out of or connected to this Project, including breach of contract. All Disputes will be resolved as provided in this Article 17, which article will survive Final Completion of the Project or termination of this Subcontract.

17.2 Notice and Informal Resolution. Either party may initiate the dispute resolution procedures stated in this Article by providing the other party with written notice of a potential Dispute which specifies in reasonable detail the basis of the Dispute and the remedy sought. The Subcontractor must give notice of a potential Dispute to the Contractor within 14 Days following the occurrence of the event or condition or circumstance giving rise to the potential Dispute or else all claims related to the Dispute are waived. Under no circumstances will a claim be made if it is barred by applicable statutes of limitation or repose. The authorized representatives of the parties will meet within seven (7) Days of receipt of a notice of potential Dispute and make good faith efforts to resolve it.

17.3 Senior Executive Meeting. If the authorized representatives of the parties are unable to resolve the Dispute, either party may request a meeting of senior executives of each party for the purpose of resolving the Dispute. Each party's senior executive will review the

Dispute in detail and then meet face-to-face to discuss and use good faith efforts to resolve the matter (“**Senior Executive Meeting**”). The Senior Executive Meeting will occur no later than 14 Days after the request made by a party for the meeting, unless the parties agree upon a longer period of time.

The parties will promptly designate a senior executive for purposes of this section. Any party may, if necessary, designate by notice a different senior executive at any time during the course of the Project. The Senior Executive Meeting will be for the express purposes of (a) exchanging and reviewing all pertinent non-privileged documents and information relating to the matters and issues in the Dispute; (b) freely and candidly discussing each party’s position; and (c) reaching agreement upon a reasonable, compromise resolution of the Dispute. If a negotiated settlement is reached, the terms of the settlement will be recorded in a written Change Order (prior to Final Completion) or a written settlement agreement (after Final Completion) signed by the parties.

17.4 Binding Arbitration. If the senior executives cannot resolve the Dispute as set forth above, the matter must be resolved through arbitration in accordance with the following arbitration procedures:

17.4.1 Joinder. The Prime Contract requires binding arbitration of disputes arising under it that are not informally resolved. Each of Contractor and Subcontractor consent to the joinder of any other parties, including Concessionaire, Authority or City, to the arbitration if the Disputes under this Subcontract and claims of other parties arise from the same, substantially the same, or interrelated facts, issues or incidents, or where separate arbitration of disputes creates risk of inconsistent awards or results. The Subcontractor has no right to join in proceedings between the Contractor and the Concessionaire unless the Contractor consents to the joinder.

17.4.2 Location. The arbitration shall take place at Los Angeles, California, or at such other location as the Contractor and Subcontractor may agree, unless the Dispute is being arbitrated as a part of a larger arbitration under the Prime Contract, in which case the arbitration of the Dispute will be at the location of the arbitration proceeding under the Prime Contract. The arbitration of the Dispute will be in accordance with the terms of this Section 17.4 and the Arbitration Rules.

17.4.3 Arbitration Notice. Upon the occurrence of a Dispute, and failure of the parties to resolve the dispute through the informal processes described above, either party may initiate the arbitration process by giving written notice to the other parties (“Arbitration Notice”) or as set forth in the Arbitration Rules.

17.4.4 Appointment of Arbitrator. Within 30 days of the Arbitration Notice, the Contractor and Subcontractor will agree upon the appointment of a single mutually approved arbitrator. The arbitrator shall be a retired judge from the California Superior Court or a retired judge or magistrate judge from the United States District Court for the Southern District of California. Such retired judge may be, but is not required to be, affiliated with a private dispute resolution service such as the American Arbitration Association or JAMS. No party to the proceeding may propose a retired judge who previously served in a judicial post in San Bernardino County, California. If the Contractor and Subcontractor are the only parties to the

arbitration and are unable to agree upon a single arbitrator within the 30-day period, then the Contractor and Subcontractor will each designate an arbitrator, and the arbitrators so designated by the Contractor and Subcontractor will, within 15 additional days, agree upon a third independent arbitrator. If the Dispute is being resolved under joinder to an arbitration under the Prime Contract, then the arbitrator(s) will be the arbitrator(s) selected pursuant to the Prime Contract. The parties shall mutually cooperate to retain the arbitrator(s) upon terms and conditions mutually satisfactory to the parties as soon as practicable after selection of the arbitrator(s).

17.4.5 Fees. The fees of the arbitrator(s) will be split equally among the parties unless the arbitrator(s) award(s) fees to the prevailing party as set forth in Section 17.4.7.

17.4.6 Discovery. For a period of 90 days following the appointment of the arbitrator(s) (or such longer period as the parties may mutually agree or the arbitrator(s) may direct), the parties to the arbitration will have the right to engage in discovery relevant to the matters in dispute pursuant to the discovery rules of the California Code of Civil Procedure.

17.4.7 Arbitration Rules. The arbitrator(s) will decide disputes pursuant to the Arbitration Rules in force at the time of the arbitration. The arbitrator(s) will be required to make a final determination, not subject to appeal, within 120 days from the designation of the arbitrator(s), and the parties to the arbitration will be bound by the terms of the final determination. The determination by the arbitrator(s) will be made in writing and will contain written findings of fact, and may be specifically enforced by a court of competent jurisdiction. The arbitrator(s) will determine a fair and equitable allocation of the reasonable expenses of the parties involved in the arbitration that are incurred in connection with the resolution of any dispute hereunder. Each party to the arbitration will bear its own attorney's fees, unless the arbitrator(s) determines that the nature of the action or defense of the losing party was frivolous, in which event the arbitrator will determine a fair and equitable attorney's fee to be paid by the losing party or parties to the prevailing party or parties.

17.4.8 Independence. The arbitrator(s) will retain independence of all parties to the arbitration, and no party shall engage or attempt to engage the services of the arbitrator(s) for any other purpose without prior written notice to the other parties.

17.5 Continuation of Work. Subcontractor must diligently continue to prosecute its Work, including Work that is disputed between Contractor and Subcontractor, and Contractor must continue to make all undisputed payments to Subcontractor, regardless of the existence of a Dispute or the pendency of dispute resolution proceedings between Subcontractor and Contractor.

17.6 Pass-through to Subcontractors. The Subcontractor will cause the provisions of this Article 17 to be incorporated in the subcontracts with subcontractors of any tier.

18. TERMINATION

18.1 Contractor for Cause. The Contractor may terminate this Subcontract upon not less than seven (7) Days written notice and an additional seven (7) Days to commence curing if the Subcontractor is in material breach of any term or provision of this Subcontract.

The notice will set forth the reason for termination and the effective date of termination after the period to cure. If the Contractor terminates this Subcontract for cause, the Subcontractor will not be entitled to any further payments until Final Completion of the Project. The Subcontractor will be entitled to payment for Work rendered through the effective date of termination upon Final Completion of the Project, less any amounts the Contractor expended for others to perform the Work set forth in this Subcontract or paid under other contracts as a result of the Subcontractor's breach. Nothing stated in this paragraph will prevent the Contractor from pursuing and recovering any damages allowed by law from Subcontractor arising out of the breach of this Subcontract. If a duly appointed arbitrator deems that termination of the Subcontractor was wrongful or otherwise improper, the termination will be deemed a termination for convenience under Section 18.2.

18.2 Termination By Contractor For Convenience. The Contractor may terminate this Subcontract for convenience upon seven (7) Days written notice at any time. The notice will state the extent and effective date of termination. The Subcontractor will be entitled to receive

(i) payment for all Work properly completed through the effective date of termination; (ii) the reasonable cost incurred by Subcontractor in securing and protecting the Work in progress against loss, damage, or deterioration; and (iii) no more than two (2) weeks of demobilization costs, plus any cancellation charges of suppliers, and other special costs approved by Contractor in advance. Subcontractor will not be entitled to receive compensation for the portion of the Work not performed or any lost profits. All disputes over termination will be resolved under Article 17.

18.3 Termination by Subcontractor for Cause. The Subcontractor may terminate this Subcontract upon 15 Days written notice and an additional 15 Days opportunity to cure, if the Contractor fails to make payment to the Subcontractor in accordance with this Subcontract or if the Project is suspended and all labor is ceased for more than 60 days provided that the suspension was not caused or due to any fault or neglect of the Subcontractor or those for whom it is responsible. The Subcontractor will be compensated for Work performed through the effective date of termination.

19. MISCELLANEOUS PROVISIONS

19.1 Governing Law. This Subcontract will be governed and construed in accordance with the laws of the State of California without regard to the principles of the conflict of laws. Both parties agree that any enforcement of a judgment or alternative dispute award will be filed with the appropriate court of law in San Bernardino County.

19.2 Notice. Any notice required to be given by this Subcontract will be in writing and deemed effective upon: (a) the date of personal delivery, if received by the addressee before 5:00 p.m. local time on a business day; (b) three (3) business days after being sent via registered or certified mail with a return receipt requested; or (c) one (1) business day after being sent by overnight commercial courier providing next-business-day delivery. Notices will be addressed to the following respective parties:

Contractor:

Chandrasekar Venkatraman
Veolia Water West Operating Services,
Inc.
437 N Riverside Ave Rialto, CA
92376

Subcontractor:

19.3 Effective Date. The Effective Date set forth above is the date as to which all Contract Documents have reference for purposes of coordination of their meaning and effect. Any Work commenced and any payments made pursuant to an award or letter of intent prior to the execution hereof will be deemed to have been done and paid after the Effective Date and governed by the terms of the Contract Documents.

19.4 Survival. The warranty, liability, indemnity, insurance, audit, and ownership of Work Product/Intellectual Property provisions of this Subcontract, along with the provisions of this Article 19, shall survive its termination or final settlement. The provisions of this Subcontract relating to bonds, termination and settlement of disputes and claims shall survive its termination, but not its final settlement.

19.5 Remedies. The remedies reserved for Contractor herein shall be cumulative and additional to any other or further remedies provided in law or equity.

19.6 Severability. The terms and conditions of this Subcontract will be interpreted in accordance with their plain meaning, and not strictly for or against either party. Any rule of construction or interpretation to the contrary will be of no force or effect with respect to this Subcontract. If a duly appointed arbitrator finds any term or provision of this Subcontract to be void or unenforceable for any reason, such term or provision will be deemed severed, and the remainder of the Subcontract will remain in full force and effect according to its terms and provisions, to the maximum extent permitted by law.

19.7 Commencement of Statute of Limitations. Causes of action between the parties to this Subcontract pertaining to acts or failures to act will be deemed to have accrued and the applicable statutes of limitations will commence to run not later than either the date of Substantial Completion for the Project, or the date of a recorded notice of completion, whichever is later.

19.8 Waiver. No action or failure to act by the Contractor or Subcontractor waives any right or duty afforded them under this Subcontract, nor will such action or failure to act constitute approval of or acquiescence in a breach of this Subcontract, unless specifically agreed to in writing.

19.9 Assignment of Contract. The Contractor and Subcontractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Subcontract and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this Subcontract. The Subcontractor may not assign this Subcontract without the written consent of the Contractor, and any unconsented assignment is

void. This Subcontract may be assigned, without the consent of Subcontractor, to the Concessionaire or an assignee or designee of the Concessionaire including the City, Authority or an assignee or designee of the Secured Parties if the Prime Contract is terminated, contingent upon the Contractor, Concessionaire, or such assignee or designee providing written notice to Subcontractor that the Concessionaire or such assignee or designee is taking this Subcontract by assignment.

19.10 Confidentiality and Non-Disclosure. During the performance of the Work, and for 10 years after Final Completion, Subcontractor shall not release information regarding the Work, except for information that is in the public domain, to any person. Noncompliance by the Subcontractor or others under the control or direction of the Subcontractor with this obligation shall be sufficient cause for Contractor immediately to terminate this Subcontract for cause without prior written notice, and shall entitle Contractor to injunctive and other relief from a court of competent jurisdiction. In addition, Subcontractor agrees to comply with any more restrictive confidentiality requirements imposed by Concessionaire in the Prime Contract. Subcontractor acknowledges that certain information disclosed by Subcontractor and in possession of Contractor, Concessionaire, Authority or City may be subject to disclosure under the Public Records Act (California Government Code Section 6250 et seq.).

19.11 Modifications. All modifications to the terms and conditions set forth in this Subcontract must be in writing and signed by an authorized representative of each party.

19.12 Counterparts. This Subcontract may be executed in counterparts, each of which will be deemed an original, and all of which when taken together will constitute one instrument.

19.13 Section Headings. The section headings contained in this Subcontract are for reference purposes only and will not in any way affect the meaning or interpretation of this Subcontract.

19.14 Time is of the Essence. Time is of the essence with respect to each and every provision of the Contract Documents.

19.15 Legal Citations. Legal citations to statutory requirements are included in the Subcontract and the General Conditions to the Subcontract for convenience and an omission of any statutory requirement will not relieve the Subcontractor or its subcontractors from compliance with the law.

19.16 State Licensing Requirements. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

19.17 Entire Agreement. The Subcontract and Contract Documents constitute the entire agreement between the Contractor and the Subcontractor and supersede any and all contemporaneous or prior oral and written negotiations, representations, or agreements by the parties with respect to the subject matter of this Subcontract.

This Subcontract is entered into as of the Effective Date first written above.

Contractor
Veolia Water West Operating Services, Inc.

Subcontractor
[NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Subcontractor License No. _____

EXHIBIT A

DEFINITIONS

1. DEFINED TERMS

1.1 “Applicable Law” means any federal, State, local (or other political subdivision) constitution, statute, law, rule, code, regulation, consent decree, consent order, consent agreement, permit, Governmental Approval, any determination or order entered, promulgated or approved by any Governmental Agency having jurisdiction, any common law or principle of common law applicable to, as the case may be, any of the Work, Project, parties, activities, requirements or obligations of the parties under the Subcontract.

1.2 “Arbitration Rules” means California Code of Civil Procedure, section 1280 et seq., as may be amended by the California State Legislature.

1.3 “Authority” means the Rialto Utility Authority, a California joint powers authority.

1.4 “Authority-Directed Change” means changes to the Project scope illustrated in the Construction Documents.

1.5 “Change of Law” means any of the following events occurring after the Effective Date:

1.5.1 the adoption, modification or repeal, or change in interpretation or application, of any Applicable Law; or

1.5.2 the modification, change in interpretation or application, or imposition of any material conditions, restrictions or limitations in any Governmental Approval, which imposes limitations, additional costs or burdens with respect to Subcontractor’s obligations under this Subcontract.

1.6 “Change Order” is a mutually agreed written order amending the Contract Time, Contract Price or other contract terms. All Change Orders will be executed by the Subcontractor and Contractor.

1.7 “City” means the City of Rialto, California.

1.8 “Construction Documents” means the permitted plans, specifications, calculations (if required) and other technical documents and reports describing the Work and listed in Exhibit B as the Construction Documents.

1.9 “Contract Documents” are those documents set forth in Article 3 of the Subcontract and all subsequent contract modifications issued after execution of the Subcontract such as Change Orders.

1.10 “Contractor” means Veolia Water West Operating Services, Inc.

1.11 “Contract Price” is the lump sum price set forth in Section 7.1 of the Subcontract for completing all Work in strict accordance with the Contract Documents, subject to adjustments through approved Change Order.

1.12 “Contract Time” is the period of time allotted under the Project Schedule set forth in Exhibit E for the Subcontractor to achieve Substantial Completion.

1.13 The word **“delay”** means any and every delay, obstruction, hindrance, interference, loss of productivity, or inefficiency of any kind.

1.14 “Design Change” means any change in the Construction Documents that materially affects Subcontractor’s performance of the Work.

1.15 “Direct Costs” is defined in Section 9.2 of the Subcontract.

1.16 “Effective Date” means the date agreed upon by the Subcontractor and Contractor for the effectiveness of the Subcontract, which is set forth on page 1 of the Subcontract.

1.17 “Environmental Condition” means the presence of any Regulated Substance on or at the Project site or any other location included in the sewage collection system or water delivery system, including the presence in surface water, groundwater, soils, or subsurface strata, or the migration of such a Regulated Substance from the Project site.

1.18 “Excluded Approvals” means those permits and approvals listed in Exhibit F.

1.19 “Final Completion” occurs on the date when Subcontractor has completed all Work in accordance with the Contract Documents; all final punch list items have been completed and accepted by the Contractor; the Project has been commissioned in accordance with the written testing and commissioning procedures; all close-out documentation required under the Construction Documents have been transmitted to the Contractor; a certificate of occupancy, if applicable, has been issued by the Governmental Agency having jurisdiction over construction of the Project; and confirmation of achievement of Final Completion from the Independent Engineer (if required) has been received.

1.20 “Financing Party” means any Person that provides debt or equity financing to Concessionaire, including conduit issuers, financial institutions, bondholders, financial insurers, and hedge providers, or any agent or trustee acting on behalf of such Person (including the bond trustee acting on behalf of the bondholders), or that is from time to time a party to, or has rights under, any Financing Document.

1.21 “Financing Document” means any loan agreement, trust agreement, credit agreement, continuing disclosure undertaking, tax agreement, pledge agreement, security agreement or other financing agreement or arrangement that Concessionaire may enter into in connection with the Concessionaire financing or additional Concessionaire financing (whether

by means of loans, financial insurance, letters of credit, guarantees, or any other means), any bond documents, the trust agreement or the depositary agreement and any hedging agreement and, in each case, the security agreements execute in connection therewith.

1.22 “General Conditions” means the general conditions attached to this Subcontract as Exhibit H. The Subcontractor will have those obligations described of subcontractors in the General Conditions to the extent applicable to the scope of this Subcontract.

1.23 “General Conditions Costs” means those costs described in Section 9.3 of the Subcontract.

1.24 “Governmental Agency” means any legislative, executive, judicial, or administrative department, board, commission, court, agency or other instrumentality of the Federal, State or local government, including a joint powers agency formed by two (2) or more of the foregoing.

1.25 “Governmental Approval” means any permit, license, approval, consent or other authorization which is required under Applicable Law for the Work or for the performance of any of the obligations under this Subcontract.

1.26 “Indemnified Party” includes Contractor, Concessionaire, City, Authority, Trustee and each Financing Party (including Secured Parties) and their respective officers, agents, directors, partners, members, employees, affiliates, parents and subsidiaries.

1.27 “Independent Engineer” means any independent third party engineer appointed pursuant to the Prime Contract to fill the role of Independent Engineer under the Prime Contract.

1.28 “Intellectual Property” means any patents, copyrights, trade secrets, licensed software, proprietary technology or systems, or other intellectual property right owned or licensed in accordance with Applicable Law.

1.29 “Interim Project Schedule” is a detailed work plan created by the Contractor to provide a three-week look ahead of upcoming work by Project contractors as well as documentation of Project work completed three weeks prior.

1.30 “Interim Work Directive” means a written directive issued by the Contractor authorizing the Subcontractor to proceed with a modification to the scope of Work. The Interim Work Directive is not a Change Order and will only be assembled and issued when there is not adequate time to process a Change Order prior to proceeding with revisions to the scope of the Work or where there is disagreement as to whether an item is included scope. The Subcontractor is responsible for providing rough order of magnitude pricing to the Contractor for use in assembling the Interim Work Directive.

1.31 “Monthly Project Schedule Updates” is a monthly schedule created by the Contractor incorporating the activities and schedule updates of the contractors on the Project.

1.32 “Overhead and Profit” is the amount included in the Contract Price for all costs

associated with those categories of items set forth in Section 9.4 of the Subcontract and all profit associated with performance of the Work, as well as the percentage set forth in Section 10.6.1 as the mark-up for any Change Order Work.

1.33 “Permitted Delay” means a delay qualifying for an extension of the date for Substantial Completion under Section 8.4 of the Subcontract.

1.34 “Person” means any natural person, corporation, limited liability company, partnership, firm, association, Governmental Agency or any other entity whether acting in an individual, fiduciary or other capacity.

1.35 “Prime Contract” means the Operations and Maintenance Subcontract made as of November 29, 2012 between Concessionaire and Contractor and the executed Final Work Authorization for the Project.

1.36 “Project” means the project described by the Construction Documents set forth in Exhibit B.

1.37 “Project Schedule” means the schedule included in the Subcontract as Exhibit E, as adjusted per the Subcontract.

1.38 “Prudent Industry Practices” means those methods, techniques, standards and practices which, at the time they are employed and in light of the circumstances at the time, are generally accepted as reasonably prudent in the wastewater treatment and collection or drinking water distribution industry or recycled water delivery industry as practiced in the Western United States and particularly in California for water and wastewater facilities of a similar size and used for similar purpose as the Project. Prudent Industry Practices is not necessarily defined as the optimal methods, techniques, standards or practices to the exclusion of others, but rather to refer to a range of methods, techniques, standards and practices that are reasonable under the circumstances.

1.39 “Record Documents” are described in Section 5.23 of the Subcontract.

1.40 “Regulated Substances” means any pollutant, contaminant, substance, hazardous substance, hazardous material, toxic substance, toxic pollutant, solid waste, municipal waste, industrial waste, or hazardous waste, petroleum or petroleum-derived substance, asbestos, or polychlorinated biphenyls, that is defined as such in, is subject to regulation under, or may form the basis for any requirement for investigation or remediation under, any Applicable Law.

1.41 “Secured Parties” means the bond trustee, in its capacity as trustee under the bond indenture; the bondholders and any other agents acting on behalf of the bondholders under the bond documents, including any depository bank, collateral agent and the Trustee; and the holders of any water authority parity debt or wastewater authority parity debt and any other agents acting on behalf of such holders, including any depository bank, collateral agent or trustee.

1.42 “Separate Contractors” means, as applicable, another subcontractor of Contractor, a separate contractor of the Authority, City, Concessionaire, or any subcontractors of any of the foregoing to the extent they are doing work on or adjacent to the Project site.

1.43 “Subcontractor” is defined on page 1 of the Subcontract.

1.44 “Substantial Completion” means the date when (1) the Project is sufficiently complete according to the Construction Documents, Contract Documents and the written testing and commissioning procedures to allow the Contractor to utilize the Project for its intended purpose and for the Contractor to begin training staff in the Project’s operation; (2) the Independent Engineer (if required) and Governmental Agency with jurisdiction has provided all necessary sign-offs and approvals for the use or occupancy of the Project.

1.45 “Substantial Completion Date” is the date shown in the approved Project Schedule as the milestone for Substantial Completion.

1.46 “Trustee” means Union Bank, N.A., as trustee under that certain Trust Agreement, dated as of November 29, 2012, by and among Rialto Water Services, LLC, Rialto Utility Authority, City of Rialto and the Trustee, and its successors and assigns thereunder.

1.47 “Uncontrollable Circumstance” means any act, event, condition or circumstance beyond the reasonable control of the Subcontractor, its tier subcontractors or anyone performing a portion of the Work on Subcontractor’s behalf or at Subcontractor’s direction under this Subcontract which prevents, delays or otherwise adversely affects the ability of the Subcontractor to perform its Work. Such acts, events, conditions or circumstances include, but are not limited to, Change of Law; labor disputes such as strikes, lockouts that cannot be resolved by Subcontractor through use of a dual gate, or other labor disturbances; earthquake, flood, hurricanes, or other natural disaster and acts of God; war, terrorism, or civil insurrection; any failure or delay in obtaining any Governmental Approval beyond Subcontractor’s or its tier subcontractors’ control and that was not due to any negligent act or omission in their respective performance of the Work; any failure, delay or interference by a third party (other than City, Authority, Concessionaire or Contractor); or issuance of a temporary restraining order or other form of injunction that prohibits prosecution of a material portion of Subcontractor’s obligations under this Subcontract.

1.48 “Unknown Site Conditions” means the discovery of (i) historical, archaeological or cultural finds; (ii) rare, endangered or threatened species; (iii) Regulated Substances; (iv) underground obstructions or underground utilities; (v) geotechnical or soils issues; or (vi) unknown features or conditions with respect to the Project site which were either unknown by Subcontractor or could not have been discovered by a reasonably prudent California state licensed contractor through diligent review of all documentation disclosed relevant to the Project and Subcontractor’s site investigation performed prior to the Effective Date.

1.49 “Work” or “construction work” means all labor, materials, services, equipment, supplies, tools, and appurtenances necessary for the proper completion of the construction work described in Exhibit B, and all of Subcontractor’s obligations under this Subcontract.

EXHIBIT B
CONSTRUCTION DOCUMENTS

Riverside Ave Central Water Improvement Project Plans and Specifications (including maps) are included as attachments to this Request for Proposal.

EXHIBIT C

CONTRACT PRICE BREAKDOWN; BILLING RATES

Please see attached Contractor proposal for price breakdown.

EXHIBIT D

SCOPE OF WORK

Please see the attached Technical Specifications and associated documents.

The Work consists of, but not limited to, construction of the following items:

This project consists of but not limited to the installation of approximately 950LF of water main, potholing for locating water lines and services, lowering service laterals, the replacement of fire hydrants, service lines, fire service lines, and the installation of isolating valves on side streets. The work also includes relocating the PRV station at the intersection of Riverside Avenue and Randall Ave.

The limits of the project are the Railroad Tracks on the North to San Bernardino Ave on the South along Riverside Avenue.

Scope:

1. Installation of 12" ductile iron pipe between the Railroad tracks to approx. 950 LF to South Street
2. Subcontractor shall be responsible for potholing all connections to confirm existing size and type prior to ordering any materials.
3. Subcontractor shall lower service laterals, replace fire hydrants, service lines, fire service lines, and install isolating valves on the side streets as noted within the Contract Documents.
4. Subcontractor shall abandon the existing water main and valve as noted within the Contract Documents.
5. Subcontractor shall relocate the PRV station at Randall Ave and Riverside Ave per the Contract Documents.
6. Subcontractor shall be responsible for installing permanent pavement (hot mix) after the work is complete .
7. Subcontractor shall be responsible for preparing and obtaining approvals on the engineered Traffic Control Plans, implementing traffic control throughout the duration of the work.
8. Subcontractor shall be responsible for obtaining no fee encroachment permit from the City of Rialto.
9. Subcontractor shall be responsible for coordinating sequence of work and schedule
10. Subcontractor shall be responsible to field fit pipes, valves, and appurtenances as required.
11. Subcontractor shall achieve minimum 90% compaction of the temporary pavement up to 1 ft below the surface.
12. Subcontractor shall engage the services of a Geotechnical consultant to provide compaction testing of all backfill and pavement. Subcontractor shall notify Veolia at least 48 hours in

advance of any paving activity.

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.

EXHIBIT E

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.

EXHIBIT F

EXCLUDED APPROVALS

1. Excluded Approvals

The Subcontractor is not required to obtain the following permits and approvals:

1.1 Any notification, approval, certification, environmental assessment, finding of no significant impact, or environmental impact report or equivalent required under the National Environmental Policy Act, 42 U.S.C. §4321 et seq. and CEQA, and the regulations adopted pursuant thereto;

1.2 Any regulatory permits for the operation of the water or wastewater treatment facility, as applicable; or

1.3 Any City zoning or land use approvals.

EXHIBIT G

INSURANCE

1. General. Subcontractor will procure and maintain all insurance required by this Exhibit with limits in accordance with Schedule R.9 to the Prime Contract with companies satisfactory to Contractor and Concessionaire. Certificates evidencing such insurance and, upon request of either Contractor or Concessionaire, copies of the insurance policies and endorsements will be promptly delivered to Contractor. The policies will provide that there will be no cancellation or material modification of coverage without 30 days (except for 10 days for non-payment of premiums) prior written notice to Contractor and Concessionaire. Evidence that the required insurance is currently in force is a condition precedent to Contractor's obligation to pay the Subcontractor.

2. Types of Required Insurance. Subcontractor will maintain the following coverages:

2.1 Workers Compensation; Employer's Liability. Workers compensation insurance and occupational disease insurance as required by law and employer's liability insurance with statutory minimum limits, covering all work places involved in this Subcontract. If applicable, Subcontractor will furnish a certificate of permission to self-insure under the workers' compensation and employers' liability insurance statutes of California. The workers compensation policy will be endorsed to include coverage for USL&H benefits if Subcontractor's employees work in or about navigable waterways.

2.1.1 Subcontractor and its consultants and subcontractors each waive any and all rights of recovery against Contractor, City, Authority, and Concessionaire for all losses or damages pertaining to the insurance required under this Section 2.1, if such loss or damage is covered by any other insurance policy in force (whether or not described in this Subcontract) or required to be in force at the time of the loss or damage.

2.2 Commercial General Liability. Commercial general liability insurance written on the occurrence basis on ISO form CG 00 01 12 04 or an equivalent form, with limits of not less than [\$1,000,000] per occurrence and in the annual project aggregate. Modified Occurrence form is not acceptable. The insurance will cover all operations of Subcontractor, including but not limited to: (i) premises, operations and mobile equipment liability; (ii) completed operations and products liability; (iii) contractual liability coverage including the tort liability of another assumed in a business contract; (iv) explosion, collapse, and underground property damage; (v) broad form property damage liability; and (vi) personal injury and advertising liability.

2.3 Automobile. Commercial automobile liability insurance coverage with limits not less than [\$1,000,000] per accident for bodily injury and property damage combined. Coverage will be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or an equivalent form and will apply to any auto including owned, hired, and non-owned autos.

2.4 Excess/Umbrella Liability. Excess or umbrella liability coverage will apply over the employer's liability, commercial general liability and automobile liability policies required

above and will be at least as broad as the underlying coverage, including but not limited to completed operations and contractual liability, with limits per occurrence and annual project aggregate as follows:

2.4.1 If Subcontractor's scope includes any of the following items of Work, Subcontractor's insurance limits will be [\$9,000,000]:

- installation of pipe, mains, services and meters;
- demolition, excavation and foundations;
- masonry or concrete (other than for projects involving only exterior/interior renovation);
- steel and welding;
- hoisting and scaffolding;
- painting (tanks) and sandblasting;
- roofing and waterproofing;
- carpentry (other than for projects involving only exterior/interior renovation);
- electrical (other than for projects involving only exterior/interior renovation);
- HVAC, plumbing or mechanical (other than for projects involving only exterior/interior renovation);
- use of hazardous equipment including cranes and boom trucks;
- installation of large equipment such as boilers, pumps, HVAC units, etc.
- if the scope of Work is related to plant or distribution systems.

2.4.2 if Subcontractor's scope does not include any of the items listed in Section 2.4.1 above, insurance limits will be [\$4,000,000].

2.5 Property Insurance/Contractor's Equipment. Subcontractor will insure its own property and equipment (owned, rented or borrowed) including but not limited to tools, materials, supplies, equipment, and temporary structures, including their contents except for such contents as are to be included in and remain a part of the permanent construction.

3. Subcontractor will require each of its subcontractors to procure and maintain during the life of the Project the same insurance coverages meeting the same requirements as those specified above for Subcontractor. Subcontractor will not allow any subcontractor to provide work in connection with the Project until that party has procured and provided evidence of the insurance specified herein.

4. City, Authority, Concessionaire, Contractor, Secured Parties and Separate Contractors as notified by the Concessionaire, and each of their respective officers, directors, employees and affiliates will be named as additional insured parties under the commercial general liability, automobile liability and umbrella/excess liability insurance policies with respect to the Work. The additional insured endorsement on the commercial general liability policy will include both "ongoing operations" and liability arising from "your work/completed operations" (the

equivalent of ISO additional insured endorsement CG20-10-11-85).

5. Certificates of insurance will be provided/updated annually until one year after Substantial Completion.
6. All insurance coverage (except workers compensation) to be maintained and furnished by Subcontractor will be primary and non-contributory with respect to any insurance maintained by any additional insured.
7. Each policy of liability insurance will include a waiver of subrogation in favor of all additional insured parties and will be endorsed to recite the name of the Project and the location of the Project site. If the Subcontractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they will be endorsed to provide cross-liability coverage.
8. Insurance coverage will be maintained by insurance companies that have a rating of at least A-VII in the most recent edition of A.M. Best's Key Rating Guide and are otherwise satisfactory to the Contractor and Concessionaire. The Contractor and Concessionaire have the right to periodically review Subcontractor's insurance policies and coverages and require changes to such policies to the extent that said insurance is relevant to this Subcontract. Any additional premiums or other associated costs for such changes will be at the Contractor's expense unless the policy fails to comply with the requirements of this Exhibit, in which case the Subcontractor will bear such costs.
9. The Subcontractor will be responsible for any and all deductibles under all policies without adjustment to the Contract Price.
10. If the policies of insurance referred to in this Exhibit require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.
11. Failure to maintain the required insurance is a material breach of contract. Also, if Subcontractor fails to maintain the insurance as set forth herein, Contractor will have the right, but not the obligation, to purchase said insurance at Subcontractor's expense.
12. By requiring insurance herein, Contractor does not represent that coverage and limits will necessarily be adequate to protect Subcontractor and such coverage and limits will not be deemed as a limitation on Subcontractor's liability under the indemnities granted in this contract.
13. Insurance form C G 20 12 will also be completed at the City's request which shall include the following additional insured:
 - 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

EXHIBIT H

SUBCONTRACTOR GENERAL CONDITIONS (SCHEDULE R.6 OF PRIME CONTRACT)

The Subcontractor General Conditions (Schedule R.6 of the Prime Contract) are attached to this Exhibit H for convenience and are part of the Contract Documents.

EXHIBIT I

WAIVER & RELEASE FORMS

See attached.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(CA CIVIL CODE §8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____

Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions;
- (2) Extras for which the claimant has not received payment;
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including:
 - (A) a right based on rescission, abandonment, or breach of contract; and
 - (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's
Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(CA CIVIL CODE §8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions;
- (2) Extras for which the claimant has not received payment;
- (3) Contract rights, including:
 - (A) a right based on rescission, abandonment, or breach of contract, and
 - (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's
Signature: _____

Claimant's
Title: _____

Date of
Signature: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(CA CIVIL CODE §8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

SIGNATURE

Claimant's

Signature: _____

Claimant's Title: _____

Date of

Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(CA CIVIL CODE §8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

SIGNATURE

Claimant's
Signature: _____

Claimant's
Title: _____

Date of
Signature: _____

EXHIBIT J
WARRANTY FORM

[Project Name]

Rialto, California

We hereby guarantee the [Project Name] that we have constructed for a period of one year from (Date) , which is the date of Substantial Completion of the Project or within such longer period of time as may be prescribed by Applicable Law or by the terms of any applicable special guarantee or extended warranty required by the Contract Documents.

The following are excluded from the provisions of this warranty:

We agree that if any of the equipment should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the Work fail to fulfill any of the requirements of the Contract Documents, we will, within five (5) days after receipt of written notice of such defects, provide on-site troubleshooting services, and within 10 days after receipt of written notice, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize Veolia Water West Operating Services, Inc. to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefore upon demand. We acknowledge and agree that Rialto Water Services, LLC has an express right to enforce this warranty or to proceed to have the defect repaired and made good at our sole expense should Veolia Water West Operating Services, Inc. fail to timely do so.

The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by the Contract Documents and by Applicable Law.

Contractor: _____

Signed: _____

Title: _____

Date: _____

SCHEDULE R.6
SUBCONTRACTOR GENERAL CONDITIONS
O&M Subcontract



SUBCONTRACTOR GENERAL CONDITIONS

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SCHEDULE R.6
SUBCONTRACTOR GENERAL CONDITIONS
O&M Subcontract

1. WORKERS AND WORKERS COMPENSATION

1.1 Strict Discipline and Good Order. At all times, Subcontractor will enforce strict discipline and good order among its employees. Subcontractor will not employ any unfit person or anyone not skilled in the construction work assigned on the Project.

1.2 Removal of Persons. The Concessionaire or Contractor can request removal of any person in the employ of the Subcontractor whom Concessionaire or Contractor believes incompetent, improper, disruptive, or a hindrance to Subcontractor's performance of its work. If the person is dismissed, he or she will not be re-employed to perform any portion of the work required under the Contract Documents without written approval of the Concessionaire and Contractor.

1.3 Insurance Certification. Subcontractor and its tier subcontractors and vendors are required to secure the payment of compensation of their respective employees in accordance with Labor Code section 3700. Before commencing any construction work on the Project, Subcontractor and each of its tier subcontractors and vendors will sign and file a certification with the Contractor and Concessionaire under Labor Code section 1861 stating the following:

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 construction work on the Project.

2. CONSTRUCTION RELATED WORK

2.1 Employment Standards. Subcontractor and all tier subcontractors performing material construction work for the Project, including delivery to the job site of major construction materials, shall:

2.1.1 Be bound by and signatory to a collective bargaining agreement with a labor organization whose jurisdiction covers the type of work to be performed, who is an "Approved Building Trades Department Contractor or Subcontractor," and whose collective bargaining agreement or other applicable documentation provides a mechanism for the expeditious resolution of jurisdictional disputes. For purposes of this section, "Approved Building Trades Department Contractor or Subcontractor" means a contractor or tier subcontractor who is signatory to a labor organization that is either currently affiliated with, or previously affiliated with as of January 1, 2001, the Building and Construction Trades Department of the AFL-CIO; and

2.1.2 Observe area standards for wages and other terms and conditions of employment, including fringe benefits.

2.2 Equipment and Machinery Procurement. Subcontractor and its tier subcontractors will seek to have a “best value” policy with respect to procurement of significant equipment or machinery (including fabrication) utilized in the Project. This best value approach will consider the quality assurance of union-built equipment and machinery.

3. WORKERS RIGHTS AND LABOR NEUTRALITY

3.1 Right to Organize. The Subcontractor and its tier subcontractors will honor the right of every worker to organize into a union of his or her choosing and remain neutral in any organizing efforts to ensure the exercise by employees and workers of their rights under Section 7 of the National Labor Relations Act, as well as to avoid picketing and other economic action against the employer. The Subcontractor and its tier subcontractors, as employers, will comply with the following policies:

3.1.1 Recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer;

3.1.2 Refrain from any action or statement that will directly or indirectly state or imply any opposition by the Subcontractor or its tier subcontractors, as employers, to the selection by any workers or employees of a collective bargaining agreement, or preference for or opposition to any particular union as a bargaining agent;

3.1.3 Provide access to workers and employees and union representatives to its non-public areas of the Project jobsites during non-working hours and on such other terms as the Subcontractor and its tier subcontractors, as employers, and the union representatives may reasonably agree for the purpose of organizing efforts; and

3.1.4 Upon request by union representatives, furnish a complete list of Subcontractor’s and its tier subcontractors’ employees and update that list periodically, as required by Applicable Law.

3.2 Labor Organization Representation. If a labor organization files a representation petition with the National Labor Relations Board seeking to represent employees of either the Subcontractor or its tier subcontractors at the Project site, the Subcontractor and its tier subcontractors will work in good faith to resolve any issues or other possible legal defects in the petition and set an election date that is within 30 days of the filing of the petition. If the employees freely vote by secret ballot to select a labor organization as their exclusive bargaining representative, the Subcontractor and its tier subcontractors will promptly recognize the labor organization and agree to meet for purposes of collective bargaining.

3.3 Collective Bargaining. If a labor organization is elected as the exclusive bargaining representative per Section 3.2, the Subcontractor and its tier subcontractors will be available for bargaining for no less than 15 weekdays in the first 120 calendar days after the certification of the representative issues by the National Labor Relations Board. If an agreement is not reached within the first 120 days after the certification has been issued, the Subcontractor

and its tier subcontractors agree to engage in mediation using the services of the Federal Mediation and Conciliation Service.

4. PREVAILING RATES OF WAGES

4.1 Applicability of Laws. Pursuant to Government Code section 5956.8, the Project is subject to California State prevailing wages. Subcontractor and its tier subcontractors will comply with any applicable California prevailing wage laws commencing with Section 1720 of Part 7 of Division 2 of the Labor Code. The Subcontractor acknowledges and agrees that it has performed its own investigation as to the applicability of California prevailing wage laws under Government Code section 5956.8 and commencing with Labor Code section 1720 et seq., and that the following provisions only include a summary of the requirements for prevailing wages under the California Labor Code. Prior to the start of construction, Subcontractor will acknowledge in writing, and cause each of its tier subcontractors to acknowledge in writing, that the final pricing includes full compensation for all labor in compliance with California Labor Code and that no additional compensation will be owed to Subcontractor or its tier subcontractors in the event that Subcontractor or its tier subcontractors are required to pay higher wages or incur additional costs related to compliance.

4.2 Subcontractor Compliance. The Subcontractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Although the Project is being performed pursuant to a public private partnership under Government Code section 5956, et seq., Subcontractor acknowledges that it must fully comply with the Prevailing Wage Laws with respect to the Project. The Subcontractor will obtain a copy of the prevailing rates of per diem wages before commencement of Project construction from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at http://www.dir.ca.gov/OPRL/statistics_research.html. Subcontractor will make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform construction work on the Project to interested parties upon request, and will post copies at the Subcontractor's principal place of business and at the Project site office. Subcontractor will defend, indemnify and hold the Contractor, Concessionaire, City and the Authority, and their respective elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of labor union disputes for failure by Subcontractor or any of its tier subcontractors to comply or allegedly fail to comply with the Prevailing Wage Laws.

4.3 Penalty for Paying Less Than Prevailing Wage. Under Labor Code section 1775, the Subcontractor and each of its tier subcontractors will forfeit as a penalty not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any construction work done by Subcontractor, or by its tier subcontractor, in violation of the provisions of the Labor Code. The difference between the stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate, will be paid to each worker by the Subcontractor or its tier subcontractor.

4.4 Monitoring Tier Subcontractor Compliance. The Subcontractor will monitor the payment of the specified general prevailing rate of per diem wages by its tier subcontractors to their respective employees by periodic review of the certified payroll records of its tier subcontractors. Upon becoming aware of the failure of any of its tier subcontractors to pay its workers the specified prevailing wage rate, the Subcontractor will diligently take corrective action to halt or rectify the failure including, but not limited to, requesting that the Contractor retain sufficient funds due the tier subcontractor for construction work performed on the Project. As part of its application for final payment, the Subcontractor will cause each of its tier subcontractors to provide an affidavit signed under penalty of perjury that the tier subcontractor has paid the specified general prevailing rate of per diem wages to its employees and any amounts due under Section 1813.

4.5 Penalty for Exceeding Maximum Hour Limits. The Subcontractor or its tier subcontractors will, as a penalty to the state or political division on whose behalf the Prime Contract is made, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the construction work for each calendar day that the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one (1) calendar week in violation of the provisions of Section 1813. Notwithstanding the provisions of sections 1810 to 1814, inclusive, of the Labor Code, or any stipulation inserted in the Contract Documents, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one (1) week, will be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

4.6 Posting of Rates. Contractor will post, at appropriate conspicuous points at the Project site(s), a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

4.7 Notice Regarding Complaints. The Division of Labor Standards Enforcement will notify the Subcontractor within 15 days of receipt of a complaint of the failure of any of its tier subcontractors to pay workers the general prevailing rate of per diem wages.

4.8 Copy of Certain Labor Code Provisions.

Section 1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1775

(a) (1) The contractor and any subcontractor under the contract shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the

body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided unredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing

with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body.

Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor

agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

Section 1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

5. EMPLOYMENT OF APPRENTICES

5.1 Applicability of Laws. The Subcontractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Subcontractor or any of its tier subcontractors. The Subcontractor will obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, or from the Division of Apprenticeship Standards, and its branch offices.

6. PAYROLL RECORDS

6.1 Maintenance. Pursuant to Labor Code section 1776, the Subcontractor and each of its tier subcontractors will maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee performing labor in connection with construction work at the Project. Subcontractor will certify under penalty of perjury that records maintained and submitted by Subcontractor are true and accurate and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any construction work performed on the Project. Subcontractor will also require its tier subcontractor(s) to certify weekly payroll records under penalty of perjury.

6.2 Submission and Availability. The payroll records will be certified and submitted by the Subcontractor on a monthly basis with its application for payment or at other times that may be designated by the Contractor. The Subcontractor will also provide the following:

6.2.1 A certified copy of the employee's payroll records will be made available for inspection or furnished to the employee or his or her authorized representative on request.

6.2.2 A certified copy of all payroll records described will be made available for inspection or furnished upon request of the Division of Labor Standards Enforcement ("DLSE"), the Division of Apprenticeship Standards ("DAS"), or the Department of Industrial Relations ("DIR").

6.3 Forms. The certified payroll records will be on forms provided by the DLSE of the DIR or will contain the same information as the forms provided by the DLSE.

6.4 Privacy. Any copy of records made available for inspection and furnished upon request to the public will be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Subcontractor or any of its tier subcontractors will not be marked or obliterated.

6.5 Compliance. In the event of noncompliance with the requirements of this Article 6, the Subcontractor will have 10 days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this Article. If non-compliance is evident after the 10-day period, the Subcontractor will, as a penalty, forfeit one hundred dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DAS or the DLSE, the penalties will be withheld from progress payments due.

7. REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES.

7.1 Responsibility. Unless specifically required in Subcontractor's scope of work, Contractor will be responsible for the timely removal, relocation, or protection of existing main or trunk-line utility facilities located on the Project site. If Subcontractor discovers utility facilities not identified in the Construction Documents, it will immediately notify the Contractor in writing and the Contractor will notify the utility company. If, however, removal, relocation or protection of existing main or trunk-line facilities is required by Subcontractor's scope of work, subcontractor may be reasonably compensated for the cost of locating or repairing damage to utilities that are not identified in the Construction Documents provided that the damage was not caused due to the negligence of the Subcontractor. Under no circumstance will Subcontractor be entitled to additional compensation if the removal, relocation or protection of the existing utilities was included in its scope of work and the presence of such utilities at the Project site can be inferred from other aboveground, visible facilities, such as buildings, meter and junction boxes, or on or adjacent to the Project site.

8. INSPECTION FEES FOR PERMANENT UTILITIES.

8.1 Fees. All governmental inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation will be Contractor's responsibility.

9. SOILS INVESTIGATIONS

9.1 Examination of Site. Subcontractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Subcontractor and its tier subcontractors are required to examine the site before submitting a bid and must make whatever tests they deem appropriate to determine the underground condition of the soil.

10. TRENCHING, SHORING AND UNKNOWN SITE CONDITIONS

10.1 Labor Code Compliance. Subcontractor will comply with Labor Code sections 6500, 6705, and 6707, and Public Contract Code section 7104 regarding trenching and shoring.

10.1.1 Permit Requirements for Trenches 5'-0" or More in Depth.

Subcontractor agrees to comply in full with section 6500 of the Labor Code and to provide the required permits prior to the initiation of any work, method, operation or process that involves: (i) construction of trenches or excavations that are 5'-0" or deeper and into which a person is required to descend; (ii) the construction of any building, structure, falsework, or scaffolding more than three (3) stories high or the equivalent height; (iii) the demolition of any building, structure, falsework, or scaffold more than three (3) stories high or the equivalent height; or (iv) the underground use of diesel engines in work in mines and tunnels.

10.1.1.1 Detailed Plans for Trenches 5'-0" or More in Depth. In compliance with Labor Code section 6705, the Subcontractor will submit to Contractor, and Contractor will submit to the Concessionaire, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches 5'-0" or more in depth. If the plan varies from shoring system standards, the plan will be prepared by a registered civil or structural engineer. The plan will not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

10.1.1.2 Separate Bid Items for Sheet piling, Shoring, etc. To the extent the construction work involves construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are 5'-0" or deeper, Subcontractor and its tier subcontractors will comply with all Applicable Laws, regulations, and codes, and all bids will contain, as a bid item, adequate sheet piling, shoring, and bracing, or equivalent method, for the protection of life or limb pursuant to Labor Code section 6707, which will conform to applicable safety orders. Nothing in this Article 10 will be construed to impose tort liability on the Contractor, Authority, City, Concessionaire or any of their respective employees.

10.2 Excavations Deeper than 4'-0". If Subcontractor's work involves digging trenches or other excavation that extend deeper than 4'-0" below the surface, Subcontractor will promptly, and before the following conditions are disturbed, notify the Contractor, in writing, of any:

10.2.1 Material that the Subcontractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Law.

10.2.2 Subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents or otherwise disclosed to Subcontractor as pre-existing Environmental Conditions.

10.2.3 Unknown Site Conditions.

10.3 Unknown Site Conditions or Environmental Conditions. The Contractor in conjunction with the Concessionaire and Authority will promptly investigate the conditions, and to the extent the conditions result in an adjustment to the Contractor's compensation or schedule under the Prime Contract, Contractor will be obligated to adjust Subcontractor's compensation or schedule to the extent applicable to Subcontractor's work.

10.4 Adjustment. If the physical conditions at the site are not Unknown Site Conditions or unknown Environmental Conditions and no change in terms of the Prime Contract is made due to such site conditions, the Contractor will notify the Subcontractor in writing, stating the reasons. Also, Subcontractor will not be entitled to an adjustment in compensation or schedule regarding claimed Unknown Site Conditions (whether above or below grade) or unknown Environmental Condition if:

10.4.1 Subcontractor knew of the existence of the conditions, or could have reasonably discovered the existence of the condition through diligent review of all disclosed documentation relating to the Project, at the time Subcontractor or any of its tier subcontractors submitted a bid for the Project, and did not qualify its contract price for such conditions; or

10.4.2 Subcontractor or any of its tier subcontractor should have known of the existence of the conditions as a result of having complied with the requirements of the Contract Documents; or

10.4.3 Subcontractor, or any of its tier subcontractor, was required to give written notice of the Unknown Site Conditions or unknown Environmental Condition under the Contract Documents, and failed to do so within the time required.

10.5 Dispute. In the event of a dispute, the Subcontractor and its tier subcontractor(s) will not be excused from the Substantial Completion Date for the Project and will proceed with all construction work to be performed under the Contract Documents. Disputes between the parties will be resolved in accordance with the dispute resolution provisions set forth in the Subcontract.

11. SURVEYING

11.1 Field Engineering. If specified in its scope of Work, Subcontractor or one of its tier subcontractors will employ a California State licensed civil engineer or land surveyor to provide field engineering services to establish benchmarks and line and grade for horizontal and vertical control.

12. DEMOLITION

12.1 Demolition Plan. Prior to commencing any required demolition work, Subcontractor will submit to Contractor, and Contractor will submit to the Concessionaire, a

demolition plan for review and approval. Under no circumstances can demolition interrupt operations of the existing water and wastewater facilities without ____ days written notice to Contractor and Contractor's prior approval. The Subcontractor's demolition plan will address, at a minimum, the following:

12.1.1 Identify areas that will require demolition and provide a schedule for those demolition activities that are coordinated with the operations and the approved project schedule;

12.1.2 Inventory materials and equipment that will be salvaged during demolition and whether the salvaged materials and equipment will be reused, recycled, or sold at fair market value on Concessionaire's behalf;

12.1.3 Document procedures for protecting the existing structures and/or materials, equipment and components that are remaining, as well as protection plans for adjacent property and persons that comply with the requirements in Article 15.

12.1.4 Document procedures for proper ventilation, noise, and dust control during demolition operations and clean-up after demolition is completed.

12.1.5 Document procedures for required disruption of any utility service as a result of demolition activities and a record of any utilities that are capped during the process. Any required shut-off or interruption of service must be approved in writing by Concessionaire and notice must be provided by Contractor in writing to affected utility customers at least ____ calendar days in advance of any disruption in service, which requires Subcontractor to notify Contractor at least five (5) more calendar days beforehand, and all necessary water, emergency power, etc., must be in place prior to shut-off or disruption.

12.1.6 Document procedures to ensure that fire protection and fire life safety equipment remain operable during demolition.

12.1.7 Provide for all required temporary sheeting, shoring, bracing or other structural support necessary to ensure stability of the existing structure or adjacent properties and prevent movement, settlement or collapse during demolition operations. All required temporary structural support will be designed by a California licensed structural or civil engineer and will comply with any trenching and shoring requirements in Article 10.

12.1.8 Document procedures to deal with encountering Environmental Conditions and Unknown Site Conditions.

12.1.9 Document procedures for hauling away and disposal of any demolished materials and equipment. The procedures should include, among other things, requirements for refrigerant recovery under the Environmental Protection Agency, a list of all required hauling permits, requirements for hauling and disposing of hazardous waste, volatile organic compounds or any other substance that is regulated by Health and Safety Code, the South Coast Air Quality Management District or any other governmental agency that regulates the proper hauling and disposal of certain materials and substances.

12.1.10 Document procedures to ensure that removal and replacement of equipment will not void any existing warranties.

12.1.11 Require a survey of existing conditions and video or photographic documentation before commencement of the demolition activity to demonstrate existing conditions of adjacent areas or property.

12.2 Permits and Fees. Subcontractor or its tier subcontractors will secure all required hauling permits. The cost for all permits and dumping fees is included in Subcontractor's Contract Price, subject to any approved Change Orders for Unknown Site Conditions or unknown Environmental Conditions in accordance with Article 10.

13. ENVIRONMENTAL CONTROLS

13.1 Water Control. During construction, Subcontractor or its tier subcontractors will maintain all trenches and excavated areas free from water accumulation and will provide the necessary barriers to protect the improvements at the Project site from ponding, running water and soil erosion. Subcontractor or its tier subcontractors will provide for increased drainage of stormwater and any water that may be applied or discharged on the site during performance of the construction work. All drainage facilities will be adequate to prevent damage to the construction work, Project site, and adjacent property. Subcontractor or its tier subcontractors will construct dikes, if necessary, to divert any increased runoff from entering adjacent property (except in natural channels), to protect the Project site and the construction work, and to direct water to drainage channels or conduits. Subcontractor or its tier subcontractors will provide ponding as necessary to prevent downstream flooding.

13.2 Pollution Control. Subcontractor or its tier subcontractors will provide a plan that meets the requirements of California Stormwater Best Management Practices (Stormwater Quality Task Force, 1993) to prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances and/or soil erosion during construction operations.

13.2.1 No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible best management practices will be taken to prevent materials from entering into any drain or watercourse.

13.2.2 In the event that dewatering of excavations is required, Subcontractor or its tier subcontractors will obtain the necessary permits from local governmental authorities for discharge of the dewatering effluent. Subcontractor will be responsible for assuring that water quality of the discharge meets the appropriate permit requirements prior to any discharge.

13.3 Erosion Control. Subcontractor or its tier subcontractors will provide an erosion control plan that is consistent with Storm Water Pollution Prevention Plan ("SWPPP") requirements to prevent soil erosion at the Project site and adjacent property resulting from construction operations. Effective measures will be initiated before commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.

13.3.1 Erosion and sedimentation control practices will include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geo-fabrics, drainage swales, and sandbag dikes.

13.3.2 The construction work will be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation will be preserved to the greatest extent practicable. Temporary storage and construction buildings will be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover will be provided as necessary to control runoff.

13.4 Traffic Control. Unless specifically required in Subcontractor's scope of Work, Contractor will provide a traffic control plan in accordance with the California Department of Transportation Traffic Manual as part of its site logistics plan. Contractor will submit its traffic control plan to the Concessionaire and the appropriate agency for approval before commencement of the construction work. Subcontractor will comply with the approved traffic plan.

13.4.1 Traffic control will include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flagmen to direct vehicular traffic through the construction areas. No material or equipment will be stored or parked where it will interfere with the free and safe passage of public traffic. Subcontractor or its tier subcontractors will remove all equipment and other obstructions from the public right-of-way at the end of each day's work, and at other times when construction operations are suspended for any reason.

13.4.2 All traffic associated with construction operations, including without limitation delivery and mail trucks, will enter Contractor's access gate and road. Subcontractor or its tier subcontractors will provide signs directing construction and delivery traffic to this gate and will take all necessary steps to minimize inconvenience to the general public throughout the construction process. No driveways or private roads will be blocked without notifying the property owner, and access must be restored during all non-working hours.

13.4.3 Safe access must be maintained for pedestrian traffic throughout any public work area at all times.

13.4.4 At least one lane of traffic in each direction on all roads used during a Project must be kept open at all times unless prior approval is provided by any affected agency. No roads will be blocked or made inaccessible, due to Subcontractor's or its tier subcontractors' construction work, without prior written consent of the affected agencies in the form of an encroachment permit. Under no circumstances will the Subcontractor or its tier subcontractors block or obstruct fire lanes at any time.

13.5 Air Pollution Control. Subcontractor and its tier subcontractors will comply with all applicable air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt will be labeled to indicate that the contents fully comply with the applicable material requirements. Dust control will be provided for all demolition operations and Subcontractor and its tier subcontractors will provide dust control as required for their respective operations.

13.6 Fire Protection Control. Subcontractor will provide fire watch and be responsible for all fire prevention in connection with its scope of Work. Open fires will not be permitted on or around the Project site.

13.6.1 The Subcontractor will make chemical fire extinguishers available at the location where the Subcontractor or its tier subcontractors perform any torch cutting or welding operations. Subcontractor will provide the Contractor with notice prior to undertaking any torch cutting and welding operations. Subcontractor and its tier subcontractors, if performing cutting or welding operations, will undertake all appropriate safety measures including but not limited to a fire watch, fire extinguishers, and fire blankets and will be responsible for any damage caused by its operations.

14. SAFETY

14.1 OSHA. Subcontractor and its tier subcontractors will maintain emergency first aid treatment for their employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

14.2 Health and Safety Plan. Employers on a construction project are responsible for the health and safety for their workers as regulated by municipal, State, and Federal acts and regulations. If Contractor does not provide Subcontractor with a safety plan, Subcontractor will prepare and submit a safety plan that complies with OSHA regulations regarding health and safety of workers to Contractor before commencement of any construction work. Regardless of the safety program, Subcontractor and its tier subcontractors are obligated to comply with all Applicable Laws, regulations, and codes concerning safety applicable to the construction work and to the safety standards established under Applicable Laws during the progress of the Project.

14.3 Signs. Subcontractor and its tier subcontractors will erect and maintain, as required by existing conditions and performance of the construction work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

14.4 Weekly Safety Meetings. Subcontractor will hold weekly meetings with its tier subcontractors to review tier subcontractor compliance with the health and safety program.

14.5 Material Safety Data Sheets (“MSDS”). Subcontractor and its tier subcontractors must comply with all requirements of the Hazard Communication Standard (Title 29, Code of Federal Regulations, Part 1910, as amended). Subcontractor will, at a minimum (i) keep all MSDS on file electronically at the Project site, with regularly updated lists of the MSDS copied to Contractor; (ii) cause all tier subcontractors and employees to clearly label all hazardous compounds as to content with appropriate warnings noted and the name and address of the manufacturer listed; and (iii) ensure that all tier subcontractors and employees using hazardous compounds are trained in protective handling and are knowledgeable about the potential hazards.

14.6 Safety Walks. Subcontractor will conduct daily jobsite inspections to verify that the construction work is being performed in a safe and workmanlike manner and in accordance

with the health and safety program. Subcontractor will provide written notice to its tier subcontractors demanding immediate correction of any known safety violation.

15. PROTECTION OF WORK AND PROPERTY

15.1 Safety and Protection. Subcontractor and its tier subcontractors will be responsible for providing a safe place for the performance of the construction work and for the physical conditions and safety of areas affected by the Project. Subcontractor and its tier subcontractors will take all necessary precautions to provide for the safety and protection of all persons who may come in contact with the Project and for all property within or adjacent to the Project site including adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures. Subcontractor and its tier subcontractors will repair any damage caused by their operations at their own respective expense and will provide protection to prevent damage, injury or loss to:

15.1.1 Employees and other persons at the Project site;

15.1.2 Equipment, materials, and vehicles stored at the sites or off-site if under the care, custody, or control of the Subcontractor or its tier subcontractor;

15.1.3 Existing structures, property and the work of other separate contractors performing separate work on behalf of the Authority, Concessionaire or Contractor (other than Subcontractor).

15.2 Requirements. Subcontractor and its tier subcontractors will:

15.2.1 Enclose the working area with a substantial barricade, and arrange construction work to cause minimal inconvenience and danger to the public;

15.2.2 Provide substantial barricades around any shrubs or trees indicated to be preserved;

15.2.3 Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all construction work, all facilities that may have been damaged are restored to a condition acceptable to the Contractor, Concessionaire and the Authority;

15.2.4 Preserve and protect from injury all buildings, pole lines and all direction, warning, and mileage signs that have been placed within the right-of-way.

15.3 Field Offices. All Subcontractor field offices will be constructed of fire resistant materials. The Subcontractor will coordinate with Contractor regarding site logistics, storage and field offices as Project site conditions permit. Construction details of the Subcontractor's or its tier subcontractor's field office(s) and their location on the site will be subject to the approval of the Contractor and Concessionaire, which will not be unreasonably withheld, and will contain adequate fire protection equipment. Field office relocation, if required, will be at the Subcontractor's expense.

15.4 Temporary Protection. Subcontractor will provide barricades (lighted, if required), fences, and protection necessary for general safety as related to its scope of work.

Subcontractor will notify the Contractor 48 hours prior to removing any safety installation. Subcontractor and its tier subcontractors who damage or remove safety or protective work during the performance of their respective construction work will be responsible for the immediate restoration of the safety or protective installations to ensure continuous compliance with all applicable safety regulations and any safety requirements per OSHA regulations.

15.5 Damages to Materials and Equipment. Subcontractor is responsible to notify the Contractor of any damage to material or equipment during the Project and will immediately repair or restore the damage to the satisfaction of the Contractor and Concessionaire.

15.6 Precautionary Measures. These precautionary measures will apply continuously and not be limited to normal working hours.

15.7 Investigation and Reporting. If damage to persons or property occurs as a result of construction work during the Project, Subcontractor will be responsible for proper investigation and documentation, including video or photography, to adequately memorialize and make a record of what transpired. The Contractor and Concessionaire will be entitled to inspect and copy any documentation, video, or photographs.

16. TEMPORARY FACILITIES

16.1 Temporary Electricity. Unless specifically required in Subcontractor's scope of work, Contractor will provide, maintain, and pay for temporary electrical power at the Project site for construction purposes and trailers. In certain situations, permanent power may be available through Authority, but Subcontractor must provide all necessary wiring and appurtenances for connection to Authority's facilities system. Contractor will meter all connections to determine usage rates. For smaller loads, such as test equipment, work area lighting, and small hand tools, Subcontractor may use existing electrical circuits following approval in writing by Contractor.

16.2 Temporary Communications. Subcontractor will provide, maintain, and pay for all applicable communications and data service connections for its field offices, including all installation and connection charges.

16.3 Temporary Water. Subcontractor will provide, maintain, and pay for all required potable water required for construction field personnel as well as water required for and in connection with its construction operations such as dust control. Unnecessary waste of water will not be permitted. Subcontractor and its tier subcontractors must use special hydrant wrenches for opening and closing fire hydrants in lieu of pipe wrenches.

16.4 Temporary Fences. Subcontractor will provide all necessary temporary fencing and gates required for the Project site. Temporary fencing will be subject to restrictions in the use permit. Subcontractor will maintain all fences through Final Completion of the construction work. Gates are to remain closed and locked during off-hours.

16.5 Temporary Sanitary Facilities. Unless specifically required in Subcontractor's scope of work, Contractor will provide and maintain all required temporary toilets for use of all construction personnel and field labor through Final Completion of the construction work.

Location of temporary sanitary facilities must be approved by Contractor prior to delivery. Contractor will provide at least one (1) temporary toilet facility for every 20 persons. Unless otherwise permitted, Subcontractor and its tier subcontractors will cause all construction personnel (including field labor) to use temporary sanitary facilities rather than the Authority's facilities. All temporary sanitary facilities will comply with the Department of Health standards.

16.6 Temporary Barriers and Enclosures. Subcontractor or its tier subcontractors will provide barriers to prevent unauthorized entry to construction areas, to allow for safe use of the Project site, and to protect existing facilities and adjacent properties from damage from construction operations.

16.7 Construction Equipment and Aids. Subcontractor or its tier subcontractors will furnish, install, maintain, and operate all construction equipment required by the performance of the construction work. Construction aids include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of construction personnel or the public are in progress, Subcontractor or its tier subcontractors will enclose the area of activity to contain the dust, over-spray, or other hazard.

16.8 Removal of Temporary Facilities and Equipment. Subcontractor or its tier subcontractors will remove all temporary utilities, equipment, facilities, and materials before final inspection of the Project and clean and repair any damage caused by installation or use of temporary work restoring Authority's existing facilities to their original conditions.

17. QUALITY ASSURANCE AND QUALITY CONTROL

17.1 Testing and Inspection. Materials and equipment to be furnished under the Contract Documents are subject to testing and inspection.

17.2 Permits, Licenses, and Certificates. Subcontractor will submit to Contractor record copies of the all permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and other similar documentation demonstrating compliance with standards and regulations bearing on performance of the construction work.

17.3 Quality Control Plan. Subcontractor will assist Contractor to prepare and submit to the Concessionaire for approval a plan that describes the procedures and methods Subcontractor and its tier subcontractors will utilize to control the quality of the construction work. The Quality Control Plan must be approved before the start of construction and will reflect any testing and inspection requirements. Contractor may require revisions of the Quality Control Plan that are necessary to ensure the specified quality of the construction work. Contractor and Subcontractor will assign appropriate site personnel to oversee quality control. At a minimum, the Quality Control Plan will provide information regarding the following:

17.3.1 Quality control supervision and document control;

17.3.2 Identification of personnel for required training and qualification activities;

17.3.3 Procedures for testing and inspections that identify individual inspection or testing points and acceptance criteria, and include provisions for recording results and the responsible inspection/test personnel;

17.3.4 Procedures for identifying what applicable technical and quality requirements will be required of vendors supplying materials, parts and services to ensure compliance with the approved Construction Documents;

17.3.5 Procedures for receiving, inspecting and accepting materials and equipment. The procedures will include, at a minimum, examination of the physical condition for compliance with the approved Construction Documents, purchase order and/or subcontract agreement, and identifying and processing any non-conforming goods;

17.3.6 Provisions for identifying and timely remedying non-conforming or defective construction work;

17.3.7 Documentation control to maintain records of the activities included in the Quality Control Plan. All documentation will be submitted to Contractor for submission to Concessionaire as part of the close-out documentation for the Project and therefore must be logically organized and indexed for reference.

17.4 Manufacturer's Field Services. To the extent required, Subcontractor will engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. All manufacturers' field service reports must be in writing and included as part of the records turned over to Contractor during close-out.

17.5 Quality Control Reports. Subcontractor will keep daily Quality Control Reports throughout the duration of the construction process certifying that the relevant areas of the construction work have been inspected. The Quality Control Reports will be prepared, signed and dated by the Subcontractor's personnel identified as the supervisor in the Quality Control Plan and will include, at a minimum, the following information:

17.5.1 Identification of the material, equipment or component that was inspected and indicate, if applicable, if the submittals have been reviewed and approved;

17.5.2 Indicate that all materials and/or equipment that have not been installed have been properly stored and protected;

17.5.3 Indicate that the construction work has been coordinated by Subcontractor and its tier subcontractors, that all required preliminary work has been inspected by the Quality Control personnel and was properly performed, and that the area is ready to receive subsequent construction work. If the construction work is not acceptable, provide a written description of any re-work required in the area inspected with an explanation of the cause of the re-work (including which tier subcontractors are involved), any cost involved in the required re-work, and the expected completion date of the required re-work;

17.5.4 Results of any off-site testing or quality control work and any required further actions;

17.5.5 Other necessary information including, directions received, quality control problem areas, deviations from the Quality Control Plan, construction deficiencies encountered, Quality Control meetings held, acknowledgement that as-built drawings or building information models have been updated (if applicable), corrective direction given by Quality Control personnel, and corrective action taken by Subcontractor or its tier subcontractors.

17.6 Test and Inspection Logs. Subcontractor will maintain an on-site inspection log that is accessible by the Contractor, Concessionaire, Authority, independent engineer, testing agency, special inspector, and any governmental authority with jurisdiction over the Project. Subcontractor will timely provide information necessary for Subcontractor to maintain the log with respect to Subcontractor's scope of work. The log will document all tests and inspections performed on the Project during construction. The record of tests will include the following information:

17.6.1 Request for Inspection;

17.6.2 Date test or inspection was conducted;

17.6.3 Identity of testing agency or special inspector;

17.6.4 Description of the construction work tested or inspected;

17.6.5 Identification of any drawings or applicable details on the approved Construction Documents or submittals that were used during testing and inspection;

17.6.6 Date that the test or inspection was concluded and the date that the results were transmitted to Contractor.

18. LAWS AND REGULATIONS

18.1 Notices. Subcontractor will give all notices and comply with all Applicable Laws, ordinances, rules and regulations bearing on conduct of its construction work. If Subcontractor observes that the Construction Documents are at variance with any laws, ordinances, etc., Subcontractor will promptly notify the Contractor, in writing, and any necessary changes will be made. If Subcontractor or its tier subcontractors perform any construction work knowing it to be contrary to Applicable Law and without notice to the Contractor, Subcontractor will bear all costs associated with any required corrections or repairs.

18.2 Americans with Disabilities. Subcontractor will be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.) in relation to requirements related to the construction work.

19. NOTICE OF THIRD-PARTY CLAIMS

19.1 Third-Party Claims. Contractor will provide Subcontractor with timely notification of the receipt of any third-party claim relating to the Subcontractor's work.

Subcontractor will provide Contractor with timely notification of the receipt of any third-party claims relating to the Subcontractor's work.

20. DRUG FREE WORKPLACE CERTIFICATION.

20.1 Subcontractor's Certification. Subcontractor certifies, and will cause its tier subcontractors to certify, that it has complied with Government Code section 8355 relating to a drug-free workplace and will address these requirements in its health and safety program. Subcontractor will submit a certificate under penalty of perjury stating that Subcontractor and its tier subcontractors will:

20.1.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

20.1.2 Establish a drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the person's or organization's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations;

20.1.3 Subcontractor will require that each employee, as well as tier subcontractors and each of their respective employees, performing construction work on the Project be given a copy of the statement required by Section 20.1.1 and that the employee agrees to abide by the terms of the statement as a condition of employment.

21. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

21.1 Non-Discrimination Policy. Pursuant to Labor Code section 1735 and other applicable provisions of law, Subcontractor and its tier subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or disability in the performance of its obligations under the Contract Documents. Subcontractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or disability and will comply with the following requirements:

21.1.1 During the performance of the Contract Documents, Subcontractor and its tier subcontractors will not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor will they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Subcontractor will ensure that the evaluation and treatment of employees and applicants for employment are free of discrimination.

21.1.2 Subcontractor will comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.), the regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code sections 11135-11139.5).

21.1.3 Subcontractor will permit access by representatives of the Department of Fair Employment and Housing upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to its books, records, accounts, other sources of information and its facilities as the Department requires to ascertain compliance with this clause.

21.1.4 Subcontractor and its tier subcontractors will give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements.

21.1.5 Subcontractor will include the nondiscrimination and compliance provisions of this clause in all subcontracts.

22. OWNERSHIP OF DESIGN DOCUMENTS

22.1 Non-Exclusive, Irrevocable License. Subcontractor and its tier subcontractors and consultants each assign or grant to Contractor and Concessionaire a non-exclusive, irrevocable license with respect to all Intellectual Property that is required to complete the design and construction of the Project or otherwise required for Contractor to perform its services under the Prime Contract including any Intellectual Property regarding the operation and management of the Project facility. With respect to Intellectual Property that is licensed by Subcontractor or an affiliate of Subcontractor from any design professional, tier subcontractor or other person or entity, or any Intellectual Property that is owned by Subcontractor, an affiliate of Subcontractor or any of Subcontractor's tier subcontractors or consultants, Subcontractor and its tier subcontractors and consultants each assign or grant to Contractor a non-exclusive, irrevocable license for the additional purpose of completing the design and construction of the Project, but only to the extent that such license is required in order to properly design and construct the Project facility in accordance with the terms and conditions of the Prime Contract.

22.1.1 Exceptions. The following exceptions apply:

22.1.1.1 Nothing contained in Section 22.1 limits the rights, title and interest of the Subcontractor, or any of its design professional or their design consultants, or any design-build tier subcontractor, or vendor to continue to use their respective general design details that each of them uses or has used on multiple projects, or new standard design details that were or may be developed during design of the Project.

22.1.1.2 If Subcontractor is providing design-build services and Subcontractor is terminated rather than assigned to Concessionaire before completion of its services and Concessionaire or Contractor uses incomplete design documents for further work or services connected with the Project, then Concessionaire and Contractor will each release the Subcontractor from claims and causes of action arising from further development of the design-build documents. However, the design professional who was responsible for the design-build

documents will remain liable to Contractor, Concessionaire and Authority for the information contained therein prior to the termination date, and other design professionals retained by the Contractor, Concessionaire and/or Authority to complete the Project will be entitled to rely on the accuracy of the information reflected in those design-build documents. Concessionaire and Contractor, as applicable, will indemnify and hold the Subcontractor and its designers harmless from claims and causes of action arising out of future use of the design-build documents but only to the extent that the claims or causes of action arise from the further development of the design-build documents after the termination date and provided that the error and omission was not present in the design-build documents prepared by the Subcontractor or its designers or caused by the negligent performance of the design-build services for the Project.

22.2 Statutory Copyright. All copies made under this license will bear the statutory copyright notice, if any, shown on the Intellectual Property. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the copyright or other reserved rights and interests.

23. TRUTH IN NEGOTIATIONS/REPRESENTATIONS.

23.1 Employees. Subcontractor warrants that Subcontractor has not employed or retained any company or person other than a bona fide employee working solely for subcontractor, to solicit or secure this Subcontract and that has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Subcontractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Subcontract.

23.2 Contract Price. Subcontractor warrants that the prices for the services sold Contractor hereunder are not less favorable than those currently extended to any other customer of Subcontractor for the same or similar services in similar quantities. Subcontractor further warrants that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of the Subcontract. The Subcontractor agrees that the original Contract Price and any additions thereto may be adjusted to exclude any significant sums by which Contractor or Concessionaire determines the Contract Price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

23.3 Gratuities. The Subcontractor represents and warrants that in connection with its performance of this Subcontract, it has not or will not, directly or indirectly, pay, give, offer, promise to pay or give, or authorize the payment or giving of any money, gift, or things of value to any governmental official, political party, or candidate for political office; or to any person who knowingly will give all or a portion of the money, gift, or thing of value to any such official in its official capacity. Breach of this representation or warranty will be considered a default under the terms of this Subcontract and will, in addition to any other remedies, entitle Contractor to recover all amounts paid to Subcontractor under this Subcontract.

24. COMMUNICATIONS.

24.1 Inquiries. All inquiries the Subcontractor may have concerning this Subcontract will be made to Contractor and not directly to the Concessionaire.

24.2 Correspondence. All of Subcontractor's written correspondence or communication regarding this Subcontract will include Contractor's Subcontract Number and Work description, and shall be mailed or delivered to Contractor's designated representative.

25. CLEAN UP AND RECYCLING

25.1 Material Recycling. Subcontractor will endeavor to reduce the amount of waste material generated during construction. Construction waste that is unavoidably generated will be segregated into recyclable and non-recyclable materials. Recyclable materials will preferably be reused during construction, but if reuse is not practical, will be recycled rather than being transported to a landfill.

25.2 Cleaning Up. Subcontractor will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the work of Subcontractor or its tier subcontractors. At completion of the construction work, Subcontractor and its tier subcontractors are responsible for removing their waste materials, rubbish, construction tools and equipment, machinery and surplus materials from and about the Project site. If Subcontractor fails to clean up as provided in the Contract Documents, the Concessionaire or Contractor may do so and the cost associated with the clean-up will be at Subcontractor's sole expense.

SCHEDULE R.9
SUBCONTRACTOR AND CONSULTANTS INSURANCE
REQUIREMENTS
O&M Subcontract



SUBCONTRACTOR INSURANCE REQUIREMENTS

The attached exhibit contains the insurance coverage limits and requirements for subcontractors engaged by Concessionaire (other than Contractor) and Contractor as required by Section 21.2.

Vendor/Contractor/Trade		Coverage: Commercial General Liability	Auto Liability	Workers Compensation Workers Compensation	Employers Liability	Umbrella or Excess Liability	Professional Liability or Errors and Omissions	Pollution Liability	Property***	Comprehensive Crime or Fidelity Bond
Service and Maintenance:										
	Carpentry	1,000,000	1,000,000	Statutory	1,000,000	4,000,000				
	Electrical	1,000,000	1,000,000	Statutory	1,000,000	4,000,000				
	HVAC/Plumbing/Mechanical	1,000,000	1,000,000	Statutory	1,000,000	4,000,000				
	Minimum \$5,000,000 Excess over primary limits required for Exterior/Interior Renovations - Short Term in nature where work is done in existing buildings or structures having a value of \$100,000 or less and the use of hazardous equipment or large scale items listed above are not evident.									
III.		\$2,000,000 COMBINED LIABILITY LIMIT APPLIES TO THE FOLLOWING SERVICES:								
A.	Landscaping (not related to construction project); maintenance	1,000,000	1,000,000	Statutory	1,000,000	1,000,000				
	Janitorial	1,000,000	1,000,000	Statutory	1,000,000	1,000,000				
	Food Service including vending machines, coffee companies, etc.	1,000,000	1,000,000	Statutory	1,000,000	1,000,000				
B.	ALL OTHER SERVICES REQUIRING ENTRY OR DELIVERY TO OR FROM COMPANY PROPERTIES.	1,000,000	1,000,000	Statutory	1,000,000	1,000,000				
IV.		OTHER CONSULTATIVE PROFESSIONAL SERVICES								
A.	Attorney-at-law	Defer to Corporate and Regional Counsel to construct appropriate agreement. Minimum insurance requirement waived.								
B.	Architects, Design Engineers, or IT Software Design	1,000,000	1,000,000	Statutory	1,000,000	1,000,000	5,000,000			
	Engineering, architectural, surveying and inspection services including design and/or on-site services. Also applies to software design. Primary software exposure will be insured by Media Errors and Omissions or Media Professional Liability insurance.									

Vendor/Contractor/Trade		Coverage:	Commercial General Liability	Auto Liability	Workers Compensation Workers Compensation	Employers Liability	Umbrella or Excess Liability	Professional Liability or Errors and Omissions	Pollution Liability	Property**	Comprehensive Crime or Fidelity Bond
C	ALL OTHER PROFESSIONAL CONTRACTORS OR CONSULTANTS.		1,000,000	1,000,000	Statutory	1,000,000	1,000,000	1,000,000			
	Surveying (not part of Construction work), mapping, hydraulic modeling, or work with no plans for construction. All other consultation services.										
V. TRANSPORTATION, STORAGE AND DELIVERY SERVICES											
A.	Transportation *		1,000,000	1,000,000	Statutory	1,000,000	4,000,000		5,000,000		
	* Including Chemical Suppliers, Fuels, Fuel Oil, Aggregates and other Hazardous substances.										
	* Higher limits should also be considered depending upon materials and transportation vehicle size. Additional coverage language will be required under the Auto Liability including: "The supplier will maintain in full force and effect public liability insurance in the amount required by 49 CFR - Part 387.9 Subpart A (see minimum levels of Financial Responsibility for Motor Carrier of Property - DOT). Copy of the Auto Liability Policy's Form MCS-90 shall be submitted with supplier's certificate of insurance."										
B.	Transportation **		1,000,000	1,000,000	Statutory	1,000,000	4,000,000		1,000,000		
	** Includes all other motor transportation carriers including Bio-Solid Waste residuals carriers.										
	** Additional coverage language will be required under the Auto Liability including: "The supplier will maintain in full force and effect public liability insurance in the amount required by 49 CFR - Part 387.9 Subpart A (see minimum levels of Financial Responsibility for Motor Carrier of Property - DOT). Copy of the Auto Liability Policy's Form MCS-90 shall be submitted with supplier's certificate of insurance."										
C	Transportation ***		1,000,000	1,000,000	Statutory	1,000,000	4,000,000			1,000,000***	
	*** Property, Transit or Inland Marine insurance will be required for suppliers delivering or transporting Company property including furnishing and equipment. Warehouse Legal Liability will be required where Company's properties will be off Company site(s) in Supplier's care, custody and control for temporary storage. Minimum Property insurance limits required shall be at least equal to the cost to replace new total of all property damaged or destroyed.										

	Vendor/Contractor/Trade	Coverage:	Commercial General Liability	Auto Liability	Workers Compensation Workers Compensation	Employers Liability	Umbrella or Excess Liability	Professional Liability or Errors and Omissions	Pollution Liability	Property**	Comprehensive Crime or Fidelity Bond
D	Transportation, Collection Agency and Other Services which carry or possess Company properties ****		1,000,000	1,000,000	Statutory	1,000,000	1,000,000				1,000,000****
			****Comprehensive Crime or Fidelity Bond will be required for Messenger, Collection Agency or any other service which will have the Company, Company customers, or Company's financial service provider's money or securities. Money means currency, coins, bank notes, travelers check, registered checks and money orders. Securities means negotiable and non-negotiable instruments or contracts representing either money or other property including evidence of debt issued in connection with debit, credit or charge cards. Bond limit shall be equivalent of Company assets in vendor's possession or \$1,000,000, whichever is greater.								
E	Transportation *****		1,000,000	1,000,000	Statutory	1,000,000	4,000,000				
			***** Minimum liability requirements applicable to Federal Express, DHL, UPS and other global delivery service organization.								
VI. EQUIPMENT AND OTHER PRODUCT PARTS AND SUPPLIES											
A	Manufacturers of equipment and other product parts and supplies		1,000,000				4,000,000				
			Manufacturers providing new or replacement equipment or parts shall provide evidence of its Products Liability coverage included under its primary Commercial General Liability with Umbrella or Excess Liability insurance limit. SEE III.B. for additional insurance requirements if manufacturer delivers goods to Company premises.								
B	Retailer or distributor of equipment and other product parts and supplies		1,000,000								
			Retailers or distributors of new or replacement equipment and parts shall provide evidence the above Manufacturers' insurance. Evidence shall be demonstrated by a Certificate from the Manufacturer to the retailer/distributor and that it is an Additional Insured or that Manufacturer has Vendors Broad Form coverage under it's CGL and Umbrella or Excess. SEE III.B. for additional insurance requirements if vendor delivers goods to Company premises.								

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

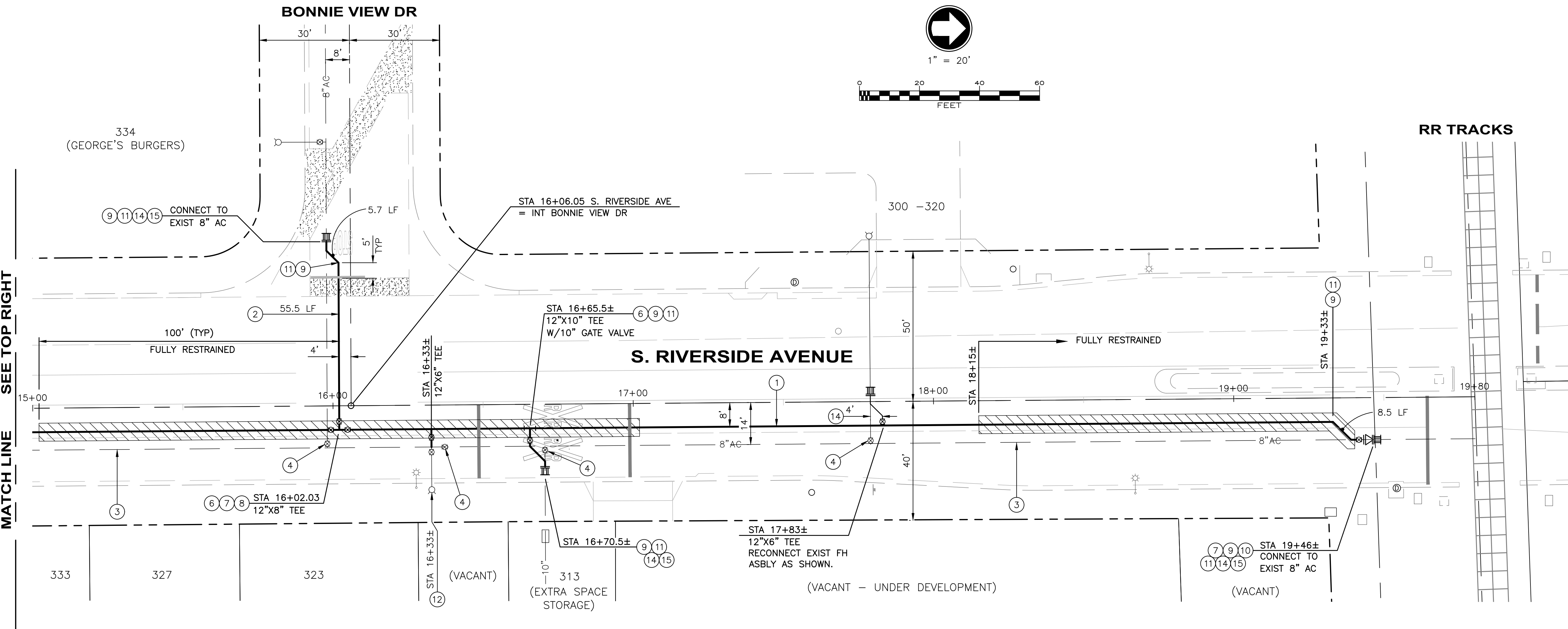
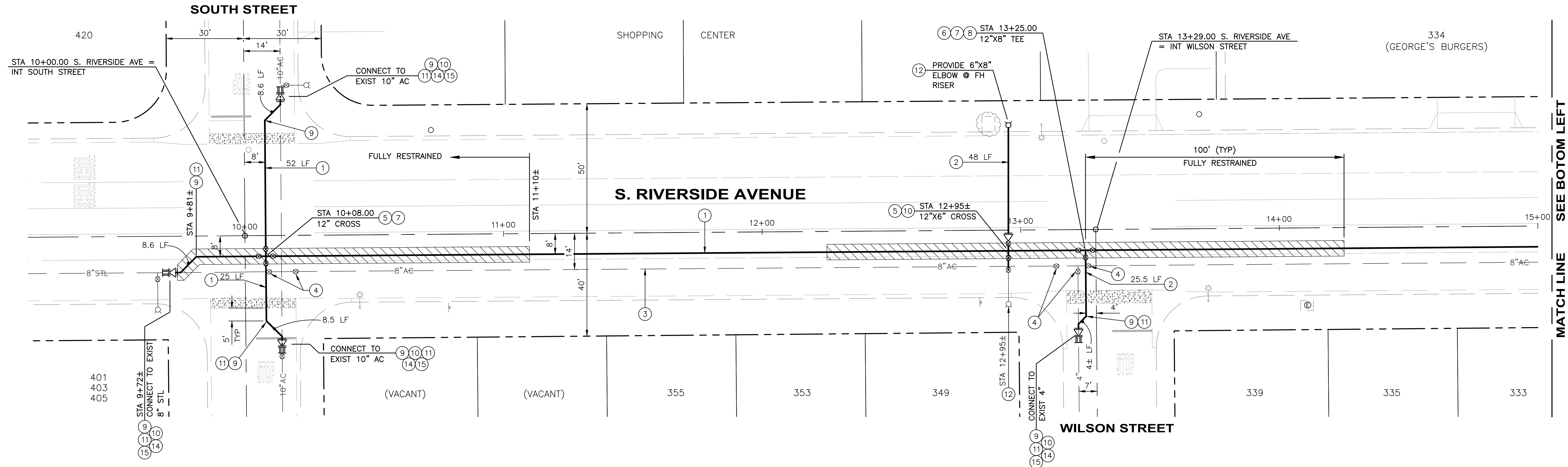
State Or Political Subdivision:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

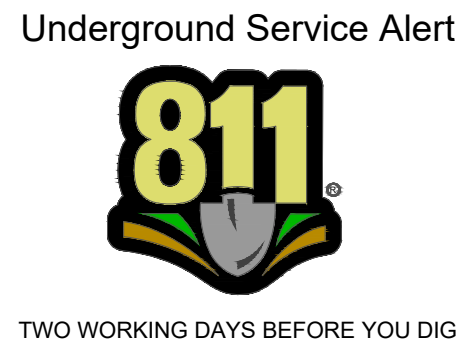
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

M:\Proposals\Proposals 2022\Water Resources\Veolia - Riverside Ave (Central)\DESIGN\CAD\RIVERSIDE AVE W-1.dwg Jun 23, 2022 - 6:11pm

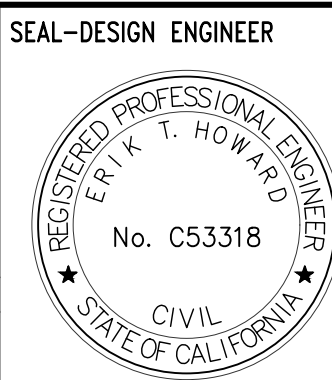


- CONSTRUCTION NOTES**
- ① 12-INCH DIP (CLASS 350) WITH WARNING TAPE AT 36" MINIMUM COVER AND REPAIR TRENCH
 - ② 8-INCH DIP (CLASS 350) WITH WARNING TAPE AT 36" MINIMUM COVER AND REPAIR TRENCH
 - ③ ABANDON EXISTING WATER MAIN IN PLACE
 - ④ ABANDON EXISTING VALVE ON ABANDONED WATER MAIN, REMOVE VALVE CAN AND COVER, SAW-CUT PVM'T, AND FILL RISER WITH BASE
 - ⑤ FLANGED CROSS - SIZE AS NOTED
 - ⑥ FLANGED TEE - SIZE AS NOTED
 - ⑦ 12" GATE VALVE AND VALVE CAN
 - ⑧ 8" GATE VALVE AND VALVE CAN
 - ⑨ 45° BEND WITH RESTRAINED JOINTS - MATCH PIPE SIZE
 - ⑩ REDUCER WITH RESTRAINED JOINTS - MATCH PIPE SIZES
 - ⑪ THRUST BLOCK PER CITY STANDARD W-723
 - ⑫ FIRE HYDRANT AND PAVEMENT MARKERS PER CITY STANDARDS W-704 AND W-705
 - ⑬ ABANDON EXISTING VALVE, REMOVE VALVE CAN AND COVER, SAW-CUT PVM'T, AND FILL RISER WITH BASE
 - ⑭ REMOVE INTERFERING PORTION OF EXISTING PIPE AND APPURTENANCES (PLUG IF TO BE ABAND)
 - ⑮ FLANGED COUPLING ADAPTER - MATCH PIPE SIZES

- NOTES:**
- 1. ALL LATERAL CONNECTION PIPING SHALL BE FULLY RESTRAINED.
 - 2. WATER SERVICES NOT SHOWN.
 - 3. POTHOLE ALL CONNECTIONS TO CONFIRM EXIST. PIPE SIZE AND TYPE PRIOR TO ORDERING ANY MATERIALS.



MARK	REVISIONS	APPR.	DATE
DESIGNED BY: E.H.	DRAWN BY: J.G.	CHECKED BY: E.H.	



PREPARED UNDER THE SUPERVISION OF:

ERIK T HOWARD, RCE 53318

APPROVED BY:

XXXXXXXXXX, CITY ENGINEER, RCE XXXXX

ERSC
Engineering Resources of Southern California

1861 West Redlands Blvd.
Building 7-B
Redlands, California 92373-3119
(909) 890-1255

BENCH MARK:

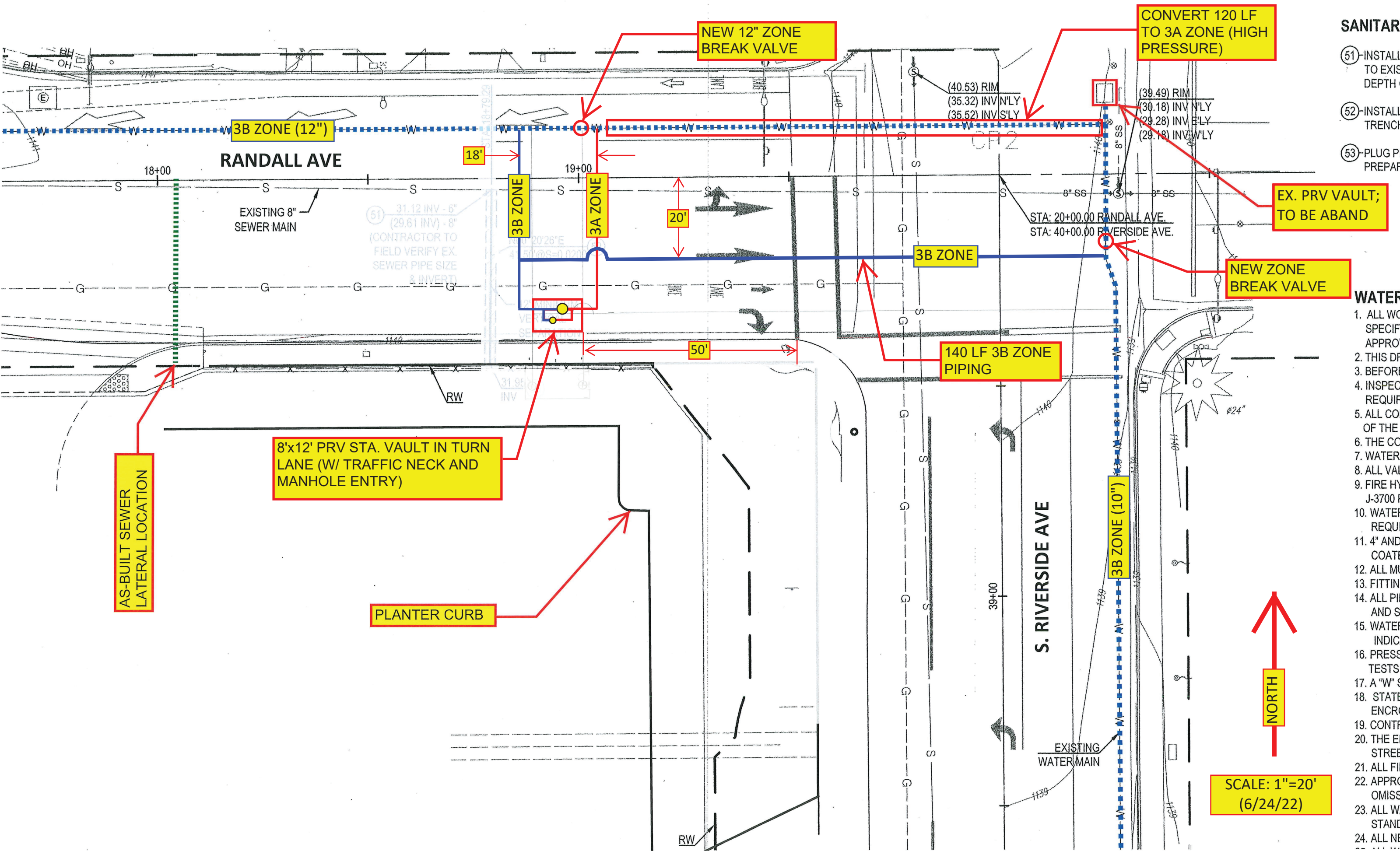
CITY OF RIALTO
12-INCH WATERLINE PROJECT
S. RIVERSIDE AVENUE (CENTRAL)

FOR: CITY OF RIALTO

PPD No.

PLAN No.

1 OF 1 SHEETS



APPENDIX 1

DETAIL FOR WATER LINES, SERVICES, AND VALVES

(Map Segments A thru J shown below are in the North to South direction from Bonnie View Ave to San Bernardino Ave)

Segment 1 – Bonnie View Dr to Merrill Avenue

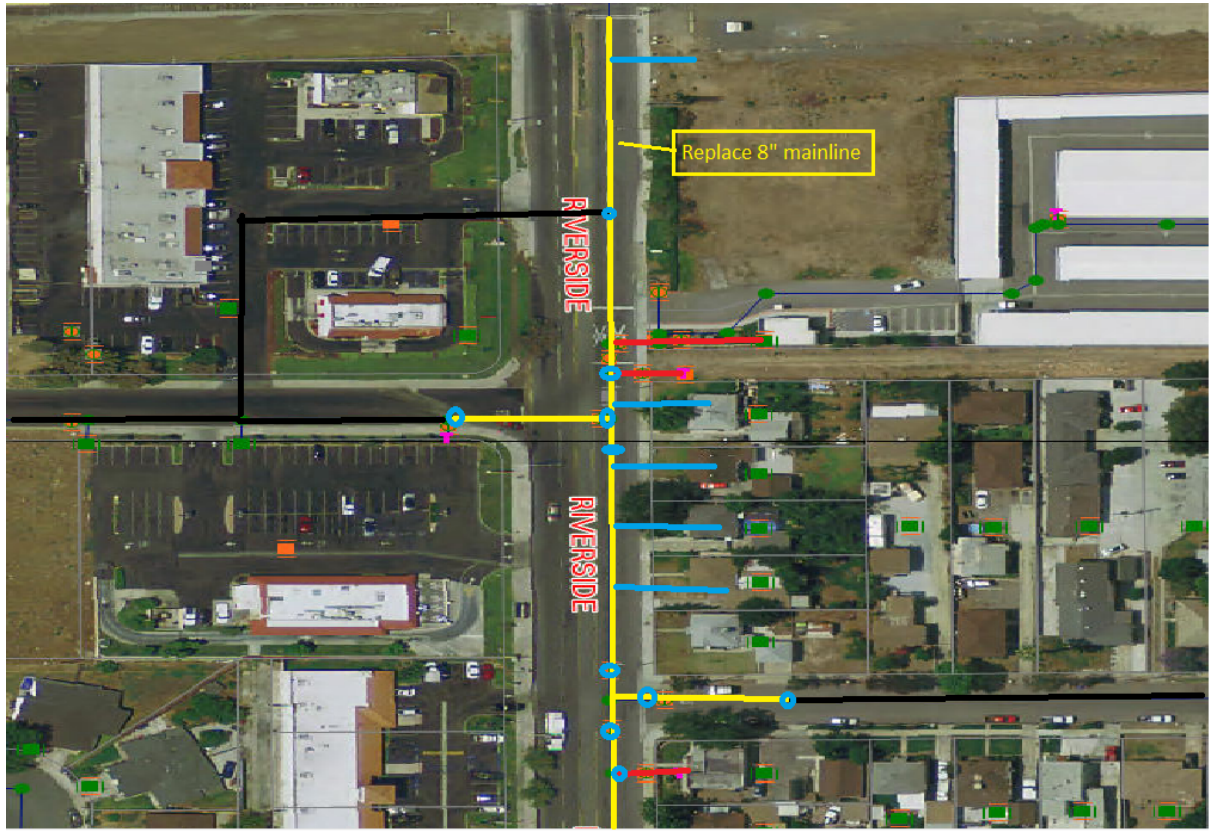
Bonnie View to Merrill N/S 1964 Asbestos Concrete Pipe (ACP) to South Street transitioning to 1964 8" Steel pipe from South Street to Merrill

(Map Segments A, B & C)

Details	Qty	Notes	Map Color
Galvanized Service – Long	1	1" Service	Blue
Galvanized Service – Short	8	7 - 1" Services; 1- 3" Service	Blue
Fire Services – Long	1	4" connection	Red
Fire Services – Short	1	10" connection	Red
Hydrant Laterals	5	Short Laterals	
Valves	17	Depths from 13"-33" (5 hydrant & 12 inline valves)	

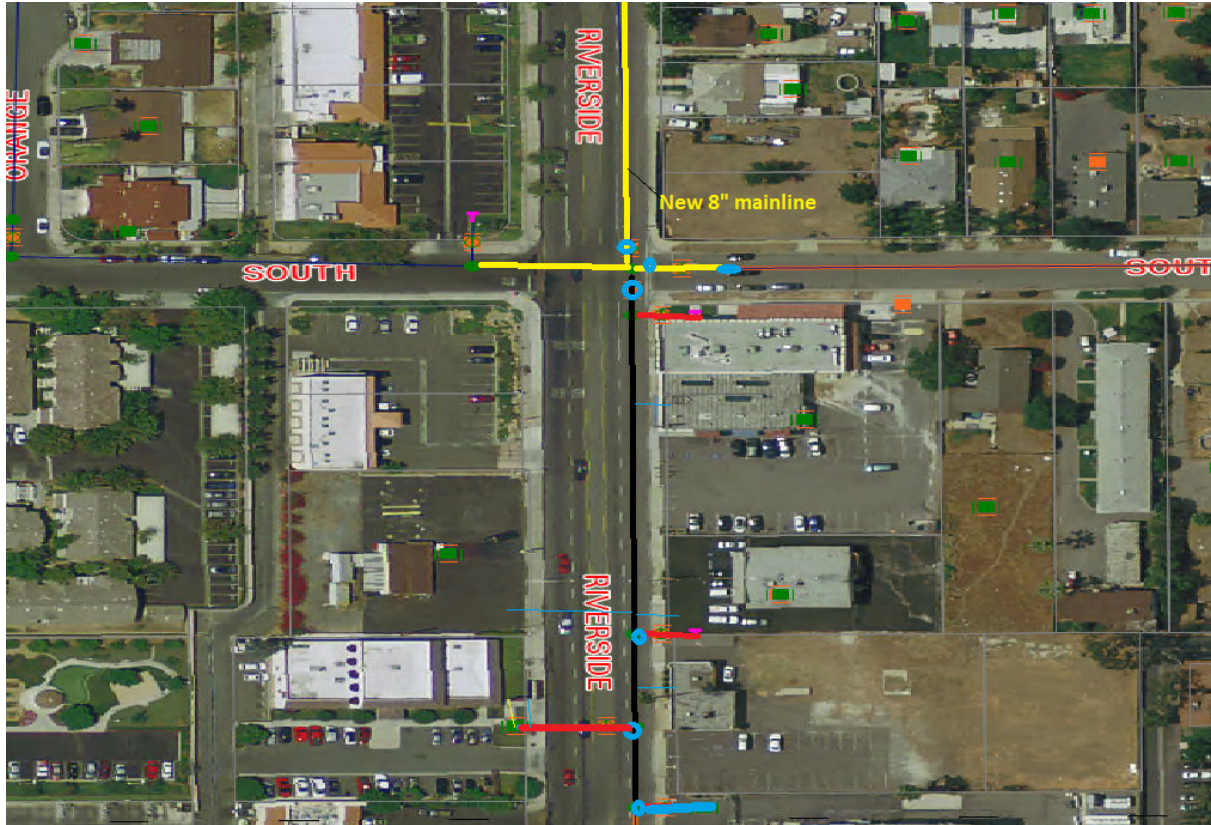
Segment 1 – Bonnie View Dr to Merrill Avenue Maps

Map A



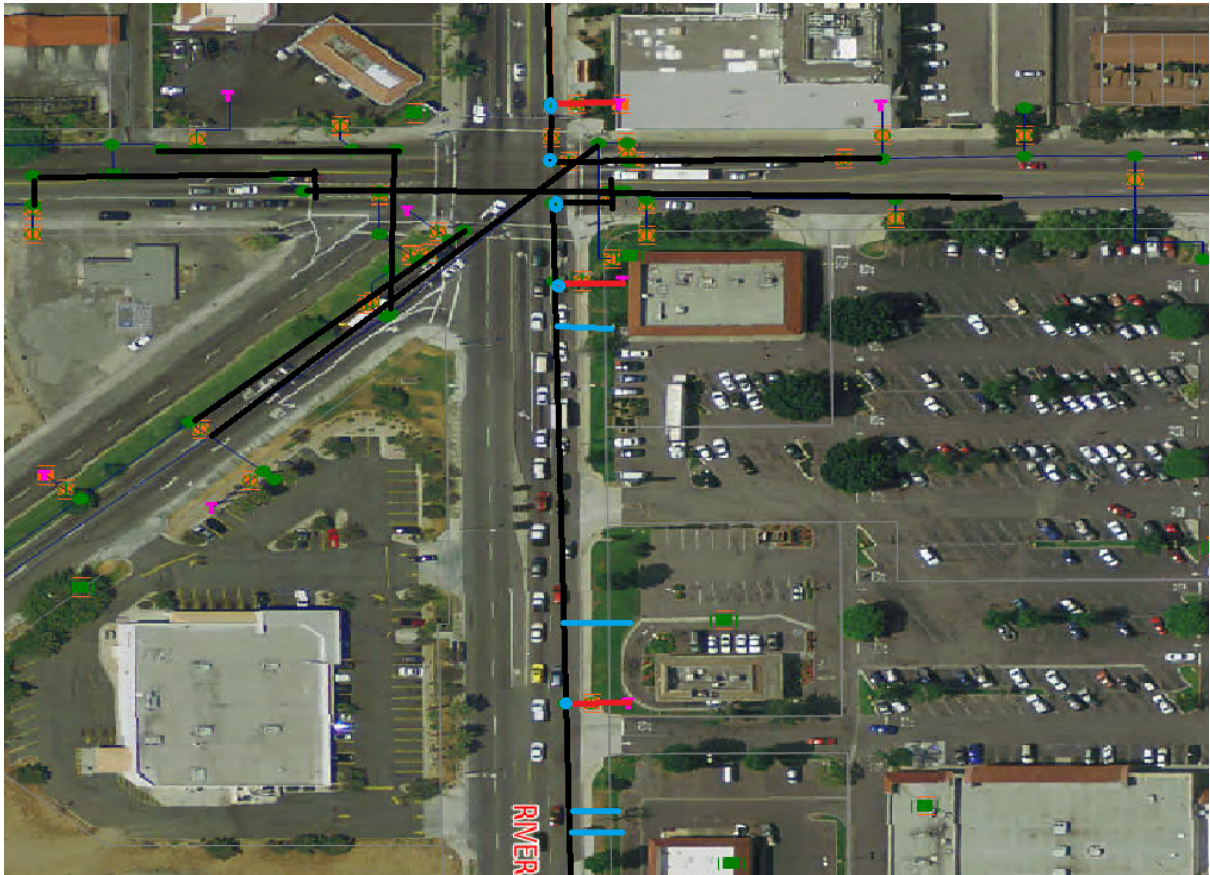
Segment 1 – Bonnie View Dr to Merrill Avenue Maps

Map B



Segment 1 – Bonnie View Dr to Merrill Avenue Maps

Map C



Segment 2 – Merrill Avenue to Randall Ave

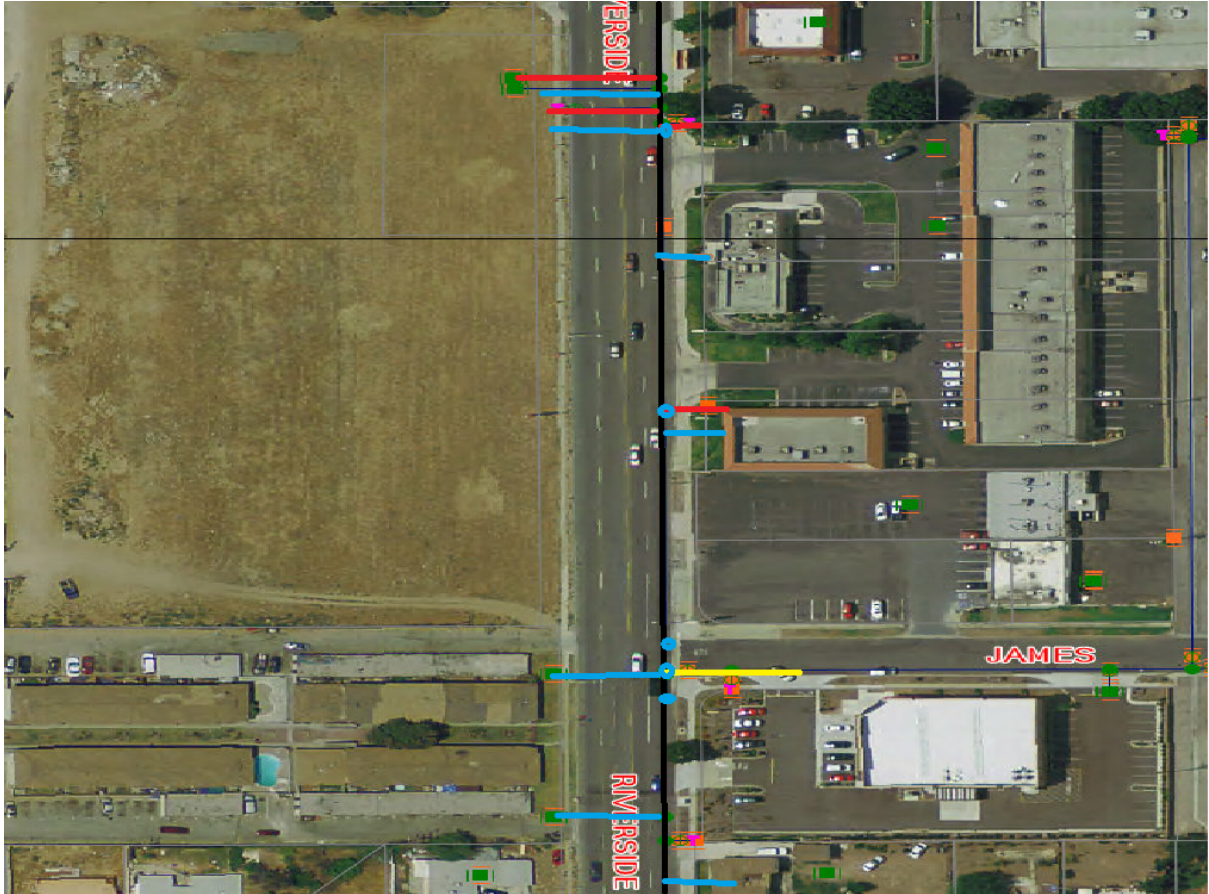
Merrill N/S to Randall N/S 1956-1964 10" Steel pipe.

(Map Segments D, E & F)

Details	Qty	Notes	Map Color
Galvanized Service – Long	16	14-1" services 2 -2" Services	Blue
Galvanized Service – Short	10	10 -1" Services	Blue
Poly Service	4	4 -2" Services	Yellow
Fire Services – Long	1	6" connection	Red
Fire Services – Short	0	N/A	N/A
Hydrant Laterals	5	Short Laterals	
Valves	22	Depths from 22"-36"	

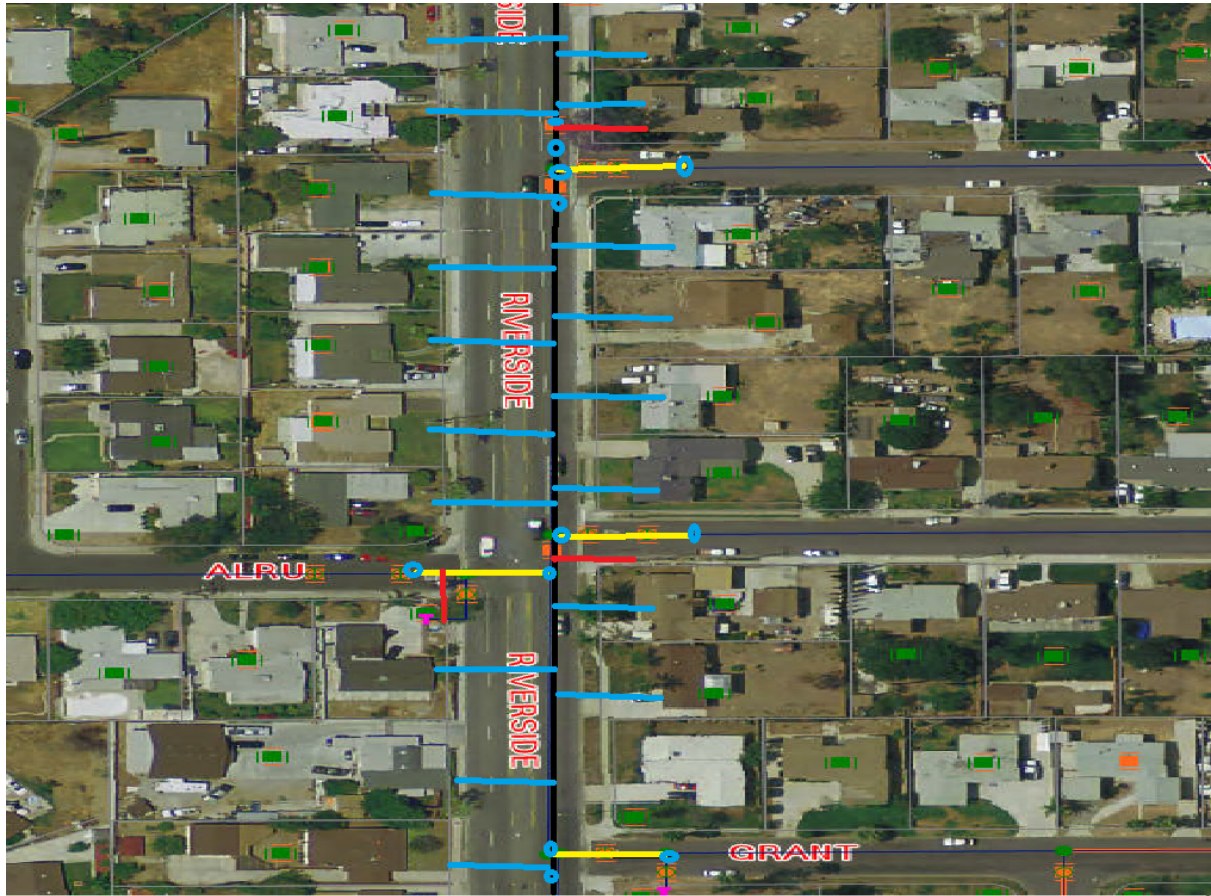
Segment 2 – Merrill Avenue to Randall Ave Maps

Map D



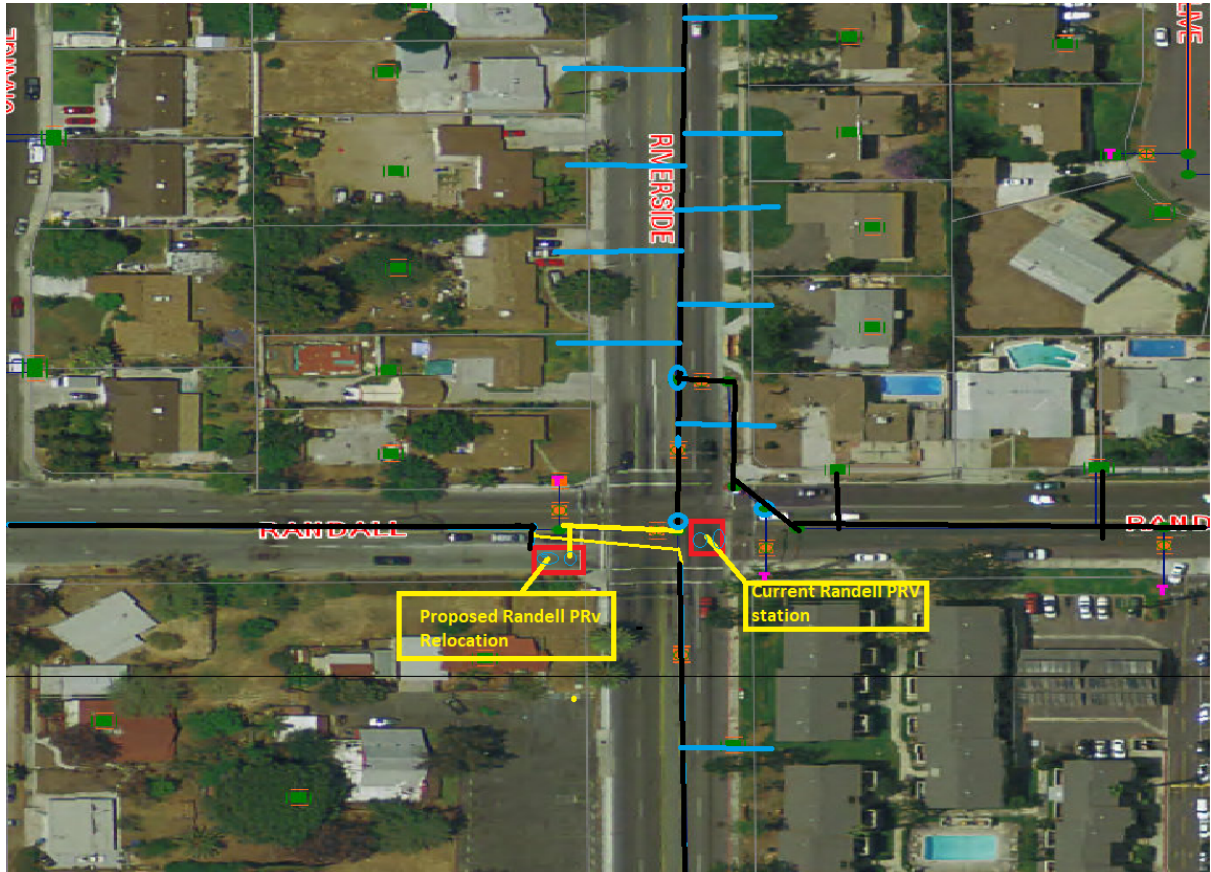
Segment 2 – Merrill Avenue to Randall Ave Maps

Map E



Segment 2 – Merrill Avenue to Randall Ave Maps

Map F



Segment 3 – Randall Ave to San Bernardino Ave

Randall N/S to San Bernardino Ave N/S 1956 10" Steel pipe.

(Map Segments G, H, I & J)

Details	Qty	Notes	Map Color
Galvanized Service – Long	4	4 -1" Services	Blue
Galvanized Service – Short	4	4 -1" Services	Blue
PVC Service	2	2 - 2" Services	Yellow
Fire Services – Long	3	8" fire lines ran off of service lines (1008, 1062, 1036 S. Riverside)	Red
Fire Services – Short	2	6" fire lines ran off of service lines (1155 S Riverside)	NA
Hydrant Laterals	6	Short Laterals	
Valves	24	Depths from 17"-42"	

Segment 3 – Randall Ave to San Bernardino Ave Maps

Map G



Segment 3 – Randall Ave to San Bernardino Ave Maps

Map H



Segment 3 – Randall Ave to San Bernardino Ave Maps

Map I



Segment 3 – Randall Ave to San Bernardino Ave Maps

Map J



Additional Isolation Valve Details:

Qty	Size	Location	Tie Into
1	12"	W Randall and S Riverside PRV	Steel
1	10"	S Riverside and E Randall PRV	Steel
1	10"	E Grant and S Riverside Ave	ACP
1	10"	E Grant and S Riverside (New Valve)	Steel
1	6"	W Alru	ACP
1	4"	E Alru	Steel
1	4"	W Vodden	Steel/ACP
1	8"	E James	ACP
1	8"	S Riverside, Bloomington, Merrill North	Steel
1	10"	S Riverside and E South	ACP
1	10"	S Riverside and W South	ACP
1	4"	S Riverside and E Wilson	Steel
1	8"	S Riverside and E Bonnie View	ACP



TO: Bidding Contractors
FROM: Michelle McLey
CC: Chandrasekar Venkatraman, Thomas Crowley, Andrew Coleman
Subject: Bid Addendum #1 - Riverside Ave Central Water Improvement Project
Date: July 12, 2022

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.

EXTENSION OF BID DATE

The original bid due date for this project was July 14, 2022 at 11:00 am. **This Addendum shall extend the bid due date to Tuesday, July 19, 2022 at 11:00 am.**

PRV STATION DRAWING & DETAIL

The PRV Station Plan has been updated and detail on the PRV Vault is attached and shall be included into the Bidding Documents.

SPECIFICATIONS

Fire Hydrant Standard for wet barrel - Clow 850 LBI400, specification attached. The riser, slip can, and lid shall be 8" diameter. The check valves shall be 8-hole as well as the hydrant. (Not 6-hole)

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

Thank you.

Sincerely,

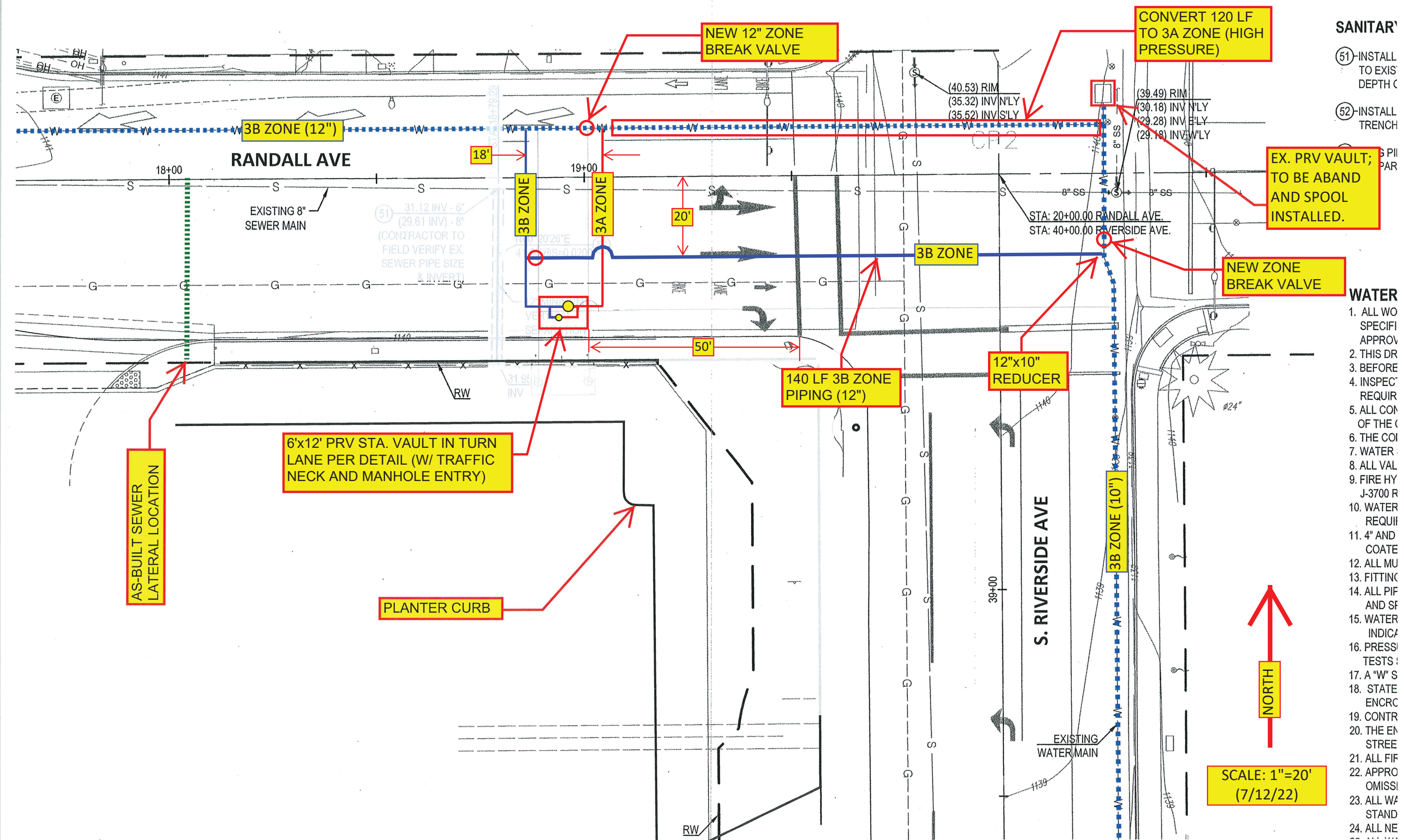
Michelle McLey

Project Manager - Capital Program Management (West)

M&C Business - VEOLIA NORTH AMERICA

Tel 562-397-5706

437 N. Riverside Avenue / Rialto, CA 92376



SANITAR'

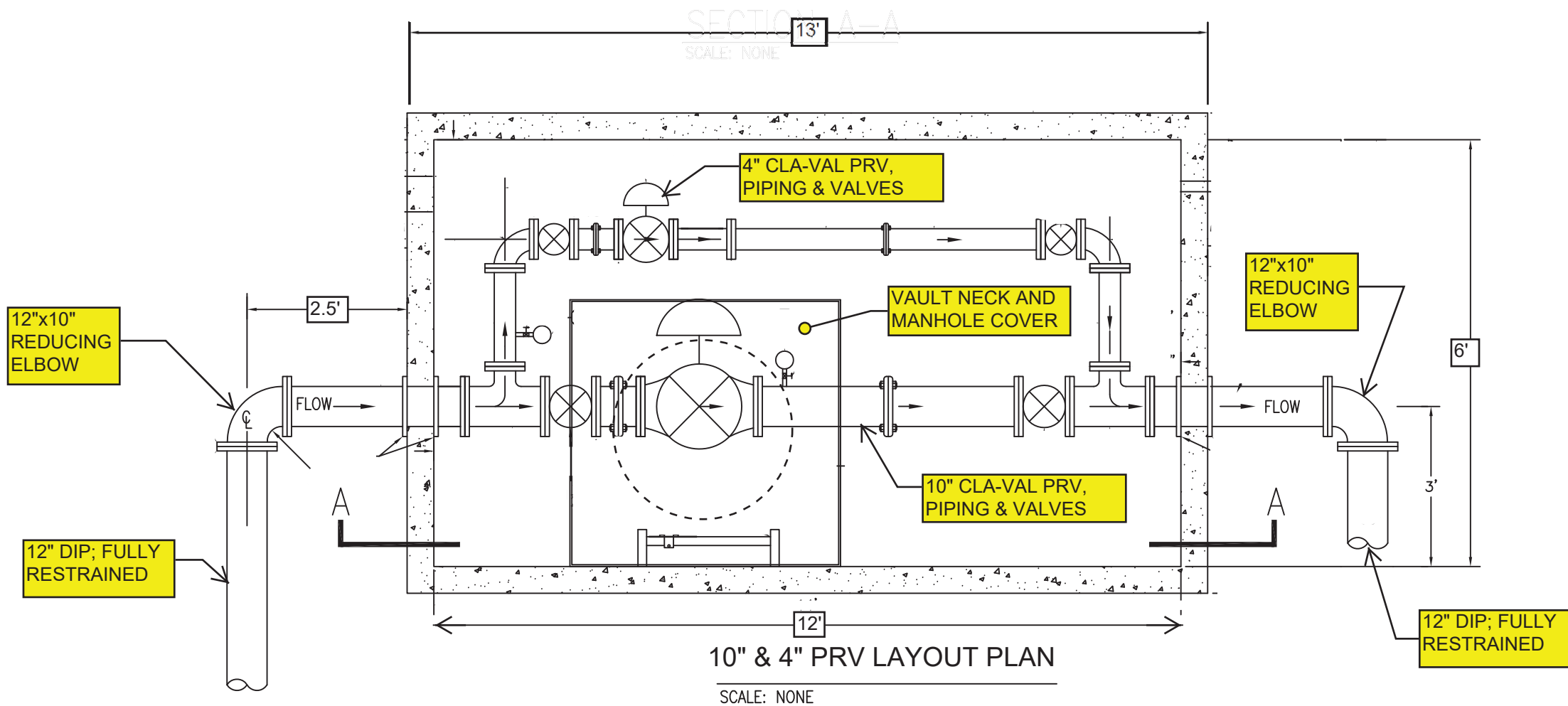
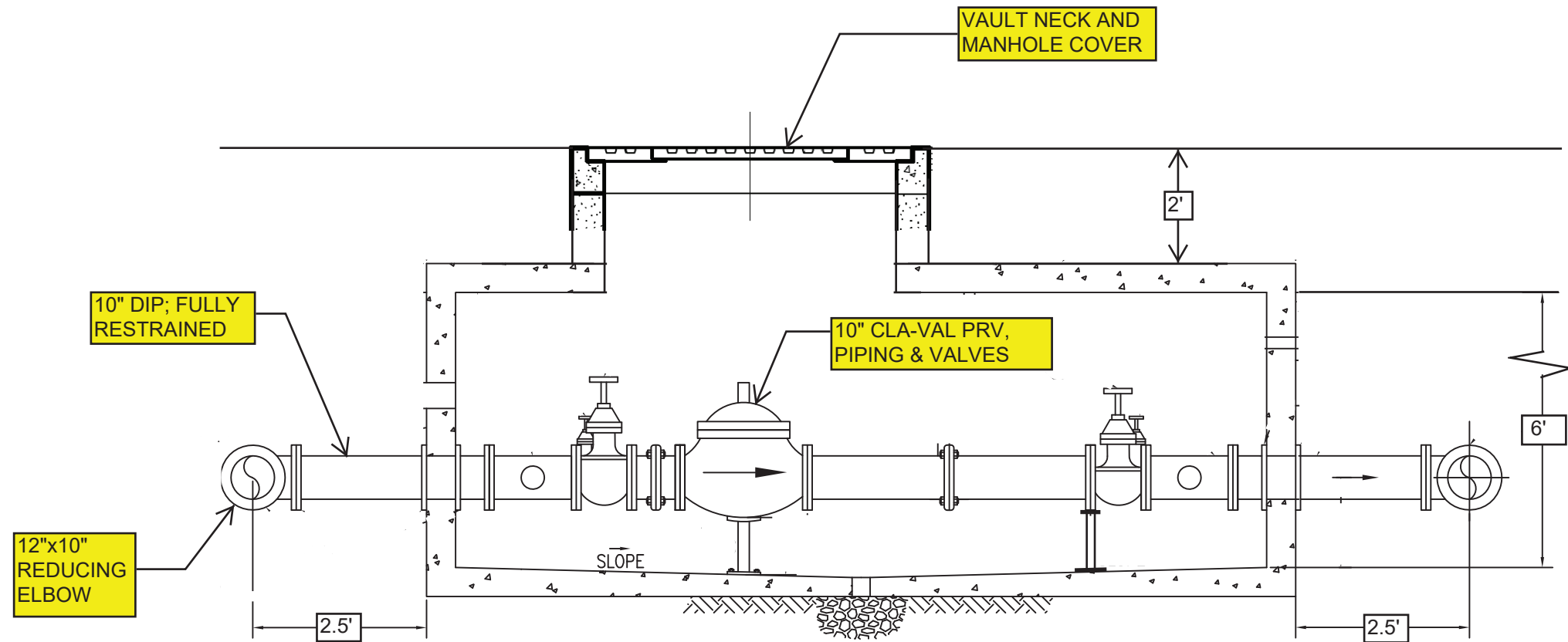
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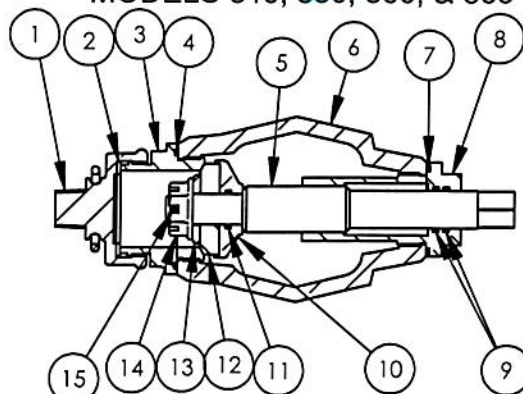
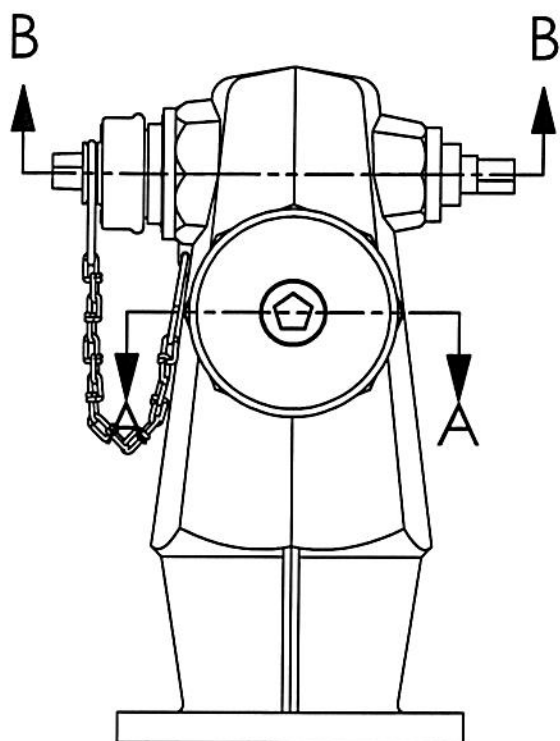


	CITY OF RIALTO	
	PRESSURE REDUCING STATION	
	RANDALL AVE	

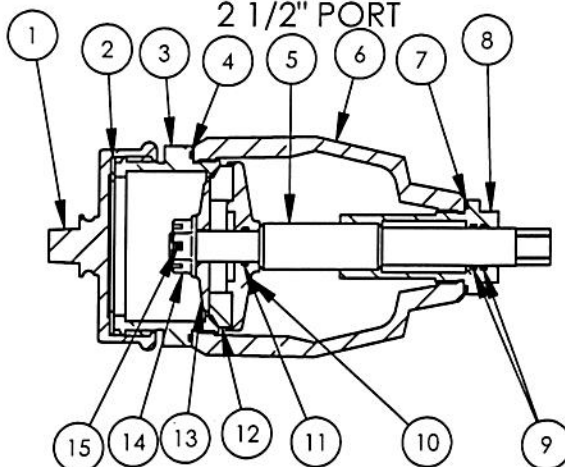
800 SERIES WET BARREL HYDRANT MATERIAL LIST

CLOW VALVE COMPANY

MODELS 810, 850, 860, & 865



SECTION A-A
2 1/2" PORT



SECTION B-B
4 OR 4 1/2" PORT

ITEM	DESCRIPTION	MATERIAL	ASTM SPEC.
1	Outlet Nozzle Cap	Gray Iron or Plastic	ASTM A126 CI B / N/A
2	Outlet Nozzle Gasket(Gray Iron Only)	Rubber	Buna N
3	Hose Outlet Nozzle or Pumper Outlet Nozzle	Brass	ASTM B584 C83600
4	Nozzle O-Ring	Rubber	Buna N
5	Stem	Brass	ASTM B584 C83600
6	Body	Ductile Iron	ASTM A536 65-45-12
7	Stuffing Box O-Ring	Rubber	Buna N
8	Stuffing Box	Brass	ASTM B584 C83600
9	Stuffing Box O-Ring	Rubber	Buna N
10	Valve Carrier	Brass	ASTM B584 C83600
11	Carrier O-Ring	Rubber	Buna N
12	Valve Washer	Rubber	Urethane
13	Valve Washer Retainer	Brass	ASTM B763 C99500
14	Retaining Nut	Brass	ASTM B763 C99500
15	Cotter Pin	Brass	N/A
16	Chain Assembly	Steel	Zinc Plated

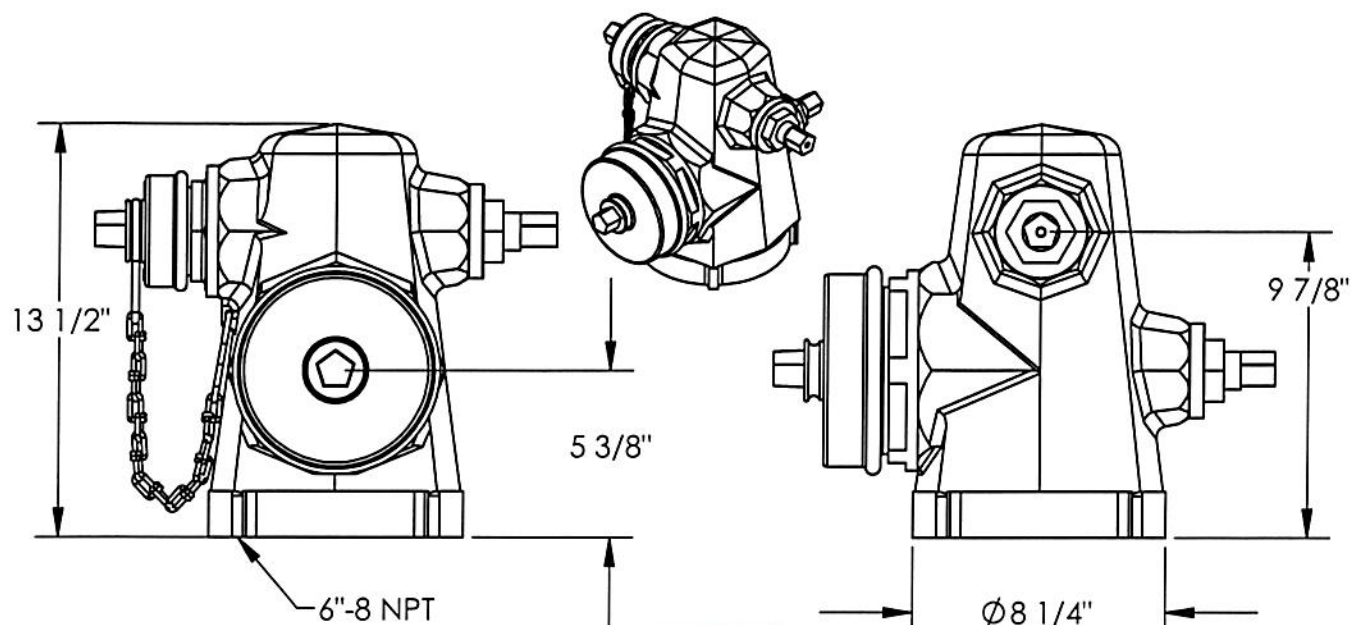
800-02
A 11/5/04

800 SERIES WET BARREL HYDRANT
GENERAL DIMENSIONS

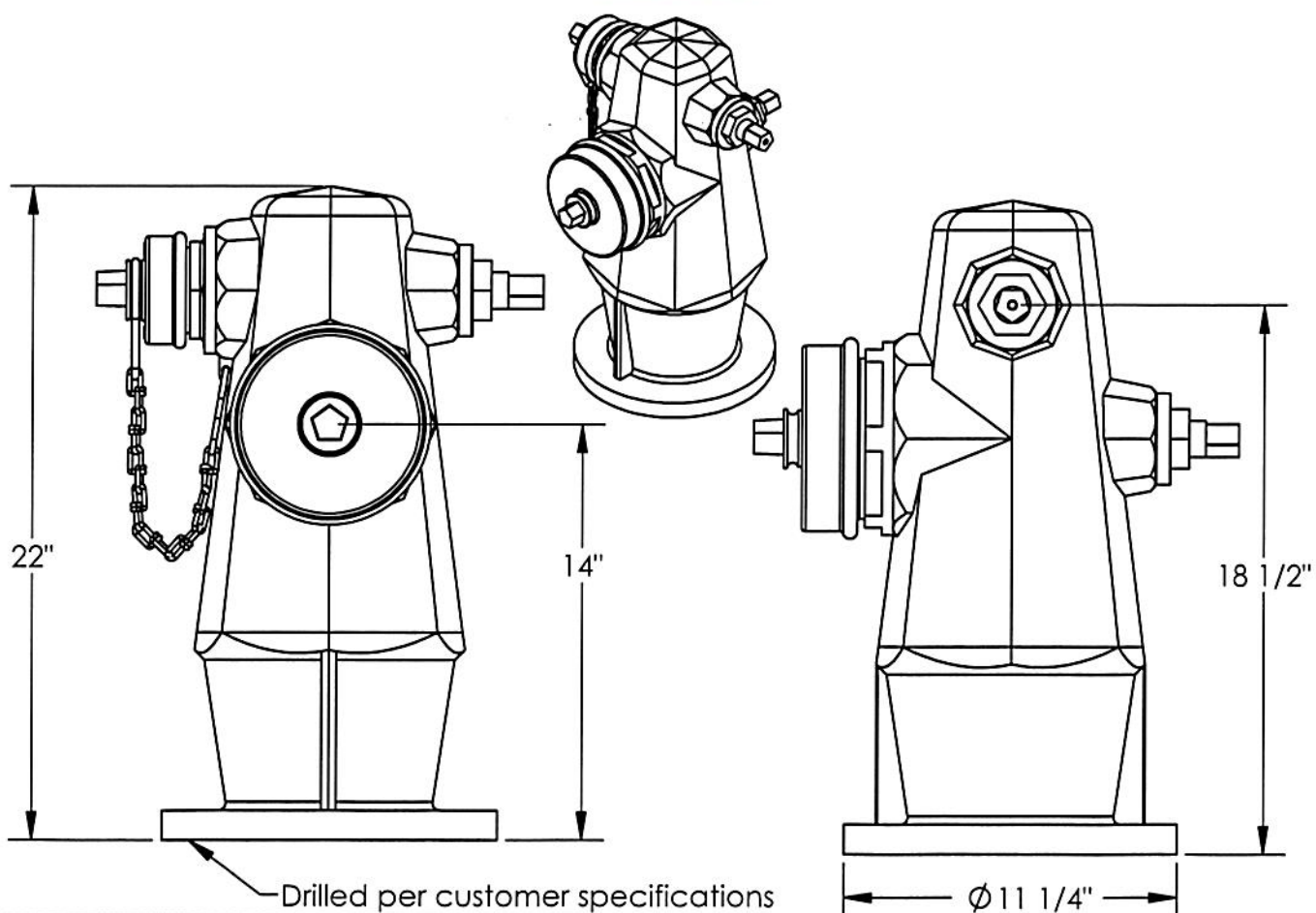
CLOW VALVE COMPANY

MODELS 810 & 850

MODEL 810



MODEL 850

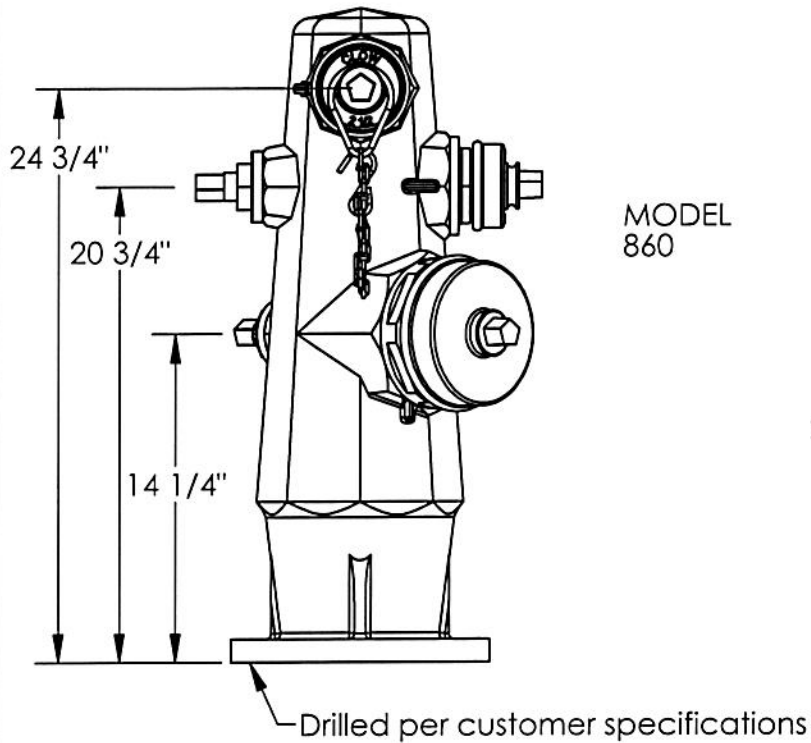


800-03
A 12/1/04

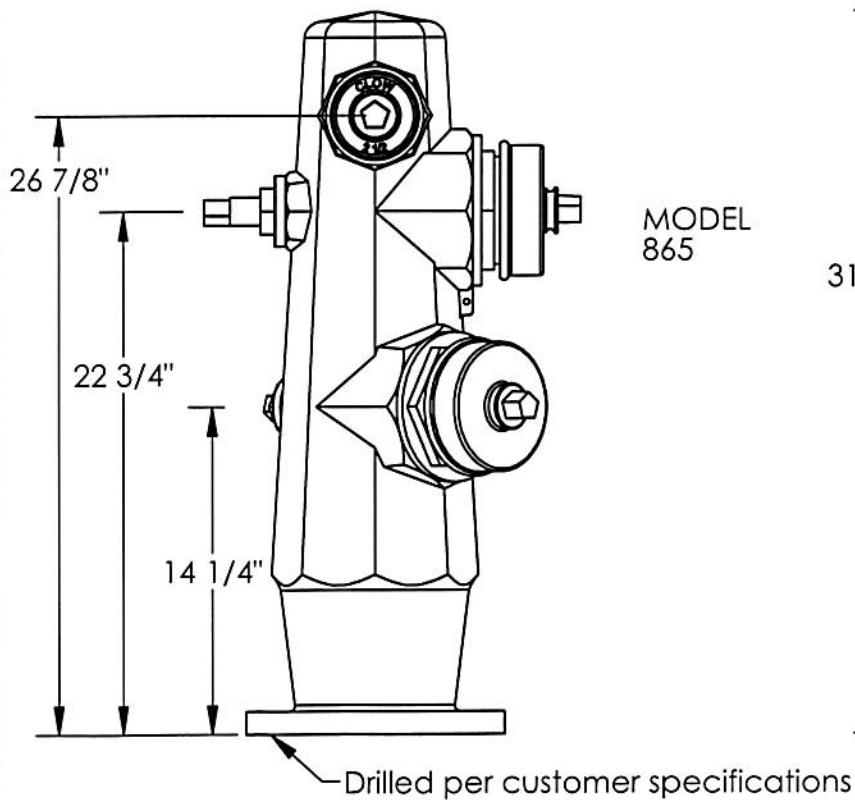
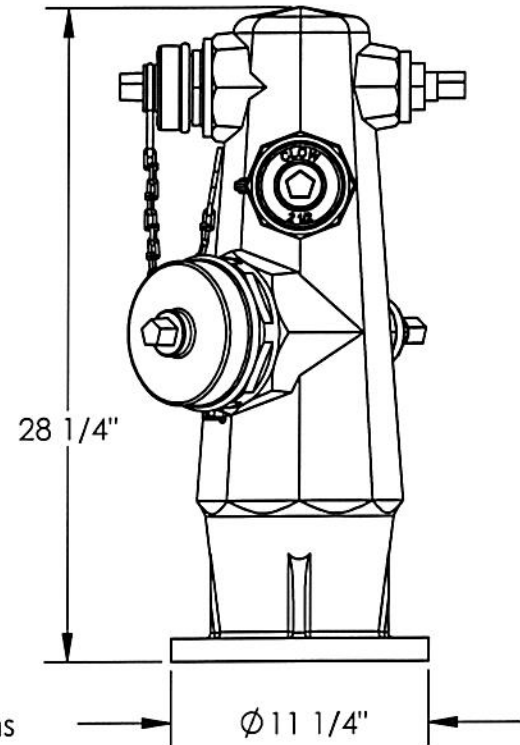
800 SERIES WET BARREL HYDRANT
GENERAL DIMENSIONS

CLOW VALVE COMPANY

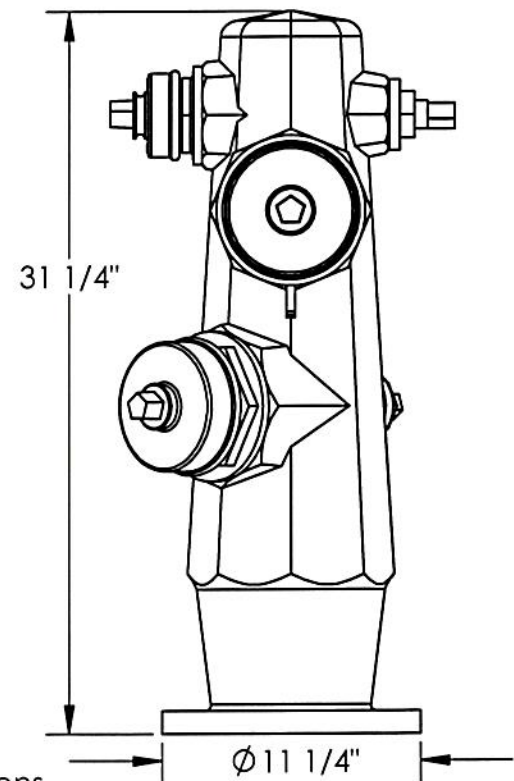
MODELS 860 & 865

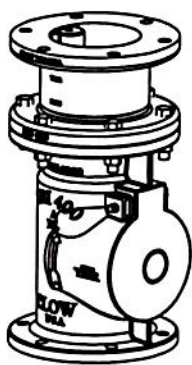


MODEL
860



MODEL
865

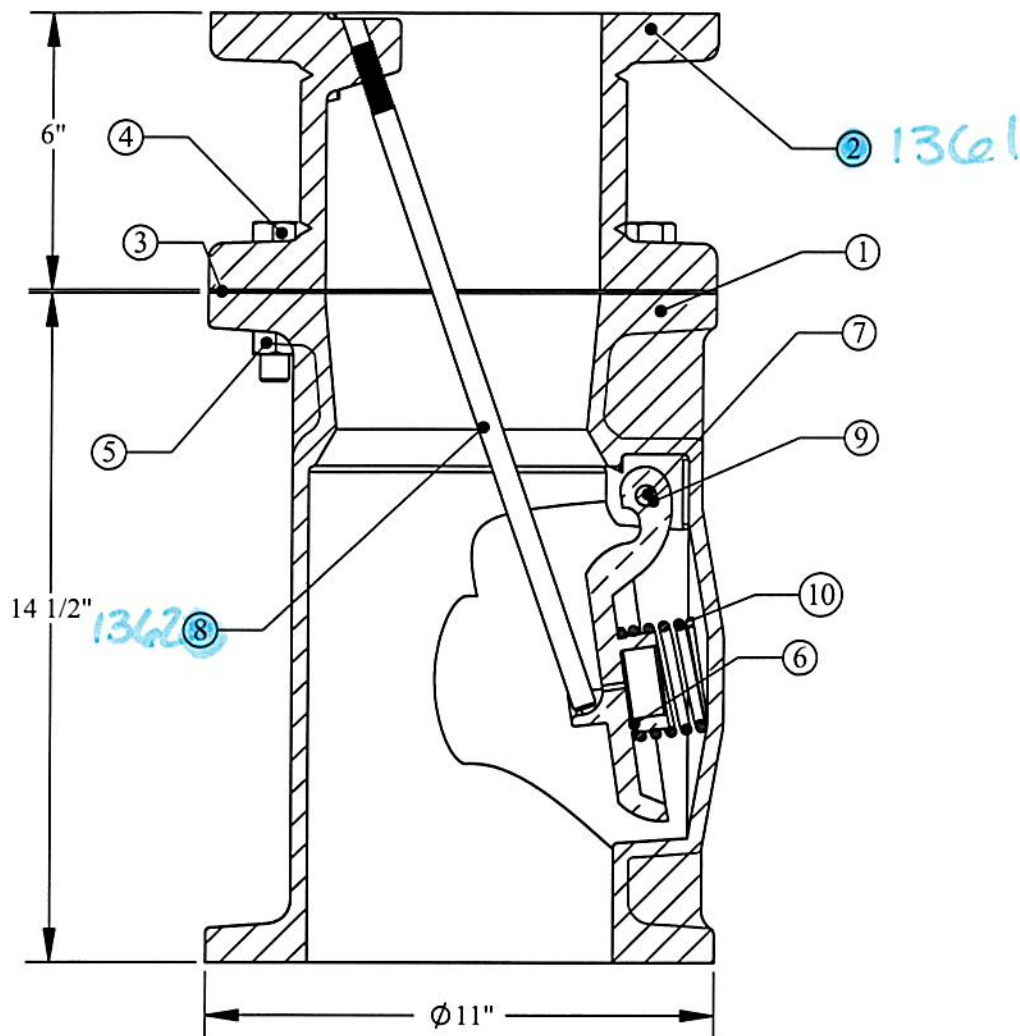




BREAK OFF CHECK VALVE MATERIAL LIST

CLOW VALVE COMPANY

MODEL LBI 400A



ITEM NO.	QTY.	DESCRIPTION	MATERIAL
1	1	Body	Ductile Iron
2	1	Extension	Cast Iron
3	1	Gasket	Rubber
4	6	5/8-11 X 3 Hex Head Bolt	Stainless Steel
5	6	5/8" Hex Head Nut	Stainless Steel
6	1	Flapper	Copper Alloy
7	1	Pin	Stainless Steel
8	1	Break Off Bar	Stainless Steel
9	2	1/4 NPT Pipe Plug	Stainless Steel
10	1	Spring	Stainless Steel

ATTACHMENT 3 – Bid from C.P. Construction

BID FORM

BID TO VEOLIA

RIVERSIDE AVE CENTRAL WATER IMPROVEMENT PROJECT

Name of Bidder C.P. Construction Co., Inc.

Business Address 105 North Loma Place, Upland, CA 91786

Mailing Address P.O. Box 1206, Ontario CA 91762

Phone Number (909) 981-1091 Place of Residence Upland, California

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 **RIVERSIDE AVE CENTRAL WATER IMPROVEMENT 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

BID SCHEDULE

Schedule of Prices for Construction of the:
**RIVERSIDE AVE CENTRAL
WATER IMPROVEMENT
PROJECT**

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

Description	Qty	Unit	Unit Price	Total Price
Mobilization	1	LS	\$50,000.00	\$50,000.00
Bonds & Insurance	1	LS	\$50,000.00	\$50,000.00
Traffic Controls Plans and approval	1	LS	\$90,000.00	\$90,000.00
Potholing to Locate Water Lines and Services	1	LS	\$75,000.00	\$75,000.00
Lump sum costs to install approx. 950LF of 12-inch DIP pipe between RR tracks and South Street	1	LS	\$295,000.00	\$295,000.00
Lump sum cost to install approx 85LF of 8-inch DIP	1	LS	\$20,000.00	\$20,000.00
Testing and Chlorination	1	LS	\$25,000.00	\$25,000.00
Relocation of the PRV Station at Randall Ave & Riverside Ave.as shown in the Contract Documents in accordance with the scope of work	1	LS	\$59,000.00	\$59,000.00
Furnish and Install Valves	63	EA	\$7,250.00	\$456,750.00
Furnish and Install Isolation Valves	13	EA	\$7,250.00	\$94,250.00
Galvanized Services - Long	21	EA	\$8,500.00	\$178,500.00
Galvanized Services - Short	22	EA	\$7,500.00	\$165,000.00
PVC Schedule 40	2	EA	\$200.00	\$400.00
Poly Services	4	EA	\$2,500.00	\$10,000.00
Fire Services - Long	5	EA	\$25,000.00	\$125,000.00
Fire Services - Short	3	EA	\$18,000.00	\$54,000.00
Hydrant Laterals - Short laterals	16	EA	\$15,000.00	\$240,000.00

Construct Tie-Ins	10	EA	\$9,650.00	\$96,500.00
Install permanent hot mix paving and maintain throughout Work	1	LS	\$69,500.00	\$69,500.00
All other work as required by plans and City's standard specifications	1	LS	\$1.00	\$1.00
Demobilization	1	LS	\$500.00	\$500.00
Closeout documentation, transmission of redline drawings	1	LS	\$5,000.00	\$5,000.00
Total construction costs (US \$)				\$2,159,401.00

**BID SCHEDULE
(Continued)**

TOTAL OF ALL ITEMS OF THE BID SCHEDULE:	
\$	<div style="text-align: right;">2,159,401.00</div> <div style="text-align: center; font-size: small;">(Price in figures)</div>
	<div style="text-align: center;">Two Million One Hundred Fifty Nine Thousand Four Hundred and One Dollars Zero Cents.</div> <div style="text-align: center; font-size: small;">(Price in words)</div>

Schedule of Prices for Construction of the:

**RIVERSIDE AVE CENTRAL WATER IMPROVEMENT
PROJECT**

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.

C.P. Construction Co., Inc.

Name of Bidder or Firm

BID SCHEDULE AND ADDENDA ACKNOWLEDGEMENT FORM

BID TO: VEOLIA WATER WEST OPERATING SERVICES, INC.

BID FROM: C.P. Construction Co., Inc.

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:

RIVERSIDE AVE CENTRAL WATER IMPROVEMENT PROJECT

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>7-14-2022</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: _____
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: 7-19-2022

By: _____


(Signature)

Printed Name: John Blough

Title: Assistant Secretary

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 July 11th, 2022

C.P. Construction Co., Inc.

PRINCIPAL

(Seal if Corporation)

By

Title

John Blomquist
John Blomquist
Assistant Secretary

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Fidelity and Deposit Company of Maryland (name and address of Surety)

777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017

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

Commercial Surety Bond Agency

1411 N. Batavia St., Suite 201, Orange, CA 92867

(714) 516-1232

(Telephone number of Surety's agent in California)

(Attach Acknowledgment)

Fidelity and Deposit Company of Maryland

SURETY

By

Dwight Reilly
(Attorney-in-Fact) Dwight Reilly, 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.

ACKNOWLEDGMENT

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

State of California

County of Orange)

On 07/11/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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.

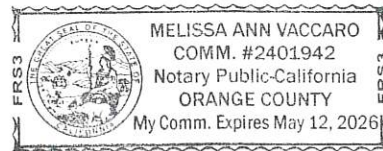
WITNESS my hand and official seal.

Signature

Melissa Ann Vaccaro

Melissa Ann Vaccaro

(Seal)



ACKNOWLEDGMENT

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

State of California

County of San Bernardino }

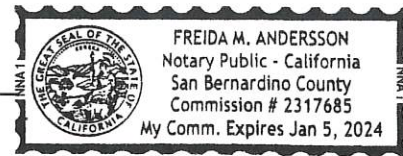
On July 12, 2022 before me, Freida M. Andersson, Notary Public
Date Name and Title of Officer
personally appeared John Blough

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 Freida M. Andersson
Freida M. Andersson



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea ARNOLD, Ben STONG, Michael D. STONG, R. NAPPI of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of April, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of July, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 48 years. Experience in work of a nature similar to that covered in the bid extends over a period of 48 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>
2021	12"-dia. CMLC watermain with svcs, FH's, tie ins, paving, etc.	\$799,381.22	Archibald Ave. north of Arrow Route in Rancho Cucamonga - installed for the Cucamonga Valley Water District.
2021	42"-dia. CMLC watermain and 8"-dia. ductile iron pipe watermain with svcs, FH's, tie ins, paving, etc.	\$3,552,020.13	Magnolia Avenue and Roosevelt Street in the City of Riverside - installed for the City of Riverside Water Dept.
2021	30"-dia. CMLC watermain with tie ins, appurtenances, paving, etc.	\$1,900,210.00	San Antonio Ave. from the I-10 Freeway to 8th Street in the City of Upland - installed for the City of Ontario Municipal Water Dept.
2020	12" and 8" ductile iron pipe watermain with svcs, FH's, tie ins, paving, etc.	\$4,779,034.56	Euclid Avenue from I-10 Freeway south to south of Holt Blvd. and adjacent side streets in the City of Ontario for the City of Ontario Municipal Water Dept.
2020	12"-dia. C900 watermain, etc.	\$3,034,611.36	Installed inside of the March Air Force Base property for the Western Municipal 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>
Wells Fargo Bank	4141 Inland Empire Boulevard, Suite 350 Ontario, CA 91764

--	--

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

Name of Surety Company Fidelity and Deposit Company of Maryland

Name of Surety Company N/A.

Signature of Bidder 

Title Assistant Secretary

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]

John Blough, Assistant Secretary
Signature of Bidder

7-19-2022
Date

ATTACHMENT 4 – Bid from Ferreira Construction

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 34 years. Experience in work of a nature similar to that covered in the bid extends over a period of 34 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>
	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>
Webster Bank	2 Blue Hill Plaza Second Floor Pearl River NY 10965

Ferreira Construction CO., Inc. dba Ferreira Coastal Construction Projects
Water Projects

Owner Name	Client	Contact Name & Number	Description of Work	Location	Value	Start Date	End Date	Bond
Ventura County	Ventura County	Susan Pan - (805)378-3025 susan.pan@ventura.org	Install 617 LF of 14" PVC, 7830 LF of 12" PVC and 1360 LF of 8" PVC	Somis, CA	\$ 1,979,674.00	Jan-14	May-14	Y
City of Chino Hills	City of Chino Hills	Joe Dyer - (909) 364-2771	Install 3300 LF of 8" Water Main and 120 Water Services	Chino Hills, CA	\$ 645,903.00	Jul-14	Oct-14	Y
Port of Long Beach	Port of Long Beach	Ruben Fabela - (562)283-7215	Critical Valve Replacement- Remove and Replace 1-4", 5-6", 3-12" gate valve. Remove and Replace 6-20" butterfly valves. Remove and replace 6-2" chlorination and blow off valves.	Port of Long Beach	\$ 539,340.00	Jan-15	Jul-15	Y
EV/MWD	EV/MWD	Joanna Stewart - (951)674-3146/jstewart@evmwd.net	Install 1800 LF of 20" DIP, 4578 LF of 16" DIP and 175 LF of 36" Jack & Bore	Wildomar, CA	\$ 2,051,897.00	Nov-14	Feb-15	Y
City of Carlsbad	City of Carlsbad	Scott Fisher - (760)614-7226 scott.fisher@carlsbadca.gov	Install 4151 LF of 8" PVC, 6611 LF of 6" PVC, 3392 LF of 4" PVC, 83LF of 8" Welded Steel Pipe, 43LF of 6" Welded Steel Pipe, 59 Water Services, 20 Blow Offs and 18 MAR's	Carlsbad, CA	\$ 2,086,190.00	Jul-15	Jul-16	Y
Riverside County	Clark Construction	Sam Hoelscher 949-678-4147 Tony Gallivan (727) 639-9323	6-10" PVC Waterline, Fire Hydrant and detector checks	Indio, CA	\$ 3,380,246.00	Aug-15	May-21	Y
Chino Basin Desalter Authority	Chino Basin Desalter Authority	Curtis D. Paxton (809) 218-3230 cpaxton@chirodesalter.org	30" CML&C -161 LF, 18" CML&C- 285 LF, 24"PVC-11,307 LF, 18" PVC- 5373 LF, Air Vac- 23 EA, Blow-offs - 6 EA, Pressure Reducing Station, 2- ea 36" Jack & Bores- 185 LF	Ontario, Eastvale, CA	\$ 5,500,000.00	Sep-15	Mar-18	Y
MNWD	MNWD	Steve Merk - (949)795-6799 smerk@mnwd.com	Install 5634 LF of 8" PVC, 1001 LF of 6" PVC, 188 LF of 4" PVC, 35 Water Services and 9 Air Vacs	Laguna Niguel, Laguna Hills and Aliso Viejo, CA	\$ 1,739,593.00	Feb-16	Jun-16	Y
West Basin Municipal Water District	West Basin Municipal Water District	Veronica Govea - 310-660-6269 veronicag@westbasin.org	Install 3500 LF of 8" PVC recycled water- 2 Jack & bores crossing RR track, Air Vac, Blow-off and Water Service	Gardena, CA	\$ 1,550,618.00	Sep-16	Mar-17	Y
City of Santa Fe Springs	City of Santa Fe Springs	Doug Benash - (626)203 - 2849	Install 2581 LF of 8" DIP 270 LF of 16" Jack & Bore	Santa Fe Springs, CA	\$ 785,091.00	May-14	Jul-14	Y
Inland Empire Utilities Agency	Inland Empire Utilities Agency	Jerry Burke -(909) 313-9588	Provide on call services and Emergency response	Various locations through out Inland Empire	\$ 3,000,000.00	Aug-14	Aug-17	Y
LADWP	LADWP	Marcelo Martinez- (213) 367-4147	PH Treatment & Discharge 529.00 gallons of Hydrotested Water.	Various locations through out Los Angeles	\$ 130,224.00	Oct-14	Oct-15	Y
City of Chino Hills	City of Chino Hills	Paul Montoya - (909)364-2817	Install 960 LF of 12" HDPE via HDD and 185 LF of 12" PVC	Chino Hills, CA	\$ 287,965.00	Feb-15	Apr-15	Y
City of Riverside	SEMA Construction	Abdallah Salama - (949)322-6823	Install 410 LF of 16" CML&C, 100 LF of 8" RJ DIP, 280 LF of 24" Steel Casing and 54 LF of 36" Steel Casing in New Bridge Constructed for 81 Fwy Expansion	Riverside, CA	\$ 540,144.41	Oct-15	Mar-16	Y
Waste Management	Waste Management	Kevin Walker	On-Call Emergency Work	Corona, CA	\$ 400,000.00	Mar-15	Dec-20	
City of Oceanside	City of Oceanside	Shawnele Morelos - (760)522-9927 smorelos@ecorporation.com	Install 3700 LF of 10" PVC, 867 LF of 10" HDPE via HDD, 4 Gate Valves, 7 Air Vacs and 1 Wharfhead Filling Station	Oceanside, CA	\$ 988,347.00	Jun-15	Aug-15	Y
MNWD	MNWD	Steve Merk - (949)795-6799	Excavate and remove 16" Water Main	Laguna Niguel, CA	\$ 68,786.00	Sep-15	Nov-15	Y
MNWD	MNWD	Steve Merk - (949)795-6799	Install 701 LF of 8" PVC, 4-8" and 1-6" Gate valves, 3 fire hydrant assemblies.	Laguna Niguel, CA	\$ 154,042.00	Jan-15	Mar-16	Y
GSWC	GSWC	Kenwin Fujikami - (714)535-7711	Install 1510 LF of 8" DIP, 235 LF of 6" DIP, 28 Water Services, 4-fire hydrants and 6 tie-ins.	Placentia, CA	\$ 481,803.00	Nov-15	Jan-16	
MNWD	MNWD	Steve Merk - (949)795-6799	On-Call Emergency Work	Laguna Niguel, Laguna Hills and Aliso Viejo, CA	\$ 432,900.00	Jan-16	Jun-17	Y
Port of Long Beach	Port of Long Beach	Ruben Fabela - (562)283-7215 ruben.fabela@polb.com	Remove and Replace 14 6"-20" Valves and install 6 12" & 20" Line Stops. Install 6" and 8" hot tap assemblies. Remove and replace 42 LF of 6" fire hydrant lateral. Install 240 LF of 8" ductile iron pipe.	Port of Long Beach	\$ 880,060.00	May-16	Sep-16	Y
City of Arcadia	City of Arcadia	Tiffany Lee- (626) 256-6580	Remove & Replace 30" Gate Valves with bevel gearing and 3" by-pass. Install 1-30" Line Stops and 10 LF of 30" CML steel pipe.	Arcadia, CA	\$ 285,780.00	Mar-16	Sep-16	Y

City of Pomona	City of Pomona	Timotheus Hampton, PE (909) 802-7420	Install 1,200ft of 10" potable DIP water line, three blow offs and one air & vacuum release	Pomona, CA	\$	509,172.00	Sep-16	Oct-16	Y
MNWD	MNWD	Steve Merk - (949)795-6799	Install 1950 LF of 8" PVC water main, 1" air vac, 4" blow-off, hot-tap connection, 8" gate valve, 6" fire hydrant, and a 6" & 8" insert valve.	Mission Viejo, CA	\$	655,938.00	May-16	Aug-16	Y
GSWC	GSWC	Justin Brown- (805) 349-7407 ext 110	Install 1750 LF of 8" DIP & 480 LF of 4" DIP, 37" water services, 2- fire hydrants, 8- tie-ins	Simi Valley, CA	\$	741,370.00	Jun-16	Oct-16	
Inland Empire Utilities Agency	Inland Empire Utilities Agency	Jerry Burke - (909) 313-9588	Remove and replace existing flow meter station, install new conduit, wire for station and expand existing Motor control center foundation	Ontario, CA	\$	127,584.00	Aug-16	Dec-16	Y
MNWD	MNWD	Steve Merk - (949)795-6799	Relocate 3 Pressure Reducing Stations. Construct PRS vault with electrical service, 8" DIP, hot tap connections, air-vac assemblies, and retaining walls. Remove and replace landscape irrigation. Grind and cap 28,200 SF.	Laguna Niguel, CA	\$	846,454.42	Aug-16	Jun-17	Y
City Of Rialto	KEC Engineering	KEC- Kavous Enami 714-401-4695	Installing 3,050 LF of 18" 10 gage steel CML&C Waterline, 28 LF New Domestic Waterline, Install (14) 6" Fire Hydrants, (20) 2" Services	Rialto, CA	\$	1,001,375.00	Nov-16	Jun-17	Y
Trabuco Canyon Water District	Trabuco Canyon Water District	Lorrie Lauston 949-858-0277 x 130 llauston@tcdwd.ca.gov	Install 4550 LF of 16" PVC, 16" CML&C Bridge Attachment, Blow-offs, Air Vacs and tie ins	Lake Forest, CA	\$	1,573,755.06	Apr-17	Sep-17	Y
City of San Clemente	City of San Clemente	Shawn Ryan 949-361-6122 ryans@san-clemente.org	Install 2300 LF of 8" PVC Water, Fire Hydrants, Water Service, and Tie-ins	San Clemente, CA	\$	688,208.00	Jun-17	Sep-17	Y
Inland Empire Utilities Agency	Inland Empire Utilities Agency	Jerry Burke - (909) 313-9588	Carbon Canyon Water Recycling Facility Valve Replacement Project	Chino, CA	\$	235,437.00	Mar-17	May-17	Y
Moulton Niguel Water District	Moulton Niguel Water District	Erin Warr, 949-831-2500; ewarr@mnwd.com	On-Call Emergency Construction and Maintenance/Repair Work	Laguna Hills, Laguna Niguel, Aliso Biejo,	\$	2,147,499.00	Jun-18	Dec-20	Y
City of Anaheim	City of Anaheim	Scott Neumann 714-765-5176 sneumann@anaheim.net	Install 3,919 LF of 16" 403 LF of 12", 25 LF of 10", 483 LF of 8", 191 LF of 6", and 281 LF of 4" PVC Water Main, 24 tie-ins, 24 water services, 25 gate valves, 12 fire hydrants, and 1 PRV Vault	Anaheim, CA	\$	2,059,782.00	Oct-17	May-19	Y
GSWC	GSWC	Alejandro Flores 909-937-0111 x334	Install 5200 LF of 8" PVC Water Main, 79 1" to 2" Water Services, 12 Fire Hydrants, 12 Tie Ins	Claremont, CA	\$	1,275,505.33	Jul-17	Jan-19	Y
MNWD	MNWD	Steve Merk - (949)795-6799	Remove, replace, and test 4-16", 2-18", 3-24", 2-12", and 1-8" butterfly valves. Remove and replace 6-8" and 1-12" gate valves, and 1-10" and 2-12" insert valves. Remove and replace 9-8", 3-10", and 6-12" gate valves.	Laguna Hills, CA	\$	726,695.00	Oct-17	Apr-18	Y
Lemnar Homes	Lemnar Homes	Jason Greenman (Morrow CM) 951-665-7005, jgreenman@morrowcm.com	Install 2640 LF- 12" PVC Recycled Water, Water Service, Blow-off, Air Vac, & Booster Pump Station	Chino, CA	\$	567,456.00	Oct-17	Jan-19	Y
Stadco	Tuner/AECOM HUNT JV	Michael Agodas, magodas@aecom.com, 404-640-8888	Sewer- 3" to 21" - 22,576 LF and 110 sewer manholes. Storm Drain -4" to 66" -37,530 LF. Filleria Units & Biorotation basins, Domestic Water 3" to 16" PVC - 22,096 LF, Recycled Water 6" to 8" PVC - 13,405 LF.	Los Angeles, CA	\$	38,300,000.00	Dec-19	Jan-21	Y
California Water Service Company	California Water Service Company	Audrey Orh, 310-257-1441; aorh@calwater.com	934 LF of 24" DI (Mechanical Joint) Pipe, 1,590 LF of 12" DI Pipe (Push-On); 685 LF of 24" CL&C Steel Pipe; 15LF of 6" PVC Pipe; 24" CL&C Steel Pipe offset; 12" CL&C Steel Pipe Offset; 24" tie-in to existing 24"; 12" tie-in to existing 12"; 24" tie-in to existing 24"; 8" tie-in to existing 8"	Montebello, CA	\$	1,401,777.00	Feb-18	Jan-19	Y
San Gabriel Valley Water Company	San Gabriel Valley Water Company	Matt Y. Yucelen, P.E 626-448-6189	Install water pipe - 12", 18" & 24"; install water filtration system	Fontana, CA	\$	864,414.00	Jan-18	May-18	Y
Inland Empire Utilities Agency	Inland Empire Utilities Agency	Liza Munoz, PE, 909-893-1522, lmunoz@ieua.org	Design Build Napa Lateral- Install 5,000 LF of 24", 2900 of 16" and 1,600LF of 12" CML&C steel pipe, 1- ea 24" jack & bore, 2- ea 36" jack & bore	San Bernardino, CA	\$	5,332,122.00	Apr-18	Jun-20	Y
City of Los Angeles	Myers and Sons-Griffith, A Joint Venture	Micaliah Revere, 424-227-3277, mrevere@myers-sons.com	Install 2,392LF of 24" DI RG Pipe; 4 - Air Vacs, 2 - 2" water services, tie into existing	Los Angeles, CA	\$	3,581,957.22	Jul-18	Dec-19	Y
Riverside County Transportation	Guy F. Atkinson Construction, LLC	Torrence Reiman, 714-604-5245, torrence.reiman@atknr.com	Install 739 LF of 30" CML&C Steel Pipe, 1,388 LF of 18" CML&C Steel pipe in bridge deck, 282 LF of 48" Steel Casing, 231 LF of 24" steel casing, Six 18" seismic expansion assembly's, two 8" blow off assembly's, two 4" air/vacuum assembly's, one 30" isolation butterfly valve and two cathodic test stations	Riverside, CA	\$	1,743,287.40	Aug-18	May-21	Y
Moulton Niguel Water District	Moulton Niguel Water District	Erin Warr, 949-831-2500; ewarr@mnwd.com	Install 8-8", 12-10", 21-12" Gate Valves. Install 2-14", 13-16", and 2-20" Butterfly Valves	Various locations throughout Laguna Hills, Laguna Niguel, Mission Viejo	\$	2,110,685.52	Dec-18	Apr-20	Y

Moulton Niguel Water District	Moulton Niguel Water District	Erin Warr, 949-931-2500; ewarr@mnwd.com	Yard Improvements - Retaining Walls, Fences, Gates, Lighting & Driveway Improvements. Water and Sewer Service Upgrade	Mission Viejo, CA	\$ 1,397,727.00	Dec-18	Apr-21	Y
Carlsbad Municipal Water District	Carlsbad Municipal Water District	Valerie Alrey, 760-450-4101, valerie.alrey@carlsbadca.gov	Install 31,684 LF of 6" & 8" PVC Recycled Water Pipeline	El Caminito Real & Tamirick, City	\$ 12,193,312.00	Nov-18	May-21	Y
Carlsbad Municipal Water District	Carlsbad Municipal Water District	Valerie Alrey, 760-450-4101, valerie.alrey@carlsbadca.gov	Installation of 27 New Recycled Water Services: 24in Steel Rw, 12in PVC, 8in PVC, 18in DI, 20in PVC, 24in CLW&C, 6in PVC,	San Diego, CA	\$ 632,538.00	Apr-19	Nov-19	Y
Trabuco Canyon Water District	Trabuco Canyon Water District	Lorrie Lausten 949-855-0277 x130 llausten@tcwd.ca.gov	Station Repairs to replace corroded pipes, valves, pump, repair interior/exterior piping and misc concrete work. Remove 18" BfV, Install 16" BfV	Trabuco Canyon, CA	\$ 58,921.00	Apr-19	Jul-20	Y
Inland Empire Utilities Agency	Inland Empire Utilities Agency	Christian Gomez, 909-993-1516, cgomez@ieua.org	Install owner proved Cartridge Filter & Valves. Install 8" PVC piping	Chino, CA	\$ 26,805.00	May-19	Aug-19	Y
City of Corona	City of Corona	Carol Appelt, 951-279-3820, carolyn.appelt@coronaca.gov	Install 2000 LF of 12" Ductile Iron Pipe, 15 LF of 4" DI Pipe, 10LF of 10in DI Pipe, 2-10" DI Adapter & Coupling, 1-10" Gate Valve, 7-12" Gate Valve, 2- 8" Gate Valve, 2 thru 4 inch water services, 1- 8" Fire Service, 8-Fire Hydrants, 1-1" Air Vacs	Corona, CA	\$ 895,092.00	May-19	Aug-19	Y
Inland Empire Utilities Agency	Inland Empire Utilities Agency	Adham Almasri, P.E, 909-993-1462, aalmasri@ieua.org	Adjust Valve Covers to Grade. Install New Wharf Head w/ Breakaway Assembly, Install Bollards, Expose/Shore In-line Valve	Ontario, Chino, R. Cucamonga	\$ 76,345.00	May-19	Sep-19	Y
Irvine Ranch Water District	Irvine Ranch Water District	Toni Lynch, 949-453-5586, tylnc@lrwd.com	Installing 250 LF of 8" DIP and 812 LF of 8" PVC Water Lines and a pressure reducing station	Lake Forest, CA	\$ 484,825.50	Dec-19	Jun-20	Y
Moulton Niguel Water District	Moulton Niguel Water District	Erin Warr, 949-931-2500; ewarr@mnwd.com	Remove 2000LF of 6" PVC and Replace with 8" PVC, Remove 80LF of 6" PVC and Replace with 12" PVC, Remove 150LF of 12" PVC and Replace with 16" PVC including valves, air vacs, blowoffs	Aliso Viejo and Mission Viejo	\$ 890,206.58	Jun-20	Feb-21	Y
Eastam Municipal Water	Eastam Municipal Water	Nick Kokotas 951-928-3777 kokotas@emwd.org	Perform geotechnical borings, demo and dispose of existing articulated concrete block scout protection, clearing, grubbing and site excavation, dewater the site as required, install new articulated concrete block scour protection, riprap, and repair existing concrete encasement of the sewer	Perris, CA	\$1,292,200.00	Jul-21	Oct-21	Y

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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 

Title Brandon Pensick - Senior Vice President

BID FORM

BID TO VEOLIA

RIVERSIDE AVE CENTRAL WATER IMPROVEMENT 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 N/A

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 **RIVERSIDE AVE CENTRAL WATER IMPROVEMENT 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

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:

RIVERSIDE AVE CENTRAL WATER IMPROVEMENT PROJECT

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>07.12.2022</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: _____
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: 07.19.2022

By: 
(Signature)

Printed Name: Brandon Pensick

Title: Senior Vice President

BID SCHEDULE

Schedule of Prices for Construction of the: RIVERSIDE AVE CENTRAL WATER IMPROVEMENT PROJECT

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

Description	Qty	Unit	Unit Price	Total Price
Mobilization	1	LS	175,000. ⁰⁰	175,000. ⁰⁰
Bonds & Insurance	1	LS	23,000. ⁰⁰	23,000. ⁰⁰
Traffic Controls Plans and approval	1	LS	10,000. ⁰⁰	10,000. ⁰⁰
Potholing to Locate Water Lines and Services	1	LS	21,000. ⁰⁰	21,000. ⁰⁰
Lump sum costs to install approx. 950LF of 12-inch DIP pipe between RR tracks and South Street	1	LS	450,000. ⁰⁰	450,000. ⁰⁰
Lump sum cost to install approx 85LF of 8-inch DIP	1	LS	55,000. ⁰⁰	55,000. ⁰⁰
Testing and Chlorination	1	LS	17,000. ⁰⁰	17,000. ⁰⁰
Relocation of the PRV Station at Randall Ave & Riverside Ave.as shown in the Contract Documents in accordance with the scope of work	1	LS	330,000. ⁰⁰	330,000. ⁰⁰
Furnish and Install Valves	63	EA	16,000. ⁰⁰	1,008,000. ⁰⁰
Furnish and Install Isolation Valves	13	EA	17,600. ⁰⁰	228,800. ⁰⁰
Galvanized Services - Long	21	EA	14,300. ⁰⁰	300,300. ⁰⁰
Galvanized Services - Short	22	EA	10,100. ⁰⁰	222,200. ⁰⁰
PVC Schedule 40	2	EA	16,500. ⁰⁰	33,000. ⁰⁰
Poly Services	4	EA	16,500. ⁰⁰	66,000. ⁰⁰
Fire Services - Long	5	EA	38,000. ⁰⁰	190,000. ⁰⁰
Fire Services - Short	3	EA	25,400. ⁰⁰	76,200. ⁰⁰
Hydrant Laterals - Short laterals	16	EA	30,800. ⁰⁰	492,800. ⁰⁰

Construct Tie-Ins	10	EA	7,400.00	74,000.00
Install permanent hot mix paving and maintain throughout Work	1	LS	52,300.00	52,300.00
All other work as required by plans and City's standard specifications	1	LS	11,000.00	11,000.00
Demobilization	1	LS	4,000.00	4,000.00
Closeout documentation, transmission of redline drawings	1	LS	1,000.00	1,000.00
Total construction costs (US \$)				3,840,600.00

BID SCHEDULE
(Continued)

TOTAL OF ALL ITEMS OF THE BID SCHEDULE:

\$ 3,840,600.00

(Price in figures)

three million eight hundred forty thousand six hundred dollars and 00 cents

(Price in words)

Schedule of Prices for Construction of the:

**RIVERSIDE AVE CENTRAL WATER IMPROVEMENT
PROJECT**

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

BID BOND

(This or other official form is acceptable)

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

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% Amount of Total Bid), lawful money
of the United States. Principal has submitted the accompanying bid for the construction
of

RIVERSIDE AVE CENTRAL WATER IMPROVEMENT 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 July 14, 2022

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

PRINCIPAL

(Seal if Corporation)

By

Title Brandon Pensick - Senior 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

(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

862-777-8190

(Telephone number of Surety's agent in California)

(Attach Acknowledgment)

Berkshire Hathaway Specialty Insurance Company

SURETY

By

(Attorney-in-Fact)

Marisol Mojica

Marisol Mojica

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**

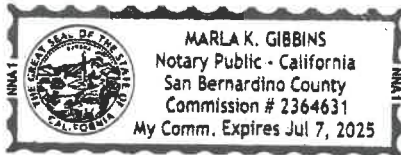
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)
On July 19, 2022 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 14th DAY OF July, 2022 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

Ursula Jakubiak
A Notary Public of New Jersey
My Commission Expires March 8, 2026



**Berkshire Hathaway
Specialty Insurance**

28053

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, Jaclyn Thomas, 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

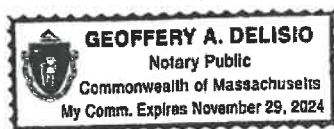


NOTARY

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 July 14, 2022.



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@bhsispecialty.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) 453-9675, via email at claims@bhsispecialty.com, via fax to (617) 507-8259, 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>12/31/2021</u>	<u>12/31/2020</u>	<u>12/31/2019</u>
Total invested assets	\$ 6,504,184,299	\$ 5,475,240,588	\$ 5,172,183,338
Premium & agent balances (n	552,510,359	603,615,506	368,086,012
All other assets	142,765,038	157,897,676	127,524,677
Admitted Assets	<u><u>\$ 7,199,459,696</u></u>	<u><u>\$ 6,236,753,770</u></u>	<u><u>\$ 5,667,794,027</u></u>

LIABILITIES & SURPLUS*

	<u>12/31/2021</u>	<u>12/31/2020</u>	<u>12/31/2019</u>
Loss & loss exp. unpaid	\$ 1,142,116,028	\$ 921,923,948	\$ 634,745,558
Unearned premiums	484,660,143	372,836,160	314,117,549
All other liabilities	1,163,007,684	1,054,922,210	744,738,458
Total Liabilities	<u><u>2,789,783,855</u></u>	<u><u>2,349,682,318</u></u>	<u><u>1,693,601,565</u></u>
Total Policyholders' Surplus	<u><u>4,409,675,842</u></u>	<u><u>3,887,071,452</u></u>	<u><u>3,974,192,463</u></u>
Total Liabilities & Surplus	<u><u>\$ 7,199,459,697</u></u>	<u><u>\$ 6,236,753,770</u></u>	<u><u>\$ 5,667,794,028</u></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 is Senior 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."

Brandon
Bidder

~~State of California)
) ss.
County of)~~

Please see attached

~~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

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 July 19, 2022 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

07.19.2022

Date

CERTIFICATE OF CONTRACTOR

I, Brandon Pensick, certify that I am the Senior 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 Scott Johnson
(Please Type)

Title Project Manager

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

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 July 19, 2022 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: _____

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: **RIVERSIDE AVE CENTRAL WATER IMPROVEMENT
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: 07.19, 20 22
(Contractor)

Ferreira Construction Co. Inc. dba
Ferreira Coastal Construction Co.

By 

Brandon Pensick - Senior Vice President
(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
RIVERSIDE AVE CENTRAL WATER IMPROVEMENT 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	\$ <u>4,000,000</u>
	Products-Comp Ops Aggregate	\$ <u>4,000,000</u>
	Personal and Advertising <u>Injury</u>	\$ <u>2,000,000</u>
	<u>Each Occurrence</u> Fire Damage (<u>any one fire</u>) Medical Expense (<u>any one person</u>)	\$ <u>1,000,000</u> \$ <u>10,000</u>
B.	EXCESS GENERAL LIABILITY	Each <u>Occurrence</u> \$ <u>25,000,000</u> AGGREGATE \$ <u>25,000,000</u>
C.	AUTOMOBILE LIABILITY	
	Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage	\$ <u>N/A</u> \$ <u>N/A</u>
	Or Bodily Injury and Property Damage Combined Single Limit	\$ <u>2,000,000</u>
D.	EXCESS AUTOMOBILE LIABILITY	Each <u>Occurrence</u> \$ <u>25,000,000</u> AGGREGATE \$ <u>25,000,000</u>

Client#: 353923

FERRECONST

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew 32 Old Slip, Suite 32B New York, NY 10005	CONTACT NAME: Gianna Costello	
	PHONE (A/C, No, Ext): 646-891-4983	FAX (A/C, No): 646-862-8242
	E-MAIL ADDRESS: gcostello@connerstrong.com	
INSURED Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co. 10370 Commerce Center Drive, Suite B-200 Rancho Cucamonga, CA 91730	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Liberty Mutual Fire Insurance Co.	NAIC # 23035
	INSURER B : Endurance American Specialty Ins. Co.	41718
	INSURER C : Westfield Specialty Insurance Company	16992
	INSURER D : Arch Specialty Insurance Company	21199
	INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		TB2631510814022	07/01/2022	07/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		AS2631510814012	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$		EXC30000705504	07/01/2022	07/01/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WA263D510814032	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability		XSL00014GY	07/01/2022	07/01/2023	\$2M Occ. / \$2M Agg
D	Excess Liability		UXP104938200	07/01/2022	07/01/2023	\$3M Occ. / \$3M Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage: Excess Liability (4th Layer - \$5M x \$8M)

Carrier: Colony Insurance Company (NAIC#: 39993)

Policy Term: 07/01/2022 to 07/01/2023

Policy #: AR6461134

Limits: \$2,500,000 Per Occurrence / Aggregate (part of \$5,000,000 Quota Share with Evanston Insurance)

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Ferreira Construction Co. Inc.
dba Ferreira Coastal
Construction Co
10370 Commerce Center Dr Suite B 200;
Rancho Cucamonga, CA 91730

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Michael Thompson

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DESCRIPTIONS (Continued from Page 1)

Company)

Coverage: Excess Liability (4th Layer - \$5M x \$8M)

Carrier: Evanston Insurance Company (NAIC#: 35378)

Policy Term: 07/01/2022 to 07/01/2023

Policy #: MKLV7EUE100768

Limits: \$2,500,000 Per Occurrence / Aggregate (part of \$5,000,000 Quota Share with Colony Insurance Company)

Coverage: Excess Liability (5th Layer - \$12M x \$13M)

Carrier: Navigators Insurance Company (NAIC#: 42307)

Policy Term: 07/01/2022 to 07/01/2023

Policy #: NY22EXCZ02BJWIV

Limits: \$12,000,000 Per Occurrence / Aggregate

Coverage: Contractors Professional & Pollution Liability

Carrier: Berkley Assurance Company (NAIC #39462)

Effective: 07/01/2022 to 07/01/2023

Policy #: PCAB50185780722

Limits: Contractors Professional = \$10,000,000 Each Claim & Aggregate

Pollution = \$10,000,000 Each Occurrence & Aggregate

Policy Aggregate Limit = \$10,000,000

Re: Evidence of Coverage Only.

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

A.	GENERAL LIABILITY	
	Commercial Form	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Premises-Operations	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Explosion and Collapse Hazard	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Underground	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Products/Completed Operations	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Contractual Insurance	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Broad Form Property Damage	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Independent Contractors	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Personal Injury and Advertising Injury	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
B.	EXCESS GENERAL LIABILITY	
	Following Form	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
C.	AUTOMOBILE LIABILITY	
	Business Auto Form Including Loading and Unloading	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Owned	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Hired	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	Non-Owned	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
D.	EXCESS AUTOMOBILE LIABILITY	
	Following Form	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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.

Ferreira Construction Co. Inc.dba

Ferreira Coastal Construction Co.

Named Insured (Contractor)

Zurich American Insurance Company

Insurance Company

10370 Commerce Center Drive Suite B200

Street Number

1299 Zurich Way

Street Number

Rancho Cucamonga CA 91730

City and State

Schaumburg IL 60196

City and State

By

Gianna Costello

(Company Representative)

(SEE NOTICE ON PAGE 5)

Insurance Company Agent for Service
of Process in California:

Kate Kelly

Name

Conner Strong & Buckelew

Agency

32 Old Slip Suite 32 B

Street Number

New York NY 10005

City and State

646.891.4983

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.



TO: Bidding Contractors
FROM: Michelle McLey
CC: Chandrasekar Venkatraman, Thomas Crowley, Andrew Coleman
Subject: Bid Addendum #1 - Riverside Ave Central Water Improvement Project
Date: July 12, 2022

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.

EXTENSION OF BID DATE

The original bid due date for this project was July 14, 2022 at 11:00 am. **This Addendum shall extend the bid due date to Tuesday, July 19, 2022 at 11:00 am.**

PRV STATION DRAWING & DETAIL

The PRV Station Plan has been updated and detail on the PRV Vault is attached and shall be included into the Bidding Documents.

SPECIFICATIONS

Fire Hydrant Standard for wet barrel - Clow 850 LBI400, specification attached. The riser, slip can, and lid shall be 8" diameter. The check valves shall be 8-hole as well as the hydrant. (Not 6-hole)

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

Thank you.

Sincerely,

Michelle McLey
Project Manager - Capital Program Management (West)
M&C Business - VEOLIA NORTH AMERICA
Tel 562-397-5706
437 N. Riverside Avenue / Rialto, CA 92376

BP