



Board of Directors Regular Meeting
Tuesday, October 13, 2020 at 1:00 PM
Valley Sanitary District Board Room
45-500 Van Buren Street, Indio, CA 92201

*******SPECIAL NOTICE – Telephonic Accessibility*******

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020, as a response to mitigating the spread of coronavirus known as COVID-19, during the October 13, 2020, regular meeting of Valley Sanitary District Board of Directors members of the public will be allowed to attend and address the Board of Directors during the open session of the meeting telephonically.

Members of the public wanting to listen to the open session of the meeting may do so by calling (425) 436-6376 and when prompted, enter access code 166514. Members of the public wanting to address the Board, either during public comment or for a specific agenda item, or both, are requested to send an email notification no later than 12:30 p.m. on the day of the meeting to the Valley Sanitary District's Clerk of the Board at hgould@valley-sanitary.org.

Page

1. CALL TO ORDER



- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. October Employee Anniversaries
 - Holly Gould, Human Resource Specialist - 11 years
 - Grant Fournier, Collection System Tech I - 1 year


2. PUBLIC COMMENT



This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

3. CONSENT CALENDAR

Consent calendar items are expected to be routine and noncontroversial, to be acted upon by the Board of Directors at one time, without discussion. If any Board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

- 3.1. Approve September 22, 2020 Regular Meeting Minutes and September 29, 2020 Special Meeting Minutes 5 - 11
[3.1 22 Sep 2020 Meeting Minutes.pdf](#) 
[3.1 29 Sep 2020 Special Meeting Minutes.pdf](#) 

- 3.2. Approve Warrants for September 17 to October 7, 2020 12 - 13
[3.2 Warrants for Sept 17 to Oct 7, 2020.pdf](#) 

- 3.3. Authorize the General Manager to Sign and Record the Easement Quitclaim Deed for Gallery at Indian Springs TM 33165 14 - 17
[3.3 Staff Report Quitclaim VSD Sewer Easement TM 33165.pdf](#) 
[3.3 Attachment A Quitclaim Deed & Exhibits VSD Sewer Easement.pdf](#)


4. NON-HEARING ITEMS

- 4.1. Award Contract to Golden Bell Products, Inc. for Roach Control Services and Authorize the General Manager to Execute a Contract for A Five-Year Term in an Amount not to Exceed \$60,000 per year or a total of \$300,000 18 - 22
[4.1 Staff Report Golden Bell Products Roach Spraying Program.pdf](#)

[4.1 Attachment A Insecta Scope Valley Sanitary District 5 year options.pdf](#) 
[4.1 Attachment B Sole Source Ltr 7-2020.pdf](#) 


- 4.2. Award Contract to Insituform Technologies, LLC for CIPP Lining Services for the Indio Boulevard Rehabilitation Project 23 - 121

in an Amount not to Exceed \$264,531 and Authorize the General Manager to Execute the Contract


[4.2 Staff Report Rehab Project 1 Award Report.pdf](#) 

[4.2 Attachment A VSD Rehab Project #1 - Bid Tabulation Sheet.pdf](#) 

[4.2 Attachment B Insituforms Bid Package.pdf](#) 

[4.2 Attachment C DIR and Contractor Licence Verification.pdf](#) 

- 4.3. Authorize General Manager to Execute Contract with Birdseye Planning Group to Prepare CEQA/NEPA Documents for the Reclaimed Water Project Phase 1 in an Amount not to Exceed \$51,370 122 - 133

[4.3 Staff Report Award of Contract Birdseye CEQA WRF Upgrade.pdf](#) 

[4.3 Attachment A Environmental Services Proposal.pdf](#) 

- 4.4. Authorize the General Manager to Execute a Design-Build Contract with Downing Construction, Inc. for the Influent Pump Station Rehabilitation Project on an Amount not to Exceed \$358,695 134 - 295

[4.4 Staff Report Award of Contract Design Build Entity IPS Rehab Project.pdf](#) 

[4.4 Attachment A Proposal Evaluation Scoring Sheet.pdf](#) 

[4.4 Attachment B DCI Influent Pump Station Proposal.pdf](#) 

[4.4 Attachment C Dudek & DCI Licence Verification.pdf](#) 

- 4.5. Discuss Proposed Layout Options for the New Training & Office Building and Provide Direction to Staff 296 - 299

[4.5 Staff Report Review Proposed Layout Options for Training Office Bldg.pdf](#) 

[4.5 Attachment A New Training Building Single Story.pdf](#) 

[4.5 Attachment B New Training Building Two Story.pdf](#) 

- 4.6. Authorize Board President to Cast a Ballot for the Alternate Special District Member of the Riverside County Local Agency Formation Commission 300 - 304

[4.6 Attachment A 2020 SDSC Alternate Ballot Instructions.pdf](#) 

[4.6 Attachment B 2020 SDSC Alternate Ballot.pdf](#) 

[4.6 Attachment C Instant Runoff Voting Election Process.pdf](#) 

5. GENERAL MANAGER'S ITEMS

General Manager's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

5.1. Monthly General Manager's Report - August Activities 305 - 315

[5.1 Staff Report GM Report August 2020.pdf](#) 

[5.1 Attachment A Admin Services Report August 2020.pdf](#) 

[5.1 Attachment B NPDES Overview August.pdf](#) 

[5.1 Attachment C Collection Services Report August.pdf](#) 

[5.1 Attachment D Development Services Report August.pdf](#) 

6. COMMITTEE REPORTS

7. DIRECTOR'S ITEMS

Director's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

8. INFORMATIONAL ITEMS

9. ADJOURNMENT

Pursuant to the Brown Act, items may not be added to this agenda unless the Secretary to the Board has at least 72 hours advance notice prior to the time and date posted on this notice.

UNOFFICIAL UNTIL APPROVED

VALLEY SANITARY DISTRICT MINUTES OF REGULAR BOARD MEETING September 22, 2020

*****SPECIAL NOTICE – Telephonic Accessibility*****

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020, as a response to mitigating the spread of coronavirus known as COVID-19, during the September 22, 2020 regular meeting of Valley Sanitary District Board of Directors, members of the public will be allowed to attend and address the Board of Directors during the open session of the meeting telephonically.

Members of the public wanting to listen to the open session of the meeting were able to do so by calling (425) 436-6376 and when prompted, enter access code 166514. Members of the public wanting to address the Board, either during public comment or for a specific agenda item, or both, were requested to send an email notification no later than 12:30 p.m. on the day of the meeting to the Valley Sanitary District's Clerk of the Board at hgould@valley-sanitary.org.

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held at the District offices, 45-500 Van Buren Street, Indio, California, on Tuesday, September 22, 2020.

1. CALL TO ORDER

Vice President Sear called the meeting to order at 1:00 p.m.

1.1 Roll Call

Directors Present:

Debra Canero, Dennis Coleman (via telephone), Mike Duran (via telephone),
Scott Sear, William Teague

Staff Present:

Beverli Marshall, General Manager, Holly Gould, Ian Wilson; Via Telephone: Ron
Buchwald, Jeanette Juarez, Robert Hargreaves, Best Best & Krieger

Guests:

Donnya Villareal, Desert Arc

1.2 Pledge of Allegiance

2. PUBLIC COMMENT

This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

Ms. Marshall announced that Valley Sanitary District received the Silver Award from the National Association of Clean Water Agencies, in recognition of the District's complete and consistent permit compliance during calendar year 2019. Ms. Marshall stated that this is a direct reflection of the hard work and efforts of the staff. The Board congratulated staff on their achievement.

3. CONSENT CALENDAR

- 3.1 Approve September 8, 2020 Regular Meeting Minutes
- 3.2 Approve Warrants for September 3 to September 16, 2020
- 3.3 Accept Monthly Financial Report for Period Ending August 31, 2020
- 3.4 Declare Surplus Equipment and Authorize Disposition per District Policy
- 3.5 Authorize Tuition Reimbursement for Beverli A. Marshall, General Manager, in an Amount Not to Exceed \$1,000 Per District Policy

ACTION TAKEN:

MOTION: Director Teague a motion to approve the consent calendar as presented. President Duran seconded the motion. Motion carried unanimously.

MINUTE ORDER NO. 2020-3039

4. NON-HEARING ITEMS

- 4.1 Authorize the General Manager to Execute a Contract with Desert Arc for Janitorial Services in an Amount Not to Exceed \$50,000 for a 12-month Period

Donnya Villareal, Assistant Director of Vocational Programs at Desert Arc, gave a presentation to the board regarding their janitorial proposal for VSD. She went over Desert Arc's COVID-19 protocol and answered questions from the directors. The Board would like to hold off on this item until staff receives the landscaping proposals so they can get a better picture of the full fiscal impact of these services. The Board asked Ms. Marshall to bring the item back in October.

- 4.2 Authorize the Purchase of a Ford F550 Utility Crane Truck from Fiesta Ford in an Amount Not to Exceed \$98,812

Staff determined that the existing utility crane truck, a 2010 Ford F350, needs to be replaced due to age, mileage, and overall annual maintenance costs. This vehicle is used primarily by the Collection division and is equipped for multiple purposes from pulling pieces of equipment with the crane to transporting large equipment and towing necessary equipment to and from the job site. The arrow board meets the City of Indio's Traffic Control Standards for use within the District's service area. Once the replacement truck is in service, the surplus truck will be sold through GovDeals. It is recommended to purchase a 2021 Ford F550 Utility Crane Truck from Fiesta Ford in the amount of \$98,812.

ACTION TAKEN:

MOTION: Director Teague made a motion to authorize the General Manager to purchase a Ford F550 Utility Crane Truck from Fiesta Ford in the amount of \$98,812, which includes tax and delivery. President Duran seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2020-3040

- 4.3 Authorize Purchase of a 6,100-Gallon Tank for Sodium Bisulfite from D & H Water Systems in an Amount Not to Exceed \$31,158

One of the two existing sodium bisulfite tanks is scheduled for replacement this fiscal year. The tank was part of the 2008 plant expansion project. The typical useful life in the desert conditions is approximately 10 years. Staff sent out requests for quotes for a new 6,100-gallon tank and received three quotes. The least expensive of the quotes was received from D & H Water Systems for an amount not to exceed \$30,158. The recommended tank meets current industry standards and is insulated to reduce heating costs during the cooler months.

ACTION TAKEN:

MOTION:

Secretary/Treasurer Canero made a motion to authorize the purchase one 6,100-gallon tank for sodium bisulfite from D & H Water Systems in an amount not to exceed \$30,158 (including tax and delivery). Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2020-3041

- 4.4 Authorize Purchase of Four Ammonium-Nitrate Probes from Hach in an Amount Not to Exceed \$48,726

The District's current NPDES permit is requiring a study to evaluate potential actions to reduce ammonia discharges into the receiving water. The study is to be conducted over the course of one year and a technical report is to be provided to the RWQCB. The RWQCB has also indicated that an effluent limit for ammonia will most likely be added to the NPDES permit during this current permit cycle. The purchase and installation of the ammonia and nitrate combination sensors will allow staff to track nitrification (the reduction of ammonia to nitrate) in the aeration tanks. Staff currently must wait for data from a composite sample, which is data from the previous day, or from grab samples, which is information attained from a single point in time. The ammonia and nitrate sensors would provide real time data and allow staff to trend ammonia levels 24 hours a day by integrating the data on to the SCADA system. It is recommended to purchase four ammonium and nitrate combination sensors from Hach for an amount not to exceed \$48,726.

ACTION TAKEN:

MOTION:

Secretary/Treasurer Canero made a motion to authorize the purchase of four ammonium and nitrate combination sensors in an amount not to exceed \$48,726. President Duran seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2020-3042

4.5 Authorize VSD's to Continue its Membership with the National Association of Clean Water Agencies for the Period of October 1, 2020 through September 30, 2021, at a Cost of \$7,680

While the Board discussed this membership as part of the budget, staff is requesting that it reconsider its position based on the savings achieved from not having to pay for the upcoming election as well as the benefits received from this valuable membership. It is recommended to continue the membership with the national Association of Clean Water Agencies for the period of October 1, 2020 to September 30, 2021, at a cost of \$7,680.

ACTION TAKEN:

MOTION:

President Duran made a motion to authorize VSD to Continue its membership with the National Association of Clean Water Agencies for the period of October 1, 2020 through September 30, 2021, at a Cost of \$7,680. Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2020-3043

4.6 Authorize Directors Option to Enroll in the Medical, Dental, and Vision Plans Offered to VSD Employees Effective January 1, 2021

At its meeting on December 10, 2019, the Board adopted resolution 2019-1125 setting the directors' annual stipend for medical expenses at the PEMHCA minimum amount. The District does not allow directors the option of enrolling in one of the CalPERS medical plans that are to District employees. Several directors have expressed interest in being allowed to do so. The Board gave direction to staff to prepare the necessary resolutions for Board approval and then inform CalPERS of the District's intent. Directors would also have the option to enroll in the District's dental and vision plans with no contributions made by the District on the directors' behalf. The effective date of the enrollment in the plan(s) would be January 1, 2021.

ACTION TAKEN:

MOTION:

President Duran made a motion to authorize directors the option to enroll in one of the CalPERS medical plans that are offered to District employees and to keep the District's contribution at the PEMHCA rate. In addition, staff recommends that the Board authorize directors the option to enroll in the dental and vision plans offered to District employees but with no contributions made by the District. Secretary/Treasurer Canero seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2020-3044

5. GENERAL MANAGER'S ITEMS

General Manager's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

Ms. Marshall gave a brief update of the status of Riverside County in relation to COVID-19. The county has entered the red zone, allowing more businesses to open back up. At this time, the District will not make any changes to the protocol it's been following the past few months.

6. COMMITTEE REPORTS

No meeting to report on.

7. DIRECTOR'S ITEMS

Director's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law

Director Teague inquired about the next EVRA meeting. Ms. Marshall stated that they are looking to schedule something by the end of October.

8. INFORMATIONAL ITEMS

The DiSC Workshop for the Board of Directors will be held Tuesday, September 29, 2020 at 1:00 p.m.

9. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 2:31 p.m. The next regular board meeting will be held October 13, 2020.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District

UNOFFICIAL UNTIL APPROVED

VALLEY SANITARY DISTRICT MINUTES OF SPECIAL BOARD MEETING September 29, 2020

*****SPECIAL NOTICE – Telephonic Accessibility*****

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020, as a response to mitigating the spread of coronavirus known as COVID-19, during the September 29, 2020 special meeting of Valley Sanitary District Board of Directors, members of the public will be allowed to attend and address the Board of Directors during the open session of the meeting telephonically.

Members of the public wanting to listen to the open session of the meeting were able to do so by calling (425) 436-6376 and when prompted, enter access code 166514. Members of the public wanting to address the Board, either during public comment or for a specific agenda item, or both, were requested to send an email notification no later than 12:30 p.m. on the day of the meeting to the Valley Sanitary District's Clerk of the Board at hgould@valley-sanitary.org.

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held at the District offices, 45-500 Van Buren Street, Indio, California, on Tuesday, September 29, 2020.

1. CALL TO ORDER

President Duran called the meeting to order at 1:03 p.m.

1.1 Roll Call

Directors Present:

Debra Canero, Dennis Coleman, Mike Duran, Scott Sear, William Teague

Staff Present:

Beverli Marshall, General Manager

1.2 Pledge of Allegiance

2. PUBLIC COMMENT

This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

None.

3. CONSENT CALENDAR

None.

4. NON-HEARING ITEMS

4.1 Workplace Profiles Workshop to Improve Board and Manager Communications

The Directors and General Manager participated in a DiSC Workplace Profiles Workshop.

5. GENERAL MANAGER'S ITEMS

General Manager's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

None.

6. COMMITTEE REPORTS

None.

7. DIRECTOR'S ITEMS

Director's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law

None.

8. INFORMATIONAL ITEMS

None.

9. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 3:13 p.m. The next regular board meeting will be held October 13, 2020.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District

DISBURSEMENTS
Approved at the Board Meeting of
October 13, 2020

38614 McMaster-Carr Supply Co.	Pressure Relief Valve, Washers, Pipe Fittings	558.19
38615 Air & Hose Source, Inc.	3" Tiger Green Suction Hose	143.55
38616 American Material Company	3M Masks and Safety Glasses	439.89
38617 Analytical Technology, Inc.	Flowmeter	393.32
38618 Austin Lopanec	Travel Reimbursement	906.08
38619 Beverli Marshall	Tuition Reimbursement	1,000.00
38620 Calif. Water Environment Assn.	CWEA Membership - 14363	192.00
38620 Calif. Water Environment Assn.	CWEA Membership - 30628	192.00
38621 CALPELRA	CALPELRA Annual Training Conference Reg	620.00
38622 Caltest Analytical Laboratory	Monthly Samples September 2020	995.00
38623 Carquest Auto Parts	New Charges for September 2020	336.55
38624 Cart Mart, Inc.	Tires for Cart	884.04
38625 Cintas Corp	Uniforms, mats, towels, etc for week of 09/10/2020	597.04
38625 Cintas Corp	Uniforms, mats, towels, etc for week of 09/24/2020	627.24
38625 Cintas Corp	Uniforms, mats, towels, etc for week of 10/01/2020	599.64
38626 Circuit Breaker Sales NE Inc	IQ DP-4000 Relay	2,511.49
38627 City of Indio	Aerial Imagery	15,909.33
38628 City of Indio	Aerial Imagery 2nd reimbursement	350.00
38629 Consolidated Electrical Distributors, Inc.	Aerator Electrical Fittings	111.90
38630 Desert Hose & Supply	1" Female Pipe	11.09
38630 Desert Hose & Supply	T-Bolt Clamp & PVC	23.36
38630 Desert Hose & Supply	Fire Hose Reel	421.02
38630 Desert Hose & Supply	Durometer Neoprene Sheet, Camlocks	141.89
38631 Desert Steel Supply	Material for Outfall Screen Cleaning	204.45
38632 DRT Transport	Fleet Vehicle 90 Day Inspections	285.00
38632 DRT Transport	Labor and Materials for Maintenance on 7400 Vac	780.18
38632 DRT Transport	Labor and Materials for Maintenance on T440 Vac	787.17
38633 E.S. Babcock & Sons, Inc.	Biosolids Class B Testing	265.00
38634 ECS House Industries, Inc.	25HP Pond Aerator	40,425.00
38635 Fisher Scientific	GGA Concentrate Snips CRM	128.93
38636 Fulton Distributing Co.	Roll Towels	116.05
38636 Fulton Distributing Co.	Multifold Towels, Roll Towels, Soap	465.83
38637 Grainger	Ball Check Valve	47.64
38637 Grainger	Ferric Setup at Pond Exit Bldg	1,680.00
38637 Grainger	Mini Pleat Air Filters	369.96
38637 Grainger	Disposable Respirators	691.54
38637 Grainger	Disposable Respirators	553.23
38637 Grainger	Welding Rod	33.19
38637 Grainger	Disposable Respirators	138.31
38638 Haaker Equipment Company	Front Hose Reel Swivel for Vactor	714.00
38638 Haaker Equipment Company	Wire Skids	481.76
38639 Hach Company	Protective Film for DR3900 Display	23.76
38639 Hach Company	Filter Glasses	855.02
38639 Hach Company	Potassium Iodide	618.74
38640 Harris & Associates	PADM for Collection System 7/26/2020-8/22/2020	19,544.50
38641 Healthy Futures, Inc.	Wellness Services for September 2020	1,500.00
38642 Interstate All Battery Center	12V Batteries for UPS Units	303.86
38642 Interstate All Battery Center	Fire Suppression Battery Replacement	151.02
38643 Kaman Industrial Technologies	Digester Mixer Parts	689.66
38643 Kaman Industrial Technologies	Belt Press Conveyer Rollers	2,275.54
38644 LCS Constructors	FH Test	700.00
38645 Lorraine Shinnette	CWEA Exam Reimbursement	192.00
38646 McMaster-Carr Supply Co.	Fittings and Clamps	109.48
38646 McMaster-Carr Supply Co.	T-Strainers	78.58
38646 McMaster-Carr Supply Co.	Compression Fitting & Spill-Control Tray	111.24
38646 McMaster-Carr Supply Co.	Stainless Steel Extension Springs	27.93
38646 McMaster-Carr Supply Co.	Items for Welding Cart	19.32
38646 McMaster-Carr Supply Co.	Hose Stop, Mount Plates	75.18
38647 MCR Technologies, Inc.	Belt Press Bldg Mag Flow Meter	4,693.12
38648 Mike Dyell Machine Shop, Inc.	Brass Pieces	377.13
38649 National Association of Clean Water Agencies	Membership Dues - Oct 2020 - Sep 2021	7,680.00
38650 NBS Government Finance Group	Quarterly Admin Fees 10/01/2020-12/31/2020	4,359.26
38651 Nicholas Dean	CWEA Exam Reimbursement	180.00
38652 Pitney Bowes, Inc.	Rental of Postage Machine 10/1/2020-12/31/2020	127.24
38653 Plumbers Depot Inc.	Repair to OZ Camera 2	711.73
38653 Plumbers Depot Inc.	Labor & Repair of OZ Camera 3	2,712.83
38654 Polydyne, Inc.	Polymer	3,624.31
38654 Polydyne, Inc.	Polymer	3,624.31
38655 Praxair Distribution, Inc.	Oxygen & Acetylene for New Welding Cart	179.20
38655 Praxair Distribution, Inc.	Welding Equipment for New Welding Trailer	18,180.84
38655 Praxair Distribution, Inc.	Tank Rental 08/20/2020-09/20/2020	124.39
38656 RDO Equipment Company	Universal Joint	57.80

38657	ReadyRefresh by Nestle	Water Bottle Service 08/23/2020-09/22/2020	924.69
38658	Rudy's Pest Control	Pest Control Service on 09/14/2020	185.00
38659	SC Fuels	Fuel Delivery for September 2020	798.15
38659	SC Fuels	Unleaded Fuel Delivery for September 2020	3,681.80
38660	SGH Architects Inc	Architectural & Engineering Services through 8/31/2020	5,841.50
38661	South Coast A.Q.M.D	Fiscal Year Emissions	136.40
38661	South Coast A.Q.M.D	Annual Renewal Fees 2020/2021	12,065.98
38662	Southern California Boiler, Inc.	Boiler Maintenance for September 2020	1,004.99
38663	Southwest Networks, Inc.	Computer Consulting for September 2020	356.25
38664	Staples Advantage	New Charges for September 2020	1,870.57
38665	Superior Protection Consultants	Security Patrol for September 2020	6,344.00
38666	Superior Ready Mix Concrete, L.P.	Pump Mix	408.12
38667	The Pun Group	Progress Billing #1 Audit for VSD Year End June 2020	10,000.00
38668	Thomas Scientific	Volumetric Flask	182.83
38668	Thomas Scientific	Graduated Cylinder	121.86
38668	Thomas Scientific	Glass Beaker	40.32
38668	Thomas Scientific	500 ML Volumetric Flask	149.23
38669	Tritech Software Systems	Remote Support for Lucity INV# 290667	150.00
38670	Underground Service Alert	Dig Safe Board Fee 10/1/2020	68.99
38670	Underground Service Alert	Dig Alerts as of 10/1/2020	140.35
38671	United Way of the Desert	PR 09/04/2020 - 09/17/2020 PD 09/25/2020	25.00
38672	Univar Solutions	Sodium Bisulfite	5,119.85
38672	Univar Solutions	Sodium Hypochlorite	7,296.68
38672	Univar Solutions	Sodium Hypochlorite	7,149.61
38673	West Coast Arborists, Inc.	Tree Trimming	5,945.00
202009301	Domino Solar LTD	Electricity for August 2020	6,735.73
202009302	Basic	PR 09/04/2020 - 09/17/2020 PD 09/25/2020	208.33
202010011	Standard Insurance Company	Life and disability insurance for October 2020	1,350.12
202010051	Imperial Irrigation District	Electricity for August 2020	49,710.71
202010052	Indio Water Authority	Hydrant water for August 2020	618.93
202010053	Imperial Irrigation District	Electricity for August 2020	353.60
202010091	Paychex - Direct Deposit	PR 09/18/2020 - 10/01/2020 PD 10/09/2020	74,395.79
202010092	Paychex - Garnishment	PR 09/18/2020 - 10/01/2020 PD 10/09/2020	210.46
202010093	Paychex - Fee	PR 09/18/2020 - 10/01/2020 PD 10/09/2020	185.27
202010094	Paychex - Tax	PR 09/18/2020 - 10/01/2020 PD 10/09/2020	32,340.01
202010095	Vantage Point Transfer Agents - ICMA	PR 09/18/2020 - 10/01/2020 PD 10/09/2020	1,495.00
202010096	MassMutual	PR 09/18/2020 - 10/01/2020 PD 10/09/2020	10.00
202010097	Nationwide Retirement Solution	PR 09/18/2020 - 10/01/2020 PD 10/09/2020	1,535.00
202010098	CalPERS Retirement	PR 09/18/2020 - 10/01/2020 PD 10/09/2020	18,952.99
202010099	CalPERS 457	PR 09/18/2020 - 10/01/2020 PD 10/09/2020	1,000.00
202010131	Indio Water Authority	Water for August 2020	1,022.78
202010132	Time Warner Cable	Telephone service for October 2020	1,148.39

\$411,320.13

JJ



**Valley Sanitary District
Board of Directors Meeting
October 13, 2020**

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Ronald Buchwald, Engineering Services Manager
SUBJECT: **Authorize the General Manager to Sign and Record the Easement
Quitclaim Deed for Gallery at Indian Springs TM 33165**

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board of Directors to discuss the need for a sewer easement no longer in use.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact from the recommended action.

Background

Valley Sanitary District has a 20-foot wide easement that lies on a previously vacant property belonging to Gallery Indian Springs Partners, LLC. The property is located on the northeast corner of Jefferson Street and Westward Ho Drive. This easement was created to serve houses constructed along Indian Springs Drive directly north of the property.

A new housing development has since been constructed including a new sewer main in the streets in front of the houses at this location and will pick up the sewer in Indian Springs Drive, removing the need for the existing easement. The sewer main located within the easement has been abandoned in place.

Recommendation

It is recommended that the Board of Directors authorize the General Manager to sign and notarize the attached Easement Quitclaim Deed for recording purposes.

Attachment A: Quitclaim deed and associated exhibits

No Recording Fee Required Per
Government Code Section 27383

AND WHEN RECORDED MAIL
DOCUMENT
AND TAX STATEMENT TO:

VALLEY SANITARY DISTRICT
45500 Van Buren St.
Indio, California 92201

(Space above this line is for Recorders Use)

QUITCLAIM DEED

APN: 606-210-061

THE UNDERSIGNED GRANTOR(S) DECLARE(S): **DOCUMENTARY TRANSFER TAX IS \$ _____**

- ___ Computed on full value of property conveyed, or
- ___ Computed on full value less liens and encumbrances at time of sale.
- ___ Unincorporated area ___ City of _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, VALLEY SANITARY DISTRICT (VSD), a government entity ("Grantor")

hereby REMISE(S), RELEASE(S) AND QUITCLAIM(S) to: GALLERY INDIAN SPRINGS PARTNERS, LLC ("Grantee")

An easement situated in the City of Indio, County of Riverside, State of California more particularly described as follows:

An existing easement upon, in, over, and under as described on EXHIBITS "A" and "B" Attached hereto and made a part hereof.

DATED: _____

BY: _____

Beverli A. Marshall
General Manager

See NOTARY ACKNOWLEDGMENT attached.

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF CERTAIN REAL PROPERTY SITUATED IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS TRACT MAP 33165 AS INSTRUMENT NO. 2018-0250733, RECORDED JUNE 21, 2018 AS PER MAP RECORDED IN BOOK 462 PAGES 86 THROUGH 88, INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 1 - QUITCLAIM OF PUBLIC SEWER EASEMENT

THAT PORTION OF THAT CERTAIN EASEMENT GRANTED TO VALLEY SANITARY DISTRICT, PER TRACT MAP 29062-1, RECORDED AUGUST 8, 2000 AS INSTRUMENT NO. 2000-307170 IN BOOK 294, PAGES 70 THROUGH 76, INCLUSIVE, OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION BEING A STRIP OF LAND 20.00 FEET IN WIDTH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 10 OF SAID TRACT 33165, THEN ALONG THE NORTHERLY LINE OF SAID LOT 10 SOUTH 88°08'10" WEST 179.63 FEET; THENCE SOUTH 40°19'51" EAST TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 36°32'29" EAST 492.59 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF WESTWARD HO DRIVE; THENCE ALONG SAID RIGHT OF WAY SOUTH 89°55'40" WEST 24.87 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 36°32'29" WEST 478.88 FEET TO A POINT ON A CURVE OF THE PUBLIC UTILITY EASEMENT SHOWN ON SAID TRACT MAP 33165, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 50 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 43°02'40" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°15'48", AN ARC LENGTH OF 20.30 FEET TO THE **TRUE POINT OF BEGINNING**, A RADIAL BEARING TO SAID POINT BEARS SOUTH 19°46'52" EAST.

ALL CONTAINING 9,870 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HEREWITH AND MADE A PART HEREOF.



CARLOS UREÑA
EXPIRES 12/31/2022

P.L.S. 8234

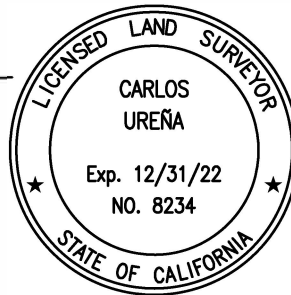
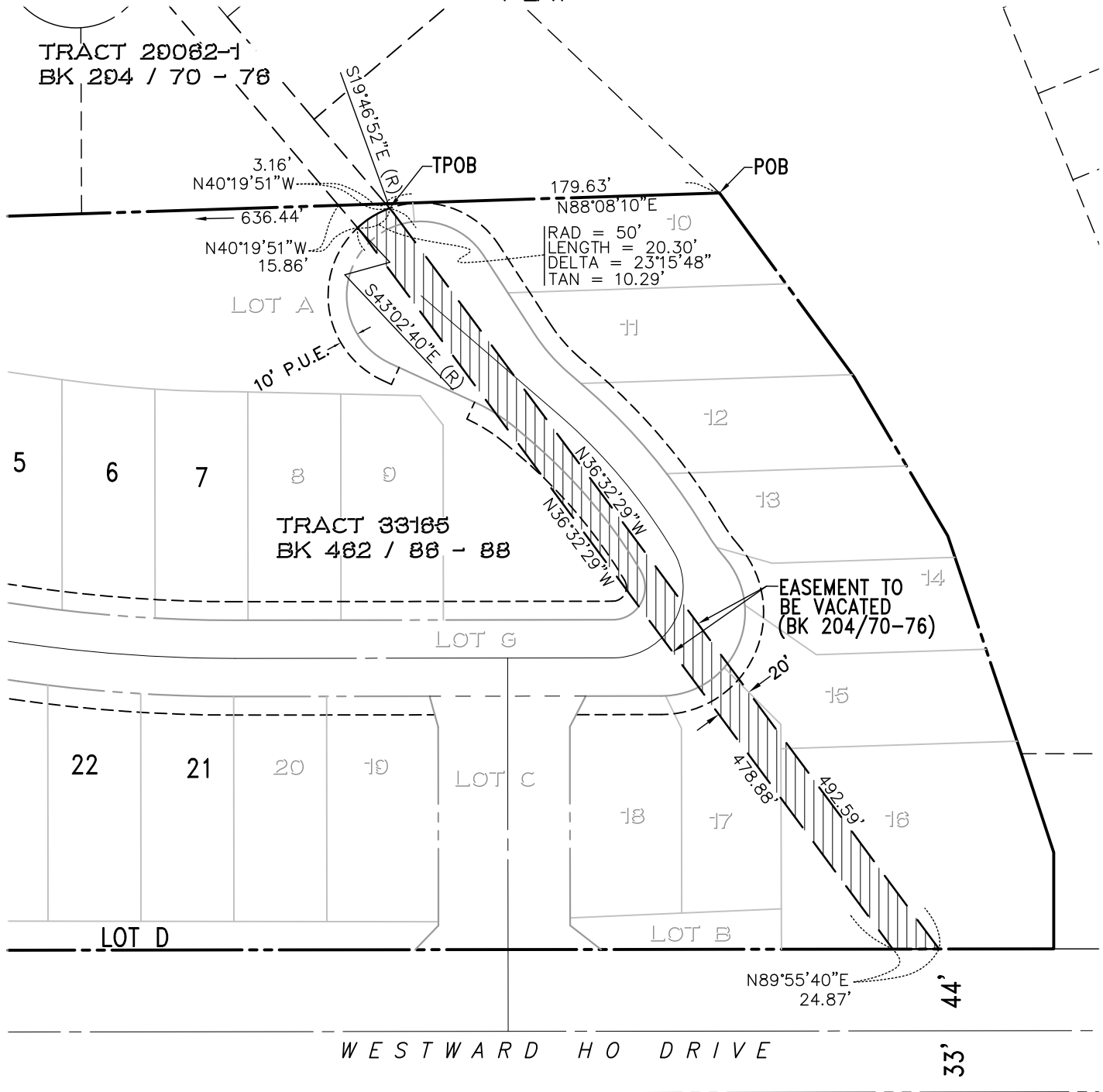


EXHIBIT "B"

SHEET 2 OF 2

PLAT

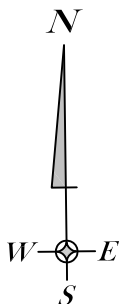
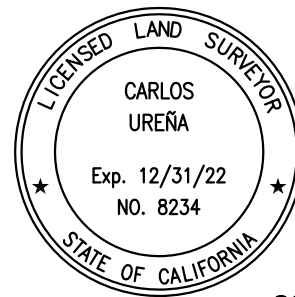


P.O.B. POINT OF BEGINNING
 T.P.O.B. TRUE POINT OF BEGINNING

THIS MAP HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION,
 IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

CARLOS UREÑA LS 8234
 EXPIRES 12-31-22

08/18/20
 DATE



SCALE: 1" = 80'



**Valley Sanitary District
Board of Directors Meeting
October 13, 2020**

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Heberto “Tito” Moreno, Sewer Collection Systems Supervisor
SUBJECT: **Award District’s Roach Control Program Contract to Golden Bell Products, Inc. and authorize the General Manager to Execute a Five-Year Contract.**

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New Budget Approval	<input checked="" type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board of Directors to review and discuss the proposal from Golden Bell Products, Inc.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3: Excellent Facilities.

Fiscal Impact

This is a five-year contract to begin November 1, 2020 and will be charged to the Collection System division budget. The annual budget for the District’s roach control program is \$60,000. The total five-year contract shall not exceed \$300,000.

Background

Golden Bell Products, Inc. (Golden Bell) owns the rights to the product INSECTA throughout all of California. Staff has been using this product for the last 15 years with great success. The current five-year contract with Golden Bell expired this year. Staff has previously conducted and contacted several public agencies to determine what other products for roach control are being used as well as how other agencies handle the Golden Bell product. Staff was unable to find an equivalent product to INSECTA. The only alternative is boric acid, which is powder applied into the sewer and lasts only about a week.

Several agencies use Golden Bell and their product. They either sole source to Golden Bell or use INSECTA sporadically and on small projects to stay within the public agency’s contracting limit. Previously, VSD had a tremendous problem controlling

roaches and INSECTA has proven very effective at minimizing them. This is a no bid, sole-source contract and is based on 2,000 manholes.

Recommendation

Staff recommends that the Board of Directors award the sewer main roach control contract to Golden Bell Products, Inc., and authorize the General Manager to execute a five-year contract in an amount not to exceed \$60,000 per year, for a total of \$300,000.

Attachments

Attachment A: Scope of Work and Quote

Attachment B: Letter from INSECTA manufacturer establishing sole source to Golden Bell Products



952 Batavia Street, Orange, CA 92867 – Phone (714) 363-3985 / Fax (714) 997-4807
www.goldenbellproducts.com

Thursday, October 08, 2020

Valley Sanitary District
Heberto “Tito” Moreno
45-500 Van Buren
Indio, CA 92201

Dear Tito:

Golden Bell Products to provide all labor, material and supplies required to coat sanitary sewer manholes with INSECTA, insecticidal latex coating for sewer roach control.

SCOPE OF WORK

Golden Bell Products to perform the following items:

- ◆ Apply INSECTA, an approved product for sewer roach control application in sanitary manholes.
- ◆ Treat to depth of seven feet or less, with an approximate area of 100 square feet per manhole.
- ◆ Will prepare and treat according to manufacturer’s specifications for preparation instructions.
- ◆ Apply coating based on the manufacturers recommended label rates, five (5) manholes per gallon, not to exceed three (3) pints per manhole.
- ◆ Remove existing sewer manhole covers, scrape clean the inside of the cover area, spray Insecta, reseal the cover and mark the reinstalled cover with a painted white line extending from the manhole cover to the adjoining pavement, indicating that the cover has been reseated properly and firmly. Liability for damage caused by covers that have been reinstalled and marked is limited to 24 hours. Covers that are damaged or will not reseal properly will be immediately reported to the customer. Customer assumes all liability for damages caused by covers that fail to properly reseal.
- ◆ Mark each manhole cover with an identifying white dot after being treated.
- ◆ Provide proper supervision at the job site during all phases of work.
- ◆ Be responsible for coordinating the work to be done. Work will take place in accessible alleys, parking lots, and streets.
- ◆ Guarantee the application for eighteen months from the date of treatment. If more than 50 living roaches are found in a manhole during the warranty period, the manhole must then be retreated by Golden Bell Products at no additional charge or obligation to Customer. Golden Bell Products will retreat any manhole which inspections with photographs report live roaches within sixty (60) calendar days after notification; providing more than 50 live roaches are found inside the manhole during two inspections occurring two days apart. *
- ◆ Will report number of manholes treated when submitting billing invoices. Golden Bell Products will indicate in writing on each paper quarter section map, the number of manholes treated, applicators name initials with the date of completion. This will serve as the record of application for the necessary Agencies and warranty information.
- ◆ Customer will supply paper quarter section maps indicating exact locations of manholes to be treated, street names and smart cover locations. Golden Bell Products will not be responsible for any damage to unidentified smart covers.

- ◆ Customer will make accessible all designated manholes to be coated. If not accessible by service truck Golden Bell Products will notify Customer.
- ◆ Customer will provide inspection and assistance where necessary.
- ◆ No more than 90 calendar days will elapse between date of notice to proceed and completion of the application. A reasonable time for potentially unfavorable weather will be mutually agreed upon by Customer and Golden Bell Products
- ◆ Requirements may be added or deleted from the above Scope of Work; however, these must be agreed upon by both parties prior to the commencement of work.
- ◆ The cost of additional permits and/or licenses, other than those already required by the state, required within city limits to perform work within that city will be assumed by the Customer.

Golden Bell Products will supply all appropriate insurance coverage required by the state licensing agencies to apply roach control product to sewer manholes; if any additional insurance is required and available at additional costs those costs will be assumed by the Customer.

Special Note: Some assistance with traffic control in heavily traveled areas may be required.

**NOTE: The Insecticidal-latex coating is not a repellent and therefore, will not repel roaches. They must rest on it to eliminate them! Insecta is not a spot treatment product: for warranty to be in effect and for the best results all manholes must be treated in the same area of the sewer system!*

Pricing Per Manhole Application costs: **Special Pricing for 5 years:**

**Year 1: (February 2021) \$23.72 per manhole
2000 manholes @ \$23.72 is \$47,440.00**
**Year 2: (February 2022) \$24.66 per manhole
2000 manholes @ \$24.66 is \$49,320.00**
**Year 3: (February 2023) is \$25.64 per manhole
2000 manholes @ \$25.64 is \$51,280.00**
**Year 4: (February 2024) \$26.66 per manhole
2000 manholes @ \$26.66 is \$53,320.00**
**Year 5: (February 2025) \$27.72 per manhole
2000 manholes @ \$27.72 is \$55,440.00**

**Pricing is based on above 1000 manhole pricing
(This is a service – No Sales Tax)**

* There is a **150-manhole** minimum for all jobs.

This service proposal is good through June 30, 2025. Thank you for this opportunity. If you have any questions, please contact Michelle Webster at 714/363-3985.

Sincerely,



Michelle Webster
Program Manager

JABco

Jim Lawrence
President
288 Centennial Park Drive
Daytona Beach, FL 32124

Toll Free: (888) 781-6955
Office: 317-776-9375
Cell: 727-365-6995

July 13, 2020

To Whom It May Concern:

I, Jim Lawrence, President of JABco, the manufacturing company for Insecta, EPA registration number 45600-1, have granted Golden Bell Products the sole distribution and application rights within the State of California. Golden Bell Products has proven its expertise in selling and applying Insecta 45600-1 since 1997 and will maintain the sole source to Insecta until the year 2030.

Any California company that would use Insecta or Insecta Liquid is required to purchase the material from Golden Bell Products. If any bids were received indicating otherwise, the bidding company is misrepresenting itself. All Insecta 45600-1 product used for manhole cockroach control in sewer manholes is sold through Golden Bell Products.

Sincerely



Jim Lawrence
President



**Valley Sanitary District
Board of Directors Meeting
October 13, 2020**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Ronald Buchwald, Engineering Services Manager

SUBJECT: Award Contract to Insituform Technologies, LLC for CIPP Lining Services for the Indio Boulevard Rehabilitation Project in an Amount Not to Exceed \$264,531 and Authorize the General Manager to Execute the Contract

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input checked="" type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board of Directors to review and approve the bid from Insituform Technologies.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3: Excellent Facilities.

Fiscal Impact

The total cost of Insituform’s bid is \$240,483. A change order contingency equal to 10% of the total contract amount (\$24,048) to cover any unforeseen issues that may occur during the performance of this project will be included for a total cost of \$264,531. The current budget for the Collection System Rehabilitation & Program Management project in the Comprehensive Budget for FY 2020/21 is \$876,260.

Background

The Collection System Rehabilitation & Program Management project is comprised of multiple sewer main replacement or relining projects within the District’s boundary. This first rehabilitation project will focus on the rehabilitation of the trunk sewer within Indio Boulevard that begins south of Highway 111 and ends south of the intersection with Maple Street. This project also includes the lining of the 24-inch sewer main that travels underneath the Southern Pacific Railroad and its upstream and downstream manholes. Project work will include traffic control, temporary bypassing of sewer flows, cleaning, and lining of existing VSD sewer main and manholes.

The project was put out to bid on August 3, 2020 with a closing date of September 16, 2020. A total of five companies submitted sealed bids to the District and the lowest, responsible bidder was Insituform Technologies. The bid tabulation is included in this report (Attachment A) as is Insituform's bid package (Attachment B).

Recommendation

Staff recommends that the Board of Directors award a contract to Insituform Technologies, LLC for CIPP lining services for the Indio Boulevard Rehabilitation Project in an amount not to exceed \$264,531 and authorize the General Manager to execute the contract.

Attachments

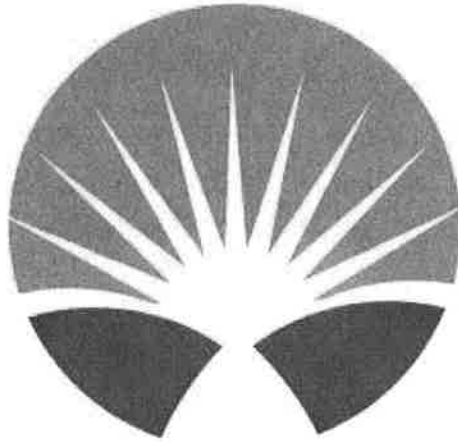
- Attachment A: Bid Tabulation for the Indio Boulevard Rehabilitation Project
- Attachment B: Insituform Technologies' bid package dated July 31, 2020
- Attachment C: Contractor's License and DIR Registration Verification



BID TABULATION
Indio Boulevard Trunk Sewer Rehabilitation Project
 Bid Closed - 9/16/2020

Bid Item				#1 Insituform Terry Henry 17988 Edison Ave, Chesterfield, MO 63005 (562) 413-1585	#2 Nu Line Technologies Frank Durazo 102 2nd Street, Suite B, Encinitas, CA 92024 (760) 634-5153	#3 Nor-Cal Pipeline Services Nick Potter / Bill Bonney 1875 S. River Rd. West Sacramento, CA 95691 (916) 628-1262 / (510) 305-4847	#4 Sancon Technologies John Hernandez 5841 Engineer Drive, Huntington Beach, CA 92619 (714) 891-2323	#5 Mocon Corporation Angel Briones 49950 Jefferson St, Suite C200, Indio, CA 92201 (661) 309-0487					
Item No.	Description	Qty.	Unit	\$/Unit	Item Total	\$/Unit	Item Total	\$/Unit	Item Total	\$/Unit	Item Total	\$/Unit	Item Total
1	Mobilization/Demobilization (Section 7-3.4)	1	LS	\$8,775.00	\$8,775.00	\$12,000.00	\$12,000.00	\$18,240.00	\$18,240.00	\$19,000.00	\$19,000.00	\$24,000.00	\$24,000.00
2	Traffic Control (Section 601)	1	LS	\$2,500.00	\$2,500.00	\$5,850.00	\$5,850.00	\$57,750.00	\$57,750.00	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00
3	Temporary Sewer Bypass (Section 3-12.5)	1	LS	\$10,600.00	\$10,600.00	\$10,000.00	\$10,000.00	\$45,760.00	\$45,760.00	\$67,000.00	\$67,000.00	\$85,000.00	\$85,000.00
4	Clean, Furnish and Install 15-inch CIPP pipeline complete and in place in accordance with the project plans and specifications (Section 500)	839	LF	\$66.00	\$55,374.00	\$69.00	\$57,891.00	\$77.00	\$64,603.00	\$106.00	\$88,934.00	\$128.00	\$107,392.00
5	Clean, Furnish and Install 18-inch CIPP pipeline complete and in place in accordance with the project plans and specifications (Section 500) \$ \$	790	LF	\$70.00	\$55,300.00	\$82.00	\$64,780.00	\$91.00	\$71,890.00	\$110.00	\$86,900.00	\$146.00	\$115,340.00
6	Clean, Furnish and Install 24-inch CIPP pipeline complete and in place in accordance with the project plans and specifications (Section 500)	626	LF	\$106.00	\$66,356.00	\$102.00	\$63,852.00	\$135.00	\$84,510.00	\$123.00	\$76,998.00	\$176.00	\$110,176.00
7	Reinstate Sewer Service Lateral Connection (Section 500-8)	7	EA	\$315.00	\$2,205.00	\$50.00	\$350.00	\$2,000.00	\$14,000.00	\$50.00	\$350.00	\$25.00	\$175.00
8	Rehabilitate Sewer Manholes (Section 502)	2	EA	\$3,415.00	\$6,830.00	\$10,850.00	\$21,700.00	\$6,000.00	\$12,000.00	\$5,010.00	\$10,020.00	\$6,000.00	\$12,000.00
9	Service Lateral Connection Sealing ("Cosmic Top Hat" or Approved Equal) (Section 501-5.2) (Revocable)	7	EA	\$4,649.00	\$32,543.00	\$4,400.00	\$30,800.00	\$2,000.00	\$14,000.00	\$4,200.00	\$29,400.00	\$3,500.00	\$24,500.00
TOTAL FOR ITEMS 1 THRU 9					\$240,483.00		\$267,223.00		\$382,753.00		\$428,602.00		\$513,583.00

Subcontractors: Robotic Sewer Solutions Robotic Sewer Solutions Rain for Rent Robotic Sewer Solutions None
 National Coatings & Linings Ayala Engineering, Inc TMI Traffic



VSD

Valley Sanitary District

Request for Bids

Indio Boulevard Trunk Sewer Rehabilitation

ADDENDUM #1

August 27, 2020

Valley Sanitary District
45-500 Van Buren Street
Indio, California 92201
(760) 238-5400

ADDENDUM #1
FOR
Indio Boulevard Trunk Sewer Rehabilitation Project

NOTICE TO ALL PROSPECTIVE BIDDERS:

Please note the following clarifications, additions, and revisions to the Request for Bids, issued Aug 3, 2020.

REVISIONS:

THE FOLLOWING REVISIONS/CLARIFICATIONS ARE MADE TO THE REQUEST FOR BIDS.

Revision #1 – Replace the Proposal Bid Sheet on page 15 of the Request for Bids with the Proposal Bid Sheet in Attachment A.

Revision #2 – Add the following sections to the project specifications.

- 501-5.2 “BRIM STYLE” SLC SEALING SYSTEM.
 - **501-5.2.2 Sealing Material.** ADD the following:
Rehabilitation of existing service lateral connections to be reinstated, at locations shown on the plans, shall be sealed with TOP HAT cured in place fiberglass insert, by Cosmic Top Hat LLC, or approved equal. The cured insert shall consist of materials chemically resistant to domestic sewage. Fiberglass materials shall be corrosion resistant E-glass (ECR-glass). The fiberglass material shall be impregnated with a UV-light reactive polyester resin. Epoxy bonding agents designed to enhance adhesion in wet environment. The wall thickness shall be 2.0 to 3.0 mm, with a minimum modulus of elasticity of 800,000 psi, and a laminate length that reaches approximately 4 to 6 inches into the lateral and creates a 3-inch collar around the lateral.
 - **501-5.2.3 Installation and Curing.** ADD the following:
Sheltered in a covered area, protected from UV-light radiation, the laminate shall be removed from its packaging and placed on the prepared applicator. The edges of the laminate shall be coated with an additional suitable bonding agent to ensure a seal between the laminate, the mainline liner, and the lateral pipe. The loaded applicator shall then transport the laminate to the lateral opening and be aligned with the opening. The applicator is then inflated with sufficient air pressure (7 psi), creating a seal in both the lateral and the main pipe. The UV-light source, built into the applicator, is activated, and cures the polyester in 7 minutes. Following the curing cycle, the applicator shall be deflated and brought back to the entrance point to begin the next laminate installation.

Clarification #1 – Below are the answers to questions that the District has received from prospective bidders in relation to this project.


1. Do you accept UV CIPP and how do we get the specifications for this job? Yes, UV CIPP is acceptable for this project. The specifications are included in the bid package for this project.
2. What is the estimated cost for this project? The engineer's estimate for this project is \$500,000.
3. What is the required bid bond for this project? The bid bond for this project is 10% of the total amount of the bidder's bid price as denoted on Page 23 of the bid package.
4. Can the District supply the flow data for each pipe segment? The District does not have flow data for these pipes. The District does have an estimated of the peak daily flow based on visual inspection by Collections staff which is approximately 50% of the pipe diameter.
5. Are there any CCTV videos on the pipe segments that must be rehabbed? Yes, they can be downloaded at the following URL:
<https://www.dropbox.com/s/un73bn9c7gw7rus/CCTV%20Videos.zip?dl=0>.
6. Can VSD provide a list of Contractors that attended the pre-construction meeting and/provided the Contractor Contact Form and are eligible to bid on this project? The current bidders list is included as Attachment B.
7. Section 501-1 states that services laterals should be sealed between the sewer main and the service lateral using chemical grout injection. As there are no contractors that perform this type of sealing, it is recommended that this requirement either be removed, or be replaced with the requirement to install a UV Cured Service Lateral Connection Seal (also known as Top Hat) *after* the CIPP liner has been installed. This requirement is replaced with the requirement of installing a UV Cured Service Lateral Connection Seal. A revocable bid item has been added to the Request for Bids for Service Lateral Connection Sealing ("Cosmic Top Hat" or Approved Equal) along the lining reach (Section 501-5.2 of the Greenbook Specifications).
8. Regarding bypassing, can we discharge the flows from both the 15" and 18" sewer into the 42" trunk line next to MH 10J-M015? Yes, the flows from both of those sewer lines can be bypassed into the 42" line within Van Buren Street using MH 10J-M050 that is shown on the project plans.

Sincerely,



Ron Buchwald, PE
Engineering Services Manager

The bid submitted must be in accordance with this notice. Acknowledge receipt of this notice by signing the Certification on this notice and attach it to the Bid. All attachments hereto that is necessary for completing the Bid must be included with the Bid. Failure to acknowledge this notice may result in rejection of the Bid.

By: 
Whittney Schulte, Contracting & Attesting Officer

Company: Insituform Technologies, LLC

Date: August 27, 2020

END ADDENDUM #1

Attachment A
Bid Proposal Sheet

PROPOSAL BID SHEET

INDIO BOULEVARD TRUNK SEWER REHABILITATION

BASE BID

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization/Demobilization (Section 7-3.4)	\$	\$
			PER LS		
2.	1	LS	Traffic Control (Section 601)	\$	\$
			PER LS		
3.	1	LS	Temporary Sewer Bypass (Section 3-12.5)	\$	\$
			PER LS		
4.	839	LF	Clean, Furnish and Install 15-inch CIPP pipeline complete and in place in accordance with the project plans and specifications (Section 500)	\$	\$
			PER LF		
5.	790	LF	Clean, Furnish and Install 18-inch CIPP pipeline complete and in place in accordance with the project plans and specifications (Section 500)	\$	\$
			PER LF		
6.	626	LF	Clean, Furnish and Install 24-inch CIPP pipeline complete and in place in accordance with the project plans and specifications (Section 500)	\$	\$
			PER LF		
7.	7	EA	Reinstate Sewer Service Lateral Connection (Section 500-8)	\$	\$
			PER EA		
8.	2	EA	Rehabilitate Sewer Manholes (Section 502)		
			PER EA		

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
9.	7	EA	Service Lateral Connection Sealing ("Cosmic Top Hat" or Approved Equal) (Section 501-5.2) (Revocable)	\$	\$
			PER EA		

Items noted as "Revocable" may be deleted entirely or in part at the sole discretion of the District. The District reserves the right to not award, increase or decrease the quantity (by any percent change of the quantity) of any of the bid items without change to the bid unit price.

Total Bid Price (Enter Here)

Words

\$
Figures

Signed Whitney Schulte
Bidder Whitney Schulte, Contracting & Attesting Officer

Attachment B

Bidders List

Indio Boulevard Trunk Sewer Rehabilitation

Company Name	Location	Contact Name	Phone Number	Email
Sancon Engineering	Huntington Beach, CA	Ryan Helmuth	714-891-2323	ryan@sancon.com
Insituform	Fullerton, CA	Terry Henry	562-413-1585 714-278-1900	thenry@aegion.com
National Plant Services	Long Beach, CA	Michelle Beason	925-262-7366	mbeason@nationalplant.com
Nuline Technologies LLC	Encinitas, CA 92057	Frank Durazo	760-443-7452	fdurazo@nulinetech.net
Mocon Corporation	Indio, CA	Angel Briones	661-309-0487	angel@moconcorp.com
Nor-Cal Pipeline Services	Sacramento, CA	Nick Potter	916-628-1262	npotter@norcalpipe.com
		Bill Bonney	510-305-4847	bbonney@norcalpipe.com



VSD

Valley Sanitary District

Request for Bids

Indio Boulevard Trunk Sewer Rehabilitation

ADDENDUM #2

September 9, 2020

Valley Sanitary District
45-500 Van Buren Street
Indio, California 92201
(760) 238-5400

ADDENDUM #2
FOR
Indio Boulevard Trunk Sewer Rehabilitation Project

NOTICE TO ALL PROSPECTIVE BIDDERS:

Please note the following clarifications, additions, and revisions to the Request for Bids, issued Aug 3, 2020.

REVISIONS:

THE FOLLOWING REVISIONS/CLARIFICATIONS ARE MADE TO THE REQUEST FOR BIDS.

Revision #1 – The receipt and opening of bids has been revised to read as follows:

A. Sealed Bids will be received from licensed bidders only at Valley Sanitary District (Owner), 45-500 Van Buren Street, Indio, California, Telephone (760) 238-5400 until **4:00 pm on Wednesday, September 16, 2020**, for the Contract Work entitled: **Indio Boulevard Trunk Sewer Rehabilitation**.

PROJECT AND PROCUREMENT SCHEDULE: The following is the procurement schedule for this project.

- | | |
|------------------------------------|---------------------------------------|
| • Circulation of Request for bids | August 3, 2020 to September 16, 2020 |
| • Pre-bid conference | Tuesday, August 11, 2020 at 10:00 AM |
| • Contractor Contact Form Due | Friday, August 14, 2020 at 5:00 PM |
| • Deadline for questions | Friday, August 21, 2020 at 5:00 PM |
| • Respond to questions | Friday, August 28, 2020 |
| • Bid opening | Wednesday, September 16, 2020 4:00 PM |
| • VSD Board consideration of award | Tuesday, September 22, 2020 |
| • Notice of Award of Contract | Wednesday, September 23, 2020 |
| • Notice to Proceed | October 2020 (estimated) |

1. **CONTRACT TIME / PROJECT SCHEDULE**. The bid opening date has been revised to read as follows:

B. **Bid Opening**: The bids will be received until **4:00 PM on Wednesday, September 16, 2020** as listed above. At that time, they will be opened and publicly read aloud.

Revision #2 – Replace the Section 4.4.4 OPERATIONAL TESTS on page 84 of the Request for Bids with the following:

4.4.4 SANITARY SEWER SYSTEM TESTING. Prior to reinstatement of all live service laterals, the Contractor shall perform leakage testing on the liner in accordance with ASTM F1216 and per these Special Provisions. If liner requires repair, testing shall be performed after repair is complete.

4.4.4.1 GENERAL

- A. The Contractor shall furnish all labor, materials, tools, and equipment necessary to perform acceptance testing for completed sewer pipelines and manholes.
- B. The Contractor shall notify the Inspector at least one (1) business day prior to any testing work. All final testing of sewer lines shall be done in the presence of the Inspector.
- C. The Contractor shall complete testing of sewer piping and manholes as required in this Section prior to performing post installation television inspection.
- D. If deficiencies are identified during testing, the Contractor shall re-test after the deficiencies have been corrected.

4.4.4.2 LEAKAGE TESTING FOR GRAVITY SEWER PIPELINES

- A. All gravity lines shall be tested with air as the test medium, unless otherwise approved by the District.
- B. The Contractor shall test the air tightness of all rehabilitated gravity sanitary sewer pipelines. Testing shall be performed in the presence and under the direction of the District or its appointed Representative.
- C. The pipeline shall be thoroughly cleaned prior to testing.
- D. Air testing sewer mains, particularly larger diameter mains, can be very dangerous due to the very large forces developed. The Contractor shall be fully responsible and take all precautions necessary to ensure the safety of their workers. All plugs shall be adequately braced and restrained to support the full load developed. No workers shall be allowed in the excavation or manhole while the line is under pressure. The Contractor shall make provisions for reading the pressure at the ground surface and for safely releasing the air pressure without entering the manhole or excavation.
- E. The following procedure shall be used for air testing:
 - 1. Plug all pipe outlets with suitable test plugs. Brace each plug securely.
 - 2. If the pipe to be tested is submerged in groundwater, insert a pipe probe by boring or jetting into the backfill material adjacent to the center of the pipe, and determine the pressure in the probe when air passes slowly through it. This is the backpressure due to groundwater submergence over the end of the probe. All gauge pressures in the test shall be increased by this amount.
 - 3. Add air slowly to the portion of the pipe being tested until the internal pressure is raised to 4.0 psig.
 - 4. Check exposed pipe and plugs for abnormal leakage by coating with a soap solution. If any leakage is observed, bleed off air and make necessary repairs.
 - 5. After an internal pressure of 4.0 psig is obtained, allow at least two (2) minutes for air temperature to stabilize, adding only the amount of air required to maintain pressure. After two (2) minute period, disconnect the air supply.

6. Begin the test period. In no case shall the air pressure within the line be less than four (4) pounds per square inch at the beginning of the test period.

7. Main Sewers:

a. If the pressure drop during the required test period equal to or less than 1 psi (6.9 kPa), the line has passed. If the pressure drop is greater than 1 psi (6.9 kPa) during the test time, the line has failed the test. Side Sewers: If the pressure remains constant during the test period, the line has passed. If the pressure drops during the test time, the line has failed the test.

b. The required test time shall be based on the diameter and length of pipe to be tested and in accordance with the following, or 10 minutes, whichever is greater:

Minimum Test Time for Various Sewer Main Pipe Sizes	
Nominal Pipe Size (inches)	Test Time (min/100 ft)
6	0.7
8	1.2
10	1.5
12	1.8
15	2.1
18	2.4
21	3.0
24	3.6
27	4.2
30	4.8
33	5.4
36	6.0
39	6.6
42	7.3
48	8.5

c. At the District's option, one half of the test time specified above may be used with a maximum pressure drop of 0.5 psi (3.45kPa), but in no case will a test time of less than 10 minutes be allowed.

8. Side Sewers: Side sewers shall be tested for a minimum period of ten (10) minutes. If the pressure remains constant during the test period, the line has passed. If the pressure drops during the test time, the line has failed the test.

F. Hydrostatic testing of gravity pipelines may be performed in lieu of air testing if approved by the District, testing shall be in accordance with the following procedures:

1. After installation of new sewer pipeline it shall be thoroughly cleaned prior to pressure testing. A section of sewer shall be prepared for testing between two structures by plugging the inlet side of the discharge manhole and all openings in the upstream manhole except the discharge opening. All plugs shall be properly braced against the manhole wall to withstand the forces of the test in order to prevent loss in the event of a failure.

2. The section of the piping shall be tested by filling it with water to an elevation ten (10) feet above the top of pipe at the upstream end of the test section, or ten (10) feet above the existing groundwater elevation, whichever is greater. If the water level is maintained for a minimum of fifteen (15) minutes, the line has passed.
- G. When leakage exceeds the amount allowed by the specifications, the Contractor shall locate the leaks, submit a repair procedure for the District review, make the necessary repairs, and re-test the segment at no additional cost to the District.

4.4.4.3 LEAKAGE TESTING FOR GRAVITY CURED-IN-PLACE PIPE (CIPP)

- A. New CIPP shall be tested for leakage using the air test method described above.
- B. Time for a one (1) psi pressure drop shall be at least ten (10) minutes or as approved by the District or its appointed delegate.
- C. The Contract may substitute a hydrostatic test in lieu of the exfiltration test if approved by the District or its appointed Representative.
1. Contractor shall perform the hydrostatic test as specified in ASTM F1216.
 2. The allowable water exfiltration shall not exceed the limits stated in ASTM F1216 for the pipe to be accepted as watertight.
- D. If the lined pipe segment does not meet the requirements of the exfiltration test, the Contractor shall repair or replace and retest the lined pipe segment so that it meets the requirements at no additional cost to the District.
- E. The District may reschedule any testing tasks when needed if they determine that the conditions are not safe due to weather and/or any other factors.

4.4.4.4 TESTING OF MANHOLES

- A. All new manholes or rehabilitated manholes shall be vacuum tested by the Contractor for leakage after installation and prior to backfilling.
- B. Prior to vacuum testing, all manholes shall be visually inspected. All defects shall be repaired by the Contractor, with grout, to the satisfaction of the District or the District's Representative.
- C. All pipes entering the manhole shall be sealed at a point outside the manhole walls so as to include testing of the pipe/manhole joints.
- D. A vacuum of ten (10) inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test hood closed and the vacuum pump shut off. The manhole shall be deemed to have passed the test if the vacuum drop is less than one (1) inch of mercury during the required test period. The minimum duration of the test period shall be based on the inside diameter of the manhole and shall conform to the following table:

Vacuum Test Time for Manholes	
Manhole Inside Diameter (inches)	Test Time (seconds)
48	60
60	75
72	90

4.4.4.5 RE-TESTING. If the manhole does not pass the vacuum testing, then the contractor shall either replace the manhole or make the necessary repairs and re-test at no additional cost to the District.

Revision #3 – In reference to Page 121 Section ADD 500-5.5.9 Maintaining Service of the project bid package and specifications, the District will allow the contractor to line through multiple manholes at a time for this project. However, the contractor must be mindful of the number of sewer service interruptions and the maximum time allowed that sewer service can be interrupted in each section of sewer main.

Approved by:



Ron Buchwald, PE

Engineering Services Manager

The bid submitted must be in accordance with this notice. Acknowledge receipt of this notice by signing the Certification on this notice and attach it to the Bid. All attachments hereto that is necessary for completing the Bid must be included with the Bid. Failure to acknowledge this notice may result in rejection of the Bid.

By:


Whitney Schulte, Contracting & Attesting Officer

Company:

Insituform Technologies, LLC

Date:

September 9, 2020

END ADDENDUM #2

BID PROPOSAL FORM

Valley Sanitary District
45-500 Van Buren Street
Indio, California 92201

Bidders:

The undersigned hereby proposes to perform all work for which a contract may be awarded him/her and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, water and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the work as set forth in the documents entitled:

Indio Boulevard Trunk Sewer Rehabilitation

Together with appurtenances thereto, all as set forth in the Specifications and other Contract Documents; and he/she further proposes and agrees that, if this Bid is accepted, he/she will contract in the form and manner stipulated to perform all the work called for by Specifications, and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he/she will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; and all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents.
2. The undersigned has by investigation of the site of the Work and otherwise satisfied himself/herself as to the nature and location of the Work and has fully informed him/her as to all conditions and matters which can in any way affect the Work or the cost thereof.
3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Bid and he/she further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Bid.
4. The undersigned will execute the Contract Agreement and furnish the required proof of insurance coverage within ten (10) business days after the date of Notice of Award to him/her of acceptance of his/her Bid by the Owner.
5. The undersigned Bidder further agrees that if he/she shall fail to complete the Work within the Contract Time and any authorized extension thereof, he/she shall pay liquidated damages as defined in the Notice Inviting Bids to the Owner for each calendar day of unauthorized delay in completion of the Work until the Work is completed, unless another amount is agreed to and stated in the Contract Agreement.
6. The undersigned hereby certifies that this proposal is genuine and not a sham or collusive or made in the interest or in behalf of any persons not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham Bid, or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder.
7. In conformance with current statutory requirements of Section 1861, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his/her certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's

compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the Work of this Contract.

- 8. In compliance with the provisions of Sections 4100-4114 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned Bidder has set forth below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the Contract Work to be performed under the Contract Documents in which this Bid is responsive, and where the portion of the Work which will be done by each Subcontractor for each subcontract is in excess of one-half of one percent (0.5%) of the Total Base Bid. The undersigned Bidder understands that if he/she fails to specify a Subcontractor for any portion of the Work, or specifies more than one subcontractor for the same portion of work, he/she shall be deemed to have agreed to perform such portion himself/herself and that he/she shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding is reduced to writing as a public record of the Owner setting forth the facts constituting the emergency or necessity. It is further understood and agreed that the aggregate total of all subcontracts shall not exceed forty-five percent (45%) of the total contract price in accordance with the provisions of Instructions to Bidders and or General Conditions.
- 9. The undersigned hereby states that he/she has * previously performed work subject to the provisions of the President's Executive Order No. 11246 relative to nondiscrimination in employment.

* The Bidder shall insert "has" or "has not", as applicable in the above statement.

- 10. Receipt is hereby acknowledged of addenda number(s) #1 8/27/20 #2 9/9/20 through _____.

11. 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 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, California 95826.

12. The undersigned is registered with the Department of Industrial Relations to perform public work and is licensed in accordance with the Laws of the State of California:

License Number: 758411 Class A; Registration Number 1000009689.

13. If the bidder is a corporation, partnership, or joint venture, the undersigned certifies that he/she is entitled to execute and submit this Bid Proposal on behalf of bidder.

(Signatures continued on next page)

NOW: In compliance with all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire Work for the prices set forth in the attached Schedule(s) upon which Award of Contract is made. The undersigned also hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

13-3032158
Social Security Number or Federal Identification Number

Insituform Technologies, LLC
Signature of Individual or Corporate Name

BY: Whitney Schulte
Corporate Officer (if applicable)
Whitney Schulte, Contracting & Attesting Officer

Notice of acceptance should be mailed, faxed, or delivered to the following:

Whitney Schulte
(Name)

By: Contracting & Attesting Officer
(Title)

17988 Edison Avenue
(Business Address)

Chesterfield, MO 63005
(City and State)

Date: September 10, 2020

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

**BID PROPOSAL CERTIFICATE
(Partnership)**

STATE OF CALIFORNIA)
) SS: N/A
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____
_____ a partnership existing under the laws of the State of _____
_____ held on _____, 20____, the following resolution was duly passed and
adopted:

"RESOLVED, that _____, as
_____ General Partner of this Partnership, be and is hereby authorized
to execute the Bid dated _____, 20____, to the Valley Sanitary District by this
Partnership and that his/her execution thereof, attested by the General Partner shall be the official
act and deed of this Partnership."

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

General Partner

(SEAL)

**BID PROPOSAL CERTIFICATE
(Joint Venture)**

STATE OF CALIFORNIA)
)
COUNTY OF) SS: N/A

I HEREBY CERTIFY that a meeting of the Principals of the _____

_____ a joint venture
existing under the laws of the State of _____, held on _____, 20____, the following
resolution was duly passed and adopted:

"RESOLVED, that _____, as
the Joint Venture, be and is hereby authorized to execute the Agreement dated _____, 20____, by
and between this Joint Venture and Valley Sanitary District and that his/her execution thereof,
attested by the _____ shall be the official act and deed of this Joint
Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20____.

Managing Partner

(SEAL)

PROPOSAL BID SHEET

INDIO BOULEVARD TRUNK SEWER REHABILITATION

BASE BID

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization/Demobilization (Section 7-3.4)	\$ 8,775.00	\$ 8,775.00
			EIGHT THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS PER LS		
2.	1	LS	Traffic Control (Section 601)	\$ 2,500.00	\$ 2,500.00
			TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS PER LS		
3.	1	LS	Temporary Sewer Bypass (Section 3-12.5)	\$ 10,600.00	\$ 10,600.00
			TEN THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS PER LS		
4.	839	LF	Clean, Furnish and Install 15-inch CIPP pipeline complete and in place in accordance with the project plans and specifications (Section 500)	\$ 66.00	\$ 55,374.00
			SIXTY SIX DOLLARS AND ZERO CENTS PER LF		
5.	790	LF	Clean, Furnish and Install 18-inch CIPP pipeline complete and in place in accordance with the project plans and specifications (Section 500)	\$ 70.00	\$ 55,300.00
			SEVENTY DOLLARS AND ZERO CENTS PER LF		
6.	626	LF	Clean, Furnish and Install 24-inch CIPP pipeline complete and in place in accordance with the project plans and specifications (Section 500)	\$ 106.00	\$ 66,356.00
			ONE HUNDRED SIX DOLLARS AND ZERO CENTS PER LF		
7.	7	EA	Reinstate Sewer Service Lateral Connection (Section 500-8)	\$ 315.00	\$ 2,205.00
			THREE HUNDRED FIFTEEN DOLLARS AND ZERO CENTS PER EA		
8.	2	EA	Rehabilitate Sewer Manholes (Section 502)	\$ 3,415.00	\$ 6,830.00
			THREE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS AND ZERO CENTS PER EA		

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
9.	7	EA	Service Lateral Connection Sealing ("Cosmic Top Hat" or Approved Equal) (Section 501-5.2) (Revocable)	\$4,649.00	\$32,543.00
			FOUR THOUSAND SIX HUNDRED FORTY NINE DOLLARS AND ZERO CENTS PER EA		

Items noted as "Revocable" may be deleted entirely or in part at the sole discretion of the District. The District reserves the right to not award, increase or decrease the quantity (by any percent change of the quantity) of any of the bid items without change to the bid unit price.

Total Bid Price (Enter Here)

TWO HUNDRED FORTY THOUSAND FOUR HUNDRED EIGHTY THREE DOLLARS AND ZERO CENTS
Words

\$ 240,483.00
Figures

Signed Whitney Schulte
Bidder Whitney Schulte, Contracting & Attesting Officer

LIST OF SUBCONTRACTORS FORM

The Bidder is required to furnish the following information in accordance with the provisions of the California Subletting and Subcontracting Fair Practices Act, contained in Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California and any amendments thereto, for each subcontractor performing more than one-half of one percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. The Contractor shall list only one subcontractor for each such portion of Work as is defined by the Contractor in his/her Bid. Contractor shall not substitute any person as subcontractor in the place of a subcontractor listed below, except as provided in the General Conditions.

The Bidder understands that if he/she fails to specify a subcontractor for any portion of the Work to be performed under the Contract, or specifies more than one subcontractor for the same portion of the Work, he/she shall be deemed to have agreed that he/she is fully qualified to perform that portion himself/herself and that he/she shall not be permitted to sublet or subcontract that portion of the Work, except as provided in the General Conditions.

Name Under Which Subcontractor is Licensed	License Number and DIR Number*	Address and Telephone Number	Specific Description of Subcontract and Percent of Total Base Bid
Pipe Tec, Inc.	A-987784	5103 Elton Street Baldwin Park, CA 91706	Clean & CCTV Pipeline
National Coatings & Linings	C-33 886430	26713 Madison Ave. Murrieta, CA 92562	Manhole Rehab
Robotic Sewer Solutions	A-968766	2722 Foothill Blvd. La Crescenta, CA 91214	Top Hats

*DIR Number is the subcontractor's registration number with the Department of Industrial Relations to perform public work. Failure to include the DIR number may render the bid non-responsive.

CONTRACTOR'S LICENSING STATEMENT FORM

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors: License Number 758411 Class A Expiration Date 7/31/2021

DIR Registration Number 1000009689

Name of Contractor's Firm Insituform Technologies, LLC

Business Address and Telephone Number 17988 Edison Avenue, Chesterfield, MO 63005 636-530-8000

Name of Individual Owner (Print or Type): N/A

Signature of Owner

Said Owner swears under penalty of perjury under the laws of the State of California that the information provided is true and correct.

The following Partners swear under penalty of perjury under the laws of the State of California that the information is true and correct

Signature, title, and address of members signing on behalf of the partnership:

Name N/A Title

Address

Name Title

Address

Name Title

Address

The following Officers swear under penalty of perjury under the laws of the State of California that the information is true and correct.

Corporation organized under the laws of the State of Delaware

Limited liability company

(Place Seal Here)

Signature of President of Corporation Whitney Schulte, Contracting & Attesting Officer N/A Signature of Secretary of Corporation

For Owner, Partner(s) or Corporation Officers:

This Contractor's Licensing Statement Form is executed at Chesterfield, MO, ~~California~~,
Location

on September 10, 2020
Date

CONTRACTOR'S EXPERIENCE STATEMENT FORM

The following outline is a record of the undersigned Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. The Bidder shall have a minimum of five (5) years of experience installing CIPP liners in pipe of a similar size, length and configuration as contained in this project. The superintendent, the foreman and the lead crew personnel for the CCTV inspection, resin wet-out, the CIPP liner installation and the robotic service reconnection operator must have demonstrated competency and experience to perform the scope of work contained in this contract. The Bidder shall include in his/her outline the number, size, types and final costs of all similar type projects constructed in the past five (5) years. The Bidder shall also provide the name, work resume, and qualifications for the individual who will be the job superintendent during the performance of this Contract. The Bidder shall not reassign the designated superintendent without prior approval of the Owner. The Installer shall be adequately trained in the maintenance and operation of the required installation equipment, as certified by the lining manufacturer. The Bidder shall also provide a letter from the manufacture of the lining system, verifying the certification of the installer; this letter is also required to be on-site during installation. Additional numbered pages outlining this portion of the Bid may be attached to this Bid.

_____ Please see attached closed project list, Superintendent resume, and Installer and
_____ manufacturer certifications.

BID SECURITY FORM

N/A. Bidder' Bond attached
(Check to accompany Bid)

(Note: The following form shall be used in case check accompanies bid)

Accompanying this proposal is a *Certified *Cashier's check payable to the order of Valley Sanitary District, hereinafter referred to as "Owner," for _____ Dollars (\$_____), this amount being ten percent (10%) of the total amount of the Bid. The proceeds of this check shall become the property of said Owner provided this proposal shall be accepted by the said Owner through action of its legally constituted contracting authorities and the undersigned shall fail to execute a Contract and furnish the required Performance and Payment Bonds and Proof of Insurance Coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his/her Bid within the period of ninety (90) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

Bidder

*Delete the inapplicable word

NOTE: If the Bidder desires to use a bond instead of a check, the Bid Bond Form on the following pages shall be executed - the sum of this bond shall be not less than ten percent (10%) of the total amount of this Bid.

BI | BOND

KNOW ALL MEN BY THESE PRESENTS,

That Insituform Technologies, LLC as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto Valley Sanitary District, hereinafter called "Owner," in the sum of Ten (10%) of Amount Bid dollars, (not less than 10 percent of the total amount of bid) for the payment of which sum, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the bidding schedule(s) of the Owner's Contract Documents entitled "Indio Boulevard Trunk Sewer Rehabilitation".

NOW THEREFORE, if said Principal is awarded a contract by said Owner and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, and performs in all other respects the agreement created by this bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety stipulates and agrees that the obligation of said Surety shall in no way be impaired or effected by an extension of the time within which the Owner may accept such bid and Surety further waives notice of any such extension. In the event suit is brought upon this bond by said Owner and Owner prevails, said Principal and Surety shall pay all costs incurred by said Owner in such suit, including reasonable attorney's fees and costs to be fixed by the court.

SIGNED AND SEALED, this day of September 10, _____, of 2020

Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005

(SEAL) Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

(Principal)

(Surety)

By: Whittney Schulte
(Signature)

By: Andrew P. Thome
(Signature)

Whittney Schulte, Contracting & Attesting Officer

Andrew P. Thome, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**State of Missouri
County of St. Louis**

On 9/10/2020, before me, a Notary Public in and for said County and State, residing herein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-In-Fact of

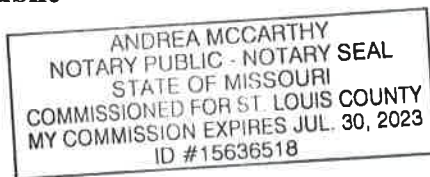
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Andrea McCarthy

Andrea McCarthy, Notary Public



My Commission Expires: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

Missouri
State of ~~California~~

County of St. Louis

On September 10, 2020 before me, Andrea McCarthy, Notary Public
(Here insert name and title of the officer)

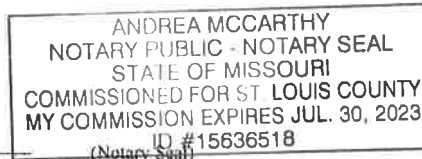
personally appeared Andrew P. Thome, Attorney-in-Fact

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 of Notary Public Andrea McCarthy, Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 9/10/2020

Travelers Casualty and Surety Company of America

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine 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 remains in full force and effect.

Dated this 10 day of September, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

NON-COLLUSION AFFIDAVIT

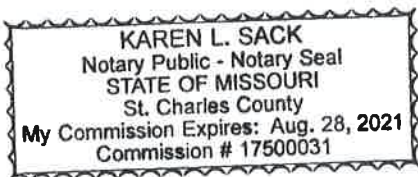
State of ~~California~~)
Missouri) ss.
County of Saint Louis)

Whittney Schulte being first duly sworn, deposes and says that he or 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 a conference with anyone to fix the bid price of the bidder or of 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.

Signed *Whittney Schulte*
Title: Whittney Schulte, Contracting & Attesting Officer

Subscribed and sworn to before me this 10 day of September, 20 20

Seal of Notary



Karen L. Sack
Notary Public

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:


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.

September 10, 2020
Date

Insituform Technologies, LLC
Contractor

By:

Signature
Whittney Schulte, Contracting & Attesting Officer
Title

ATTEST:
By: 
Signature
Contracting & Attesting Officer
Title

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ ^{xxxxxxx} Missouri

County of St. Louis

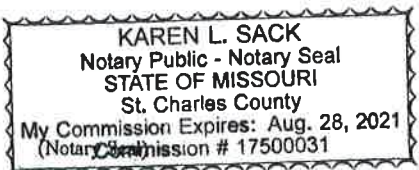
On Sept 10, 2020 before me, Karen Sack, Notary Public
(Here Insert name and title of the officer)

personally appeared Whitney Schulte, Contracting & Attesting Officer

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.
Karen L. Sack
 Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he /she/they; is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
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 - Securely attach this document to the signed document

INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Gina Gurrieri, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 6, 2020



Ralph E. Western
President



Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005
Tel: 636.530.8000
Fax: 636.530.8744
www.insituform.com

February 6, 2020

RE: Installer Certification

To Whom It May Concern:

Please be advised that Insituform Technologies, LLC is vertically integrated pipeline Rehabilitation Company. As such, Insituform is not only the manufacturer of the cured-in-place pipeline rehabilitation system of the same name, but also offers the benefits of the full research and development department, engineers on staff for design of products to suit each individual situation, and regional contracting offices that perform all field services including installation.

This letter shall serve to certify that Insituform Technologies, LLC is authorized to install Insituform products supplied by Insituform Technologies, LLC.

Sincerely,

INSITUFORM TECHNOLOGIES, LLC

**Eugene
Zaltsman**

Digitally signed
by Eugene
Zaltsman
Date: 2020.02.06
07:53:26 -06'00'

Eugene Zaltsman
Sr. Applications Engineer

CERTIFICATE OF COMPLIANCE

January 24, 2020

To Whom it May Concern:

This letter certifies that Insituform tubes are manufactured in Batesville, Mississippi, USA, by Insituform Technologies, LLC and meet all relevant specifications for a cured-in-place pipe product: ASTM D 5813, ASTM F 1216, and ASTM F 1743. Insituform tubes have been manufactured in the USA since 1981.

The finished tube is manufactured using multiple layers of polyester felt, with one layer coated with Polypropylene plastic. The layers are cut/slit to the desired width and sewn concentrically to form the final tube. The coated layer is also sealed at the seam, using an extrusion or taping process. The extrusion process is used on the standard (inverted) tubes, and the taping process is used on the pull-in tubes (also known as ILS or iPlus Infusion). The standard (inverted) tubes are manufactured with the coated layer on the outside, and the pull-in tubes are manufactured with the coated layer on the inside. After wet out, the pull-in tubes are placed in a plastic wrap to contain the resin.

Felt production is achieved by a non-woven needle punch process using Polyester fiber. The finished product is tested for thickness under a specified load and for tensile strength in accordance with ASTM D 58 I 3. The fabric tube has a minimum tensile strength of 750 psi (5 MPa) in both the longitudinal and the transverse direction. The seam strength of the tube is also tested on a regular basis and also meets or exceeds the minimum tensile strength of 750 psi (5 MPa) in both longitudinal and transverse direction. For Quality Assurance purposes, the material is also tested for weight and thickness.

All standard (inverted) tubes are run through a dye bath prior to shipment to ensure there are no leaks. Following the inspection process all tubes (except InsituMain, which are used in water lines) are printed with yard marks.

All tubes with tapers, transitions, or any change in tube diameter or thickness are produced under the same specifications, with the same materials, and meet the same material testing requirements as the standard tube.

The quality system used by Insituform Technologies, LLC is ISO 9001:2015 certified.

The end use of the Insituform tube is to rehabilitate sewer and drainage pipes to increase the life of the pipe and prevent a dig and replacement of a pipe.

Please contact us directly with any questions you may have.

Sincerely,

INSITUFORM TECHNOLOGIES, LLC



Eugene Zaltsman
Sr. Applications Engineer

Contract Qualification Closed Projects (2013 - Present) - Parameter Summary

Proprietary Property and Trade Secret of Algopak, Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited.

Month Ending Date	08-25-2020
Reporting Entity	
JDE Company Code	00200;00190
Region	
Owner State	
Project Material Family	
Project Manager	
Project Number	
Role	
Project Manager	
Value Range	Start End
Project Value (\$)	
Bid Proposal Date	
Project Closed Date	01-02-2015
Diameter	
Linear Feet	

Contract Qualification Closed Projects (2013 - Present) - Summary

	AIS	COM	ILS	PPL	RPP	SIT	STD	Total	SR's (taps)
6	15,855		72,693					88,548	7,690
8	204,669		104,001					308,670	
10	28,874		5,608					34,482	
12	32,017	129	5,716			2,138		40,000	
14	3,798							3,798	
15	6,571		1,425				501	8,497	
16	526					385		911	
18	11,143						1,910	13,053	
20	1,274			95		481		1,850	
21	6,025						530	6,555	
24	13,079					10,979	3,706	27,764	
27	4,305	671					426	5,402	
30	11,858				731	4,705	170	17,464	
33	373						2,978	3,351	
36	5,153				8,587	1,390		15,130	
39	7,967							7,967	
42	4,815							4,815	
45	2,140							2,140	
48	5,662						4,527	10,189	
54	380						78	458	
60	497						75	572	
63							1,210	1,210	
66							7,572	7,572	
72	497							497	
Total	367,478	800	189,443	95	9,318	20,078	23,683	610,895	

Contract Qualification Closed Projects (2013 - Present) - Detail

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																				
19077201	Sub	SACRAMENTO AREA SWR DIST(SASD) FRUITRIDGE RD TRUNK LINING PRJ	JC	\$116,086.35																																					
Project Manager																																									
Gann, Richard		Bid Date: 03-12-2015 Project Close Date: 07-09-2015																																							
Customer																																									
		Owner																																							
		Sacramento Area Sewer District- Sacramento, CA-Public Works																																							
		9660 Ecology Lane Sacramento Sacramento CA 95851																																							
		+1 916 8756470																																							
<table border="1"> <thead> <tr> <th colspan="2"></th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td></td> <td>24</td> <td>1,159</td> <td>1,159</td> <td>0</td> </tr> <tr> <td>Total</td> <td></td> <td>1,159</td> <td>1,159</td> <td></td> </tr> </tbody> </table>								AIS	Total	SR's		24	1,159	1,159	0	Total		1,159	1,159																						
		AIS	Total	SR's																																					
	24	1,159	1,159	0																																					
Total		1,159	1,159																																						
JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																				
19077202	Prime	SACRAMENTO AREA SWR DIST(SASD) PO#81175782 - RELEASE 02	JC	\$271,524.30																																					
Project Manager																																									
Rizo, Roberto J		Bid Date: 12-30-2015 Project Close Date: 03-30-2016																																							
Customer																																									
		Owner																																							
		Sacramento Area Sewer District- Sacramento, CA-Public Works																																							
		9660 Ecology Lane Sacramento Sacramento CA 95851																																							
		+1 916 8756470																																							
<table border="1"> <thead> <tr> <th colspan="2"></th> <th>AIS</th> <th>ILS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td></td> <td>6</td> <td></td> <td>3,199</td> <td>3,199</td> <td>73</td> </tr> <tr> <td></td> <td>8</td> <td></td> <td>555</td> <td>555</td> <td></td> </tr> <tr> <td></td> <td>10</td> <td>479</td> <td></td> <td>479</td> <td></td> </tr> <tr> <td></td> <td>12</td> <td>666</td> <td></td> <td>666</td> <td></td> </tr> <tr> <td>Total</td> <td></td> <td>1,145</td> <td>3,754</td> <td>4,899</td> <td></td> </tr> </tbody> </table>								AIS	ILS	Total	SR's		6		3,199	3,199	73		8		555	555			10	479		479			12	666		666		Total		1,145	3,754	4,899	
		AIS	ILS	Total	SR's																																				
	6		3,199	3,199	73																																				
	8		555	555																																					
	10	479		479																																					
	12	666		666																																					
Total		1,145	3,754	4,899																																					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount		
190775	Prime	NEVADA IRRIGATION DIS,M2013-03 GODWIN SIPHON REHAB PROJECT	JC	\$123,700.00			
Project Manager		Bid Date	Project Close Date	STD	Total	SR's	
Boyer, William Spencer		05-16-2013	05-06-2015	18	1,390	1,390	0
Customer		Owner		Total	1,390	1,390	
Nevada Irrigation District		Nevada Irrigation District					
1036 W Main Street		1036 W Main Street					
Nevada		Nevada					
Grass Valley CA 95945		Grass Valley CA 95945					
+1 530 2716801		+1 530 2716801					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount		
190783	Prime	NAPA SANITATION DIST-CIP 14702 N. NAPA CIPP LINING PROJECT	JC	\$527,053.00			
Project Manager		Bid Date	Project Close Date	AIS	Total	SR's	
Gann, Richard		08-19-2014	02-26-2015	6	990	990	15
Customer		Owner		14	3,488	3,488	
Napa Sanitation District-Napa, CA, Hartle		Napa Sanitation District-Napa, CA, Hartle		18	4,638	4,638	
935 Hartle Court		935 Hartle Court		Total	9,116	9,116	
Napa		Napa					
Napa CA 94558		Napa CA 94558					
+1 707 2586000		+1 707 2586000					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount		
190785	Prime	CARSON CITY PRJ#1415-018 PLEASANT DR. SEWER REHAB	JC	\$109,432.00			
Project Manager		Bid Date	Project Close Date	AIS	Total	SR's	
Chalk, Todd S		09-11-2014	01-30-2015	8	1,035	1,035	10
Customer		Owner		Total	1,035	1,035	
City of Carson City, NV-Butt Way		City of Carson City, NV-Butt Way					
3505 Butt Way		3505 Butt Way					
Carson City		Carson City					
Carson City NV 89701		Carson City NV 89701					
+1 775 8872355		+1 775 8872355					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190786	Prime	MAGGIORA & GHILOTTI, INC. MAGNOLIA TRUNK LINE #7620	JC	\$186,475.80	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	
Gann, Richard	08-11-2014	05-01-2015	8	477	477	3

Customer	Owner	AIS	Total
Ross Valley Sanitar-San Rafael, CA- District #1	Ross Valley Sanitar-San Rafael, CA- District #1	12	555
2960 Kerner Boulevard Marin San Rafael CA 94901	2960 Kerner Boulevard Marin San Rafael CA 94901	18	404
		21	522
		24	125
		Total	2,083

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190787	Sub	SNL GROUP, INC. -REDDING, CA CITY OF REDDING-SOUTH ST. PRJT	JC	\$98,987.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	
Gann, Richard	10-20-2014	04-07-2015	8	1,691	1,691	29

Customer	Owner	AIS	Total
SNL Group	City of Redding, CA	10	1,589
		Total	3,280

Customer	Owner	AIS	Total
Unknown Shasta Redding CA 96001	20055 Viking Way, Bldg 3 20055 Viking Way Building 3 Bldg 3 Shasta Redding CA 96003	8	1,691
+1 555 5551212	+1 530 2246069	Total	3,280

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																								
190788	Prime	MYERS & SONS CONST., LP HEADWORKS PUMP #144412	JC	\$163,590.00																									
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Gann, Richard</td> <td>02-06-2015</td> <td>03-04-2015</td> <td>54</td> <td>380</td> <td>0</td> </tr> <tr> <td colspan="3">Total</td> <td>380</td> <td>380</td> <td></td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Gann, Richard	02-06-2015	03-04-2015	54	380	0	Total			380	380							
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																								
Gann, Richard	02-06-2015	03-04-2015	54	380	0																								
Total			380	380																									
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Customer	Owner																												
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+1 707 6448949	+1 707 6448949																												
JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																								
190789	Prime	WASHOE CO., NV -LEMMON VALLEY PWP-WA-2015-036 LEMMON VALLEY	JC	\$483,268.50																									
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Ganesan, Sethuraman</td> <td>01-13-2015</td> <td>05-21-2015</td> <td>8</td> <td>4,828</td> <td>82</td> </tr> <tr> <td colspan="3">Total</td> <td>10</td> <td>8,086</td> <td></td> </tr> <tr> <td colspan="3">Total</td> <td>12,914</td> <td>12,914</td> <td></td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Ganesan, Sethuraman	01-13-2015	05-21-2015	8	4,828	82	Total			10	8,086		Total			12,914	12,914	
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																								
Ganesan, Sethuraman	01-13-2015	05-21-2015	8	4,828	82																								
Total			10	8,086																									
Total			12,914	12,914																									
<table border="1"> <thead> <tr> <th>Customer</th> <th>Owner</th> </tr> </thead> <tbody> <tr> <td>Washoe County Community Services Department - Water Resources</td> <td>Washoe County Community Services Department - Water Resources</td> </tr> <tr> <td>4930 Energy Way P.O. Box 11130 Washoe Reno NV 89502</td> <td>4930 Energy Way P.O. Box 11130 Washoe Reno NV 89502</td> </tr> <tr> <td>+1 775 3282040</td> <td>+1 775 3282040</td> </tr> </tbody> </table>						Customer	Owner	Washoe County Community Services Department - Water Resources	Washoe County Community Services Department - Water Resources	4930 Energy Way P.O. Box 11130 Washoe Reno NV 89502	4930 Energy Way P.O. Box 11130 Washoe Reno NV 89502	+1 775 3282040	+1 775 3282040																
Customer	Owner																												
Washoe County Community Services Department - Water Resources	Washoe County Community Services Department - Water Resources																												
4930 Energy Way P.O. Box 11130 Washoe Reno NV 89502	4930 Energy Way P.O. Box 11130 Washoe Reno NV 89502																												
+1 775 3282040	+1 775 3282040																												

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount			
190790	Prime	SACRAMENTO COUNTY - No. 4267 ROOT MITIGATION- PRJT. 2	JC	\$924,225.60				
Project Manager		Bid Date	Project Close Date					
Gann, Richard		02-05-2015	10-21-2015					
Customer		Owner						
Sacramento Area Sewer District- Sacramento, CA-Public Works		Sacramento Area Sewer District- Sacramento, CA-Public Works						
9660 Ecology Lane		9660 Ecology Lane						
Sacramento CA 95851		Sacramento CA 95851						
+1 916 8756470		+1 916 8756470						
				AIS	ILS	Total	SR's	
				6	7,403	12,050	19,453	354
Total				7,403	12,050	19,453		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount		
190791	Sub	HAL HAYS CONSTRUCTION, INC. DB REPAIR WASTEWATER SYSTEM	JC	\$519,909.75			
Project Manager		Bid Date	Project Close Date				
Gann, Richard		09-16-2014	11-06-2015				
Customer		Owner					
US Air Force - Beale AFB.		US Air Force - Beale AFB, CA					
Beale AFB		6451 B street Build #2541					
Yuba		Yuba					
Beale AFB CA 95903		Beale AFB CA 95903					
+1 530 6343000		+1 530 6342709					
				AIS	Total	SR's	
				6	196	196	69
				8	5,166	5,166	
				10	313	313	
				15	450	450	
				18	500	500	
				21	1,135	1,135	
				24	215	215	
Total				7,975	7,975		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount		
190792	Prime	SANTA ROSA CA,CT#C01812,ROBLES ROBLES TRUNK SEW LINING,WALKER	JC	\$1,582,326.20			
Project Manager		Bid Date	Project Close Date				
Gann, Richard		05-12-2015	10-09-2015				
Customer		Owner					
City of Santa Rosa, CA		City of Santa Rosa, CA					
69 Stony Circle		69 Stony Circle					
Sonoma		Sonoma					
Santa Rosa CA 95401-9506		Santa Rosa CA 95401-9506					
+1 707 5433930		+1 707 5433930					
				AIS	Total	SR's	
				39	350	350	0
				45	640	640	
				48	1,646	1,646	
Total				2,636	2,636		

JDE Job Number	190793	Role	Prime	Project Description	MINIK CREEK H.O.A - COLFAX, CA CULVERT CIPP REHAB	Project Status	JC	Contract Value	\$203,060.00	Final Contract Amount
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Project Manager	Gann, Richard	Bid Date	04-16-2015	Project Close Date	10-09-2015	<table border="1"> <tr> <td>AIS</td> <td>Total</td> <td>SR's</td> </tr> <tr> <td>42</td> <td>631</td> <td>631</td> </tr> <tr> <td>Total</td> <td>631</td> <td>631</td> </tr> </table>		AIS	Total	SR's	42	631	631	Total	631	631	0
AIS	Total	SR's															
42	631	631															
Total	631	631															

Customer	FREI Realty	Owner	8340 Auburn Blvd., Ste. 100 Sacramento Citrus Heights CA 95610	+1 916 7228110
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JDE Job Number	190794	Role	Sub	Project Description	JMB CONST - SANTA CLARA, CA CE 13-14-02 TRIMBLE RD. TRUNK	Project Status	JC	Contract Value	\$1,789,468.00	Final Contract Amount
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Project Manager	Gann, Richard	Bid Date	02-11-2015	Project Close Date	09-16-2016	<table border="1"> <tr> <td>AIS</td> <td>STD</td> <td>Total</td> <td>SR's</td> </tr> <tr> <td>8</td> <td>129</td> <td>129</td> <td>129</td> </tr> <tr> <td>12</td> <td>19</td> <td>167</td> <td>19</td> </tr> <tr> <td>24</td> <td></td> <td>1,172</td> <td>167</td> </tr> <tr> <td>33</td> <td></td> <td>4,377</td> <td>4,377</td> </tr> <tr> <td>48</td> <td></td> <td>5,716</td> <td>5,864</td> </tr> <tr> <td>Total</td> <td>148</td> <td>5,716</td> <td>5,864</td> </tr> </table>		AIS	STD	Total	SR's	8	129	129	129	12	19	167	19	24		1,172	167	33		4,377	4,377	48		5,716	5,864	Total	148	5,716	5,864	0
AIS	STD	Total	SR's																																	
8	129	129	129																																	
12	19	167	19																																	
24		1,172	167																																	
33		4,377	4,377																																	
48		5,716	5,864																																	
Total	148	5,716	5,864																																	

Customer	City of Santa Clara, CA	Owner	1500 Warburton Avenue Santa Clara Santa Clara CA 95050-3792	+1 408 6152200
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JDE Job Number	190795	Role	Prime	Project Description	SAN MATEO, CA - DELAWARE TRUNK CITY PRJT#469987	Project Status	JC	Contract Value	\$1,481,080.00	Final Contract Amount
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Project Manager	Unknown	Bid Date	05-27-2015	Project Close Date	12-04-2015	<table border="1"> <tr> <td>STD</td> <td>Total</td> <td>SR's</td> </tr> <tr> <td>18</td> <td>200</td> <td>200</td> </tr> <tr> <td>21</td> <td>90</td> <td>90</td> </tr> <tr> <td>24</td> <td>1,232</td> <td>1,232</td> </tr> <tr> <td>33</td> <td>1,595</td> <td>1,595</td> </tr> <tr> <td>Total</td> <td>3,117</td> <td>3,117</td> </tr> </table>		STD	Total	SR's	18	200	200	21	90	90	24	1,232	1,232	33	1,595	1,595	Total	3,117	3,117	3
STD	Total	SR's																								
18	200	200																								
21	90	90																								
24	1,232	1,232																								
33	1,595	1,595																								
Total	3,117	3,117																								

Customer	City of San Mateo, CA	Owner	330 W 20th Avenue San Mateo San Mateo CA 94403-1338	+1 650 5227000
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JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190796	Prime	SACRAMENTO COUNTY - No. 4304 ROOT MITIGATION- PRJT. 3	JC	\$1,304,800.80	

Project Manager	Bid Date	Project Close Date	AIS	ILS	Total	SRs
Rizo, Roberto J	01-07-2016	06-24-2016	6	899	24,925	25,814
			8		336	336
			Total	899	25,261	26,150

Customer	Owner					
Sacramento Area Sewer District- Sacramento, CA-Public Works	Sacramento Area Sewer District- Sacramento, CA-Public Works					
9660 Ecology Lane Sacramento Sacramento CA 95851	9660 Ecology Lane Sacramento Sacramento CA 95851					
+1 916 8756470	+1 916 8756470					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190797	Prime	ELKO, NV - 2015 PWR#EL-2015-220 ,SWR SLIP LINE	JC	\$211,470.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SRs
OKeeffe, Brandon S	01-27-2016	05-10-2016	6	334	334
			8	3,252	3,252
			12	378	378
			Total	3,964	3,964

Customer	Owner					
City of Elko, NV	City of Elko, NV					
1751 College Ave. Elko Elko NV 89801	1751 College Ave. Elko Elko NV 89801					
+1 775 7777126	+1 775 7777126					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190798	Sub	CRATUS, INC., HILLSBOROUGH CA RALSTON&PEPPER AVE. HYDRAULIC	JC	\$104,995.60	

Project Manager	Bid Date	Project Close Date	AIS	Total	SRs
Rizo, Roberto J	01-20-2016	07-01-2016	12	1,769	1,769
			Total	1,769	1,769

Customer	Owner					
City of Hillsborough, CA	City of Hillsborough, CA					
1600 Florbunda Avenue San Mateo Hillsborough CA 94010-6418	1600 Florbunda Avenue San Mateo Hillsborough CA 94010-6418					
+1 650 3757400	+1 650 3757400					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																																	
190799	Sub	MAGGIORA & GHILOTTI, INC. MILLER AVE. - MILL VALLEY, CA	JC	\$427,321.00																																																		
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>ILS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Rizo, Roberto J</td> <td>04-21-2016</td> <td>12-08-2017</td> <td>8</td> <td>93</td> <td>1,778</td> <td>1,871</td> </tr> <tr> <td></td> <td></td> <td></td> <td>10</td> <td>1,073</td> <td></td> <td>1,073</td> </tr> <tr> <td></td> <td></td> <td></td> <td>15</td> <td>2,191</td> <td></td> <td>2,191</td> </tr> <tr> <td></td> <td></td> <td></td> <td>18</td> <td>430</td> <td></td> <td>430</td> </tr> <tr> <td></td> <td></td> <td></td> <td>21</td> <td>646</td> <td></td> <td>646</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Total</td> <td>4,433</td> <td>1,778</td> <td>6,211</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	ILS	Total	SR's	Rizo, Roberto J	04-21-2016	12-08-2017	8	93	1,778	1,871				10	1,073		1,073				15	2,191		2,191				18	430		430				21	646		646				Total	4,433	1,778	6,211
Project Manager	Bid Date	Project Close Date	AIS	ILS	Total	SR's																																																
Rizo, Roberto J	04-21-2016	12-08-2017	8	93	1,778	1,871																																																
			10	1,073		1,073																																																
			15	2,191		2,191																																																
			18	430		430																																																
			21	646		646																																																
			Total	4,433	1,778	6,211																																																
<table border="1"> <thead> <tr> <th>Customer</th> <th>Owner</th> </tr> </thead> <tbody> <tr> <td>Maggiora & Ghilotti Inc</td> <td>City of Mill Valley, CA</td> </tr> <tr> <td>555 Du Bois Street</td> <td>26 Corte Madera Avenue # 94941</td> </tr> <tr> <td>Marin</td> <td>Marin</td> </tr> <tr> <td>San Rafael CA 94901-3965</td> <td>Mill Valley CA 94941-1830</td> </tr> <tr> <td>+1 415 45988640</td> <td>+1 415 3884033</td> </tr> </tbody> </table>						Customer	Owner	Maggiora & Ghilotti Inc	City of Mill Valley, CA	555 Du Bois Street	26 Corte Madera Avenue # 94941	Marin	Marin	San Rafael CA 94901-3965	Mill Valley CA 94941-1830	+1 415 45988640	+1 415 3884033																																					
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JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																														
190800	Prime	GRANITE CONST. CO.,ATHERTON CA MARSH RD.CHANNEL RPR,PH56005	JC	\$455,467.00																															
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Rizo, Roberto J</td> <td>06-03-2016</td> <td>08-18-2016</td> <td>8</td> <td>260</td> <td>260</td> </tr> <tr> <td></td> <td></td> <td></td> <td>18</td> <td>550</td> <td>550</td> </tr> <tr> <td></td> <td></td> <td></td> <td>24</td> <td>1,342</td> <td>1,342</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Total</td> <td>2,152</td> <td>2,152</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Rizo, Roberto J	06-03-2016	08-18-2016	8	260	260				18	550	550				24	1,342	1,342				Total	2,152	2,152
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																														
Rizo, Roberto J	06-03-2016	08-18-2016	8	260	260																														
			18	550	550																														
			24	1,342	1,342																														
			Total	2,152	2,152																														
<table border="1"> <thead> <tr> <th>Customer</th> <th>Owner</th> </tr> </thead> <tbody> <tr> <td>West Bay Sanitary District</td> <td>West Bay Sanitary District</td> </tr> <tr> <td>500 Laurel Street</td> <td>500 Laurel Street</td> </tr> <tr> <td>San Mateo</td> <td>San Mateo</td> </tr> <tr> <td>Menlo Park CA 94025-3427</td> <td>Menlo Park CA 94025-3427</td> </tr> <tr> <td>+1 650 3210384</td> <td>+1 650 3210384</td> </tr> </tbody> </table>						Customer	Owner	West Bay Sanitary District	West Bay Sanitary District	500 Laurel Street	500 Laurel Street	San Mateo	San Mateo	Menlo Park CA 94025-3427	Menlo Park CA 94025-3427	+1 650 3210384	+1 650 3210384																		
Customer	Owner																																		
West Bay Sanitary District	West Bay Sanitary District																																		
500 Laurel Street	500 Laurel Street																																		
San Mateo	San Mateo																																		
Menlo Park CA 94025-3427	Menlo Park CA 94025-3427																																		
+1 650 3210384	+1 650 3210384																																		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																														
190801	Prime	ROHNERT PARK CA,CLAUSSEN OVERC EVERCROSSING & HWY 101 SEW,REH	JC	\$447,934.00																															
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Bibayan,Fanboz D</td> <td>06-17-2016</td> <td>10-21-2016</td> <td>18</td> <td>325</td> <td>325</td> </tr> <tr> <td></td> <td></td> <td></td> <td>21</td> <td>1,726</td> <td>1,726</td> </tr> <tr> <td></td> <td></td> <td></td> <td>30</td> <td>645</td> <td>645</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Total</td> <td>2,696</td> <td>2,696</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Bibayan,Fanboz D	06-17-2016	10-21-2016	18	325	325				21	1,726	1,726				30	645	645				Total	2,696	2,696
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																														
Bibayan,Fanboz D	06-17-2016	10-21-2016	18	325	325																														
			21	1,726	1,726																														
			30	645	645																														
			Total	2,696	2,696																														
<table border="1"> <thead> <tr> <th>Customer</th> <th>Owner</th> </tr> </thead> <tbody> <tr> <td>City of Rohnert Park, CA</td> <td>City of Rohnert Park, CA</td> </tr> <tr> <td>6750 Commerce Boulevard</td> <td>6750 Commerce Boulevard</td> </tr> <tr> <td>Sonoma</td> <td>Sonoma</td> </tr> <tr> <td>Rohnert Park CA 94928-2411</td> <td>Rohnert Park CA 94928-2411</td> </tr> <tr> <td>+1 707 5883300</td> <td>+1 707 5883300</td> </tr> </tbody> </table>						Customer	Owner	City of Rohnert Park, CA	City of Rohnert Park, CA	6750 Commerce Boulevard	6750 Commerce Boulevard	Sonoma	Sonoma	Rohnert Park CA 94928-2411	Rohnert Park CA 94928-2411	+1 707 5883300	+1 707 5883300																		
Customer	Owner																																		
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Rohnert Park CA 94928-2411	Rohnert Park CA 94928-2411																																		
+1 707 5883300	+1 707 5883300																																		

JDE Job Number	190802	Role	Prime	Project Description	GRASS VALLEY, CA - No. 14-09 CDBG- CONTRACT #16-10	Project Status	JC	Contract Value	\$1,618,265.00	Final Contract Amount																									
Project Manager	Rizo, Roberto J	Bid Date	06-14-2016	Project Close Date	01-02-2018																														
Customer	<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>STD</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>City of Grass Valley, CA</td> <td>8</td> <td>180</td> <td>180</td> <td>4</td> </tr> <tr> <td>125 E Main Street Nevada</td> <td>10</td> <td>288</td> <td>288</td> <td></td> </tr> <tr> <td>Grass Valley CA 95945-6505</td> <td>24</td> <td>2,137</td> <td>2,137</td> <td></td> </tr> <tr> <td>Total</td> <td>42</td> <td>468</td> <td>2,137</td> <td>2,605</td> </tr> </tbody> </table>											AIS	STD	Total	SR's	City of Grass Valley, CA	8	180	180	4	125 E Main Street Nevada	10	288	288		Grass Valley CA 95945-6505	24	2,137	2,137		Total	42	468	2,137	2,605
	AIS	STD	Total	SR's																															
City of Grass Valley, CA	8	180	180	4																															
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Grass Valley CA 95945-6505	24	2,137	2,137																																
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City of Grass Valley, CA	125 E Main Street Nevada Grass Valley CA 95945-6505																																		
Owner	+1 530 2744399																																		

JDE Job Number	190803	Role	Prime	Project Description	NAPA SANITATION DIST-CIP 17705 SOSCO/SOSA TRUNK REHAB	Project Status	JC	Contract Value	\$1,088,300.00	Final Contract Amount																								
Project Manager	Rizo, Roberto J	Bid Date	03-28-2017	Project Close Date	11-08-2017																													
Customer	<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Napa Sanitation District-Napa, CA, Hartle</td> <td>45</td> <td>1,500</td> <td>1,500</td> <td>2</td> </tr> <tr> <td>935 Hartle Court Napa</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Napa CA 94558</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>45</td> <td>1,500</td> <td>1,500</td> <td>2</td> </tr> </tbody> </table>											AIS	Total	SR's	Napa Sanitation District-Napa, CA, Hartle	45	1,500	1,500	2	935 Hartle Court Napa					Napa CA 94558					Total	45	1,500	1,500	2
	AIS	Total	SR's																															
Napa Sanitation District-Napa, CA, Hartle	45	1,500	1,500	2																														
935 Hartle Court Napa																																		
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Total	45	1,500	1,500	2																														
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Napa Sanitation District-Napa, CA, Hartle	935 Hartle Court Napa CA 94558																																	
Owner	+1 707 2586000																																	

JDE Job Number	190804	Role	Prime	Project Description	DUBLIN SAN RAMON SVCS DIST. DUBLIN TRUNK SWR (CIP 16-S021)	Project Status	JC	Contract Value	\$5,541,630.00	Final Contract Amount																									
Project Manager	Rizo, Roberto J	Bid Date	04-20-2017	Project Close Date	04-27-2018																														
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	AIS	SIT	Total	SR's																															
Dublin San Ramon Services District-Dublin, CA	24	249	240	489																															
7051 Dublin Boulevard Alameda	36	2,945		2,945																															
Dublin CA 94568-3080	39	200		200																															
Total	42	2,973	240	2,973																															
Owner	+1 925 5517230																																		
Dublin San Ramon Services District-Dublin, CA	7051 Dublin Boulevard Alameda Dublin CA 94568-3080																																		
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JDE Job Number	190804	Role	Prime	Project Description	DUBLIN SAN RAMON SVCS DIST. DUBLIN TRUNK SWR (CIP 16-S021)	Project Status	JC	Contract Value	\$5,541,630.00	Final Contract Amount																									
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JDE Job Number	190804	Role	Prime	Project Description	DUBLIN SAN RAMON SVCS DIST. DUBLIN TRUNK SWR (CIP 16-S021)	Project Status	JC	Contract Value	\$5,541,630.00	Final Contract Amount																									
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Owner	+1 925 5517230																																		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190805	Prime	SANTA ROSA, CA - #C01944 -2016 SWR MAIN LINING MH & LATERALS	JC	\$2,792,000.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Bibayan, Farhorz D	05-17-2017	12-12-2019	6	443	10
Customer	Owner		18	35	
City of Santa Rosa, CA	City of Santa Rosa, CA		21	1,207	1,207
69 Stony Circle	69 Stony Circle		24	2,701	2,701
Sonoma	Sonoma		27	320	320
Santa Rosa CA 95401-9506	Santa Rosa CA 95401-9506		30	976	976
+1 707 5433930	+1 707 5433930		Total	5,682	5,682

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190806	Prime	LOS ALTOS, CA #WWW010517 CIPP CORROSION REHAB PROJECT	JC	\$409,486.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Ganesan, Sethuraman	04-13-2017	11-03-2017	24	650	7
Customer	Owner		Total	650	650

City of Los Altos, CA	City of Los Altos, CA
1 N San Antonio Road	1 N San Antonio Road
Santa Clara	Santa Clara
Los Altos CA 94022-3000	Los Altos CA 94022-3000
+1 650 9472700	+1 650 9472700

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190807	Prime	STOCKTON, CA - BLACK OAK PUE REHAB PROJECT No. M152002	JC	\$1,702,029.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Camacho, Bernie	04-06-2017	05-21-2018	18	34	34
Customer	Owner		30	3,410	3,410
City of Stockton, CA	City of Stockton, CA		48	264	264
2500 Navy Drive	2500 Navy Drive		Total	3,708	3,708
San Joaquin	San Joaquin				
Stockton CA 95206-1147	Stockton CA 95206-1147				
+1 209 9378718	+1 209 9378718				

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																		
190810	Prime	NORTH TAHOE PUD TAHOE VISTA SE1-024 TO SE1-021	JC	\$66,450.00																			
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Miller, Daren A</td> <td>11-02-2017</td> <td>01-08-2018</td> <td>8</td> <td>829</td> <td>5</td> </tr> <tr> <td colspan="3">Total</td> <td>8</td> <td>829</td> <td>5</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Miller, Daren A	11-02-2017	01-08-2018	8	829	5	Total			8	829	5
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																		
Miller, Daren A	11-02-2017	01-08-2018	8	829	5																		
Total			8	829	5																		
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Customer	Owner																						
North Tahoe Public Utilities District	North Tahoe Public Utilities District																						
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Placer	Placer																						
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+1 530 5464212	+1 530 5464212																						

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																		
190811	Sub	SCHULTZ INDUSTRIAL SERVICES ANDEAVOR MARTINEZ REFINERY	JC	\$116,880.00																			
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Padilla, Adrian Miguel</td> <td>02-01-2018</td> <td>05-25-2018</td> <td>15</td> <td>185</td> <td>0</td> </tr> <tr> <td colspan="3">Total</td> <td>15</td> <td>185</td> <td>0</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Padilla, Adrian Miguel	02-01-2018	05-25-2018	15	185	0	Total			15	185	0
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																		
Padilla, Adrian Miguel	02-01-2018	05-25-2018	15	185	0																		
Total			15	185	0																		
<table border="1"> <thead> <tr> <th>Customer</th> <th>Owner</th> </tr> </thead> <tbody> <tr> <td>Brinderson Engineers & Constructors-Bakersfield, CA</td> <td>Andeavor-(Tesoro)-Martinez,CA-Golden Eagle Refinery</td> </tr> <tr> <td>4550 California Avenue</td> <td>150 Solano Way</td> </tr> <tr> <td>Suite 700</td> <td>Contra Costa</td> </tr> <tr> <td>Kern</td> <td>Martinez CA 94553</td> </tr> <tr> <td>+1 661 3770343</td> <td>+1 925 2281220</td> </tr> </tbody> </table>						Customer	Owner	Brinderson Engineers & Constructors-Bakersfield, CA	Andeavor-(Tesoro)-Martinez,CA-Golden Eagle Refinery	4550 California Avenue	150 Solano Way	Suite 700	Contra Costa	Kern	Martinez CA 94553	+1 661 3770343	+1 925 2281220						
Customer	Owner																						
Brinderson Engineers & Constructors-Bakersfield, CA	Andeavor-(Tesoro)-Martinez,CA-Golden Eagle Refinery																						
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Suite 700	Contra Costa																						
Kern	Martinez CA 94553																						
+1 661 3770343	+1 925 2281220																						

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																														
190813	Prime	SOUTH PLACER MUNICIPAL UTILITY SPMUD PIPE LINER PROGRAM 2018	JC	\$344,002.00																															
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Bibayan, Fariborz D</td> <td>02-15-2018</td> <td>08-05-2018</td> <td>8</td> <td>306</td> <td>14</td> </tr> <tr> <td colspan="3">Total</td> <td>10</td> <td>401</td> <td>401</td> </tr> <tr> <td colspan="3">Customer</td> <td>12</td> <td>4,828</td> <td>4,828</td> </tr> <tr> <td colspan="3">Total</td> <td>12</td> <td>5,535</td> <td>5,535</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Bibayan, Fariborz D	02-15-2018	08-05-2018	8	306	14	Total			10	401	401	Customer			12	4,828	4,828	Total			12	5,535	5,535
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																														
Bibayan, Fariborz D	02-15-2018	08-05-2018	8	306	14																														
Total			10	401	401																														
Customer			12	4,828	4,828																														
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Customer	Owner																																		
South Placer Municipal Utility District-Loomis, CA	South Placer Municipal Utility District-Loomis, CA																																		
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Placer	Placer																																		
Loomis CA 95650	Loomis CA 95650																																		
+1 916 6525877	+1 916 6525877																																		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount									
190814	Prime	GILROY, CA - #17-PW-235 SWR REHAB FIRST STREET	JC	\$221,805.00										
Project Manager		Bid Date	Project Close Date											
Bibayan, Farboz D		01-31-2018	08-30-2018											
Customer		Owner												
City of Gilroy, CA		City of Gilroy, CA												
613 Old Gilroy Street		613 Old Gilroy Street												
Santa Clara		Santa Clara												
Gilroy CA 95020		Gilroy CA 95020												
+1 408 8460271		+1 408 8460271												
		<table border="1"> <thead> <tr> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>2,959</td> <td>16</td> </tr> <tr> <td>Total</td> <td>2,959</td> <td>2,959</td> </tr> </tbody> </table>		AIS	Total	SR's	8	2,959	16	Total	2,959	2,959		
AIS	Total	SR's												
8	2,959	16												
Total	2,959	2,959												

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																								
190817	Prime	MERCER-FRASSER CO., EUREKA, CA 3RD & Y BASIN REHAB.	JC	\$433,855.00																									
Project Manager		Bid Date	Project Close Date																										
Bibayan, Farboz D		03-15-2018	08-24-2018																										
Customer		Owner																											
City of Eureka, CA		City of Eureka, CA																											
531 K Street		531 K Street																											
Humboldt		Humboldt																											
Eureka CA 95501		Eureka CA 95501																											
+1 707 4414183		+1 707 4414183																											
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AIS	ILS	Total	SR's																										
6	1,848	1,848	65																										
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10	610	610																											
12	1,599	1,599																											
Total	2,209	3,208	5,417																										

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount												
190818	Prime	TUOLUMNE UTIL.DIST.2018,SONORA 2018 CIPP SEWER REHAB PROJECT	JC	\$198,902.00													
Project Manager		Bid Date	Project Close Date														
Bibayan, Farboz D		09-07-2018	11-09-2018														
Customer		Owner															
Tuolumne Utilities District		Tuolumne Utilities District															
PO Box 3728		PO Box 3728															
Tuolumne		Tuolumne															
Sonora CA 95370-3728		Sonora CA 95370-3728															
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AIS	Total	SR's															
12	2,490	2,490															
14	112	112															
Total	2,602	2,602															

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190819	Prime	LANGTRY FARMS, LLC, MIDDLETOWN DETERT LAKE DAM OUTLET REPAIR	JC	\$320,300.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Padilla, Adrian Miguel	09-14-2018	01-04-2019	18	600	0
			Total	600	600

Customer	Owner
Langtry Farms	Langtry Farms
22000	22000
Butts Canyon Rd	Butts Canyon Rd
Lake	Lake
Middletown CA 95461	Middletown CA 95461
+1 707 9872772	+1 707 9872772

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190820	Sub	CON-QUEST CONTRACTORS, SFPW CLAYTON/CLIPPER/PORTOLA.#25001	JC	\$134,794.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Bibayan, Farboz D	01-01-2018	03-29-2019	8	427	38
			12	859	
			18	54	
			Total	1,340	1,340

Customer	Owner
Con-Quest Contractors-San Francisco, CA	City of San Francisco, Ca-Public Works Dept.-bureau of Engineering
290 Toland Street	1680 Mission Street
San Francisco	San Francisco
San Francisco CA 94124	San Francisco CA 94103-2414
+1 415 2060524	+1 415 5548325

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190822	Prime	REDDING, CA - JOB No. 2607 BENTON TRACT SANI SWR LINING	JC	\$1,317,258.00	

Project Manager	Bid Date	Project Close Date
Bibayan, Farborz D	12-18-2018	08-15-2019

Customer	Owner
City of Redding, CA 20055 Viking Way, Bldg 3 20055 Viking Way Building 3 Bldg 3 Shasta Redding CA 96003	City of Redding, CA 20055 Viking Way, Bldg 3 20055 Viking Way Building 3 Bldg 3 Shasta Redding CA 96003

	AIS	ILS	Total	SR's
	6	6,926	6,926	358
	8	1,302	11,425	12,727
	10	465	465	
	15	373	373	
Total	2,140	18,351	20,491	

+1 530 2246069	+1 530 2246069
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JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190823	Sub	SYBLON REID, NAPA SANI DIST NAPA-HEADWORKS EQUIPT REPLACE	JC	\$162,078.00	

Project Manager	Bid Date	Project Close Date
Padilla, Adrian Miguel	02-07-2019	05-09-2019

	AIS	Total	SR's
	36	104	104
Total	104	104	0

Customer	Owner
Syblon Reid-Folsom, CA 1130 Sibley Street Sacramento Folsom CA 95630 +1 925 3718928	Napa Sanitation District-Napa, CA, Hartle 935 Hartle Court Napa Napa CA 94558 +1 707 2586000

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190825	Sub	DARCY & HARTY CONST.,CJC SANF CASITAS AVE EASEMENT WW 624	JC	\$138,060.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Padilla, Adrian Miguel	01-17-2019	07-22-2019	8	1,039	14
			Total	1,039	

Customer	Owner
Darcy & Harty Construction-San Francisco, CA	City of San Francisco, Ca - Dept. of Public Works - Bureau of Engineering - Main Van Ness office
1300 Carroll Ave. San Francisco San Francisco CA 94124	30 Van Ness Avenue 5th Floor 30 Van Ness Avenue 5th Floor San Francisco San Francisco CA 94102
+1 415 8225200	+1 415 5584018

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
190826	Prime	LOS ALTOS, CA #WW0100519 CIPP CORROSION REHAB PROJECT	JC	\$916,911.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Bibayan, Farborz D	06-05-2019	10-22-2019	30	1,456	22
			Total	1,456	

Customer	Owner
City of Los Altos, CA	City of Los Altos, CA
1 N San Antonio Road Santa Clara Los Altos CA 94022-3000	1 N San Antonio Road Santa Clara Los Altos CA 94022-3000
+1 650 9472700	+1 650 9472700

JDE Job Number	190829	Role	Sub	Project Description	CRATUS, INC. - VALLEJO, CA VFWD MARE ISLAND SWR REHAB	Project Status	JC	Contract Value	\$150,664.00	Final Contract Amount
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Project Manager	Bibayan, Farborz D	Bid Date	07-30-2019	Project Close Date	11-15-2019
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	AIS	Total	SR's
	36	556	556
Total		556	0

Customer	Owner
Cratus Inc.-San Francisco, CA	Vallejo Flood & Wastewater District-Vallejo, CA
2200 Palou Avenue	450 Ryder Street
San Francisco	Solano
San Francisco CA 94124	Vallejo CA 94590
+1 415 5591163	+1 707 6448949

JDE Job Number	200177	Role	Prime	Project Description	BEVERLY HILLS, CA SWR PIPELINE & MHU VAR. LOC	Project Status	JC	Contract Value	\$4,737,871.50	Final Contract Amount
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Project Manager	Calvano, Leonardo Ismael	Bid Date	06-08-2012	Project Close Date	03-27-2015
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	AIS	ILS	Total	SR's
	6	21,576	21,576	2,247
	8	673	74,740	75,413
Total				

Customer	Owner
City of Beverly Hills, CA	City of Beverly Hills, CA
City Hall 345 N. Foothill	City Hall 345 N. Foothill
City Hall 345 N Foothill	City Hall 345 N Foothill
Los Angeles	Los Angeles
Beverly Hills CA 90210	Beverly Hills CA 90210
+1 310 2852500	+1 310 2852500

	AIS	ILS	Total	SR's
	10		5,608	5,608
	12		5,716	5,716
	15	248	1,425	1,673
Total		921	109,065	109,986

JDE Job Number	200196	Role	Prime	Project Description	CO SANI DIST #5 OF LOS ANGELES DIST 5 INTCPTR TRNK SWR-SEC 2A	Project Status	JC	Contract Value	\$10,616,947.32	Final Contract Amount
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Project Manager	Rubio, Jeffrey Louis	Bid Date	07-23-2013	Project Close Date	07-10-2015
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	STD	Total	SR's
	33	44	44
	63	1,210	1,210
	66	7,572	7,572
Total		8,826	8,826

Customer	Owner
Los Angeles County Sanitation District - Headquarters - Whittier	Los Angeles County-Whittier, CA-Sanitation District
1955 Workman Mill Road	1955 Workman Mill Road
Los Angeles	Los Angeles
Whittier CA 90601-1415	Whittier CA 90601-1415
+1 562 6997411	+1 562 6997411

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																					
200259	Sub	W.M. LYLES CO. - ORANGE CO. CA JOB #T-1126, PRJT # P1-112 &	JC	\$66,060.00																						
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Rubio, Jeffrey Louis</td> <td>07-29-2013</td> <td>03-24-2015</td> <td>36</td> <td>145</td> <td>145</td> </tr> <tr> <td colspan="3">Total</td> <td>36</td> <td>145</td> <td>145</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Rubio, Jeffrey Louis	07-29-2013	03-24-2015	36	145	145	Total			36	145	145			
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																					
Rubio, Jeffrey Louis	07-29-2013	03-24-2015	36	145	145																					
Total			36	145	145																					
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Customer	Owner																									
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+1 559 2372200	+1 714 9622411																									
JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																					
200262	Sub	VASILU, INC. HERMOSA BEACH #CIP-13-401	JC	\$102,642.20																						
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>ILS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Rubio, Jeffrey Louis</td> <td>04-03-2014</td> <td>04-22-2015</td> <td>8</td> <td>3,748</td> <td>3,748</td> </tr> <tr> <td colspan="3">Total</td> <td>8</td> <td>3,748</td> <td>3,748</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	ILS	Total	SR's	Rubio, Jeffrey Louis	04-03-2014	04-22-2015	8	3,748	3,748	Total			8	3,748	3,748			
Project Manager	Bid Date	Project Close Date	ILS	Total	SR's																					
Rubio, Jeffrey Louis	04-03-2014	04-22-2015	8	3,748	3,748																					
Total			8	3,748	3,748																					
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Customer	Owner																									
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JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																					
200264	Sub	KIEWIT INFRASTRUCTURE WEST CO NEWPORT FORCE MAIN JOB #102298	JC	\$4,566,700.40																						
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>RP</th> <th>SIT</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Unknown</td> <td>02-04-2014</td> <td>12-18-2015</td> <td>30</td> <td>731</td> <td>4,705</td> <td>5,436</td> </tr> <tr> <td colspan="3">Total</td> <td>30</td> <td>731</td> <td>4,705</td> <td>5,436</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	RP	SIT	Total	SR's	Unknown	02-04-2014	12-18-2015	30	731	4,705	5,436	Total			30	731	4,705	5,436
Project Manager	Bid Date	Project Close Date	RP	SIT	Total	SR's																				
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JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																																
200267	Prime	JURUPA COMMUNITY SERVICES DIST LIVE OAK/LAKESIDE #M151011DP	JC	\$74,217.00																																																	
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Rizo, Roberto J</td> <td>10-24-2014</td> <td>05-29-2015</td> <td>8</td> <td>1,249</td> <td>11</td> </tr> <tr> <td colspan="3">Total</td> <td>8</td> <td>1,249</td> <td>11</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Rizo, Roberto J	10-24-2014	05-29-2015	8	1,249	11	Total			8	1,249	11																														
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200268	Prime	MONTECITO SANITARY DISTRICT 2014 SWR MAIN REHAB PROJECT	JC	\$1,588,971.00																																																	
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JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount			
200270	Prime	GRIFFITH COMPANY (ONTARIO, CA) S. MILLIKEN GRADE SEPARATION	JC	\$374,898.57				
Project Manager		Bid Date	Project Close Date	AIS	COM	STD	Total	SFR's
		06-16-2014	06-03-2015	12	129		1,149	
Customer		Owner		27	671	426	1,097	
City of Ontario, CA		City of Ontario, CA		Total	1,020	800	2,246	426
303 E B Street		303 E B Street						
San Bernardino		San Bernardino						
Ontario CA 91764-4105		Ontario CA 91764-4105						
+1 909 3952000		+1 909 3952000						

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount	
200271	Prime	ARROYO GRANDE, CA 2015 SWR LINING #PW 2015-04	JC	\$119,577.00		
Project Manager		Bid Date	Project Close Date	ILS	Total	SFR's
		03-10-2015	10-20-2015	6	2,169	30
Customer		Owner		8	572	572
City of Arroyo Grande, CA		City of Arroyo Grande, CA		Total	2,741	2,741
214 E Branch St		214 E Branch St				
San Luis Obispo		San Luis Obispo				
Arroyo Grande CA 93420-2730		Arroyo Grande CA 93420-2730				
+1 805 4735400		+1 805 4735400				

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount	
200272	Prime	UNIVERSITY OF CA, SAN DIEGO #W4966/A4M-076/FDC01489	JC	\$65,994.90		
Project Manager		Bid Date	Project Close Date	AIS	Total	SFR's
		03-26-2015	07-25-2015	10	623	0
Customer		Owner		12	364	364
UC San Diego		UC San Diego		Total	987	987
9500 Gilman Dr		9500 Gilman Dr				
San Diego		San Diego				
La Jolla CA 92093		La Jolla CA 92093				
+1 858 8222806		+1 858 8222806				

JDE Job Number	200273	Role	Sub	Project Description	SKANSKA-RADOS EXPO 2 EXPO PHASE II #XP8902-002	Project Status	JC	Contract Value	\$18,000.00	Final Contract Amount
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Project Manager	Amal B	Bid Date	01-16-2015	Project Close Date	01-05-2016	AIS	8	Total	106	SFR's	0
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Customer	City of Los Angeles, CA-Dept of Public Works	Owner	City of Los Angeles, CA-Dept of Public Works	AIS	18	Total	60	SFR's	60
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1149 S Broadway - 6th Floor	Los Angeles	1149 S Broadway - 6th Floor	Los Angeles	166	166
Los Angeles CA 90015	Los Angeles CA 90015	Los Angeles CA 90015	Los Angeles CA 90015		
+1 213 8475167	+1 213 8475167				

JDE Job Number	200274	Role	Sub	Project Description	GREEN BLDG. COPR. - LA, CA GLENDALE WATER RECLAMN. PLANT	Project Status	JC	Contract Value	\$503,000.00	Final Contract Amount
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Project Manager	Rubio, Jeffrey Louis	Bid Date	12-03-2014	Project Close Date	02-20-2016	AIS	72	Total	497	SFR's	0
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Customer	City of Los Angeles, CA-Dept of Public Works	Owner	City of Los Angeles, CA-Dept of Public Works	AIS	497	Total	497	SFR's	497
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1149 S Broadway - 6th Floor	Los Angeles	1149 S Broadway - 6th Floor	Los Angeles	497	497
Los Angeles CA 90015	Los Angeles CA 90015	Los Angeles CA 90015	Los Angeles CA 90015		
+1 213 8475167	+1 213 8475167				

JDE Job Number	200275	Role	Prime	Project Description	ORANGE COUNTY SANI DISTRICT SERV. CNT. #S-2015-667	Project Status	JC	Contract Value	\$69,931.00	Final Contract Amount
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Project Manager	Unknown	Bid Date	04-23-2015	Project Close Date	06-30-2015	AIS	18	Total	455	SFR's	0
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Customer	Orange County Sanitation District-Fountain Valley, CA	Owner	Orange County Sanitation District-Fountain Valley, CA	AIS	455	Total	455	SFR's	455
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10844 Ellis Avenue	Orange	10844 Ellis Avenue	Orange	455	455
Fountain Valley CA 92708	Fountain Valley CA 92708	Fountain Valley CA 92708	Fountain Valley CA 92708		
+1 714 9622411	+1 714 9622411				



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200276	Sub	CHARLES KING CO.-LEUCADIA WW SCOTTS VALLEY SWR REHAB.	JC	\$85,470.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Bibayan, Farborz D	06-17-2015	11-13-2015	18	678	0
			Total	678	678

Customer	Owner
Leucadia Wastewater District 1960 La Costa Avenue San Diego Carlsbad CA 92018-2397 +1 760 7530155	Leucadia Wastewater District- Carlsbad, CA 1960 La Costa Avenue San Diego Carlsbad CA 92018-2397 +1 760 7530155

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200277	Sub	TWINS, INC.-NAVFAC SOUTHWEST POTABLE WATER LINE B7 NMCS	JC	\$117,000.00	

Project Manager	Bid Date	Project Close Date	SIT	Total	SR's
Bibayan, Farborz D	08-18-2015	11-06-2015	12	60	0
			Total	60	60

Customer	Owner
NAVFAC Southwest 1220 Pacific Coast Highway San Diego San Diego CA 92132 +1 619 5324569	US Navy - San Diego, CA-NAVFAC - Southwest 1220 Pacific Coast Highway San Diego San Diego CA 92132 +1 619 5324569

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount												
200278	Prime	LAKE ARROWHEAD COMMUNITY SVCS SHELTER COVE SLIPLINE PHASE 1	JC	\$497,983.00													
Project Manager Ganesan, Sethuraman Bid Date: 09-15-2015 Project Close Date: 03-25-2016			<table border="1"> <thead> <tr> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>639</td> <td>4</td> </tr> <tr> <td>8</td> <td>3,430</td> <td></td> </tr> <tr> <td>Total</td> <td>4,069</td> <td>4,069</td> </tr> </tbody> </table>			AIS	Total	SR's	6	639	4	8	3,430		Total	4,069	4,069
AIS	Total	SR's															
6	639	4															
8	3,430																
Total	4,069	4,069															
Customer Lake Arrowhead Community Services District-Lake Arrowhead, CA 28200 State Highway 189 Lower Village S P.O. Box 700 San Bernardino Lake Arrowhead CA 92352 +1 909 3378555			Owner Lake Arrowhead Community Services District-Lake Arrowhead, CA 28200 State Highway 189 Lower Village S P.O. Box 700 San Bernardino Lake Arrowhead CA 92352 +1 909 3378555														

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount												
200279	Sub	COLICH & SONS, INC. - LACSD JOINT OUTFALL D Units 7 & 8	JC	\$248,525.00													
Project Manager Bibayan, Farhuz D Bid Date: 06-18-2015 Project Close Date: 06-06-2016			<table border="1"> <thead> <tr> <th>STD</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>54</td> <td>78</td> <td>1</td> </tr> <tr> <td>60</td> <td>75</td> <td></td> </tr> <tr> <td>Total</td> <td>153</td> <td>153</td> </tr> </tbody> </table>			STD	Total	SR's	54	78	1	60	75		Total	153	153
STD	Total	SR's															
54	78	1															
60	75																
Total	153	153															
Customer Colich And Sons 547 W 140th Street Los Angeles Gardena CA 90248 +1 213 7702920			Owner Los Angeles County-Whittier, CA- Sanitation District 1955 Workman Mill Road Los Angeles Whittier CA 90601-1415 +1 562 6997411														

JDE Job Number	200280	Role	Sub	Project Description	W.M. LYLES CO.HUNTINGTON BEACH SOLIDS THICKENING&PROC.UPGRADE	Project Status	JC	Contract Value	\$30,040.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	12-18-2015	Project Close Date	03-28-2016	AIS		Total	40	40	0
Customer		Owner		Orange County Sanitation District-Fountain Valley, CA		Total		40	40	SR's	

Customer		Owner		Orange County Sanitation District-Fountain Valley, CA		Total		40	40	SR's	
W.M. Lyles - Fresno, CA		10844 Ellis Avenue		Orange		Total		40	40	SR's	
355 N Thorne Avenue		Fresno CA 93744		Fountain Valley CA 92708		Total		40	40	SR's	
+1 661 3871600		+1 714 9622411				Total		40	40	SR's	

JDE Job Number	200281	Role	Sub	Project Description	ORION CONST. -NAV/FAC SOUTHWEST REPAIR SWR MAINS MCLB BARSTOW	Project Status	JC	Contract Value	\$75,560.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	09-01-2015	Project Close Date	01-26-2017	AIS		Total	252	252	12
Customer		Owner		US Marine Corps-Barstow, CA		Total		2,065	2,065	SR's	

Customer		Owner		US Marine Corps-Barstow, CA		Total		2,065	2,065	SR's	
ROICC Barstow, Southwest Division, Bldg. San Bernardino		San Bernardino		Barstow CA 92311-5050		Total		2,065	2,065	SR's	
Barstow CA 92311-5050		Barstow CA 92311-5050				Total		2,065	2,065	SR's	
+1 760 5776493		+1 760 5776493				Total		2,065	2,065	SR's	

JDE Job Number	200282	Role	Prime	Project Description	COLTON, CA - FY 15-16 FY15-16 SWR LINING PROJECT	Project Status	JC	Contract Value	\$148,185.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	12-21-2015	Project Close Date	04-11-2016	AIS		Total	4,910	4,910	184
Customer		Owner		City of Colton, CA		Total		4,910	4,910	SR's	

Customer		Owner		City of Colton, CA		Total		4,910	4,910	SR's	
City of Colton, CA		1201 S Rancho Avenue		San Bernardino		Total		4,910	4,910	SR's	
1201 S Rancho Avenue		San Bernardino		Colton CA 92324-3342		Total		4,910	4,910	SR's	
Colton CA 92324-3342		Colton CA 92324-3342				Total		4,910	4,910	SR's	
+1 909 3705179		+1 909 3705179				Total		4,910	4,910	SR's	

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200283	Sub	AMES CONSTRUCTION (CALTRANS) CNT#08-3555V4 -VICTORVILLE,CA	JC	\$799,128.30	

Project Manager	Bid Date	Project Close Date
Bibayan, Farhorz D	08-27-2015	05-24-2017

	AIS	Total	SR's
	24	210	3
	30	250	
	36	540	
	42	201	
	48	680	
	60	247	
Total	2128	2,128	

Customer	Owner
Ames Construction-Corona, CA. 391 North Main Street Suite 302 Riverside	Department of Transportation - State of California-District 08 - San Bernardino-(CALTRAN) 464 West 4th Street San Bernardino CA 92401
+1 951 3561275	+1 909 3834561

	AIS	Total	SR's
	10	1,087	4
Total	1,087	1,087	

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200284	Prime	COSTA MESA SANITARY DISTRICT INDUSTRIAL SWRMANHOLE No. 310	JC	\$218,458.00	

Project Manager	Bid Date	Project Close Date
Bibayan, Farhorz D	03-01-2016	05-25-2016

	AIS	Total	SR's
	10	1,087	4
Total	1,087	1,087	

Customer	Owner
City of Costa Mesa, CA 77 Fair Drive Orange Costa Mesa CA 92626-6520 +1 714 7545015	City of Costa Mesa, CA 77 Fair Drive Orange Costa Mesa CA 92626-6520 +1 714 7545015

JDE Job Number	200285	Role	Sub	Project Description	REYES CONST. -NAVAFAC SOUTHWEST MARINE CORPS RECRUIT DEPOT	Project Status	JC	Contract Value	\$683,549.03	Final Contract Amount
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Project Manager	Bibayan, Farhorz D	Bid Date	11-06-2015	Project Close Date	07-15-2016
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	AIS	Total	SR's
6	304	304	24
8	3,640	3,640	
12	2,194	2,194	
15	350	350	
18	115	115	
24	1,648	1,648	
Total	8,251	8,251	

Customer	Naval Facilities Engineering Command-NAVAFAC SOUTHWEST, CENTRAL IPT	Owner	US Navy - San Diego, CA-NAVAFAC- Southwest, Central
1 Pacific Hwy San Diego San Diego CA 92101		1 Pacific Hwy San Diego San Diego CA 92101	
+1 619 5324714		+1 619 5324714	

	AIS	Total	SR's
30	580	580	0
Total	580	580	

JDE Job Number	200286	Role	Prime	Project Description	ULTRAMAR, WILMINGTON REFINERY VALERO WILMINGTON REFINERY	Project Status	JC	Contract Value	\$0.00	Final Contract Amount
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Project Manager	Bibayan, Farhorz D	Bid Date	06-01-2016	Project Close Date	10-21-2016
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	AIS	Total	SR's
30	580	580	0
Total	580	580	

Customer	Valero Energy - Wilmington, CA- Refinery	Owner	Valero Energy - Wilmington, CA- Refinery
2402 Anaheim Street Los Angeles Wilmington CA 90744		2402 Anaheim Street Los Angeles Wilmington CA 90744	
+1 562 4916648		+1 562 4916648	

JDE Job Number	200287	Role	Prime	Project Description	OJAI VALLEY SANI DIST. 2016 No 2016-05 SWR MAIN REPAIRS	Project Status	JC	Contract Value	\$748,460.00	Final Contract Amount
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Project Manager	Bibayan, Farhorz D	Bid Date	07-15-2016	Project Close Date	12-09-2016
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	AIS	Total	SR's
8	24,632	24,632	284
Total	24,632	24,632	

Customer	Ojai Valley Sanitary District	Owner	Ojai Valley Sanitary District
1072 Tico Road Ventura Ojai CA 93023		1072 Tico Road Ventura Ojai CA 93023	
+1 805 6465548		+1 805 6465548	



JDE Job Number	200288	Role	Prime	Project Description	ARROYO GRANDE CREEK, CA SEWER REHAB #2016-054	Project Status	JC	Contract Value	\$139,922.00	Final Contract Amount
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Project Manager	Bibayan, Farboorz D	Bid Date	08-09-2016	Project Close Date	12-08-2016	AIS		STD	Total	SR's	
						8	220			220	15
						12	1,685			1,685	
						15			501	501	
						Total	1,905		501	2,406	

Customer	City of Arroyo Grande, CA	Owner	City of Arroyo Grande, CA
214 E Branch St	San Luis Obispo	214 E Branch St	San Luis Obispo
Arroyo Grande CA 93420-2730	Arroyo Grande CA 93420-2730	Arroyo Grande CA 93420-2730	Arroyo Grande CA 93420-2730
+1 805 4735400	+1 805 4735400	+1 805 4735400	+1 805 4735400

JDE Job Number	200289	Role	Prime	Project Description	SIMI VALLEY, CA - # SV 16-16 SW. LOS ANGELES AVE & EASY ST.	Project Status	JC	Contract Value	\$2,066,379.00	Final Contract Amount
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Project Manager	Bibayan, Farboorz D	Bid Date	09-07-2016	Project Close Date	05-03-2017	AIS		Total	SR's
						20	1,106	1,106	1
						36	863	863	
						42	152	152	
						48	3,072	3,072	
						Total	5,193	5,193	

Customer	City of Simi Valley, CA	Owner	City of Simi Valley, CA
500 W Los Angeles Avenue	Ventura	500 W Los Angeles Avenue	Ventura
Simi Valley CA 93065-1644	Simi Valley CA 93065-1644	Simi Valley CA 93065-1644	Simi Valley CA 93065-1644
+1 805 5836400	+1 805 5836400	+1 805 5836400	+1 805 5836400

JDE Job Number	200290	Role	Prime	Project Description	SANTA BARBARA, COUNTY OF (2016) 18" CMP STORM DRAIN REHAB.	Project Status	JC	Contract Value	\$44,810.00	Final Contract Amount
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Project Manager	Bibayan, Farboorz D	Bid Date	08-12-2016	Project Close Date	01-26-2017	AIS		Total	SR's
						18	90	90	0
						Total	90	90	

Customer	County of Santa Barbara, CA-Santa Barbara, CA	Owner	County of Santa Barbara, CA-Santa Barbara, CA
130 E Victoria Street	Santa Barbara	130 E Victoria Street	Santa Barbara
Santa Barbara CA 93101	Santa Barbara CA 93101	Santa Barbara CA 93101	Santa Barbara CA 93101
+1 805 8823600	+1 805 8823600	+1 805 8823600	+1 805 8823600

JDE Job Number	200291	Role	Prime	Project Description	MIDWAY CITY, CA - 2016 REHAB./REPAIRS OF SWR MAINS	Project Status	JC	Contract Value	\$95,938.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	09-02-2016	Project Close Date	01-20-2017	AIS	4,731	Total	4,731	SR's	74
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Customer	Midway City Sanitary District	Owner	Midway City Sanitary District	14451 Cedarwood Street	Orange	Westminster CA 92683-5318	+1 714 8933553	Total	4,731
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JDE Job Number	200292	Role	Prime	Project Description	CO SANI DIST 18 OF LOS ANGELES LACSD S. WHITTIER OUTTAL TRUNK	Project Status	JC	Contract Value	\$624,622.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	08-30-2016	Project Close Date	05-22-2017	AIS	530	STD	170	Total	700	SR's	1
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Customer	Los Angeles County-Whittier, CA- Sanitation District	Owner	Los Angeles County-Whittier, CA- Sanitation District	1955 Workman Mill Road	Los Angeles	Whittier CA 90601-1415	+1 562 6997411	Total	2,659	170	2,829
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JDE Job Number	200293	Role	Prime	Project Description	NEWEST CONST. CO. CARLSBAD, CA FOXES LANDING LIFT STA REPLACE	Project Status	JC	Contract Value	\$251,500.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	07-13-2016	Project Close Date	01-19-2018	AIS	337	Total	337	SR's	0
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Customer	City of Carlsbad, CA	Owner	City of Carlsbad, CA	1635 Faraday Avenue	San Diego	Carlsbad CA 92008-7314	+1 760 6022490	Total	337
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Customer	City of Carlsbad, CA	Owner	City of Carlsbad, CA	1635 Faraday Avenue	San Diego	Carlsbad CA 92008-7314	+1 760 6022490	Total	337
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JDE Job Number	200294	Role	Prime	Project Description	CO SANI DIST 3 OF LOS ANGELES LACSD ANNAHEIM ST. TRUNK SWR	Project Status	JC	Contract Value	\$2,383,498.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	10-20-2016	Project Close Date	09-25-2017					
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	AIS	Total	SR's
	30	4,183	4,183
	39	604	604
	42	278	278
Total		5,065	5,065

Customer	Los Angeles County-Whittier, CA-Sanitation District	Owner	Los Angeles County-Whittier, CA-Sanitation District
	1955 Workman Mill Road Los Angeles Whittier CA 90601-1415		1955 Workman Mill Road Los Angeles Whittier CA 90601-1415
	+1 562 6997411		+1 562 6997411

JDE Job Number	200295	Role	Prime	Project Description	IMPERIAL BEACH, CA (FY15/16) ANNUAL SEWER MAIN LINE	Project Status	JC	Contract Value	\$348,160.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	10-13-2016	Project Close Date	11-28-2017					
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	AIS	Total	SR's
	6	605	605
	8	3,338	3,338
Total		3,943	3,943

Customer	City of Imperial Beach, CA	Owner	City of Imperial Beach, CA
	495 10th Street San Diego Imperial Beach CA 91932-1510		495 10th Street San Diego Imperial Beach CA 91932-1510
	+1 619 4238311		+1 619 4238311

JDE Job Number	200296	Role	Prime	Project Description	ARROYO GRANDE CA, EL CAMINO REAL STORM SEW. REHAB #2016-12	Project Status	JC	Contract Value	\$57,750.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	11-14-2016	Project Close Date	01-24-2017					
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	AIS	Total	SR's
	24	357	357
Total		357	0

Customer	City of Arroyo Grande, CA	Owner	City of Arroyo Grande, CA
	214 E Branch St San Luis Obispo Arroyo Grande CA 93420-2730		214 E Branch St San Luis Obispo Arroyo Grande CA 93420-2730
	+1 805 4735400		+1 805 4735400

JDE Job Number	200297	Role	Prime	Project Description	MOULTON NIGEL WATER DIST. LAGUNA NIGEL#2015.008.2015.010	Project Status	JC	Contract Value	\$99,800.00	Final Contract Amount																																
Project Manager	Bibayan, Farborz D	Bid Date	10-20-2016	Project Close Date	01-06-2017																																					
Customer	<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Moulton Niguel Water District-Laguna Niguel, CA</td> <td></td> <td></td> <td></td> </tr> <tr> <td>27500 La Paz Road</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Orange</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Laguna Niguel CA 92677-3489</td> <td></td> <td></td> <td></td> </tr> <tr> <td>+1 949 8312500</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Owner</td> <td>8</td> <td>2,953</td> <td>33</td> </tr> <tr> <td>Total</td> <td>2,953</td> <td>2,953</td> <td></td> </tr> </tbody> </table>											AIS	Total	SR's	Moulton Niguel Water District-Laguna Niguel, CA				27500 La Paz Road				Orange				Laguna Niguel CA 92677-3489				+1 949 8312500				Owner	8	2,953	33	Total	2,953	2,953	
	AIS	Total	SR's																																							
Moulton Niguel Water District-Laguna Niguel, CA																																										
27500 La Paz Road																																										
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Owner	8	2,953	33																																							
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	AIS	Total	SR's																																							
Moulton Niguel Water District-Laguna Niguel, CA																																										
27500 La Paz Road																																										
Orange																																										
Laguna Niguel CA 92677-3489																																										
+1 949 8312500																																										
Owner	6	875	120																																							
Total	3,526	3,526																																								

JDE Job Number	200298	Role	Prime	Project Description	LEUCADIA WASTEWATER DIST. LEUCADIA SCENIC CIPP LINING	Project Status	JC	Contract Value	\$172,602.00	Final Contract Amount																																				
Project Manager	Bibayan, Farborz D	Bid Date	11-29-2016	Project Close Date	02-27-2017																																									
Customer	<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Leucadia Wastewater District-Carlsbad, CA</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1960 La Costa Avenue</td> <td></td> <td></td> <td></td> </tr> <tr> <td>San Diego</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Carlsbad CA 92018-2397</td> <td></td> <td></td> <td></td> </tr> <tr> <td>+1 760 7530155</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Owner</td> <td>12</td> <td>1,972</td> <td>7</td> </tr> <tr> <td>Total</td> <td>1,972</td> <td>1,972</td> <td></td> </tr> </tbody> </table>											AIS	Total	SR's	Leucadia Wastewater District-Carlsbad, CA				1960 La Costa Avenue				San Diego				Carlsbad CA 92018-2397				+1 760 7530155				Owner	12	1,972	7	Total	1,972	1,972					
	AIS	Total	SR's																																											
Leucadia Wastewater District-Carlsbad, CA																																														
1960 La Costa Avenue																																														
San Diego																																														
Carlsbad CA 92018-2397																																														
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Owner	12	1,972	7																																											
Total	1,972	1,972																																												
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	AIS	Total	SR's																																											
Leucadia Wastewater District-Carlsbad, CA																																														
1960 La Costa Avenue																																														
San Diego																																														
Carlsbad CA 92018-2397																																														
+1 760 7530155																																														
Owner	10	227	227																																											
Total	14	198	198																																											
Total	5,727	5,727																																												

JDE Job Number	200299	Role	Prime	Project Description	COLTON, CA - FY 16-17 FY16-17 SWR LINING PROJECT	Project Status	JC	Contract Value	\$252,638.00	Final Contract Amount																																								
Project Manager	Bibayan, Farborz D	Bid Date	11-17-2016	Project Close Date	04-21-2017																																													
Customer	<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>City of Colton, CA</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1201 S Rancho Avenue</td> <td></td> <td></td> <td></td> </tr> <tr> <td>San Bernardino</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Colton CA 92324-3342</td> <td></td> <td></td> <td></td> </tr> <tr> <td>+1 909 3705179</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Owner</td> <td>6</td> <td>875</td> <td>875</td> </tr> <tr> <td>Total</td> <td>8</td> <td>3,526</td> <td>3,526</td> </tr> </tbody> </table>											AIS	Total	SR's	City of Colton, CA				1201 S Rancho Avenue				San Bernardino				Colton CA 92324-3342				+1 909 3705179				Owner	6	875	875	Total	8	3,526	3,526								
	AIS	Total	SR's																																															
City of Colton, CA																																																		
1201 S Rancho Avenue																																																		
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	AIS	Total	SR's																																															
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Project Manager	Bibayan, Farborz D	Bid Date	11-17-2016	Project Close Date	04-21-2017																																													
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Total	12	901	901																																															
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Total	5,727	5,727																																																

JDE Job Number	Role	Project Description	Bid Date	Project Close Date	AIS	Total	SR's	Project Status	Contract Value	Final Contract Amount
200300	Sub	CHARLES KING COMPANY, INC DIST. 6 TRUNK SWR RELIEF PRJT						JC	\$70,430.00	
Project Manager										
Bibayan, Farhorz D					07-26-2016	10-29-2018				
Customer										
Orange County Sanitation District- Fountain Valley, CA					12	380	380	0		
10844 Ellis Avenue					15	615	615			
Orange Fountain Valley CA 92708					Total	995	995			
+1 714 9622411										
<hr/>										
200310	Prime	NORWALK, CA - FY 2015/16 #7512 SEWER SYSTEM REHAB. 2015-16						JC	\$237,530.30	
Project Manager										
Bibayan, Farhorz D					11-16-2016	05-19-2017				
Customer										
City of Norwalk, CA					8					
12700 Norwalk Blvd					10	327	7,075	7,075	242	
Room 10					12	290	290			
Los Angeles					15	333	333			
Norwalk CA 90650-3144					Total	950	7,075	8,025		
+1 562 9295700										
<hr/>										
200311	Sub	J.R. FILANC CONST-SAN DIEGO, CA JOB 461-001 STORM DRAIN-EBERLY						JC	\$133,085.00	
Project Manager										
Bibayan, Farhorz D					01-25-2017	02-27-2017				
Customer										
County of San Diego, CA					42	422	422	0		
5555 Overland Avenue					Total	422	422			
San Diego										
San Diego CA 92123-1290										
+1 858 8744062										

JDE Job Number	200312	Role	Sub	Project Description	WEKA, INC -SANTA ANA (SAWPA) INLAND EMPIRE BRINE LINE REACH	Project Status	JC	Contract Value	\$3,504,400.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	01-02-2017	Project Close Date	10-11-2017	SIT	24	Total	10,739	SR's	0
						Total	10,739	Total	10,739		

Customer	Santa Ana Watershed Project Authority-Riverside, CA	Owner	Santa Ana Watershed Project Authority-Riverside, CA
11615 Sterling Avenue Riverside	11615 Sterling Avenue Riverside	Riverside CA 92503	Riverside CA 92503
+1 951 3544200	+1 951 3544200		

JDE Job Number	200314	Role	Prime	Project Description	SCHULTZ-PBF ENERGY TORRANCE REFINRE-POS000430130	Project Status	JC	Contract Value	\$360,910.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	02-17-2017	Project Close Date	03-30-2017	STD	30	Total	170	SR's	0
						Total	170	Total	170		

Customer	PBF-Torrance Refinery, CA	Owner	PBF-Torrance Refinery, CA
3700 W 190th St Los Angeles	3700 W 190th St Los Angeles	Torrance CA 90504	Torrance CA 90504
+1 310 2122800	+1 310 2122800		

JDE Job Number	200315	Role	Prime	Project Description	OTAY WATER DISTR,SAN DIEGO CO TRENCHLESS SEW,REHAB,CIP SZ044	Project Status	JC	Contract Value	\$352,821.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	01-24-2017	Project Close Date	10-27-2017	AIS	8	Total	3,490	SR's	56
						Total	3,490	Total	3,490		

Customer	Otay Water District	Owner	Otay Water District
2554 Sweetwater Springs Blvd San Diego	2554 Sweetwater Springs Blvd San Diego	Spring Valley CA 91978-2004	Spring Valley CA 91978-2004
+1 619 6702280	+1 619 6702280		

JDE Job Number	200316	Role	Sub	Project Description	TK CONSTRUCTION PALISADES SWR REHAB PHASE 1	Project Status	JC	Contract Value	\$84,387.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	01-26-2017	Project Close Date	08-31-2017	AIS	6	Total	1,054	SR's	15
Customer	Owner										
Lake Arrowhead Community Services District-Lake Arrowhead, CA						Lake Arrowhead Community Services District-Lake Arrowhead, CA					
28200 State Highway 189 Lower Village S P.O. Box 700 San Bernardino Lake Arrowhead CA 92352						28200 State Highway 189 Lower Village S P.O. Box 700 San Bernardino Lake Arrowhead CA 92352					
+1 909 3378555						+1 909 3378555					
Total						1,054		1,054			

JDE Job Number	200317	Role	Prime	Project Description	MERLIN JOHNSON CONST. EAST VALLEY WATER DIST.	Project Status	JC	Contract Value	\$31,500.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	03-23-2017	Project Close Date	06-02-2017	AIS	8	Total	340	SR's	21
Customer	Owner										
East Valley Water District PO Box 3427 San Bernardino CA 92413-3427						East Valley Water District PO Box 3427 San Bernardino CA 92413-3427					
+1 909 8899501						+1 909 8899501					
Total						340		340			

JDE Job Number	200318	Role	Sub	Project Description	SULLY-MILLER CONTRACTING CO. ARROYO DR AREA SWRST IMPRVMTS	Project Status	JC	Contract Value	\$75,161.00	Final Contract Amount
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Project Manager	Bibayan, Farboz D	Bid Date	09-15-2016	Project Close Date	06-02-2017	AIS	10	Total	516	SR's	20
Customer	Owner										
City of Fullerton, CA 303 West Commonwealth Avenue Orange Fullerton CA 92832						City of Fullerton, CA 303 West Commonwealth Avenue Orange Fullerton CA 92832					
+1 714 7385338						+1 714 7385338					
Total						972		972			

JDE Job Number	200319	Role	Prime	Project Description	CUCAMONGA VALLEY WATER DIST. SEWER MAIN RELINING AT VAR.LOC	Project Status	JC	Contract Value	\$115,571.00	Final Contract Amount			
Project Manager	Bibayan, Farboz D	Bid Date	03-16-2017	Project Close Date	08-24-2017			ILS	2,412	Total	2,412	SFR's	29
Customer	Cucamonga Valley Water District	Owner						Total	2,412	Total	2,412		
Customer		Owner											
Cucamonga Valley Water District		Cucamonga Valley Water District											
10440 Ashford St.		10440 Ashford St.											
San Bernardino		San Bernardino											
Rancho Cucamonga CA 91729-0638		Rancho Cucamonga CA 91729-0638											
+1 909 9872591		+1 909 9872591											

JDE Job Number	200320	Role	Prime	Project Description	CYPRESS CA, PROJECT 182 SEWER RELINING PROJECT 182	Project Status	JC	Contract Value	\$190,482.00	Final Contract Amount			
Project Manager	Bibayan, Farboz D	Bid Date	05-31-2017	Project Close Date	12-20-2017			AIS	2,558	Total	2,558	SFR's	61
Customer	City of Cypress, CA	Owner						Total	2,558	Total	2,558		
Customer		Owner											
City of Cypress, CA		City of Cypress, CA											
300 E Chapman Avenue		300 E Chapman Avenue											
Orange		Orange											
Cypress CA 90630		Cypress CA 90630											
+1 714 2296740		+1 714 2296740											

JDE Job Number	200321	Role	Prime	Project Description	OJAI VALLEY SANI DIST., 2017-07 2017 SEWER MAIN REHAB #2017-07	Project Status	JC	Contract Value	\$647,211.00	Final Contract Amount			
Project Manager	Bibayan, Farboz D	Bid Date	06-14-2017	Project Close Date	01-24-2018			AIS	356	Total	356	SFR's	233
Customer	Ojai Valley Sanitary District	Owner						Total	20,594	Total	20,594		
Customer		Owner											
Ojai Valley Sanitary District		Ojai Valley Sanitary District											
1072 Tico Road		1072 Tico Road											
Ventura		Ventura											
Ojai CA 93023		Ojai CA 93023											
+1 805 6465548		+1 805 6465548											

	AIS	Total	SFR's
6	356	356	233
8	11,447	11,447	
10	6,047	6,047	
12	2,744	2,744	
Total	20,594	20,594	

JDE Job Number	200322	Role	Sub	Project Description	FLATRION CONST. CORP. LA CANADA 48" STORM DRAIN	Project Status	JC	Contract Value	\$90,675.00	Final Contract Amount												
Project Manager	Bibayan, Farboz D	Bid Date	03-30-2017	Project Close Date	11-03-2017																	
Customer	Flatiron Construction-San Marcos, CA	Owner	City of La Canada Flintridge, CA																			
				1770 La Costa Meadows Dr.	1327 Foothill Boulevard																	
				San Diego	Los Angeles																	
				San Marcos CA 92078	La Canada Flintridge CA 91011-2137																	
				+1 760 9169100	+1 818 7908882																	
<table border="1"> <thead> <tr> <th></th> <th>STD</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>48</td> <td>150</td> <td>150</td> <td>0</td> </tr> <tr> <td>Total</td> <td>150</td> <td>150</td> <td></td> </tr> </tbody> </table>												STD	Total	SR's	48	150	150	0	Total	150	150	
	STD	Total	SR's																			
48	150	150	0																			
Total	150	150																				

JDE Job Number	200323	Role	Prime	Project Description	CO SANI DIST. OF LOS ANGELES CLAREMOUNT TRUNK EMERGENCY	Project Status	JC	Contract Value	\$40,573.00	Final Contract Amount												
Project Manager	Bibayan, Farboz D	Bid Date	08-18-2017	Project Close Date	11-07-2017																	
Customer	Los Angeles County-Whitter, CA-	Owner	Los Angeles County-Whitter, CA-																			
				Sanitation District	Sanitation District																	
				1955 Workman Mill Road	1955 Workman Mill Road																	
				Los Angeles	Los Angeles																	
				Whitter CA 90601-1415	Whitter CA 90601-1415																	
				+1 562 6997411	+1 562 6997411																	
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	AIS	Total	SR's																			
12	400	400	2																			
Total	400	400																				

JDE Job Number	200324	Role	Prime	Project Description	CO SANI DIST. OF LOS ANGELES JOINT OUTFALL B UNIT 1E TRUNK	Project Status	JC	Contract Value	\$624,619.03	Final Contract Amount																				
Project Manager	Bibayan, Farboz D	Bid Date	07-21-2017	Project Close Date	04-12-2018																									
Customer	Los Angeles County-Whitter, CA-	Owner	Los Angeles County-Whitter, CA-																											
				Sanitation District	Sanitation District																									
				1955 Workman Mill Road	1955 Workman Mill Road																									
				Los Angeles	Los Angeles																									
				Whitter CA 90601-1415	Whitter CA 90601-1415																									
				+1 562 6997411	+1 562 6997411																									
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	AIS	STD	Total	SR's																										
18	331	220	551	0																										
21	345	440	785																											
Total	676	660	1,336																											

JDE Job Number	200324	Role	Prime	Project Description	CO SANI DIST. OF LOS ANGELES JOINT OUTFALL B UNIT 1E TRUNK	Project Status	JC	Contract Value	\$624,619.03	Final Contract Amount																				
Project Manager	Bibayan, Farboz D	Bid Date	07-21-2017	Project Close Date	04-12-2018																									
Customer	Los Angeles County-Whitter, CA-	Owner	Los Angeles County-Whitter, CA-																											
				Sanitation District	Sanitation District																									
				1955 Workman Mill Road	1955 Workman Mill Road																									
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18	331	220	551	0																										
21	345	440	785																											
Total	676	660	1,336																											

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount												
200325	Sub	PACIFIC HYDROTECH CORP. NEWPORT COAST LIFT STA. REHAB	JC	\$491,345.00													
Project Manager																	
Bibayan, Farboz D		Bid Date: 06-20-2017 Project Close Date: 04-14-2018															
Customer																	
Irvine Ranch Water District	Owner	Irvine Ranch Water District															
15600 Sand Canyon Avenue		15600 Sand Canyon Avenue															
Orange		Orange															
Irvine CA 92618		Irvine CA 92618															
+1 949 4535300		+1 949 4535300															
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	SIT	Total	SRT's														
	12	2,078	0														
Total	2,078	2,078	0														

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																
200326	Prime	LOS ANGELES CO. SAINT DIST. MONTEREY PARK RELIEF SEWER REH	JC	\$491,854.00																	
Project Manager																					
Bibayan, Farboz D		Bid Date: 08-31-2017 Project Close Date: 04-27-2018																			
Customer																					
Los Angeles County-Whittier, CA- Sanitation District	Owner	Los Angeles County-Whittier, CA- Sanitation District																			
1955 Workman Mill Road		1955 Workman Mill Road																			
Los Angeles		Los Angeles																			
Whittier CA 90601-1415		Whittier CA 90601-1415																			
+1 562 6997411		+1 562 6997411																			
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	AIS	Total	SRT's																		
	8	2,742	172																		
	15	333	333																		
Total	3,075	3,075	3,075																		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount												
200327	Sub	CHULA VISTA, CA (FY 2013/2014) JOB CIP SW280	JC	\$606,471.00													
Project Manager																	
Bibayan, Farboz D		Bid Date: 07-19-2017 Project Close Date: 05-07-2018															
Customer																	
City of Chula Vista, CA	Owner	City of Chula Vista, CA															
1800 Maxwell Rd.		1800 Maxwell Rd.															
San Diego		San Diego															
Chula Vista CA 91910-3816		Chula Vista CA 91910-3816															
+1 619 6915021		+1 619 6915021															
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	AIS	Total	SRT's														
	8	6,657	91														
Total	6,657	6,657	6,657														

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																																
200328	Prime	IRVINE RNCN WTR DIST-2017 SWR REHAB PROJECT PR 07100	JC	\$233,114.50																																																	
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Project Manager	Bid Date	Project Close Date	AIS	Total	SFR's																																																
Bibayan, Farboz D	09-28-2017	02-02-2018	8	2,015	21																																																
Customer			10	1,145																																																	
Irvine Ranch Water District			15	160																																																	
15600 Sand Canyon Avenue			Total	3,320	3,320																																																
Orange																																																					
Irvine CA 92618																																																					
+1 949 4535300																																																					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																																
200329	Prime	CHARLES KING CO, NEWPORT BEACH EAST LIDO FORCE MAIN REHAB	JC	\$355,000.00																																																	
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>SIT</th> <th>Total</th> <th>SFR's</th> </tr> </thead> <tbody> <tr> <td>Bibayan, Farboz D</td> <td>07-25-2017</td> <td>12-08-2018</td> <td>16</td> <td>385</td> <td>0</td> </tr> <tr> <td colspan="3">Customer</td> <td>20</td> <td>396</td> <td></td> </tr> <tr> <td>Orange County Sanitation District- Fountain Valley, CA</td> <td></td> <td></td> <td>Total</td> <td>781</td> <td>781</td> </tr> <tr> <td>10844 Ellis Avenue</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Orange</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Fountain Valley CA 92708</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>+1 714 9622411</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	SIT	Total	SFR's	Bibayan, Farboz D	07-25-2017	12-08-2018	16	385	0	Customer			20	396		Orange County Sanitation District- Fountain Valley, CA			Total	781	781	10844 Ellis Avenue						Orange						Fountain Valley CA 92708						+1 714 9622411					
Project Manager	Bid Date	Project Close Date	SIT	Total	SFR's																																																
Bibayan, Farboz D	07-25-2017	12-08-2018	16	385	0																																																
Customer			20	396																																																	
Orange County Sanitation District- Fountain Valley, CA			Total	781	781																																																
10844 Ellis Avenue																																																					
Orange																																																					
Fountain Valley CA 92708																																																					
+1 714 9622411																																																					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																																
200330	Prime	CHARLES KING CO, -LA COUNTY JOINT OUTFALL B UNIT 6H TRUNK	JC	\$146,977.50																																																	
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SFR's</th> </tr> </thead> <tbody> <tr> <td>Bibayan, Farboz D</td> <td>08-24-2017</td> <td>02-07-2018</td> <td>20</td> <td>168</td> <td>0</td> </tr> <tr> <td colspan="3">Customer</td> <td>24</td> <td>416</td> <td></td> </tr> <tr> <td>Los Angeles County-Whittier, CA- Sanitation District</td> <td></td> <td></td> <td>Total</td> <td>584</td> <td>584</td> </tr> <tr> <td>1955 Workman Mill Road</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Los Angeles</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Whittier CA 90601-1415</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>+1 562 6997411</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SFR's	Bibayan, Farboz D	08-24-2017	02-07-2018	20	168	0	Customer			24	416		Los Angeles County-Whittier, CA- Sanitation District			Total	584	584	1955 Workman Mill Road						Los Angeles						Whittier CA 90601-1415						+1 562 6997411					
Project Manager	Bid Date	Project Close Date	AIS	Total	SFR's																																																
Bibayan, Farboz D	08-24-2017	02-07-2018	20	168	0																																																
Customer			24	416																																																	
Los Angeles County-Whittier, CA- Sanitation District			Total	584	584																																																
1955 Workman Mill Road																																																					
Los Angeles																																																					
Whittier CA 90601-1415																																																					
+1 562 6997411																																																					



JDE Job Number	200331	Role	Prime	Project Description	CYPRESS, CA - PROJECT 200 SEWER RELINING PROJECT 200	Project Status	JC	Contract Value	\$268,435.00	Final Contract Amount
Project Manager	Bibayan, Farboz D	Bid Date	11-01-2017	Project Close Date	03-02-2018					
Customer	City of Cypress, CA	Owner	City of Cypress, CA							
300 E Chapman Avenue		300 E Chapman Avenue								
Orange		Orange								
Cypress CA 90630		Cypress CA 90630								
+1 714 2296740		+1 714 2296740								
				AIS	Total	SR's				
				8	3,010	3,010	82			
				10	526	526				
				15	330	330				
				Total	3,866	3,866				

JDE Job Number	200333	Role	Prime	Project Description	FLUOR ENTERPRISES, ING -PE&G PG&E DIABLO CANYON- UNIT 2	Project Status	JC	Contract Value	\$829,796.50	Final Contract Amount
Project Manager	Bibayan, Farboz D	Bid Date	12-12-2017	Project Close Date	03-26-2018					
Customer	Owner									
Pacific Gas and Electric Company (PG&E) - Avila Beach, CA-Diablo Canyon Power Plant		Pacific Gas and Electric Company (PG&E) - Avila Beach, CA-Diablo Canyon Power Plant								
P. O. Box 56		P. O. Box 56								
San Luis Obispo		San Luis Obispo								
Avila Beach CA 93424		Avila Beach CA 93424								
+1 805 5465280		+1 805 5465280								
				PPL	Total	SR's				
				20	95	95	0			
				Total	95	95				

JDE Job Number	200334	Role	Prime	Project Description	ALHAMBRA, CA - No. N2M17-137 CYPRESS, ESSEXFELLS, VEGA &	Project Status	JC	Contract Value	\$296,154.00	Final Contract Amount
Project Manager	Bibayan, Farboz D	Bid Date	01-04-2018	Project Close Date	06-12-2018					
Customer	City of Alhambra, CA	Owner	City of Alhambra, CA							
68 S 1st Street		68 S 1st Street								
Los Angeles		Los Angeles								
Alhambra CA 91801-3796		Alhambra CA 91801-3796								
+1 626 5705011		+1 626 5705011								
				AIS	Total	SR's				
				8	597	597	15			
				12	324	324				
				Total	921	921				

Customer	City of Alhambra, CA	Owner	City of Alhambra, CA
68 S 1st Street		68 S 1st Street	
Los Angeles		Los Angeles	
Alhambra CA 91801-3796		Alhambra CA 91801-3796	
+1 626 5705011		+1 626 5705011	

JDE Job Number	200335	Role	Prime	Project Description	YORBA LINDA WATER DISTRICT 2018 SEW.MAIN CIPP,CA#J2017-37S	Project Status	JC	Contract Value	\$166,110.90	Final Contract Amount
Project Manager	Padilla, Adrian Miguel	Bid Date	01-31-2018	Project Close Date	08-03-2018					
Customer	Owner									
Yorba Linda Water District - Placentia, CA	Yorba Linda Water District - Placentia, CA									
1717 E Mira Loma Avenue	1717 E Mira Loma Avenue									
Orange	Orange									
Placentia CA 92870	Placentia CA 92870									
+1 714 7013106	+1 714 7013106									
		AIS	Total	SFR's						
		8	2,745	2,745	15					
		10	401	401						
		12	85	85						
		Total	3,231	3,231						

JDE Job Number	200336	Role	Prime	Project Description	BAKERSFIELD CA, CAMPUS PARK CAMPUS PARK AREA SEWER REHAB	Project Status	JC	Contract Value	\$1,955,378.93	Final Contract Amount
Project Manager	Bibayan, Farhorz D	Bid Date	02-15-2018	Project Close Date	07-26-2018					
Customer	Owner									
City of Bakersfield, CA-*Main	City of Bakersfield, CA-*Main									
1501 Truxtun Avenue	1501 Truxtun Avenue									
Kern	Kern									
Bakersfield CA 93301-5270	Bakersfield CA 93301-5270									
+1 661 3263781	+1 661 3263781									
		AIS	Total	SFR's						
		30	169	169	0					
		39	6,813	6,813						
		42	158	158						
		Total	7,140	7,140						

JDE Job Number	200337	Role	Prime	Project Description	SOUTH BAY CITIES SANIT.D LA CO PLAZA TRUNK SEW,REHAB,CT#5086	Project Status	JC	Contract Value	\$737,400.00	Final Contract Amount
Project Manager	Bibayan, Farhorz D	Bid Date	02-01-2018	Project Close Date	06-29-2018					
Customer	Owner									
Los Angeles County-Whittier, CA- Sanitation District	Los Angeles County-Whittier, CA- Sanitation District									
1955 Workman Mill Road	1955 Workman Mill Road									
Los Angeles	Los Angeles									
Whittier CA 90601-1415	Whittier CA 90601-1415									
+1 562 6997411	+1 562 6997411									
		AIS	Total	SFR's						
		10	1,855	1,855	23					
		12	1,514	1,514						
		Total	3,369	3,369						

JDE Job Number	200338	Role	Prime	Project Description	LONG BEACH CA, PRJ. 2(SC-0304) SANIT. SEW. REH. PJ.2 (SC-0304)	Project Status	JC	Contract Value	\$412,886.00	Final Contract Amount																
Project Manager	Bibayan, Fariborz D	Bid Date	01-18-2018	Project Close Date	11-09-2018																					
Customer	Long Beach Water Department	Owner	Long Beach Water Department																							
		1800 E Wardlow Road	Los Angeles																							
		Long Beach CA 90807-4994	Long Beach CA 90807-4994																							
		+1 562 5702336	+1 562 5702336																							
<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>Total</th> <th>SRs</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>8,590</td> <td>8,590</td> <td>261</td> </tr> <tr> <td>10</td> <td>324</td> <td>324</td> <td></td> </tr> <tr> <td>Total</td> <td>8,914</td> <td>8,914</td> <td></td> </tr> </tbody> </table>												AIS	Total	SRs	8	8,590	8,590	261	10	324	324		Total	8,914	8,914	
	AIS	Total	SRs																							
8	8,590	8,590	261																							
10	324	324																								
Total	8,914	8,914																								

JDE Job Number	200339	Role	Prime	Project Description	CO SANI DIST OF LOS ANGELES 16 MONTEREY HILLS TRUNK REHAB	Project Status	JC	Contract Value	\$53,721.00	Final Contract Amount												
Project Manager	Padilla, Adrian Miguel	Bid Date	03-27-2018	Project Close Date	09-04-2018																	
Customer	Los Angeles County-Whittier, CA-Sanitation District	Owner	Los Angeles County-Whittier, CA-Sanitation District																			
		1955 Workman Mill Road	Los Angeles																			
		Whittier CA 90601-1415	Whittier CA 90601-1415																			
		+1 562 6997411	+1 562 6997411																			
<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>Total</th> <th>SRs</th> </tr> </thead> <tbody> <tr> <td>15</td> <td>367</td> <td>367</td> <td>0</td> </tr> <tr> <td>Total</td> <td>367</td> <td>367</td> <td></td> </tr> </tbody> </table>												AIS	Total	SRs	15	367	367	0	Total	367	367	
	AIS	Total	SRs																			
15	367	367	0																			
Total	367	367																				

JDE Job Number	200340	Role	Prime	Project Description	LAKE ARROWHEAD COMM. SVCS DIST AQUA FRIA/BLEU JAV SLIP LINING	Project Status	JC	Contract Value	\$268,199.00	Final Contract Amount												
Project Manager	Padilla, Adrian Miguel	Bid Date	04-12-2018	Project Close Date	10-19-2018																	
Customer	Lake Arrowhead Community Services District-Lake Arrowhead, CA	Owner	Lake Arrowhead Community Services District-Lake Arrowhead, CA																			
		28200 State Highway 189 Lower Village S	28200 State Highway 189 Lower Village S																			
		P.O. Box 700	P.O. Box 700																			
		San Bernardino	San Bernardino																			
		Lake Arrowhead CA 92352	Lake Arrowhead CA 92352																			
		+1 909 3378555	+1 909 3378555																			
<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>Total</th> <th>SRs</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>5,306</td> <td>5,306</td> <td>53</td> </tr> <tr> <td>Total</td> <td>5,306</td> <td>5,306</td> <td></td> </tr> </tbody> </table>												AIS	Total	SRs	8	5,306	5,306	53	Total	5,306	5,306	
	AIS	Total	SRs																			
8	5,306	5,306	53																			
Total	5,306	5,306																				

JDE Job Number	200341	Role	Prime	Project Description	CO SANI DIST 2 OF LOS ANGELES OLD SCHOOL RIVER RD. PHASE 2	Project Status	JC	Contract Value	\$2,296,468.00	Final Contract Amount
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Project Manager	Padilla, Adrian Miguel	Bid Date	04-17-2018	Project Close Date	12-04-2018					
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Customer	Owner	AIS	STD	Total	SR's
Los Angeles County-Whittier, CA-Sanitation District	Los Angeles County-Whittier, CA-Sanitation District	18	442	100	542
1955 Workman Mill Road	1955 Workman Mill Road	24	2,539		2,539
Los Angeles	Los Angeles	27	1,856		1,856
Whittier CA 90601-1415	Whittier CA 90601-1415	33		167	167
		Total	4,837	267	5,104

Customer	Los Angeles County-Whittier, CA-Sanitation District	Owner	Los Angeles County-Whittier, CA-Sanitation District
1955 Workman Mill Road	1955 Workman Mill Road	Los Angeles	Los Angeles
Whittier CA 90601-1415	Whittier CA 90601-1415		
+1 562 6997411	+1 562 6997411		

JDE Job Number	200343	Role	Prime	Project Description	FALLBROOK PUBLIC UTIL.DIS.FY18 SEW.MAINLINE&MH RELINING FY18	Project Status	JC	Contract Value	\$259,415.00	Final Contract Amount
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Project Manager	Padilla, Adrian Miguel	Bid Date	06-13-2018	Project Close Date	01-16-2019					
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Customer	Owner	AIS	Total	SR's
Fallbrook Public Utility District	Fallbrook Public Utility District	8	702	702
990 E Mission Road	990 E Mission Road	12	988	988
San Diego	San Diego	Total	1,690	1,690
Fallbrook CA 92028-2232	Fallbrook CA 92028-2232			
+1 760 7281125	+1 760 7281125			

Customer	Fallbrook Public Utility District	Owner	Fallbrook Public Utility District
990 E Mission Road	990 E Mission Road	San Diego	San Diego
Fallbrook CA 92028-2232	Fallbrook CA 92028-2232		
+1 760 7281125	+1 760 7281125		

JDE Job Number	200344	Role	Sub	Project Description	GSE CONST., BAKERSFIELD, CA WWTP No.2 #SC-702-004	Project Status	JC	Contract Value	\$303,600.00	Final Contract Amount
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Project Manager	Padilla, Adrian Miguel	Bid Date	09-07-2018	Project Close Date	10-15-2018					
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Customer	Owner	AIS	Total	SR's
GSE Construction-Livermore, CA	City of Bakersfield, CA-Main	60	250	250
6850 Preston Ave	1501 Truxtun Avenue	Total	250	250
Alameda	Kern			
Livermore CA 94551	Bakersfield CA 93301-5270			
+1 925 4470292	+1 661 3263781			

Customer	GSE Construction-Livermore, CA	Owner	City of Bakersfield, CA-Main
6850 Preston Ave	1501 Truxtun Avenue		
Alameda	Kern		
Livermore CA 94551	Bakersfield CA 93301-5270		
+1 925 4470292	+1 661 3263781		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																				
200345	Sub	MIKE PRILICH & SONS, LOS ANGELES HIGHLAND PARK/EAGLE ROCK REHAB	JC	\$274,255.00																																					
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Bibayan, Farboz D</td> <td>03-28-2018</td> <td>05-09-2019</td> <td>16</td> <td>440</td> <td>23</td> </tr> <tr> <td></td> <td></td> <td></td> <td>18</td> <td>805</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>21</td> <td>368</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>Total</td> <td>1,613</td> <td>1,613</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Bibayan, Farboz D	03-28-2018	05-09-2019	16	440	23				18	805					21	368					Total	1,613	1,613						
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																																				
Bibayan, Farboz D	03-28-2018	05-09-2019	16	440	23																																				
			18	805																																					
			21	368																																					
			Total	1,613	1,613																																				
<table border="1"> <thead> <tr> <th>Customer</th> <th>Owner</th> </tr> </thead> <tbody> <tr> <td>City of Los Angeles, CA-Dept of Public Works</td> <td>City of Los Angeles, CA-Dept of Public Works</td> </tr> <tr> <td>1149 S Broadway - 6th Floor Los Angeles Los Angeles CA 90015</td> <td>1149 S Broadway - 6th Floor Los Angeles Los Angeles CA 90015</td> </tr> <tr> <td>+1 213 8475167</td> <td>+1 213 8475167</td> </tr> </tbody> </table>						Customer	Owner	City of Los Angeles, CA-Dept of Public Works	City of Los Angeles, CA-Dept of Public Works	1149 S Broadway - 6th Floor Los Angeles Los Angeles CA 90015	1149 S Broadway - 6th Floor Los Angeles Los Angeles CA 90015	+1 213 8475167	+1 213 8475167																												
Customer	Owner																																								
City of Los Angeles, CA-Dept of Public Works	City of Los Angeles, CA-Dept of Public Works																																								
1149 S Broadway - 6th Floor Los Angeles Los Angeles CA 90015	1149 S Broadway - 6th Floor Los Angeles Los Angeles CA 90015																																								
+1 213 8475167	+1 213 8475167																																								
200346	Prime	POWAY CA, 2018-2019, BID#19-007 2018-2019 CMP ANNUAL REPAIR	JC	\$237,784.00																																					
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Bibayan, Farboz D</td> <td>09-04-2018</td> <td>03-27-2019</td> <td>18</td> <td>247</td> <td>1</td> </tr> <tr> <td></td> <td></td> <td></td> <td>21</td> <td>76</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>24</td> <td>703</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>30</td> <td>189</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>Total</td> <td>1,215</td> <td>1,215</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	AIS	Total	SR's	Bibayan, Farboz D	09-04-2018	03-27-2019	18	247	1				21	76					24	703					30	189					Total	1,215	1,215
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's																																				
Bibayan, Farboz D	09-04-2018	03-27-2019	18	247	1																																				
			21	76																																					
			24	703																																					
			30	189																																					
			Total	1,215	1,215																																				
<table border="1"> <thead> <tr> <th>Customer</th> <th>Owner</th> </tr> </thead> <tbody> <tr> <td>City of Poway, CA</td> <td>City of Poway, CA</td> </tr> <tr> <td>13325 Civic Center Drive San Diego Poway CA 92064-5755</td> <td>13325 Civic Center Drive San Diego Poway CA 92064-5755</td> </tr> <tr> <td>+1 858 7486600</td> <td>+1 858 7486600</td> </tr> </tbody> </table>						Customer	Owner	City of Poway, CA	City of Poway, CA	13325 Civic Center Drive San Diego Poway CA 92064-5755	13325 Civic Center Drive San Diego Poway CA 92064-5755	+1 858 7486600	+1 858 7486600																												
Customer	Owner																																								
City of Poway, CA	City of Poway, CA																																								
13325 Civic Center Drive San Diego Poway CA 92064-5755	13325 Civic Center Drive San Diego Poway CA 92064-5755																																								
+1 858 7486600	+1 858 7486600																																								
200349	Sub	BH ENERGY - PG&E DIABLO CANYON CAST IRON PIPE REPAIR NUCLEAR	JC	\$1,345,878.00																																					
<table border="1"> <thead> <tr> <th>Project Manager</th> <th>Bid Date</th> <th>Project Close Date</th> <th>SIT</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>Bibayan, Farboz D</td> <td>12-03-2018</td> <td>03-22-2019</td> <td>20</td> <td>85</td> <td>0</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Total</td> <td>85</td> <td>85</td> </tr> </tbody> </table>						Project Manager	Bid Date	Project Close Date	SIT	Total	SR's	Bibayan, Farboz D	12-03-2018	03-22-2019	20	85	0				Total	85	85																		
Project Manager	Bid Date	Project Close Date	SIT	Total	SR's																																				
Bibayan, Farboz D	12-03-2018	03-22-2019	20	85	0																																				
			Total	85	85																																				
<table border="1"> <thead> <tr> <th>Customer</th> <th>Owner</th> </tr> </thead> <tbody> <tr> <td>Fluor Daniel Inc</td> <td>Pacific Gas and Electric Company (PG&E) - Avila Beach, CA-Diablo Canyon Power Plant</td> </tr> <tr> <td>100 Fluor Daniel Drive Greenville Greenville SC 29607-2770</td> <td>P.O. Box 56 San Luis Obispo Avila Beach CA 93424</td> </tr> <tr> <td>+1 864 2814400</td> <td>+1 805 5465280</td> </tr> </tbody> </table>						Customer	Owner	Fluor Daniel Inc	Pacific Gas and Electric Company (PG&E) - Avila Beach, CA-Diablo Canyon Power Plant	100 Fluor Daniel Drive Greenville Greenville SC 29607-2770	P.O. Box 56 San Luis Obispo Avila Beach CA 93424	+1 864 2814400	+1 805 5465280																												
Customer	Owner																																								
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100 Fluor Daniel Drive Greenville Greenville SC 29607-2770	P.O. Box 56 San Luis Obispo Avila Beach CA 93424																																								
+1 864 2814400	+1 805 5465280																																								

JDE Job Number	200350	Role	Prime	Project Description	CYPRESS, CA - CDBG PROJECT 218 SEWER REHAB PROJECT 218	Project Status	JC	Contract Value	\$103,040.00	Final Contract Amount
Project Manager	Padilla, Adrian Miguel		Bid Date	02-06-2019	Project Close Date	05-17-2019				
Customer	City of Cypress, CA		Owner							
300 E Chapman Avenue		300 E Chapman Avenue								
Orange		Orange								
Cypress CA 90630		Cypress CA 90630								
+1 714 2296740		+1 714 2296740								
				AIS	Total	SR's				
				8	671	671	12			
				Total	671	671				

JDE Job Number	200352	Role	Sub	Project Description	SPLEISS CONST. CO., PISMO BEACH ARROYO GRANDE BLUFF SWR PROJE	Project Status	JC	Contract Value	\$4,950.00	Final Contract Amount
Project Manager	Bibayan, Farboz D		Bid Date	02-14-2019	Project Close Date	05-31-2019				
Customer	Spiess Construction Company, Inc.- SCCI Tanks-Santa Maria, CA		Owner							
1110 East Clark Avenue		760 Mattie Road								
POBox 249		San Luis Obispo								
Santa Barbara		Pismo Beach CA 93449								
+1 805 9375859		+1 805 7734656								
				AIS	Total	SR's				
				15	198	198	1			
				Total	198	198				

JDE Job Number	200353	Role	Prime	Project Description	SOLVANG, CA - MISSION DR. PW118 SWR MAIN CROSSING REPAIR PW118	Project Status	JC	Contract Value	\$69,994.00	Final Contract Amount
Project Manager	Bibayan, Farboz D		Bid Date	03-05-2019	Project Close Date	05-31-2019				
Customer	City of Solvang, CA		Owner							
PO Box 107		PO Box 107								
Santa Barbara		Santa Barbara								
Solvang CA 93464-0107		Solvang CA 93464-0107								
+1 805 6885575		+1 805 6885575								
				AIS	Total	SR's				
				12	185	185	0			
				Total	185	185				

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200365	Prime	LONG BEACH, CA #3(SSRRP-3) SANIT SEW. REH. PJ.3 (SSRRP-3)	JC	\$374,458.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Bibayan, Farhorz D	02-07-2019	11-15-2019	8	9,068	262
Customer		Owner	10	514	
			Total	9,582	9,582

Long Beach Water Department	Long Beach Water Department
1800 E Wardlow Road	1800 E Wardlow Road
Los Angeles	Los Angeles
Long Beach CA 90807-4994	Long Beach CA 90807-4994
+1 562 5702336	+1 562 5702336

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200359	Prime	PACIFIC HYDROTECH CRP, N.TUSKIN PEACOCK RESERVOIR TEMP. TANKS	JC	\$45,280.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Bibayan, Farhorz D	02-01-2019	08-09-2019	16	86	86
Customer		Owner	Total	86	86

Pacific Hydrotech Corporation	Pacific Hydrotech Corporation
314 E. 3rd. St.	314 E. 3rd. St.
Riverside	Riverside
Perris CA 92570	Perris CA 92570
+1 951 9438803	+1 951 9438803

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200360	Prime	COLTON, CA - FY 18-19 FY18-19 SWR LINING PROJECT	JC	\$333,921.00	

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Bibayan, Farhorz D	05-16-2019	10-04-2019	6	1,180	192
Customer		Owner	8	4,409	
			10	1,978	1,978
			12	173	173
			18	350	350
			Total	8,090	8,090

City of Colton, CA	City of Colton, CA
1201 S Rancho Avenue	1201 S Rancho Avenue
San Bernardino	San Bernardino
Colton CA 92324-3342	Colton CA 92324-3342
+1 909 3705179	+1 909 3705179

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200362	Sub	CHARLES KING CO., LACSD LAKEWOOD EMERGENCY 33* PRJT	JC	\$141,195.00	
Project Manager		Bid Date	Project Close Date	AIS	Total
Padilla, Adrian Miguel		08-02-2019	09-03-2019	33	373
Customer		Owner	SR's	Total	
Charles King Company-San Marcos, CA		Los Angeles County-Whiter,CA-Sanitation District	1	373	373
228 Navajo Street San Marcos CA 92078		1955 Workman Mill Road Los Angeles Whitler CA 90601-1415			
+1 760 7369990		+1 562 6997411			
JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200369	Prime	ALHAMBRA,CA- VEGA ST. EASEMENT EMERGENCY REPAIR VEGA ST.	JC	\$30,380.00	
Project Manager		Bid Date	Project Close Date	AIS	Total
Padilla, Adrian Miguel		11-01-2019	11-12-2019	8	208
Customer		Owner	SR's	Total	
City of Alhambra, CA		City of Alhambra, CA	5	208	208
68 S 1st Street Los Angeles Alhambra CA 91801-3796		68 S 1st Street Los Angeles Alhambra CA 91801-3796			
+1 626 5705011		+1 626 5705011			
JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200371	Prime	COUNTY SANITATION DIST/ LA CO. VALENCIA TRUNK REHAB DIST 32	JC	\$94,785.00	
Project Manager		Bid Date	Project Close Date	AIS	Total
Padilla, Adrian Miguel		10-25-2019	01-13-2020	24	235
Customer		Owner	SR's	Total	
Los Angeles County-Whiter,CA-Sanitation District		Los Angeles County-Whiter,CA-Sanitation District	0	235	235
1955 Workman Mill Road Los Angeles Whitler CA 90601-1415		1955 Workman Mill Road Los Angeles Whitler CA 90601-1415			
+1 562 6997411		+1 562 6997411			

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200372	Prime	TEMESCAL VALLEY WATER DIST. TEMESCAL CANYON WATERLINE	JC	\$90,141.63	

Project Manager	Bid Date	Project Close Date	A/S	Total	SR's
Bibayan, Farboorz D	11-08-2019	01-10-2020	15	438	0
			Total	438	438

Customer	Owner
Temescal Valley Water District- Temescal Valley, CA	Temescal Valley Water District- Temescal Valley, CA
22646 Temescal Canyon Road Riverside Temescal Valley CA 92883	22646 Temescal Canyon Road Riverside Temescal Valley CA 92883
+1 951 2771414	+1 951 2771414



Proprietary Property and Trade Secret of Aquion, Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited

Last Refresh Date: 08-25-2025

Contract Qualification Closed Projects (2013 - Present) - Detail Contract Value

Project IDE Job Number	Contract Value	Final Contract Amount
19077201	\$116,086.35	
19077202	\$271,524.30	
190775	\$123,700.00	
190783	\$527,053.00	
190785	\$109,432.00	
190786	\$186,475.80	
190787	\$98,987.00	
190788	\$163,590.00	
190789	\$483,268.50	
190790	\$924,225.60	
190791	\$519,909.75	
190792	\$1,582,326.20	
190793	\$203,060.00	
190794	\$1,789,468.00	
190795	\$1,481,080.00	
190796	\$1,304,800.80	
190797	\$211,470.00	
190798	\$104,995.60	
190799	\$427,321.00	
190800	\$455,467.00	
190801	\$447,934.00	
190802	\$1,618,265.00	
190803	\$1,088,300.00	
190804	\$5,541,630.00	
190805	\$2,792,000.00	
190806	\$409,486.00	
190807	\$1,702,029.00	
190810	\$66,450.00	
190811	\$116,880.00	
190813	\$344,002.00	
190814	\$221,805.00	
190817	\$433,855.00	
190818	\$198,902.00	
190819	\$320,300.00	

Project JDE Job Number	Contract Value	Final Contract Amount
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190820	\$134,794.00	
190822	\$1,317,258.00	
190823	\$162,078.00	
190825	\$138,060.00	
190826	\$916,911.00	
190829	\$150,664.00	
200177	\$4,737,871.50	
200196	\$10,616,947.32	
200259	\$66,060.00	
200262	\$102,642.20	
200264	\$4,566,700.40	
200267	\$74,217.00	
200268	\$1,588,971.00	
200269	\$111,544.68	
200270	\$374,898.57	
200271	\$119,577.00	
200272	\$65,994.90	
200273	\$18,000.00	
200274	\$503,000.00	
200275	\$69,931.00	
200276	\$85,470.00	
200277	\$117,000.00	
200278	\$497,983.00	
200279	\$248,525.00	
200280	\$30,040.00	
200281	\$75,560.00	
200282	\$148,185.00	
200283	\$799,128.30	
200284	\$218,458.00	
200285	\$683,549.03	
200286	\$0.00	
200287	\$748,460.00	
200288	\$139,922.00	
200289	\$2,066,379.00	
200290	\$44,810.00	
200291	\$95,938.00	
200292	\$624,622.00	
200293	\$251,500.00	



Project JDE Job Number	Contract Value	Final Contract Amount
200294	\$2,383,498.00	
200295	\$348,160.00	
200296	\$57,750.00	
200297	\$99,800.00	
200298	\$172,602.00	
200299	\$252,638.00	
200300	\$70,430.00	
200310	\$237,530.30	
200311	\$133,085.00	
200312	\$3,504,400.00	
200314	\$360,910.00	
200315	\$352,821.00	
200316	\$84,387.00	
200317	\$31,500.00	
200318	\$75,161.00	
200319	\$115,571.00	
200320	\$190,482.00	
200321	\$647,211.00	
200322	\$90,675.00	
200323	\$40,573.00	
200324	\$624,619.03	
200325	\$491,345.00	
200326	\$491,854.00	
200327	\$606,471.00	
200328	\$233,114.50	
200329	\$355,000.00	
200330	\$146,977.50	
200331	\$268,435.00	
200333	\$829,796.50	
200334	\$296,154.00	
200335	\$166,110.90	
200336	\$1,955,378.93	
200337	\$737,400.00	
200338	\$412,886.00	
200339	\$53,721.00	
200340	\$268,199.00	
200341	\$2,296,468.00	
200343	\$259,415.00	

Project JDE Job Number	Contract Value	Final Contract Amount
200344	\$303,600.00	
200345	\$274,255.00	
200346	\$237,784.00	
200349	\$1,345,878.00	
200350	\$109,040.00	
200352	\$4,950.00	
200353	\$69,994.00	
200355	\$374,458.00	
200359	\$45,280.00	
200360	\$333,921.00	
200362	\$141,195.00	
200369	\$30,380.00	
200371	\$94,785.00	
200372	\$90,141.63	
\$82,289,920.09		



Raul Ruiz
10260 Matern Place
Santa Fe Springs, CA 90670

PROFESSIONAL SKILLS

- Direct, coordinate and supervise activities of field operations including subcontractors
- Supervise field personnel to complete multitask projects;
- Coordinate field operations with general and sub-contractors, municipal inspectors, government agencies, businesses, and residents
- Maintain records, compile monthly progress billings, and complete close-out in a timely manner
- Manage field costs and time to bring project in under budget
- Oversee and implement safety programs to provide a safe working environment for field personnel
- Analyze quality control issues
- Oversee resource allocation and use including equipment, materials and labor
- Compile and purchase materials and equipment
- Engineer new designs for equipment
- Obtain required permits
- Create, update and apply project schedules to ensure work is completed without conflicts and within allotted contract time.
- Review project requirements to determine how and when the project will be completed

EXPERIENCE

03/98
to Present **INSITUFORM TECHNOLOGIES, INC.**
1400 Orangethorpe Ave
Fullerton, CA 92831

Superintendent/General Superintendent. Manage activities including employees, scheduling, safety and equipment. Responsible for personnel, accounting, procurement and time keeping. Representative projects include:

- City of Huntington Beach, 39,689' of 8-15" Huntington Harbour Sewer Project, Huntington Beach CA.;
- City of Thousand Oaks, 6,619' 10-36" – Interceptor CIP Phase 1A-Lining of Units B1,C1, Thousand Oaks, CA
- South San Luis Obispo County Sanitation – 650'-12-24"-Storm drain Rehabilitation-South San Luis Obispo County, CA
- City of Beverly Hills, CA – 106,000 LF 6" -15" CIPP Sewer

07/96
to 3/98

INSITUFORM TECHNOLOGIES, INC.
1400 Orangethorpe Ave
Fullerton, CA 92831

Fernando Avila
Page 2

Foreman. Responsible for leading crews in Insitutube installations and reinstating service connections. Also responsible for TV inspections, direct post-video production, and pipeline analysis

CERTIFICATES

- First Aid
- CPR
- Hazwopper 40
- Haz Communication Person
- NASSCO CIPP
- Boiler Operator
- Confined Space Entry
- Respiratory Safety
- Forklift

Contractor Information

Legal Entity Name

INSITUFORM TECHNOLOGIES, LLC

Legal Entity Type

LLC

Status

Active

Registration Number

1000009689

Registration effective date

7/1/2019

Registration expiration date

6/30/2022

Mailing Address

17988 EDISON AVENUE CHESTERFIELD 63105 MO United States of...

Physical Address

17988 EDISON AVENUE CHESTERFIELD 63105 MO United States of...

Email Address**Trade Name/DBA**

INSITUFORM TECHNOLOGIES, LLC

License Number(s)

CSLB:758411

Registration History

Effective Date	Expiration Date
5/16/2018	6/30/2019
5/17/2017	6/30/2018
5/10/2016	6/30/2017
6/29/2015	6/30/2016
2/13/2015	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:result[iCtr].License_RegistrationRoot.Registration_Accounts__[regAccts].Corp_or_LLC_ID__c**Federal Employment Identification Number:Member Name(s):****Agent of Service Name:**

CORPORATION SERVICE COMPANY

Agent of Service Mailing Address:

2730 GATEWAY OAKS DRIVE - SUITE 100 SACRAMENTO 95833 CA United States of America

Workers Compensation

Do you lease employees through No**Professional Employer****Organization (PEO)?:****Please provide your current workers compensation insurance information below:**

PEO InformationName	PEO Phone	PEO Email
---------------------	-----------	-----------

Insured by Carrier

Policy Holder Name:INSITUFORM TECHNOLOGIES, LLC**Insurance Carrier:**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA**Policy Number:**WLRC65224987**Inception date:**6/30/2018**Expiration Date:**6/30/2019



Contractor's License Detail for License # 758411

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

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

Data current as of 9/25/2020 2:41:39 PM

Business Information

INSITUFORM TECHNOLOGIES LLC
17988 EDISON AVENUE
CHESTERFIELD, MO 63005
Business Phone Number:(636) 530-8607

Entity Ltd Liability
Issue Date 01/26/1999
Reissue Date 07/13/2012
Expire Date **07/31/2022**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA](#).

Bond Number: 105864392

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA](#).

Bond Number: 105799646

Bond Amount: \$100,000

Effective Date: 07/13/2012

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **106290628** for AMAL BHASKAR TOKE in the amount of **\$12,500** with [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA](#).

Effective Date: 05/06/2015

Workers' Compensation

This license has workers compensation insurance with the [ACE AMERICAN INSURANCE COMPANY](#)

Policy Number:67457262

Effective Date: 07/01/2020

Expire Date: 07/01/2021

[Workers' Compensation History](#)

Liability Insurance Information

This license has liability insurance with [XL INSURANCE AMERICA INC](#)

Policy Number: CGD3000849

Amount: \$4,000,000

Effective Date: 07/01/2020

Expiration Date: 07/01/2021

[Liability Insurance History](#)

- ▶ 07/13/2012 - LICENSE REISSUED TO ANOTHER ENTITY

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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**Valley Sanitary District
Board of Directors Meeting
October 13, 2020**

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Ronald Buchwald, Engineering Services Manager
SUBJECT: **Authorize General Manager to Execute a Contract with Birdseye Planning Group \$51,370 to Prepare CEQA/NEPA Documents for the Reclaimed Water Project in an Amount Not to Exceed**

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input checked="" type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board of Directors to discuss the proposal from Birdseye Planning Group for preparing CEQA/NEPA documents for the Reclaimed Water Project.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3: Excellent Facilities.

Fiscal Impact

The fiscal impact of this item is \$51,370 and is included in the Comprehensive Budget for FY 2020/21 as part of the Reclaimed Water Project Phase 1.

Background

Staff is in the process of finding funding sources to offset some of the capital improvement projects shown in the 10-year Capital Improvement and Replacement Plan. Staff is working with ESS to apply for State Revolving Fund (SRF) grant and loans as well as with Bureau of Reclamation (BOR) Title 16 funds. As part of the application process, the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) must be included.

Birdseye Planning Group is part of the District’s Indefinite Delivery/Indefinite Quantity as-needed consultant contracts that has been pre-selected and awarded a contract for CEQA consultant work back in June 2018. This project will be the third task order under

the June 2018 consultant contract. Birdseye Planning Group prepared a scope of work proposal to prepare the CEQA/NEPA documents for a cost of \$51,370 (Attachment A).

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Birdseye Planning Group to prepare CEQA/NEPA Documents for the Reclaimed Water Project in an amount not to exceed \$51,370.

Attachments

Attachment A: Birdseye Planning Group Proposal dated September 8, 2020



September 24, 2020

Mr. Ron Buchwald, PE
District Engineer
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92253

SUBJECT: Proposal to Prepare an Initial Study/Mitigated Negative Declaration for the Master Plan Update, Water Reclamation Element; State Revolving Fund Environmental Application Package and Bureau of Reclamation Environmental Assessment

Dear Mr. Buchwald:

Birdseye Planning Group (BPG) is pleased to submit this proposal to assist the Valley Sanitary District (VSD) with the preparation of an Initial Study-Mitigated Negative Declaration (IS-MND) and related tasks associated with implementing the water reclamation program pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). This proposal outlines our approach to major work tasks and our proposed cost and schedule to preparing the documentation required to meet state and federal environmental review requirements.

Program Overview. VSD approved an update to the Water Reclamation Facility Master Plan in early 2016. The master plan is divided into five phases that are being implemented as needed to address existing and anticipated demand for build out of the VSD service area. Environmental impacts associated with Master Plan implementation were evaluated in an Initial Study which supported adoption of a Mitigated Negative Declaration in January 2016. Elements of the Master Plan were not fully defined at the time the Initial Study was prepared. These elements were referenced as part of the phasing plan; however, detailed impact evaluations were deferred until a later time when the elements could be defined in enough detail that environmental review could be performed. Specifically, VSD is proposing to implement water reclamation/recycling. This is part of Phase 3 and would entail installation and operation of a Title 22 tertiary treatment system. This system is expected to produce up to 10 million gallons per day (MGD) of reclaimed water. The components required for water recycling were identified in the Master Plan. The element that was unclear was how a reduction in off-site discharge into the Coachella Valley Storm Channel (CVSC) would affect dependent vegetation and wildlife species. At that time, it was contemplated that the recycled water would be distributed for landscaping and other irrigation purposes. As currently proposed, the recycled water would be injected into wells located on the VSD reclamation facility property. Thus, no off-site distribution network would be constructed.

To obtain a portion of the funding required for implementation of the recycled water system and make modifications to plant components to accommodate the system, VSD is expected to apply for

State Revolving Fund (SRF) monies through the California State Department of Water Resources. VSD is also expected to apply for Title 16 funds through the US Department of the Interior, Bureau of Reclamation. Both programs utilize federal funding source; thus, compliance with the National Environmental Policy Act (NEPA) is required for both funding programs.

The scope of work provided herein addresses the documentation requirements necessary to comply with state and federal environmental review requirements associated with updating the Master Plan and obtaining the funding required for implementation of the recycled water element of the Master Plan. We have included Anza Resource Consultants (Cultural Resources) and ELMT Consultants (Biological Resources) as part of our team to perform components of the work plan. Both firms are part of our team under the existing Master Services Agreement for environmental services.

TASK 1: PREPARE MASTER PLAN UPDATE DRAFT IS-MND

As discussed, the CEQA guidelines have been updated and expanded since adoption of the Master Plan MND in January 2016. BPG will update the IS-MND in accordance with Section 15063(d) of the current *CEQA Guidelines*. Additional material discussing the recycled water element and off-site biological resource impacts will be provided as will the results of a Section 106 compliant Cultural Resource evaluation.

Task 1.1: Introduction. The IS-MND will provide introductory sections that lay the groundwork for and summarize the analysis to follow. The introduction will describe the purpose of the program and provide a discussion of lead and responsible agencies. The environmental setting will provide a general description of the existing physical character of the area and the immediate site vicinity. This information will draw directly from existing information and site observations of the project site.

Task 1.2: Environmental Impact Analysis. Each of the environmental issue areas included in the CEQA Environmental Checklist Form will be addressed at a level of detail sufficient to reach an impact conclusion. Where appropriate, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Where impacts may be potentially significant, mitigation measures will be provided for consideration by VSD. Mitigation measures will be presented in a format that can be directly incorporated into project design and applied as conditions of approval.

BPG will deliver the administrative draft IS-MND for VSD review in PDF and Microsoft Word format (no hard copies will be provided). BPG will respond to one round of comments on the administrative draft IS-MND.

TASK 2: PUBLICATION OF DRAFT IS-MND

BPG will provide a Notice of Completion/Notice of Availability for signature and a revised Subsequent IS or new IS-MND to VSD in PDF for posting on the website during the 30-day review

period. This scope assumes VSD will upload the Initial Study and technical studies to the State Clearinghouse website. The State Clearinghouse will no longer accept hard copies of documents after October 1, 2020. All material submitted must be uploaded by the lead agency.

TASK 3: RESPONSE TO COMMENTS

This approach will serve as the formal documentation that VSD has considered all comments received. After receipt of all comments, BPG will respond to public comments after review with VSD staff and provide Responses to Comments for review.

TASK 4: FINAL IS-MND

After adoption of the Subsequent IS-MND or new IS-MND, BPG will transmit an electronic copy of the Final IS-MND to VSD. BPG will prepare a Mitigation Monitoring and Reporting Program (MMRP) with corresponding mitigation measures to accompany the Final IS-MND. The MMRP will include:

- Implementation Responsibility;
- Timing;
- Monitoring Division; and,
- Standard for Success.

BPG will draft a Notice of Determination and submit to VSD for review and filing with the Riverside County Clerk.

TASK 5: PREPARE SRF ENVIRONMENTAL APPLICATION

BPG will complete a CEQA-Plus Environmental Application and submit for review by VSD. The application requires an evaluation of project consistency and/or applicability to various federal laws which are referred to as cross-cutter regulations. The application will include a brief discussion of the project history, provide a description of the project as well as a discussion of applicability to federal laws as dictated in the application. The SRF Environmental Application will require preparation of an Air Quality Technical Report, Biological Report and Cultural Resources Report.

It is assumed that VSD would submit the Environmental Package to the State Water Board via an existing FAAST account. To coordinate the review process, we have included staff time to work with VSD and the State Water Board to address questions and comments on the application package. Time required in addition to the hours estimated would be billed on a time and materials basis with VSD approval.

TASK 5a: PREPARE AIR QUALITY TECHNICAL REPORT

BPG will prepare an air quality technical report and complete the air emission data table in the CEQA-Plus application. The air quality analysis will be prepared in accordance with the methodologies prescribed by the South Coast Air Quality Management District (SCAQMD). The following outlines our proposed approach:

- Calculate temporary construction emissions and long-term operational emissions using the most current version of the California Emissions Estimator Model (CalEEMod). Emissions will be calculated based on the scope of the project, client-provided assumptions regarding construction equipment and scheduling, and associated vehicle trips.
- Compare temporary emissions generated during, site preparation, and construction to SCAQMD thresholds. The proposed project is not expected to generate any emissions during operation; thus, the focus of the analysis will be on construction emissions.
- Discuss odors associated with diesel fueled vehicles – particularly during construction.
- Perform a generalized review of consistency with the SCAQMD Air Quality Management Plan.
- Identify measures that the applicant proposes to use to reduce air quality impacts, such as:
 - Specific worker transportation control measures during the construction period;
 - Dust control measures during construction and operation;
 - Measures to minimize or avoid stationary source emission impacts; and
 - Measures to minimize engine idling during construction.
- Develop additional mitigation measures and recommendations as needed to reduce pollutant emissions to the extent feasible and practicable.

TASK 5b: PREPARE CULTURAL RESOURCES REPORT

Anza proposes the following scope of work for the project to complete a Phase I cultural resources investigation consistent with Section 106 of the National Historic Preservation Act.

Area of Potential Effects Map. Upon notice-to-proceed, Anza will define the project area of potential effects (APE) and prepare shapefiles and figures on U.S. Geological Survey topographical and aerial photography backgrounds. A written description of the project's direct and indirect APE including depth will be prepared, as well.

Cultural Resources Records Search. Upon notice-to-proceed, Anza will conduct a California Historical Resources Information System (CHRIS) records search of the project site and a one-mile radius around the project site at the Eastern Information Center (EIC), located at University of California, Riverside. As part of this task, Anza will prepare a figure for the project site and search radius. The primary purpose of the records search is to identify any previously recorded cultural resources known to exist within or adjacent to the project site. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), the California Historical

Resources Inventory, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the project site. A map showing the results of the literature search including areas previously inventoried and previously recorded sites will be provided. Anza assumes that EIC will conduct this records search within a maximum direct expense of \$500.

Native American Scoping. Anza will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project site. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. Anza will mail letters to the contacts and make as many as two follow-up efforts per contact. All responses and outreach efforts will be documented and appended to the survey report. No meetings with Native Americans are included for scoping purposes; however, budget has been provided to assist with consultation requirements and subsequent meetings, if requested, per AB 52.

Cultural Resources Survey. An Anza cultural resources specialist will conduct a pedestrian survey of the approximately 58-acre project site. Anza understands that most of the project site is developed with existing facilities including buildings, structures, photovoltaic solar power generation panels, and large ponds. The pedestrian survey will focus on unpaved portions of the project site using transects spaced no greater than 10 meters apart with accuracy maintained by a hand-held GPS unit. Photographs will be taken of the project site and adjacent properties. For the purposes of this scope of work and cost estimate, Anza assumes that the survey will be negative for cultural resources (i.e., no archaeological, historic built environment, or tribal cultural resources will be identified within or adjacent to the project site that could be affected by the project).

Phase I Cultural Resources Technical Report. Upon completion of the records search, Native American scoping, and cultural resources survey, Anza will prepare a Phase I cultural resources technical report. This technical report will document the results of the records search, Native American scoping, and field survey, as well as provide management recommendations for resources within or near the project site. The report will be prepared generally following the SWRCB's guidance for cultural resources studies and the California Office of Historic Preservation's "Archaeological Resource Management Reports (ARMR): Recommended Contents and Format" guidelines and will include a map depicting the area surveyed for cultural resources. The draft report will be submitted electronically. Anza assumes not more than one round of response to VSD and SWRCB comments will be required. Anza assumes electronic submittal of the final report will be acceptable.

Assumptions

- The project is subject to CEQA-Plus with the SWRCB as lead agency for federal compliance.
- Direct expenses for the EIC records search will not exceed \$500. If EIC fees exceed \$500, a budget augment may be requested.

- No cultural resources (i.e., archaeological, historic built environment, or tribal cultural) will be identified in the records search or survey that require recordation, updating, or evaluation. If cultural resources are identified within or adjacent to the project site, a scope and budget augment would be necessary to record or evaluate the finds and expand the report.
- No subsurface testing will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.
- The report will be submitted electronically, and one round of minor revisions will be addressed based on VSD and SWRCB comments.
- No meetings are included in this proposal. Additional services can be provided with a scope and budget augment.

TASK 5c: PREPARE BIOLOGICAL RESOURCES REPORT

The Biological Resources Report will be prepared by ELMT Consulting to meet both federal and state regulatory standards. The scope of work is summarized as follows:

Literature Review. ELMT will review all technical survey reports and regulatory approvals previously prepared for the proposed project and vicinity, if available, and any data for the site to determine which special-status¹ biological resources are likely to occur on or within the general vicinity of the project site. A database search of the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings regarding special-status biological resources known to occur in the region and vicinity of the site will also be conducted. Literature detailing existing wildlife movement corridors and linkages will be reviewed to determine if the proposed project will have any adverse impacts to local or regional wildlife movement corridors. Since the proposed project is in a position to get funding through the SRF program, ELMT will also obtain a species list from the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) to ensure compliance with Section 7 of the Federal Endangered Species Act (FESA).

In addition, ELMT will review relevant information topographic maps, soil surveys, historic and current aerial photography, flood maps, hydrology/climate information and watershed data to gain an understanding of the impact of land-use on natural drainage patterns in the area, if any. This will allow ELMT to focus its field investigation on those biological resources and habitats known to occur or that have the potential to occur within the general vicinity of the project site.

The proposed project is located within the boundaries of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). A detailed review of the CVMSHCP will be conducted prior to the field

¹ As used in this proposal, “special-status” refers to those plant and wildlife species that are federally, State or CVMSHCP listed, proposed, or candidates; plant species that have been designated a California Native Plant Society Rare Plant Rank; and species that are designated by the CDFW as fully protected, species of special concern, or watch list species.

investigation. The CVMSCHP will be queried to determine if the project site has the potential to provide suitable habitat for any of the potentially occurring special-status biological resources identified in the CVMSHCP, and to determine if the project site is located within any CVMSHCP conservation areas.

Habitat Assessment/Field Investigation. Following the literature review, ELMT will systematically survey the project site, and downstream areas within the Coachella Valley Strom Channel (Whitewater River), that could potentially be indirectly impacted, to document baseline conditions from which to evaluate the sites potential to support special-status or CVMSHCP-covered species, sensitive habitat types, and jurisdictional drainages. The fieldwork will be conducted by qualified biologists in order to document the presence/absence of special-status biological resources, or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. The location of any special-status biological resources (i.e., plants, plant communities, drainage features, wildlife), if present onsite, will be recorded in the field with a handheld GPS unit.

Additionally, the suitability of the vegetation on and within downstream areas will be surveyed for its ability to provide suitable avian nesting opportunities. Notes will be taken on all plant and wildlife species observed on-site during the survey. This survey will provide an understanding of the overall project setting and biological resources occurring in the area. This data will be used to devise an appropriate clearance/conservation strategy for implementation of the proposed project and to demonstrate compliance with Section 7 of the FESA. The habitat assessment does not include focused surveys.

Biological Resources Report. A biological resources report will be prepared with the results from the literature review and field investigation that will document all plant and wildlife species observed, all sensitive and non-sensitive habitats occurring within the proposed project footprint and downstream areas, the potential for any special-status species to occur within the proposed project footprint and downstream areas that could be directly or indirectly affected by implementation of the proposed project, and will document that location of any jurisdictional drainage features (i.e., “waters of the U.S. and “waters of the State”) on or adjacent to the project site. The report will include a brief analysis of the project impacts to biological resources, suggestions for updating previous clearances issued for the project, if any, that may be needed prior to project implementation, and mitigation measures, if needed. This report will also address all CVMSHCP requirements for the proposed project to demonstrate that the proposed project complies with the conservation goals of the CVMSHCP. The final report will be sufficient to make the appropriate consistency determination for compliance with the CVMSHCP and will be sufficient to satisfy the requirements of the California Environmental Quality Act (CEQA).

Additionally, the report will evaluate whether the proposed project could result in “Take” of Federally listed species. Section 7 of the Endangered Species Act states: “Each Federal agency shall, in consultation with and with the assistance of the Secretary (of Interior), insure that any action authorized, funded, or carried out by

such agency...is not likely to jeopardize the continued existence of any endangered species or threatened species or result in the destruction or adverse modification of habitat of such species which is determined...to be critical..." The biological report will specifically discuss the federally listed species known to occur in the general vicinity and their potential to occur on the project site, determine if impacts (direct and/or indirect) to one or more species could occur from project implementation, and make an effects determination on the federally listed species.

TASK 6: PREPARE BOR ENVIRONMENTAL ASSESSMENT

BPG will prepare an Environmental Assessment (EA) to address environmental impacts consistent with BOR protocol. The EA will be prepared per the format provided in the NEPA Handbook (2012) per the following outline:

- Title page
- Table of contents
- Purpose and Need Statement
- Proposed action and appropriate alternatives
- Environmental impacts
- Consultation and coordination
- References cited

Task 6a. Under this task, BPG will work as part of the project team with BOR to define the scope of work for the EA. This assumes one meeting to discuss the project and anticipated environmental work products need to prepare a complete submittal to the BOR as part of the Title 16 funding application.

Task 6b. Under this task, BPG will utilize the technical material prepared for the CEQA/CEQA Plus documentation to prepare a preliminary draft EA. The issues discussed in the EA will in part be dependent on consultation with BOR. However, based on the scope of the CEQA process, those issues likely to be addressed are Air Quality, Biological Resources, Cultural Resources, Land Use, Hydrology/Groundwater and Utilities. Transboundary impacts may also require evaluation based on proximity to the adjacent Cabazon Band of Mission Indians Reservation. Others may be added by the BOR based on review of the application and proposed scope of work.

BPG will provide a draft EA to VSD for review and submittal to the BOR. It is assumed BOR staff would make revisions, manage the public review process and prepare the Finding of No Significant Impact (FONSI). If, based on discussions with the BOR, they want further assistance with the EA that will modify the anticipated scope of work, BPG will provide a change order to cover the scope of work requested.

Mr. Ron Buchwald, PE
Valley Sanitary District
September 24, 2020
Page 9

COST ESTIMATE AND SCHEDULE

Our budget for Tasks 1-5 of the above work program is summarized in Table 1 on page 10. Our fee estimate for completing the Master Plan Update Initial Study and SRF application material is **\$34,500**. Our fee for coordinating with the BOR and preparing a Draft EA in support of the Title 16 process is **\$16,870**. The fee for Tasks 1-6 would be **\$51,370**. We anticipate completing the Draft Master Plan Update Initial Study and Technical Reports within 60 days of receiving a Notice to Proceed. The Draft EA schedule will be dictated by BOR staff and determined during consultation. All documents will be transmitted electronically to VSD. No hard copies will be provided. If you have any questions about this proposal or the environmental review process, please contact us.

Thank you for the opportunity to submit a proposal for the above referenced services and interest in working with the Birdseye Planning Group. If you have questions or need additional information, please contact us via email at ryan@birdseyeplanninggroup.com or call 760-712-2199. We look forward to again working with VSD.

Regards,



Ryan Birdseye
Principal

Table 1			
Master Plan Update and Water Reclamation Project			
Cost Estimate			
Task	Rate	Estimated Hours	Cost
Task 1. Prepare Draft Initial Study			
Principal Planner	\$ 160.00	52	\$ 8,320.00
Associate Planner	\$ 95.00	22	\$ 2,090.00
			\$ 10,410.00
Task 2. Publication of Draft IS			
Principal Planner	\$ 160.00	12	\$ 1,920.00
Associate Planner	\$ 95.00	8	\$ 760.00
			\$ 2,680.00
Task 3. Respond to Comments			
Principal Planner	\$ 160.00	12	\$ 1,920.00
Associate Planner	\$ 95.00	8	\$ 760.00
			\$ 2,680.00
Task 4. Prepare Final IS-MND and MMRP			
Principal Planner	\$ 160.00	8	\$ 1,280.00
Associate Planner	\$ 95.00	8	\$ 760.00
			\$ 2,040.00
Task 5. Prepare SRF Application			
Principal Planner	\$ 160.00	8	\$ 1,280.00
Associate Planner	\$ 95.00	8	\$ 760.00
			\$ 2,040.00
Task 5a. Air Quality Report			\$4,200.00
Task 5b: Cultural Resources Report			\$4,650.00
Task 5c: Biological Resources Report			\$5,800.00
		Subtotal	\$34,500.00
Task 6a: BOR Consultation			
Principal Planner	\$ 160.00	10	\$ 1,600.00
Associate Planner	\$ 95.00	6	\$ 570.00
			\$ 2,170.00
Task 6b: Prepare BOR Draft EA			
Principal Planner	\$ 160.00	80	\$ 12,800.00
Associate Planner	\$ 95.00	20	\$ 1,900.00
			\$ 14,700.00
		Total Task 6	\$ 16,870.00
		Total Tasks 1-6	\$51,370.00



**Valley Sanitary District
Board of Directors Meeting
October 13, 2020**

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Ronald Buchwald, Engineering Services Manager
SUBJECT: **Authorize the General Manager to Execute a Design-Build Contract with Downing Construction, Inc. & Dudek for the Influent Pump Station Rehabilitation Project in an Amount Not to Exceed \$358,695**

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New Budget Approval	<input checked="" type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board of Directors to discuss the design-build contract and proposal for the rehabilitation of the Influent Pump Station.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3: Excellent Facilities.

Fiscal Impact

The fiscal impact of the recommendation is \$358,695 and is included in the Comprehensive Budget for FY 2020/21. This cost is for the initial Guaranteed Maximum Price (GMP) phase of the project. The total fiscal impact is estimated at \$1.85 million and is also in the Comprehensive Budget for FY 2020/21. Once the GMP phase work is completed, which is planned for April of 2021, staff will present the final GMP cost to the Board for approval.

Background

Staff has previously presented to the Board the required repairs and rehabilitation needed for the Influent Pump Station that was built in 1999 and expanded in 2008. Due to the need to by-pass the pump station in order fully inspect and determine the required repairs, staff determined that utilizing the design-build process would be beneficial by providing a design and construction team to work collaboratively with staff to determine the required repairs needed.

Staff solicited five design-build teams through a Request for Qualifications in August. Staff reviewed and scored the five teams based on a set of criteria and selected three. The three teams are as follows:

1. Downing Construction, Inc. (Contractor) along with Dudek Engineering (Consultant)
2. Jonovich Companies, Inc. (Contractor) along with Pace Engineering (Consultant)
3. Woodard & Curran, Inc. (Consultant) along with Mladen Buntich (Contractor).

The contractor is the primary firm in the top two listed teams where the consultant is the primary firm in the last team. A Request for Proposals was sent out to the three teams and the proposals were received on September 28. Staff along with Stantec reviewed the three proposals thoroughly and all met the proposal requirements. Staff and Stantec then scored the three teams based on team experience (20%), key personnel (20%), Organization, Management & Safety (15%), Technical Approach (25%) and Fee & Rates (20%). Based on the content of the proposals, staff selected the Downing Dudek Team as the best team. Attached to this staff report is the Proposal Evaluation Scoring Summary which shows that all three teams did well with only a 1-point difference between the top two teams.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a design-build contract with the Downing Dudek Team for the Influent Pump Station Rehabilitation Project contingent on successfully negotiating a revised DBE contract. If staff and legal counsel are unable to negotiate a revised DBE contract with the Downing Dudek team, staff will return to the Board to request the award of the project to the Jonovich Pace Team (the number 2 scoring team).

Attachments

- Attachment A: Proposal Evaluation Scoring Summary Sheet
- Attachment B: Downing Construction, Inc. Proposal
- Attachment C: DIR and Contractor License verification and status

Proposal Evaluation

Progressive Design Build (PDB) Services for Influent Pump Station Rehabilitation

Project Contract No. 2020-0105

Average Score

Design-Build Firm	Experience and Capabilities - DB Experience (20 points)	Experience and Capabilities - Key Personnel (20 points)	Organization, Management and Safety (15 points)	Technical Design Approach (25 points)	Fee and Rate Proposal, and Life Cycle Cost (20 points)	Total Score	Ranking
Downing Construction and Dudek	17.3	18.3	13.0	23.7	17.3	89.7	1
Jonovich Companies and PACE	17.3	18.3	13.7	22.7	16.7	88.7	2
Woodard & Curran and Mladen Buntich Construction	17.3	18.3	12.7	21.3	15.0	84.7	3

Required Forms

Design-Build Firm	Acknowledgement of RFP	Transmittal Letter Signed	Contract Markup Descriptions	Skilled and Trained Workforce Certification	Iran Contracting Act Certification	Non-Collusion Declaration	Public Works Contractor Registration Certification
Downing Construction and Dudek	✓	✓	Minor changes	✓	✓	✓	✓
Jonovich Companies and PACE	✓	✓	No changes	✓	✓	✓	✓
Woodard & Curran and Mladen Buntich Construction	✓	✓	Major/ Concerning	Missing - but in SOQ	✓	✓	✓



Influent Pump Station Rehabilitation Project:

(Contract No. 2020 - 0105)

SEPTEMBER 28, 2020



PREPARED BY:

DOWNING
CONSTRUCTION INC.

DUDEK

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APPENDICES

- A PDB Contract Markup
- B Additional Resumes
- C Detailed Schedule

TRANSMITTAL COVER LETTER

September 28, 2020

Mr. Ron Buchwald
Valley Sanitary District
45-500 Van Buren
Indio, CA 92201

Subject: Proposal for Progressive Design Build Services for Influent Pump Station Rehabilitation Project, Contract No. 2020-105

Dear Mr. Buchwald,

The Downing-Dudek Team is pleased to provide our proposal for the progressive design build of the Influent Pump Station Rehabilitation Project. The Downing-Dudek Team is uniquely qualified to provide superior service to the District for this project. Our proposed team is comprised of design engineers and contractors with varied and comprehensive experience in designing and building wastewater facilities including collection systems, pump stations, and treatment facilities throughout Southern California. You can be assured that our team will be your partner in all phases of the project to develop unique solutions to complex problems while incorporating value engineering to provide a superior end product while maximizing value to the District.

I, the undersigned, am authorized to make this verification on behalf of Downing Construction. I have read the Proposal. I am familiar with its contents and, based upon information available to me, the contents are true and correct. Mr. Kevin Ellis will serve as the project manager and main point of contact for this District. His contact information is provided below:

Kevin Ellis | Downing Construction Inc.
32194 Outer Highway 10 S. Redlands, CA 92373
T: 951.377.7896 | E: kevin@downingconstructioninc.com

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

Sincerely,



Randy Downing
Owner, Downing Construction Inc.

Randy Downing is authorized to sign on behalf of Downing Construction Inc.

1.0/ EXECUTIVE SUMMARY

PUMP STATION AND PIPELINE EXPERTS

The Downing-Dudek Team has extensive qualifications and technical experience with regard to wastewater pump station design, design and implementation of robust and reliable bypass systems, and construction. We are experts in the planning, design, and construction of wastewater collection and pumping systems. The Downing-Dudek Team draws upon this expertise to evaluate alternatives, develop practical solutions to today's challenges, and construct facilities within schedule and budget. By applying our knowledge in hydraulic modeling/analyses, creative/innovative problem solving skills, experience in wetwell rehab challenges, and the precise rehabilitation construction methods, the Downing-Dudek Team delivers a wealth of specialized civil, mechanical and pumping equipment capability to assure the highest return on the District's investment in wastewater infrastructure over the long term.



Bypass pumping setup as part of a headworks rehabilitation project at the San Elijo WRF.

STRONG UNDERSTANDING OF LOCAL ENVIRONMENT

The Downing-Dudek Team has direct experience with the District's processes and procedures. Through our previous work with the Requa Interceptor Project, Ave 43 Street Repair Project, Shadow Hills Inverted Siphon HDD project, and Emergency Sewer Repair projects, we have become familiar with the District's wastewater infrastructure. This allows the Downing-Dudek Team to hit the ground running, eliminating any delay or disruption to the project.

HIGH-FUNCTIONING LOCAL TEAM

Throughout the Downing-Dudek Team are existing, trusted relationships, forged through years of working on public infrastructure projects in Southern California. These relationships are between hard-working, trustworthy people who are highly-motivated to serve the District on this project precisely because of the innovation and collaboration that the progressive design build method fosters. Mr. Kevin Ellis, Downing Construction, Inc. leads the Downing-Dudek Team as project manager for the Influent Pump Station project. Mr. Ellis has 27 years of experience and a long history of experience working with the District. Downing's office is located in Redlands making team mobilization efficient. Justin Scheidel will lead the design from Dudek. He has over



The Downing-Dudek team has direct experience with the District's process and procedures.

16 years of experience working in the Coachella Valley on wastewater facilities and infrastructure. Mr. Russ Bergholz, who prepared the VSD Sewer Master Plan in 2004 and designed the Shadow Hills inverted siphon project in 2005, will assist with hydraulic design and rehab evaluation. Our team members have completed similar projects for other local municipalities, assuring the District that its policies and procedures will be supported throughout the project duration and well into final construction of the project.

EFFICIENT AND FLEXIBLE APPROACH

Our team has developed a preliminary approach to accomplish the goals of the project while limiting capital costs, and providing a superior finished product. Our team will work with District staff to refine this approach based on the specific needs of the project. Providing a condition assessment of the IPS prior to major rehabilitation allows for a prescriptive approach to the required work, eliminating the risk associated with estimating the required level of effort. The design-build process is fluid and allows the District to select the improvements that fit their needs and budget based on real-time pricing from a contractor intimate with the project. The project design will be continuously adjusted through the first phase to meet these needs.



Our team's approach focuses on a thorough condition assessment of the IPS prior to major rehabilitation work.

2.0/ PROJECT APPROACH

2.1 PROJECT UNDERSTANDING

The influent pump station (IPS) was constructed in 1999 and improved in 2008. The IPS consists of six individual pump bays isolated from the main influent channel with stop gates. A single main slide gate was installed on the influent channel to facilitate bypassing of the IPS through the 10-foot manhole/temporary wet well located just upstream of the IPS. Recent and various equipment and coating failures have prompted the execution of this progressive design build project.

2.2 PROJECT APPROACH

Below is the list of deficiencies and proposed solutions to address these issues based on our preliminary evaluation of the information provided in the RFQ. Ultimately, the Dudek-Downing Team will work with the District to develop a streamlined design and construction project, which provides economically viable solutions to the issues experienced by the IPS while limiting the required quantity, frequency, and duration of shutdowns and bypass operations.

- **The main gate on the inlet channel has corroded and is partially detached from the forebay wall.** This defect has the highest potential and consequence of catastrophic failure. If the gate further deteriorates or fails, it will likely block the influent pipeline connection to the main channel of the IPS. A restriction in flow may lead to a sewer system overflow (SSO) due to the limited capacity of the upstream bypass wet well and influent pipeline. It is recommended this non-functioning gate be removed by Downing crews as soon as possible to limit the District's risk. Once removed a replacement gate, or alternative isolation system, will be designed and ordered. Typically, stainless steel or FRP gates require a minimum of sixteen weeks to manufacture. The criticality of this gate warrants removal before a suitable replacement can be manufactured. Our approach will seek to remove this main gate during the brief shutdown used for assessment of the IPS lining.
- **The discharge pipe connecting the pump base to the above ground header for each of the six pumps is experiencing corrosion.** During inspection of the IPS lining system our team will inspect each of these discharge pipes. If the condition of these pipes allows for rehabilitation they will be stripped of existing coatings and corrosion and rehabilitated with a high solids epoxy capable of resisting the corrosive environment of the IPS. If material loss of these pipelines exceeds acceptable levels, they will be replaced in kind during isolation of each of the pump bays.
- **The 14-inch riser pipe of pump #3 needs to be upsized with an 18-inch riser including all valves and connection piping to the main header.** During the main bypass operation required to rehabilitate the IPS lining, a new manifold wye and isolation valve will be cut in for this pump bay. The isolation valve will allow for installation of the replacement riser piping while the remaining IPS pump bays are in operation. This approach limits the required bypass duration.
- **The gates that allow for isolation of the pump bays are leaking.** As stated previously, slide gates of this size often experience issues due to the combination of corrosion and trapped debris within the mechanism of the gate. Consistently exercised double stem gates are recommended to replace the non-actuated slide gates currently used for this application. These gates provide positive seating pressure and significantly reduce the type of leakage the IPS is currently experiencing.

- **Some areas of the PVC liner within the IPS has failed and are in need of repair.** Repair methods for rehabilitation of this liner is highly dependent on the level of failure. To provide a comprehensive inspection of the liner condition our team will provide a continuous bypass of the IPS during the first phase of the project prior to development of the design. Bypass is anticipated to occur over a single work week with no forecasted rain. Continuous bypass of 9 million gallons per day (MGD) is anticipated over a three day inspection period. Downing will test the bypass system to ensure performance over a 24-hour period prior to the commencement of interior inspections. Observations will be recorded and reviewed with District staff and the design team.

Assessment of the area of potential corrosion behind the liner will be conducted as part of the first phase shutdown. Coupons will be removed from “soft points” to inspect the condition of the underlying concrete behind the liner. If competent concrete is observed, spot repair of the PVC liner with like material will likely be recommended. If the concrete substrate is experiencing corrosion removal and replacement of the liner system will likely be recommended. All liner removed as part of the destructive testing will be repaired after the inspection has been completed. The information gathered during this inspection will help define the level of effort and materials required during preparation of the GMP for rehabilitation of the IPS (Phase 2). If during the inspection large sections of the liner have failed it is recommended that all the lining is removed and replaced with a high solids chemically resistant epoxy or polyurethane system during phase 2 operations. Once the liner is removed the condition of the concrete substrate will be inspected and repaired as required. If smaller sections of the lining are failing it is recommended that these smaller sections are removed and repaired using Armorlok PVC repair material. Regardless of the repair method, the main influent channel must be repaired during bypass operations. Once the gates to each of the pump bays are repaired or replaced the liner within the pump bays can be repaired or replaced during normal operation of the IPS further reducing bypass duration.

- **Isolation plug valves and check valves connecting each of the pump risers to the main manifold are leaking.** These valves will be replaced with upgraded valves of similar lay lengths. Valves can either be replaced during bypass operations or under a series of short overnight shutdowns. The grooved Victaulic style coupling facilitates quick disassembly and replacement of these valves in either shutdown scenario.
- **Additional plug valves are to be installed on each side of the IPS discharge manifold.** To facilitate isolation of one bank of pumps from the other a minimum of one plug valve is required to be installed on the discharge manifold. If sufficient room exists on the main manifold between each run of metering piping, one valve will facilitate isolation. If insufficient room exists, or the District would prefer the capability of operating each metering run, two plug valves will be installed.
- **A 3-inch flushing connection is required on each end of the discharge manifold.** Flushing connections consisting of a tapped blind flange, isolation plug valve, and cam-lock connection can easily be installed to replace the existing blind flange on each end of discharge manifold. This replacement can occur during an overnight shutdown or during bypass operations.
- **The slab foundations of the gantry crane have settled and need to be replaced.** The gantry crane is utilized to remove pumps and set the slide gates within the IPS. Settlement of the slabs has limited the reach of this crane and is likely the result of insufficient compaction beneath the slab. The failed slab will be removed along with a minimum of 3-feet of subgrade. The removed subgrade will be replaced with structural aggregate base backfill compacted to a minimum of 95% compaction to ensure future settlement does not occur. To ensure proper functionality of the gantry crane new rails

will be installed the entire length of the gantry run. These rails will be set level and straight to ensure proper operation.

- **The existing electrical conduits around the IPS, and miscellaneous electrical equipment within the IPS is experiencing corrosion.** Corroded electrical components in and around the IPS will be replaced in kind with corrosion resistant components where reasonable. If possible, more modern sump termination panels will replace seal tight epoxy fittings to increase ease of replacement and further protect against explosive and corrosive gasses. When possible all electrical and instrumentation work will be completed during continual operation of the IPS, using backup instrumentation for short duration work. More invasive work will be completed while the IPS is under bypass.

2.1 COLLABORATION DURING PHASE 1

The essence of progressive design-build is collaboration between the owner, contractor, and engineer during all phases of a project. The scope of work provided by the District within this RFP establishes a foundation of collaboration through continuous feedback during all phases of design. Building on that foundation will produce the tools and protocols implemented during the project to facilitate the collaboration and effectively document progress. Our collaborative approach will allow our team to both establish the bypass, and evaluate options for rehab directly with engineers and district staff in the wetwell, considering phasing, access, repair methods, and brainstorm ideas to save time and money.

2.2 DESIGN AND CONSTRUCTION PROCESSES INTERFACE

The Downing Dudek team will work hand in hand with the District to make design decisions which meet the project goals. Dudek's engineers will define the key goals and objectives of the project to create a clear picture of the target the project must meet. With this definition, Dudek will initially develop an approach to the construction requirements and phasing. This initial approach will then be discussed, debated and massaged with Downing Construction to refine all elements of the required effort. Often times, an open dialog of the means and methods can yield opportunities to save time, or uncover risks that need to be mitigated before going into full construction. Constructability is only the first round of evaluation of the project approach. Once a constructible approach is defined, the second and subsequent rounds of deliberation will be conducted to further vet the means and methods to save time and cost, while maintaining the ultimate adherence to the project goals and objectives. The District has a key role in this vetting process as there may be specific or unique circumstances that must be run by Districts Operations staff to confirm or limit options for refine the means and methods. This fully collaborative approach to the design phase is a key advantage to the PDB delivery process.

2.3 CRITICAL WORK COMPONENTS

As stated in the project approach, removal of the inlet channel main gate, and assessment of the condition of the IPS interior lining are critical to the success of this project. To facilitate both of these tasks a reliable bypass system is required ensuring continuous operation of the treatment facility while limiting the risk of a sewage spill. The phase 1 short duration bypass accomplishes both of these tasks while simultaneously testing the proposed bypass system. A longer-term version of the bypass system will be required during the rehabilitation of the IPS. Our team is experienced in both condition assessment and bypass operations and is well suited to complete these tasks. The phase one work in tandem with the PDB process allows our team to

test the proposed bypass system, instilling operator confidence while limiting risk for second phase work which in turn lowers the GMP.

Quality control and product quality: The progressive design build process allows for control and emphasis on quality and collaboration between the designer, contractor and owner. The hands-on approach of engineering staff during construction ensures design standards and quality are maintained. With the contractor involved in the design process to make suggestions on means and methods for construction, the District will be able to make decisions on the preferred level of equipment quality based on real time pricing provided by the contractor.

Communication, internally and with Operations Staff: During design, Downing and Dudek will be in constant communication with each other and operations staff to ensure sound, effective, and economical design solutions are incorporated into the design. Communication during construction will be critical to the success of this projects. Design engineers capable of making decisions during construction will be onsite to review and address any unforeseen issues that arise during construction.

2.4 DEVELOPING THE GMP

Unlike traditional DB or DBB projects, Downing will be an integral partner in design of the project, including facilitating the bypass system, assessing the condition of the wetwell lining, and debating the approach, means and methods to the rehabilitation process. Since the project approach includes Downing as a key partner in the discussion of means and methods during Phase 1, the consideration of cost will be a frequent topic. Therefore, Downing will be developing a preliminary GMP while assessing the existing conditions and approach to the rehabilitation. This collaboration will steer the 60% design development and at the same time jumpstart the GMP preparation.

Collaboration with the District is a key to project controls and the development of a GMP, with both design and other project decisions based on cost, schedule, quality, operability, life cycle and other considerations. We will provide transparent and frequent cost estimates along the way, utilizing the SharePoint project portal as well as over-the-shoulder reviews, to ensure that budget constraints are being met.

Distinctive to this type of project, Downing chooses to build each cost estimate from scratch in Excel, finding that infrastructure projects are too unique to rely on estimating software with typical unit costs. As the design progresses, actual subcontractor and supplier quotes will be used to “bid the job” as currently defined, lowering contingency along the way. Overhead and profit calculations will be broken out and likewise transparent.

As we reach the 60% design, we expect to have already refined much of the means and methods of how the project will be constructed. Therefore the refinement of the GMP at this point will be focused on obtaining competitive material prices. This level of refinement and participation in the design process limits the potential for future change orders as Downing will be aware of the origins of design decisions, has vetted the most efficient means to accomplish the project goals, and is aware of the potential risks associated with the proposed means and methods of construction. At this stage the only identified potential contingency would be for additional pumping equipment and upsized piping to accommodate a possible weather event that increased sewage flows from the 8 to 9 MGD to a possible 20 to 25 MGD. Ideally bypass operations would be scheduled to avoid high flow holidays, or monsoon months.

2.5 KEY RISK FACTORS

Bypass Pumping: One of the most expensive and highest risk aspects of this project is operation of temporary bypass pumps and piping around the IPS. To limit cost of construction and burden of risk, our team, including the bypassing specialist Xylem, will work together to develop a construction plan which limits the required shutdown period and subsequent bypass. In addition, alternative bypassing pump configurations and types will be evaluated to determine if additional cost savings and reduced risk can be exercised during construction.

Verification of influent flows is also a critical factor of reducing risk. Properly sized pumps are mandatory to maintain effective bypassing of influent flow. The design-build team will review collected influent data, and verify upstream collection system surcharge capacity, to ensure appropriately sized equipment is provided to reduce the potential for a sewer system overflow.

Plugging the Inverted Siphon: The Shadow Hills Interceptor is invert elevations of the upstream junction manhole, and proposed location of the suction for the bypass is at the downstream end of the Shadow Hills Interceptor inverted siphon that crosses I-10 and the Whitewater Storm Channel. Using this manhole for the bypass suction will require raising the hydraulic grade to allow for the pumps to operate. The inverted siphon hydraulics are very sensitive to the downstream invert of the siphon. Raising the hydraulic grade will result in a substantially reduction in flow velocity through the inverted siphon, potentially causing deposition of solids and clogging the siphon. Due to its length, cleaning is very challenging. To mitigate this risk, the upstream end of the inverted siphon contains several weirs within the manhole. Assuming a 2-4 foot rise in HGL at the bypass suction manhole, the weirs in the upstream inverted siphon manhole can be raised an equal amount. This would simulate the current elevation change across the inverted siphon and maintain the proper flushing velocity, reducing the risk of clogging of the siphon.

Long lead time items: Long lead time items are the cause for many delays when constructing treatment plant improvements. Typically, stainless steel or FRP slide gates require a minimum of sixteen weeks to manufacture, and wastewater grade plug and check valves of significant size are usually special order. Complete fabrication of all the gates should be completed prior to replacing the gates. This will allow for a single shutdown/bypass operation to replace all of the gates, and repair all of the failed lining within the IPS.

Startup and Commissioning: The Downing-Dudek Team will continuously work with operations staff during the commissioning and turnover of any equipment or instrumentation. As most of the existing equipment is remaining in place an extensive commissioning and turnover process is not required. Alternatively, Downing will work with operations staff while equipment is taken offline and then reconnected to ensure it is reinstated to the pre-existing configuration to the satisfaction of operations staff.

2.6 PROJECT SPECIFIC SAFETY PLAN

Our Safety Manager for Phase 1 and 2, Russ Marion, will have complete autonomy to ensure that our program complies with federal, state, and local regulations and meets all occupational safety and health requirements, bridging the gap between compliance and excellence. *Our team will strive to have zero injuries or claims on the project and mitigate any hazards before they happen.* Our Project Safety Plan will be in place day one after Notice to Proceed, continuing through the life of the project, and will include the following sub plans/elements:

- Injury and Illness Prevention Plan
- Site Security
- Emergency Preparedness Plan
- Pre-Plan Meetings
- Job Hazards Analysis
- Tool Box Talks/Safety Minutes
- Stretch and Flex
- Training
- Workzone Safety Traffic Control
- Emergency Response
- Incident/Accident Reporting
- Confined Space

Each employee has the duty and responsibility for safety, from reporting any safety issues to the project superintendent up to and including work stoppage to protect co-workers, District staff, and the public from potential hazards. The entire Downing-Dudek Team including any subconsultants and subcontractors will be trained in the safety plan and held accountable for the duration of the project.

2.7 QUALITY PLAN

Quality Management begins with quality assurance (QA), which is a fundamental responsibility of the project manager to assign and monitor the successful implementation of quality control (QC) reviews of Phase 1 and 2 deliverables and Phase 2 construction. Our team will use a QC log throughout the project to provide documentation of deliverable quality control, including planned/submitted/completed dates for each deliverable and the assigned QC reviewer (planned and actual). For Phase 1, Russ Bergholz will provide quality control reviews for all aspects of the design. During Phase 2, Quality Management will be achieved through self-performed inspection of the construction work supplemented by inspection of the lead design team engineers. The following addresses quality management criteria.

- **Constructability.** The integration of designer and constructor into a single team facilitates a high-degree of constructability review. In addition to scheduled QC reviews, we can also provide over-the-shoulder reviews with the design team to facilitate schedule constraints and address constraints.
- **Durability.** Protocols for construction inspection, monitoring and testing contained in the Quality Plan will direct delivery of a project that meets established codes and specification for reliable facilities
- **Maintainability.** Our design team includes engineers familiar with wastewater system operations, including direct experience designing multiple plant headworks. That input during the established review cycle will yield designs that address the maintainability of the project.
- **Safety.** As part of our safety plan for the project, the established processes for project management, scheduling, construction decision making, monitoring and inspection will ensure that work is sequenced and carried out in a manner that yields safety during construction.
- **Documentation.** Daily inspections of the work by our field supervision staff as well as daily logs that will be utilized as a checklist with the appropriate person responsible for said inspections listed and signed off at the end of each work shift. Reports will be reviewed and cataloged for discrepancies.

2.8 SCHEDULE

A preliminary schedule, **Appendix C**, has been developed based on historical durations required for design and construction task and the milestone dates established by the District. Our team has already identified tasks which can be accelerated to shorten the critical path based on our current understanding of the project. This schedule will be updated to reflect the refined scope of work and order of tasks to be completed following discussions with the District at the project kickoff meeting.

3.0/ PROGRESSIVE DESIGN-BUILD CONTRACT MARKUP

The Downing-Dudek progressive design build team has reviewed the Progressive Design-Build Contract including its attachments and would like to request the following modifications be made to the Agreement.

Section 5. Standard of Care. Downing would like to strike out the words “highest” in the paragraph as the word “highest” is subjective and not a standard term which could be used to invalidate insurance coverage.

Section 6. Period of Performance: Liquidated Damages. Downing would like to strike out the following paragraph because the potential exposure outweighs the anticipated potential benefit.

The DBE agrees that it shall be liable to the Agency for liquidated damages in an amount of Five Hundred Dollars (\$500) per day for each and every calendar day beyond the Project Completion Date that completion of the Project has not been achieved at the Project Site. If not completed by the Project Completion Date, it is understood that the Agency will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the Agency will sustain in the event of and by reason of the DBE's failure to complete the work, and therefore the DBE shall pay to the Agency the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due the DBE may be retained to cover liquidated damages.

We have included these revisions made to the Agreement as part of **Appendix A**.

4.0/ FEE AND RATE PROPOSAL

SCOPE OF SERVICES

This scope of services provided below describes the basis for which the fee proposal is established as requested in the RFP. This scope estimates the level of effort required to accomplish the design through the preconstruction phase of the project. All services shall be performed collaboratively with the District and our team. As such all services identified below also include anticipated workshops, meetings, and conference calls to ensure all parties collaborate to develop the project design.

TASK 1 – PRE-DESIGN

Task 1-1: Project Kickoff Meeting and Pre-Design Workshop – The design-build team will meet onsite with District engineering and operations staff to conduct a kickoff meeting for the project. This meeting establishes the points of contact and lines of communication critical to maintaining collaboration throughout the design process. Before the meeting the design build team will deliver a hard drive to the District and request digital copies of pertinent information related to the project. We will also utilize this meeting to conduct a site visit with staff to review site conditions and discuss or initial project approach. This will aid to identify and fatal flaws in our initial design approach before time and effort is wasted.

Task 1-2: Project Execution Plan - using information gather from the pre-design workshop the design team in collaboration with the District will develop ad project execution plan. The plan will provide a breakdown of the design tasks required to complete the project, and team members assigned to each of these task, the order which they will need to be completed, and a schedule which defines anticipated task durations and establishes the critical path for the project. This plan will also be utilized to set the frequency and schedule for conference calls, site visits, and design workshops to ensure collaboration is maintained throughout the project duration. During the project the developed schedule will be updated to reflect progress, and revised to add or remove design elements as necessary.

Task 1-3: Review of Existing Plans and Reports – The design team will review the information provided by the District during the kickoff meeting. A virtual meeting will be conducted with the design team and the District to review any new information discovered during the project information review. Any proposed preliminary design modifications based on these findings will also be discussed during this meeting.

Task 1-4: Develop IPS Bypass Plan - As discussed in our project approach, bypass of the IPS is required to fully evaluate its existing condition. As such the design-build team will develop a bypass plan for the IPS connecting the manholes upstream of the station to the headworks of the plant. The design-build team will work directly with the District to develop a feasible plan which limits impact the plant operations to the greatest extent possible. The provided plan will include layout drawings, connection details, and electrical supply drawings, with supporting calculations. A hydraulic analysis will be conducted based on a comprehensive survey of the upstream collection system. The hydraulic analysis will ensure the bypass system will maintain sewer flows to the headworks without overwhelming the surcharge capacity of the collection system. The plan will be provided to the District for review and approval prior to implementation.

Task 1-5: Conduct IPS Bypass and Assessment –Downing will setup, connect, and test a bypass system directing wastewater flow around the IPS. Downing will coordinate a shutdown with the District to ensure continuous operation of the treatment plant during all bypass operations. During bypass operations Downing will dewater and clean the IPS, including the forebay, to facilitate inspection of the wetwell surfaces and equipment. Both Downing and Dudek will inspect the facility with District staff to ensure consensus on the assessment. During shutdown the isolation gates of each of the pump bays will be tested to determine leakage. This information will be used during design to determine how much work can be completed without bypassing the pump station. During shutdown Downing will remove the dysfunctional main influent slide gate and install an isolation plug valve to separate the two above ground discharge manifolds. It is anticipated that all inspection and repair work will be completed within a 5-day bypass window.

Task 1-5: Development of the Basis of Design Report (BODR) – Based on the reviewed information and the inspection of the IPS, a BODR will be developed for the project. This BODR documents the deficiencies within the IPS which require rehabilitation, and provides a plan for repair or replacement of these deficiencies. The BODR also identifies potential improvements to the IPS to increase functionality with associated costs to aid the District in determining potential improvements to implement. The BODR will identify permitting requirements for the project and develop a design which meets the requirements of the mitigation measures identified in the influent pump station rehabilitation preliminary evaluation technical memorandum, and applicable environmental documents. As these documents were not provided as part of the RFP mitigation measures will be evaluated during the design process. As this project is contained within the treatment plant site and does not significantly increase the capacity of the facility, it is anticipated that an exemption under CEQA will be required and filed with the state.

TASK 2 – DESIGN

As part of the design task we recommend the development of two progress deliverables at the 30% and 60% design stages. All design submittals will comply with all generally recognized industry codes and standards for materials and proposed construction, and will comply with all owner and regulatory agency general conditions.

Task 2-1: 30% Design Submittal: The design build team will develop 30% level of effort design drawings. These drawings will include a preliminary layout of the IPS identifying deficiencies and providing proposed repairs and improvements to mitigate these deficiencies. Piping configurations and equipment layout will be general to convey the design intent but are not intended to be used as a basis for developing the GMP. Equipment will be called out by name and type but no specifications or specific details will be provided at this design level. This design submittal is intended to ensure the design team is on the correct path and all design elements required by the District are incorporated. Once the 30% design is reviewed by the District a design workshop will be conducted with the design-build team and the District.

Task 2-1: 60% Design Submittal: District comments from 30% design and review workshop will be incorporated into the 60% design submittal. This submittal includes 60% level of effort drawings with details of the proposed improvements. These drawings will be properly dimensioned and annotated to capture all work to be completed on the IPS without the level of detail typically required for a design-bid-build project. The bypass plan submitted as part of preliminary design will be modified to reflect any requested modifications or observed deficiencies during the preliminary bypass operation, and will be included as part of this design submittal. This design submittal will also include a startup plan to test the

new and existing installed equipment and place the improved IPS back into operation. This design submittal will be submitted to the District for review and comments. Comments pertinent to complete the 60% effort level submittal will be incorporated into the design drawings and specifications. This updated and completed set of design documents will be used by Downing to develop the GMP.

TASK 3 DEVELOPMENT OF THE GMP

Downing Construction will work with the District to develop the GMP for the project using the 60% design to establish the scope of work. As part of this process Downing will complete an open book procurement for labor, materials, equipment, and testing.

TASK 4 PROJECT MANAGEMENT

Project management will be completed throughout the design process to ensure coordination is maintained between the design team and the District. The project manager will also be responsible for coordination between the project resources including team staff and subcontractors to ensure the project schedule is maintained. The Downing Dudek team is proposing to implement a project management team of Kevin Ellis and Justin Scheidel who will work closely together during the design and construction process. Justin Scheidel from Dudek will be the main point of contact for progression of the work through Phase 1 of the project when Design is the main focus. As the project shifts to construction during Phase 2 and 3, Kevin Ellis will become the main point of contact.

Throughout all phases of the project Kevin Ellis of Downing will be the single point of accountability and will be responsible for providing the District with complete resolutions for design and construction issues which may arise during the design build process. In line with this approach all billing and contract coordination will be conducted by Downing staff as the prime team member through the duration of the project. This allows for a simple interface between District staff and the design build team to facilitate efficient billing processing and protocols. As part of this process the design team will comply with all insurance and bonding requirements as outlined in the contract.

PROJECT LIFE CYCLE ANALYSIS (LCCA):

During Phase A, the Downing-Dudek team will consider the long-term operations and maintenance of the IPS as part of the development of the 60% design package used for preparation of the GMP. A 20-year life-cycle cost analysis (LCCA) will be used to compare potential alternatives to the rehab and replacement elements of the project and their associated long-term operation, maintenance and replacement costs. We will interview District staff to obtain current operational and maintenance effort to assist in development of future O&M requirements. As with most alternative analysis, several factors are typically included as part of the analysis, life cycle cost being one. The ultimate selection of specific design direction will be collaboratively reached through several discussions with the District on both when establishing evaluation factors and their weighting as part of a numerical calculation of the highest ranked alternative, and potential adjustments to weighted values depending on the results. The resulting LCCA will be updated as needed once the GMP is development and the project moves through Phase B.

Attachment G

Fee and Rate Proposal Form

Scope of Work	Definition	Price
Pre-Construction Phase Pricing (Not-to-Exceed) Component		
Pre-Construction Phase Design and GMP Services	Preliminary design, all workshops, schedule and GMP development (60% level of design for GMP development):	
	Flow bypass for pre-construction design and GMP services	\$ 98,148.00
	Balance of pre-construction design and GMP services	\$ 260,547.00
Total proposal for Pre-Construction Phase	Evaluated Price Component 1 (Sum of flow bypass and balance)	\$ 358,695.00
Construction Phase Overhead and Profit on Cost of Work		
Percentage Overhead and Profit on Cost of Work	Does not include general conditions, bonds, insurance, and Construction Phase engineering costs. Markup to be applied to actual cost of work (subcontractors, materials, and actual cost of work performed) for services as a percentage markup	
	Construction: % fee markup consisting of:	Self-performance scope %: <u> 15.0 </u>
	Self-performed scope percentage	Subcontracted scope %: <u> 5.0 </u>
	Subcontracted scope percentage	

5.0/ UPDATED SOQ

The Downing-Dudek team confirms that the Statement of Qualifications submitted on August 3, 2020 is incorporated into this proposal by reference. All team members and sub-consultants remain the same as identified in the SOQ; however we have include two additional sub-contractors including Big Bear Electric as electrical contractor and Manhole Builder Inc. to provide T Lock lining and coupon repairs to the influent wet well. We have provided resumes and/or SOQs in **Appendix B** for these two additions.

6.0/ REQUIRED FORMS

The following required forms are included in this section:

- Iron Contracting Act Certification
- Non- Collusion Declaration
- Public Works Contractor Registration Certification
- Skilled and Trained Workforce Certification

Attachment H

Iran Contracting Act Certification

(Public Contract Code sections 2200-2208)

Prior to bidding on, submitting a proposal, or executing a contract or renewal for a public entity contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination, and three-year ineligibility to bid on contracts. (Pub. Cont. Code § 2205.)

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

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

<i>Vendor Name/Financial Institution (Printed)</i> Downing Construction, Inc.	<i>Federal ID Number (or n/a)</i> 32-0302148
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Michelle LaVanWay, Authorized Signer	<i>Date Executed</i> 09/02/2020

OPTION #2 – EXCEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i> Not Applicable	<i>Federal ID Number (or n/a)</i> n/a
<i>By (Authorized Signature)</i> n/a	
<i>Printed Name and Title of Person Signing</i> n/a	<i>Date Executed</i> n/a

Attachment I

Non-Collusion Declaration

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the Authorized Signer of Downing Construction, Inc; the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or to refrain from responding. The respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent. All statements contained in the proposal are true. The respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/02/2020 [date], at Redlands [city], CA [state].

Signed: 

Print Name: Michelle LaVanWay

Attachment J

Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Proposer hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Proposer: Downing Construction, Inc.

DIR Registration Number: 1000003519

Proposer further acknowledges:

- (1) Proposer shall maintain a current DIR registration for the duration of the project.
- (2) Proposer shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

Name of Bidder: Downing Construction, Inc.

Signature: 

Name and Title: Michelle LaVanWay, Authorized Signer

Dated: 9-2-20

Attachment J

Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Proposer hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Proposer: Dudek

DIR Registration Number: 1000007200

Proposer further acknowledges:

- (1) Proposer shall maintain a current DIR registration for the duration of the project.
- (2) Proposer shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

Name of Bidder: Dudek

Signature:  _____

Name and Title: Michael Metts, PE - Principal Engineer

Dated: 2.24.20

SKILLED AND TRAINED WORKFORCE CERTIFICATION

The undersigned does hereby certify to the Valley Sanitary District ("District") as follows:

I am the Authorized Signer [title] of Downing Construction, Inc. [proposer], the party submitting the Qualification Statement ("Proposer").

Public Contract Code section 22164 requires the Proposer to provide an enforceable commitment to the District that the Proposer and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades as a condition of being qualified.

A "skilled and trained workforce" means a workforce that meets all of the following conditions:

- All the workers performing work in an apprenticeable occupation in the building and construction trades are either skilled journeypersons¹ or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards.
- At least 60 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
- Notwithstanding the foregoing, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.
- For an apprenticeable occupation in which no apprenticeship program had been approved by the chief prior to January 1, 1995, up to one-half of the graduation percentage requirements under Public Contract Code section 2600 *et seq.* may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation prior to the chief's approval of an apprenticeship program for that occupation in the county in which the project is located.

The Proposer has reviewed the skilled and trained workforce requirements under Public Contract Code sections 22164 and 2600 *et seq.* (as they may be amended from time to time), including the foregoing requirements, and does hereby certify that it shall comply with the same pursuant to one of the following methods:

- The Proposer will provide monthly reports to the City demonstrating that the Proposer and its subcontractors performing work on the project or contract are complying with the requirements of Public Contract Code sections 22164 and 2600 *et seq.*
- The Proposer will provide evidence that the Proposer has entered into a project labor agreement that will bind the Proposer and its subcontractors performing work on the project or contract and that includes the requirements of Public Contract Code section 22164.

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

¹ A skilled journeyman is defined as a worker that either (1) graduated from an approved apprenticeship program or (2) has at least as many hours of experience in the occupation as would be required to graduate from an approved apprenticeship program. (Pub. Contract Code, § 2601(e).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on 09/02/2020 [date], at Redlands [city], CA [state].

Name of Proposer Downing Construction, Inc.

Signature 

Name Michelle LaVanWay

Title Authorized Signer

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on 2.24.20 [date], at Encinitas [city], CA [state].

Name of Proposer Dudek

Signature 

Name Michael Metts, PE

Title Principal Engineer

DOWNING CONSTRUCTION, INC.

DIRECTOR ACTION BY UNANIMOUS WRITTEN CONSENT

The sole Director of Downing Construction, Inc. adopts the following resolution(s) by unanimous written consent pursuant to Corporations Code §307(b):

RESOLVED. Michelle LaVanWay is authorized to sign bids and related documents on behalf of Downing Construction, Inc.

Dated: April 27th, 2015



Randy Downing, Director

Appendix A/ PDB CONTRACT MARKUP

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VALLEY SANITARY DISTRICT



PROGRESSIVE DESIGN/BUILD CONTRACT FOR

INFLUENT PUMP STATION REHABILITATION PROJECT

Contract No. 2020-0105

**Valley Sanitary District
45-500 Van Buren
Indio, CA 92201**

**PROGRESSIVE DESIGN-BUILD CONTRACT BETWEEN
VALLEY SANITARY DISTRICT AND
[***INSERT DBE NAME***]
FOR THE INFLUENT PUMP STATION REHABILITATION PROJECT**

This Progressive Design-Build Contract ("Contract") is made and entered into this __ day of __, 2020 by and between the **Valley Sanitary District**, (hereinafter referred to as "Agency") and **[***INSERT DBE NAME***]** (hereinafter collectively referred to as "Design-Build Entity" or "DBE"). Agency and DBE are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

- A. Agency desires to enter a single project for the turnkey design and construction for the Influent Pump Station Rehabilitation project ("Project") as set forth in this Contract. Because of the unique nature of the Project, Agency desires to engage a single design-build entity to engineer and implement the Project.
- B. The DBE submitted a Proposal for the Project, which was selected as providing the best-value for the Project.
- C. DBE desires to perform and assume responsibility for the provision of the design and construction services, and such other services as required by the Agency on the terms and conditions set forth in this Contract and DBE represents that it is experienced in providing professional planning, design, and construction services to public entities, is appropriately licensed in the State of California to perform such services, and is familiar with the Scope of Work.

TERMS

1. Incorporation of Contract Documents.

The above referenced recitals are true and correct and are incorporated into this Contract by this reference. This Contract includes and hereby incorporates in full by reference the following Contract Documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- (a) Design-Build Contract
- (b) Attachment 1 to this Contract – Scope of Services
- (c) Attachment 1-1 to this Contract – Proposal
- (d) Attachment 2 to this Contract - General Conditions
- (e) Attachment 3 to this Contract – Special Conditions
- (f) Attachment 4 to this Contract – Performance Bond
- (g) Attachment 5 to this Contract – Payment Bond
- (h) Attachment 6 to this Contract – Rate Schedule
- (i) Attachment 7 to this Contract – Workers' Compensation Certification
- (j) Request for Proposal ("RFP") and all addenda, attachments and appendices

- (k) Request for Qualifications (“RFQ”) and all addenda, attachments and appendices
- (l) Design-Build Entity Statement of Qualifications in response to Request for Qualifications
- (m) Agency approved Change Orders
- (n) Completed and approved Construction Documents in accordance with the General Conditions

2. **The DBE’s Basic Obligations: Compensation**

The DBE promises and agrees, at its own cost and expense, to furnish to the Agency all design and construction services, labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project as described in the Contract Documents (hereinafter the “Scope of Work” of “Work”).

2.1 **Construction Document Phase**

For the Construction Document Phase, DBE shall receive compensation, including authorized reimbursements, at the rates set forth in Attachment 6. The total compensation for this phase of work shall not exceed [****INSERT AMOUNT****] without written approval of Authority’s Representative. Additional Work may be authorized, and if authorized, said Additional Work will be compensated at the rates and manner set forth in this Contract. For the purposes of this Contract, the billing rates will remain effective through the entire term of this Contract. The level of completion required for the Construction Document Phase is defined in Attachment 1 Scope of Services.

The Contract Price and Guaranteed Maximum Price (“GMP”) for the Construction Phase shall be developed during the Construction Document Phase on an “open-book” basis. The Contract Price and GMP for the Construction Phase shall be determined no later than at 60% completion of the Construction Documents. The DBE shall submit a proposal to the Agency (the “Proposal”) for completion of the design and construction of the Project as part of the Construction Phase for the Contract Price and GMP. The Proposal and its requirements are discussed herein.

2.2 **Construction Phase**

The Construction Phase shall consist of DBE completing the design and performing all construction services, labor, materials, tools, equipment, services, engineering and incidental and customary work necessary to fully and adequately complete the Construction Phase as defined in Attachment 1 Scope of Services.

3. **The Proposal**

3.1 The Proposal shall include the following:

(a) **The Contract Price.**

(i) The Contract Price shall be equal to the DBE’s Fee, as defined herein, and the estimated cost of the Construction Phase Work, as defined herein, subject to a GMP and any adjustments made in accordance with the Contract Documents. Except as otherwise provided in this Contract, the DBE shall assume the risk of all costs in excess of the

GMP in the performance the Work and to provide a fully completed and successfully operational Project, complete in every detail according to the provisions of the Contract Documents and shall not be entitled to additional payments because of such excess costs.

(ii) The estimated cost of the Construction Phase Work may include the DBE's contingency. The contingency shall cover all additional and unforeseen expenses that DBE may incur in performing the Construction Phase and as a result of all conditions and events which do not entitle DBE to a Change Order. DBE shall not be entitled to draw against the contingency without Agency's prior written approval, which consent shall not be unreasonably withheld.

(b) Basis for the Contract Price and GMP

(i) A list of the drawings and specifications, including all addenda, used as the basis for the Contract Price and GMP; and

(ii) A list of the assumptions, exceptions, and clarifications made by DBE in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications; and

(iii) The DBE's proposed GMP, including a statement of the estimated cost and a schedule of values organized by trade categories, allowances, contingency, and other items and the DBE's fee that comprise the GMP for the Construction Phase Work; and

(iv) Any other information required by the Agency.

3.2 Review of the Proposal.

(a) Upon receipt of DBE's Proposal for the Construction Phase, the Agency may enter into negotiations with DBE on the Contract Price and GMP to achieve a mutually acceptable basis on which to proceed. The determination of the Contract Price and GMP shall be by written Change Order duly executed by the Parties. Unless otherwise expressly stated by the Parties in writing, the Change Order shall not modify any portion of this Contract except establishing or confirming the final Contract Price for the Construction Phase.

(b) If the Parties are unable to reach an agreement on DBE's Proposal, the Agency and DBE shall meet and confer as to how the Project shall proceed, with the Agency, in addition to any other options allowed by the Contract Documents, having the following options;

(i) Allow the DBE to complete the Construction Document Phase, if not yet completed, and once completed, the Agency may terminate the Contract for convenience. The Agency shall pay DBE only for the compensation agreed to for the Construction Document Phase. All deliverables including but not limited to documents, engineering, budget costs, preliminary design, schedule and data shall become the exclusive property of the Agency.

(ii) Allow the DBE to complete the Construction Document Phase, if not yet completed, and authorize the DBE to complete the Construction Documents as Additional Work at the rates set forth in Attachment 6 by written Change Order duly executed by the Parties. All deliverables including but not limited to documents, engineering, budget costs, design, schedule and data shall become the exclusive property of the Agency upon receipt of

payment. The deliverables shall include the complete Construction Documents. Once this work is complete, the Contract shall be deemed complete.

(c) The Parties acknowledge that Agency's ability to successfully complete the Project may be significantly impacted if Agency elects to terminate DBE's services at the end of the Construction Document Phase, rather than proceeding to the Construction Phase, and certain design subconsultants are not available to continue working on the Project. Consequently, DBE hereby agrees that if Agency terminates DBE for any reason, Agency shall have the right to contract directly with such design subconsultants for design-related services on this Project, and DBE shall take such steps as are reasonably necessary to enable Agency to implement such relationship. DBE shall provide in any design subconsultant agreements that Agency shall have the right to negotiate directly with such design subconsultants for the continuation of their services with respect to the Project, and that any provisions with respect to copyright or the ownership of instruments of service confirm such right of Agency.

4. **Establishment of Contract Price: Guaranteed Maximum Price**

The following shall be used in establishing the Contract Price and GMP.

4.1 DBE's Fee.

(a) The DBE's Fee shall be _____ percent (_____ %) of the cost of the Construction Phase Work. The DBE's Fee shall compensate the DBE for all field and home office overhead, profit, and other costs and expenses not specifically included in the cost of the Construction Phase Work.

4.2 Cost of the Construction Phase Work.

(a) The cost of the Construction Phase Work include all costs necessarily and properly incurred by the DBE to design, construction, test, and commission the Project ("Reimbursable Costs"), which is defined as all costs reasonably and properly incurred in performing the Work at competitive rates, including: wages paid for direct labor; contributions applicable to the DBE's payroll; fringe benefits; payroll taxes; contributions for unemployment; social security, disability, and similar payments and assessments; salaries of clerical, supervisory and other personnel at the job site or in the field and employed in the construction of the Project; travel and subsistence; materials, supplies, and equipment incorporated or consumed in the Work; the cost of subcontracts; temporary facilities and hand tools consumed in the Work; reasonable equipment rental charges whether the equipment is owned by or rented to DBE; power, utility, and telephone charges; permits, licenses and inspections for which the DBE is required by the Contract Documents to pay, other than those permits for which Agency pays directly; sales and use taxes incurred about the Work; fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work; premiums for bonds and insurance the DBE is required by the Contract Documents to maintain; demolition, clean-up and removal costs; professional fees of consultants, engineers, designers or schedulers that the DBE is required by the Contract Documents to employ; and all other costs properly and reasonably incurred in the performance of the Work.

4.3 Cost of the Construction Phase Work Not Reimbursable.

(a) The cost of the Construction Phase Work does not include: compensation for the DBE's personnel stationed at the DBE's principal or branch offices; overhead and

general expenses except those provided for in Reimbursable Costs; the cost of the DBE's capital used in the performance of the Work; costs that would cause the GMP to be exceeded; Discounts and rebates and the salvage value of tools and equipment consumed in the Work; costs incurred in performing call-back, repair and warranty work; discounts and rebates and the salvage value of tools and equipment consumed in the Work; costs due to the negligence, error, or omission of the DBE or to the failure of the DBE to fulfill a specific responsibility to the Agency set forth in this Contract Document; costs incurred as a result of a delay which does not constitute compensable delay under the General Conditions; costs incurred in the performance of the Construction Document Phase; any cost not specifically and expressly described as a reimbursable cost; and costs DBE is required to bear as a result of DBE's failure to perform in accordance with the Contract Documents.

4.4 Guaranteed Maximum Price

(a) DBE guarantees that the Contract Price shall not exceed [REDACTED] Dollars (\$ [REDACTED]) (the "Guaranteed Maximum Price" or "GMP"), subject to any additions or deductions as provided in the Contract Documents. Except as otherwise provided in this Contract, the DBE shall assume the risk of all costs in excess of the GMP in the performance the Work and to provide a fully completed and successfully operational Project, complete in every detail according to the provisions of the Contract Documents and shall not be entitled to additional payments because of such excess costs. Should the DBE believe that it is entitled to additional compensation, whether money or time, it must request such compensation pursuant to the General Conditions.

(b) Inasmuch as DBE has been involved in the Construction Document Phase of the Project, DBE agrees, for itself and on behalf of its subcontractors and suppliers, that no increase in the GMP will be made to pay for work that DBE could otherwise claim as a Change Order unless DBE establishes that the additional cost is the result of one of the following: (a) an affirmative change in the scope of work initiated by the Agency; (b) a change required by regulatory authorities (including inspections) that was not reasonably ascertainable from the Contract Documents and not reasonable inferable from local practices or circumstances; or (c) unforeseen subsurface or latent physical conditions, as defined in the General Conditions.

(c) The GMP includes and assumes that from time to time, DBE will encounter delays and difficult site conditions arising from limited access to work areas, other interference, or conditions at the Project site. DBE assumes full responsibility for its examination, investigation and understanding of the difficulties which may be encountered and has included in its GMP the cost of any Work associated with such difficulties.

(d) Adjustments to the GMP on account of changes in the Work shall be determined by Article 9 of the General Conditions. In calculating adjustments to the GMP, the allowed costs shall mean the Reimbursable Costs and the allowed mark-up shall mean the DBE's Fee.

(e) If the final Contract Price is less than the Guaranteed Maximum Price, as such Guaranteed Maximum Price may have been adjusted pursuant to the Contract Documents, the difference (savings) shall be shared as follows: fifty percent (50%) to the DBE and fifty percent (50%) to the Agency.

(f) DBE acknowledges that the Contract Price is to be administered on an open book arrangement relative to the costs of the Work. With each Application for Payment, the DBE shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the DBE to demonstrate that cash disbursements already made by the DBE on account of the cost of the Work equal or exceed (1) progress payments already received by the DBE; less (2) that portion of those payments attributable to the DBE's Design and Construction Fee; plus (3) payrolls for the period covered by the present Application for Payment.

5. **Standard of Care.**

The DBE's performance shall be consistent with the standards set forth in the Contract and the General Conditions. The DBE warrants to Agency that all Design Work will be performed in accordance with the **highest** professional standards and degree of care applicable to those design professionals who specialize in designing and providing services for projects of the type, scope, quality and complexity of the Project utilizing the Design-Build contracting mode. The DBE warrants to Agency that all labor, materials, equipment and furnishings used in, or incorporated into, the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents), and all work will be free of liens, claims and security interests of third parties; that the work will be of **s o u n d t h e h i g h e s t** quality and free from defects and that all work will conform with the requirements of the Contract Documents. The DBE shall supervise, inspect, and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Project in accordance with the Contract Documents. The DBE shall be solely responsible for the means, methods, techniques, sequences, and procedures of design and construction of the Project. DBE shall perform, at its own cost and expense and without reimbursement from the Agency, any services necessary to correct errors or omissions which are caused by the DBE's failure to comply with the standard of care provided for herein.

6. **Period of Performance: Liquidated Damages.**

Time is of the essence. The DBE shall commence the Construction Document Phase after receipt of Agency's Notice to Proceed and complete the Construction Document Phase work within 120 days of the Notice to Proceed date.

The DBE guarantees that it shall perform and complete all Work required by the Contract Documents for completion by the Project Completion Date. The Project Completion Date shall be 365 days from the commencement date stated in the Notice to Proceed with Construction.

~~The DBE agrees that it shall be liable to the Agency for liquidated damages in an amount of **Five Hundred Dollars (\$500)** per day for each and every calendar day beyond the Project Completion Date that completion of the Project has not been achieved at the Project Site. If not completed by the Project Completion Date, it is understood that the Agency will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the Agency will sustain in the event of and by reason of the DBE's failure to complete the work, and therefore the DBE shall pay to the Agency the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due the DBE may be retained to cover liquidated damages.~~

In compliance with the provisions of California Public Contract Code section 7102, the

DBE will be compensated for damages incurred due to delays in completing the Work by the Project Completion Date due solely to the fault of the Agency, where such delay to the critical path is unreasonable under the circumstances and not contemplated by the parties, and such delay is not the result of Additional Work. The DBE and Agency agree that determining actual damages is impracticable and extremely difficult. As such, the DBE shall be entitled to the appropriate time extension and to payment of liquidated damages in an amount of **Five Hundred Dollars (\$500)** per day for each and every calendar day in excess of the Project Completion Date. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The amount of reverse liquidated damages shall be reduced by DBE's concurrent delays. The DBE expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this Article.

7. **Approval of Design: Commencement of Construction.**

(a) DBE shall submit the following to Agency for approval:

- (i) Basis of Design Report; and
- (ii) 60% Construction Documents; and
- (iii) 100% Construction Documents.

(b) The Agency's review and approval of the design shall not relieve the DBE from its responsibilities under the Contract. Such review shall not be deemed an approval or waiver by the Agency of any deviation from, or of the DBE's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted by the DBE and approved by the Agency. The Agency Representative, or an Agency Engineer designated to review and approve Construction Documents, shall be authorized to approve the Construction Documents and any amendments or changes to the design.

(c) The Contract Schedule shall indicate the time for the Agency to review the proposed Construction Documents and shall provide a reasonable time for review of same, not less than **Twenty-One (21)** days. DBE shall not be entitled to damages, liquidated or otherwise, for any delays during the Construction Document Phase.

(d) DBE shall not commence construction until the Agency executes a Change Order for the Contract Price and GMP, approves the completed Construction Documents and issues a Notice to Proceed with Construction. DBE may request a Notice to Proceed with Construction prior to completion of the 100% Construction Documents, and Agency may issue same, provided that DBE shall not construct any portion of the Project until the design of such portion has been approved. The Project Completion Date shall run from the Notice to Proceed with Construction even if issued prior to completion of the 100% Construction Documents.

8. **Agency's Representative.**

The Agency hereby designates **Ron Buchwald** or his or her designee, as the person to act as its representative for the performance of this Contract ("Agency's Representative"). The

Agency's Representative shall be authorized to act as liaison between Agency and the DBE in the administration of this Contract and all work on the Project. The Agency's Representative shall have the power to act on behalf of the Agency for all purposes under this Contract, including for the purpose of approving the design. Agency may designate new and/or different individuals to act as Agency's Representative from time to time upon written notice to the DBE.

9. **DBE's Representative.**

The DBE hereby designates [***INSERT NAME***], or his or her designee, to act as its representative for the performance of this Contract ("DBE's Representative"). DBE's Representative shall have full authority to represent and act on behalf of the DBE for all purposes under this Contract. DBE's Representative shall supervise and direct all work on the Project, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the work pursuant to this Contract.

10. **DBE's Contractor's License and Registration.**

The DBE shall have only appropriately licensed contractors performing work on the Project as required by the Business and Professions Code. The DBE (**License No. CA#** [REDACTED]) shall act as the licensed contractor for the Project. DBE shall perform all

services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and the DBE shall be fully responsible to the Agency for any damages and/or delays to the Project as specified in the Contract. The licensed contractor shall be registered with the Department of Industrial Relations to perform public work (**DIR Registration No.** [REDACTED]).

11. **DBE's Design Professional.**

The DBE shall name a specific person to act as the Design Professional as described in the General Conditions, subject to the approval of the Agency. The DBE hereby designates [***INSERT NAME***] (**License No.: CA#** [REDACTED]) to act as the Design Professional for the

Project. DBE's Design Professional shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and the DBE shall be fully responsible to the Agency for any damages and/or delays to the Project as specified in the indemnification provisions of the Contract. Any change in the Design Professional shall be subject to the Agency's prior written approval, which approval shall not be unreasonably withheld. The new Design Professional shall be of at least equal competence as the prior Design Professional. In the event that Agency and DBE cannot agree as to the substitution of a new Design Professional, the Agency shall be entitled to terminate this Contract as described in the General Conditions.

12. **Authority of Signatories.**

The persons executing this Contract on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

[SIGNATURES CONTINUED ON NEXT PAGE]

Entered into as of the Effective Date first above written, the Parties hereby execute this Design-Build Contract, as follows:

VALLEY SANITARY DISTRICT

INSERT NAME OF DBE

By:
 Beverli A. Marshall
 GENERAL MANAGER

[IF CORPORATION, TWO SIGNATURES,
 PRESIDENT OR VICE PRESIDENT AND
 SECRETARY OR TREASURER REQUIRED]

By: _

Its: _

Printed Name: _

ATTEST:

By:
 [INSERT NAME]

[DELETE THE FOLLOWING SIGNATURE
 LINE IF NOT REQUIRED]

By: _

Its: _

Printed Name: _

APPROVED AS TO FORM:

By:
 ROBERT HARGREAVES,
 GENERAL COUNSEL

Contractor's License Number

DIR Registration Number

**ATTACHMENT 1
SCOPE OF SERVICES**

*****INSERT CONSTRUCTION DOCUMENT PHASE AND CONSTRUCTION
PHASE SCOPE OF SERVICES***]**

**ATTACHMENT 1-1
PROPOSAL**

ATTACHMENT 2 GENERAL CONDITIONS

ARTICLE 1 -DEFINITIONS AND TERMINOLOGY

1.1 Defined Terms.

A. Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God -- Act of God is an earthquake of magnitude 3.5 or higher on the Richter Scale or a tidal wave.
2. Additional Work -- New or unforeseen work will be classified as "Additional Work" when Agency's Representative determines that it is not covered by the Contract.
3. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
4. Application for Payment -- The form acceptable to Agency's Representative which is to be used by the Design-Build Entity during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. Architect of Record or Engineer of Record ("A/E") -- The individual, partnership, corporation, joint venture, or other legal entity named as the Design Professional in the Contract or any succeeding entity designated by Agency.
6. Bridging Documents -- Includes, but is not limited to, the portions of the Contract Documents which constitute an outline of design requirements, Work, Project Program, Performance Specifications and schematic drawings.
7. Certificate for Payment -- The form signed by Agency's Representative attesting to the Design-Build Entity's right to receive payment for certain completed portions of the Work on the Project in accordance with Article 12.
8. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Project Completion Date, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
9. Change Order Request ("COR") -- A request made by the Design-Build Entity for an adjustment in the Contract Price and/or Project Completion Date as the result of a Design-Build Entity-claimed change to the Work.

10. Claim -- A demand or assertion by Agency or Design-Build Entity seeking an adjustment of the Contract Price or Project Completion Date, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. Construction Documents -- The plans and Technical Specifications prepared by the Design-Build Entity for the Project and approved by Agency. The Construction Documents shall set forth in detail all items necessary to complete the construction (other than such details customarily provided by others during construction) of the Project in accordance with the Contract Documents. Following commencement of the Construction Phase, Construction Documents become part of the Contract Documents upon their completion and approval by Agency. All amendments and modifications to the Construction Documents must be approved by Agency in writing.
12. Construction Documents Phase -- The first phase of the Work and will commence with the issuance of the Notice to Proceed.
13. Construction Phase -- The second phase of the Work and will commence upon final approval of the Construction Documents by Agency and a Notice to Proceed with Construction.
14. Construction Work -- That portion of the Work on the Project consisting of the provision of labor, materials, furnishings, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.
15. Contract -- The entire integrated written agreement between Agency and Design-Build Entity concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.
16. Contract Documents -- The documents listed in Section 1 of the Contract. Some documents provided by Agency, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
17. Contract Times -- The number of days or the dates stated in the Contract Documents and Project Schedule to achieve defined Milestones, if any, and to complete the Work so that it is ready for final payment.
18. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Design-Build Entity made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Design-Build Entity at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

19. Daily Rate – The Reverse Liquidated Damages amount stipulated in the Contract Documents as full compensation to the Design-Build Entity due to Agency's unreasonable delay to the Project that was not contemplated by the parties.
20. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
21. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
22. Demobilization – The complete dismantling and removal by the Design-Build Entity of all of the Design-Build Entity's temporary facilities, equipment, and personnel at the Site.
23. Design-Build Entity -- The individual or entity with which Agency has contracted for performance of the Work.
24. Design-Build Entity Representative -- The person or firm identified as the primary contact person and representative of the Design-Build Entity as designated in the Contract and who shall not be changed without prior written consent of Agency.
25. Design Materials -- Any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by, or for, the Design-Build Entity: (1) to Agency under the Contract Documents or; (2) developed or prepared by or for the Design-Build Entity specifically to discharge its duties under the Contract Documents.
26. Design Professional -- The individuals or entities who will provide the Design-Build Entity with the required architectural, engineering, and other professional services required for the coordinated design of the Project and the administration of construction.
27. Design Work -- The portion of the Work on the Project consisting of the Design services and design deliverables required to be provided in connection with the Design of the Project as set forth in the Contract Documents.
28. Drawings -- The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work to be done on the Project, generally including plans, elevations, sections, details, schedules, and diagrams prepared as part of the Design Materials. The Drawings are listed in the List of Drawings.
29. Effective Date of the Contract – The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

30. Equipment Manufacturer -- Any Separate Contractor that fabricates and/or supplies any of Agency's provided equipment which is installed in the Project by the Design-Build Entity.
31. Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the Agency in its capacity as a municipal authority.
32. Governmental Approvals -- Those governmental actions required to be obtained by Agency and necessary for the completion of the Project.
33. Hazardous Materials -- Any substance: the presence of which requires investigation or remediation under any federal, state or local law, statute, regulation, ordinance, order, action, policy, or common law; which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state or local law, statute, regulation, rule or ordinance, or amendments thereto, including, without limitations, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. ("RCRA"); which is petroleum, including crude oil or any fraction thereof not otherwise designated as a "hazardous substance" under CERCLA including, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons; which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any regulatory agency or instrumentality or the United States; the presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; the presence of which on adjacent properties could constitute a trespass by the Design-Build Entity or the Agency; or as defined in the California Health and Safety Code. For the purposes of this Contract, "Hazardous Materials" shall also include, but are not limited to, "Underground Storage Tanks." "Underground Storage Tank" shall have the definition assigned to that term by Section 9001 of RCRA, 42 U.S.C. Section 6991, and also shall include: any tank of one thousand one hundred (1,100) gallons or less capacity used for storing motor fuel; any tank used for storing heating oil for consumption on the premises where stored; any septic tank; and any pipes connected to the above items.

34. Holidays -- Holidays occur on:

New Year's Day - January 1
Martin Luther King Jr. Day – Third Monday of January
President's Day – Third Monday of February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

35. Liens – Charges, security interests, or encumbrances upon Project funds, or personal property, including without limitation Stop Payment Notices.
36. Milestones – A principal event specified in the Contract Documents associated with a required completion date or time prior to Completion of all the Work. Failure to achieve Milestones may result in Liquidated Damages as described in the Contract Documents.
37. Notice of Award – The written notice by Agency to the Design-Build Entity stating that upon timely compliance by the Design-Build Entity with the conditions precedent listed therein, Agency will sign and deliver the Contract.
38. Notice of Completion – The form which may be executed by Agency and recorded by the county where the Project is located constituting final acceptance of the Project.
39. Notice to Proceed -- A written notice given by Agency to the Design-Build Entity fixing the date on which the Design-Build Entity may proceed with the Work and when Contract Time will commence to run.
40. Partial Utilization – Use by Agency of a substantially completed part of the Work prior to Completion of all the Work.
41. Performance Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto included within the Bridging Documents.
42. Project -- The total design and construction of which the Work performed under the Contract Documents may be the whole, or a part, and which may include separate design or construction work performed by Agency or by Separate Contractors for the Project.

43. Project Completion Date -- The date by which the Design-Build Entity agrees that all Work described in the Contract Documents shall be completed. The Project Completion Date is set forth in the Contract.
44. Project Schedule -- The graphical representation of a practical plan to complete the Work on the Project within the Project Completion Date and other Contract Times. The detailed requirements for the Project Schedule are stated in Article 6.
45. Proposal -- The proposal submitted by the Design-Build Entity in response to the Request for Proposal for this Project.
46. Request for Proposal ("RFP") -- The request for proposal issued by Agency for the Project and includes all documents, exhibits, attachments, and addenda thereto.
47. Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
48. Separate Contractor -- A person, or firm, under separate contract with Agency performing other work at the Project site which may affect the Work.
49. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Design-Build Entity and submitted by Design-Build Entity to illustrate some portion of the Work.
50. Site -- Lands or areas indicated in the Contract Documents as being furnished by Agency upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Agency which are designated for the use of Design-Build Entity.
51. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
52. Subcontractor -- An individual or entity that has a contract with the Design-Build Entity or with a Subcontractor of the Design-Build Entity to perform a portion of the Work on the Project. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.
53. Submittal - Written or graphic information and physical samples prepared and supplied by the Design-Build Entity demonstrating various portions of the Work.
54. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Design-Build Entity or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
55. Technical Specifications -- All documents developed by the Design-Build Entity and which are ready for final construction.

56. Tier -- The contractual level of a Subcontractor or supplier or consultant with respect to the Design-Build Entity. For example, a first tier Subcontractor is under subcontract with the Design-Build Entity, a second tier Subcontractor is under subcontract with a first tier Subcontractor, and so forth.
57. Warranty A written guarantee provided to Agency by the Design-Build Entity that the Work remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.
58. Work -- The entire design and construction, or the various separately identifiable parts thereof, required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such design and construction, and furnishing, installing, and incorporating all materials and equipment into such design and construction, all as required by the Contract Documents.

1.2 Terminology.

- A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Project site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Design-Build Entity is implied.
- B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning

ARTICLE 2 -PRELIMINARY MATTERS

2.1 Delivery of Contract Documents.

- A. Within fifteen (15) Days after receipt of the Notice of Award and before Agency will execute the Contract, the Design-Build Entity shall furnish and file with Agency a signed Contract in duplicate and the necessary Performance Bond, Payment Bond, Certificates of Insurance and Endorsements, Escrow Agreement (if used) and Tax

Identification Number, as well as any other documents specified in the Contract Documents. Notwithstanding the foregoing, if the Contract Price has yet to be established at Notice of Award, then the Performance Bond and Payment Bond may be provided after establishing the Contract Price and prior to the Construction Phase.

2.2 Bonds.

A. Design-Build Entity shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to Agency conditioned upon the faithful performance by the Design-Build Entity of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

2.3 Evidence of Insurance.

A. Design-Build Entity shall obtain, at its sole cost and expense, all insurance required by Article 5. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to Agency within fifteen (15) Days after receipt of the Notice of Award and before execution of the agreement for construction by Agency.

2.4 Execution of Contract.

A. Upon receipt of the required Contract Documents, Agency will execute the Contract, establishing the Effective Date of the Contract.

2.5 Commencement of Contract Times; Notice to Proceed with Construction.

A. The Agency will not issue a Notice to Proceed until after the Effective Date of the Contract. Construction Work shall commence within fifteen (15) Days of the date stated in Agency's Notice to Proceed with Construction. No Construction Work shall be done at the Site prior to the date on which the Contract Time commence to run. Nothing herein shall affect the Project Completion Date.

2.6 Copies of Documents.

A. Agency will furnish to Design-Build Entity one (1) copy of the Bridging Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.7 Preconstruction Conference; Designation of Authorized Representatives.

A. Before any Work at the Project site is started, a conference attended by Agency, Design-Build Entity, Agency's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings

and other submittals, processing Applications for Payment, and maintaining required records.

2.8 Initial Acceptance of Schedules.

- A. At least ten (10) Days before submission of the first Application for Payment, a conference attended by Design-Build Entity, Agency's Representative, and others as appropriate will be held to review for acceptability to Agency's Representative the schedules submitted, as required by the Contract Documents. Design-Build Entity shall have an additional ten (10) Days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Design-Build Entity until acceptable schedules are submitted to Agency's Representative. Acceptance of the schedules by Agency's Representative will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve Design-Build Entity from Design-Build Entity's full responsibility therefor.

ARTICLE 3 -CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent.

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Agency. Clarifications and interpretations of the Contract Documents shall be issued by Agency's Representative as provided in these General Conditions.
- B. If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.
- C. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Design-Build Entity in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.2 Reference Standards.

- A. Standards, Specifications, Codes, Laws, and Regulations.
 - 1. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of proposals (or on the

Effective Date of the Contract if there were no proposals), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a supplier, shall be effective to change the duties or responsibilities of Agency, Design-Build Entity, or Agency's Representative, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Agency or Agency's Representative, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.3 Order of Precedence.

- A. The intent of the Contract Documents is to include all necessary criteria to establish the scope and quality for completion of the Work on the Project by the Design-Build Entity. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Design-Build Entity shall be required to the extent consistent with, and reasonably inferable from, the Contract Documents.
- B. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or the provisions of any Applicable Laws (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Applicable Law).
- C. In resolving conflicts among any of the Contract Documents, the order of precedence shall be as follows:
 1. Permits from other agencies as may be required by law;
 2. Change Orders or Pending Change Orders, most recent first;
 3. Design-Build Contract;
 4. Special Conditions;
 5. General Conditions;
 6. RFP and all addenda, attachments and appendices;
 7. Design-Build Entity Proposal in response to RFP;
 8. Construction Documents prepared by Design-Build Entity; and
 9. Drawings prepared by Design-Build Entity;

10. Request for Qualifications and all addenda, attachments and appendices; and
 11. Design-Build Entity Statement of Qualifications in response to Request for Qualifications.
- D. With reference to the Drawings the order of precedence shall be as follows:
1. Figures govern over scaled dimensions;
 2. Detail drawings govern over general drawings;
 3. Change Order drawings govern over Drawings;
 4. Drawings govern over standard drawings.
- E. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

3.4 Amending and Supplementing Contract Documents.

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by a Change Order.

3.5 Interpretation and Use of Contract Documents.

- A. Agency and the Design-Build Entity acknowledge that the Contract Documents may differ in some respect(s) from the other documents included in the RFP upon which the Design-Build Entity based its Proposal. Prior to the commencement of construction on the Project, the parties shall confirm, in writing, the final form of the Contract Documents that are to be utilized. Specifically, once approved by Agency, the Construction Documents become a part of the Contract Documents and define the entire scope of work, so long as such documents incorporate all minimum requirements of the Bridging Documents. The Design-Build Entity shall certify that the Construction Documents are in full compliance with the Contract Documents, except as noted.
- B. Organization of the Performance Specifications into various subdivisions and the arrangement of the Drawings shall not control the Design-Build Entity in dividing portions of the Work necessary for the Project among Subcontractors or in establishing the extent of Work to be performed by any trade.
- C. Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood design professional and construction industry meanings; nontechnical words and abbreviations are used in accordance with their commonly understood meanings.
- D. The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general

statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non limiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

- E. Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include a corporation, partnership, trust, or other legal entity, whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.
- F. Each and every provision of law required by law to be inserted in the Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.
- G. Before commencing any Work on the Project, the Design-Build Entity shall check and review the Contract Documents, including the Construction Documents, for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract. In the event the Design-Build Entity observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract, the Design-Build Entity shall immediately notify Agency’s Representative in writing of the same and shall cause to be corrected any such violation or inconsistency in the manner provided hereunder. The Design-Build Entity shall be solely liable for any such violation, inconsistency or special requirement, if Design-Build Entity fails to conduct such review or notification to Agency.
- H. Before commencing any Work on the Project, the Design-Build Entity shall carefully examine all Performance Specifications, the Contract, the Contract Documents and other information given to the Design-Build Entity as to Project requirements. The Design-Build Entity shall immediately notify Agency’s Representative of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in such documents in writing. Neither the Design-Build Entity nor any Subcontractor shall take advantage of any apparent error or omission which may be found in the Performance Specifications, the Contract, the Contract Documents or other information given to Design-Build Entity. If the Design-Build Entity or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract, which it knows or should have known to be in error, inconsistent, or

ambiguous, or not sufficiently detailed or explained, the Design-Build Entity shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the Project Completion Date. In no case shall any Subcontractor proceed with Work if uncertain without the Design-Build Entity's written direction and/or approval.

3.6 Reuse of Documents.

- A. Design-Build Entity and any Subcontractor shall not: have or acquire any title to or Ownership rights in any of the Construction Documents or other documents (or copies of any thereof) prepared by or bearing the seal of the A/E or its consultants, including electronic media editions; or reuse of any such Construction Documents, other documents, or copies thereof on extensions of the Project or any other project without written consent of Agency and A/E and specific written verification or adaptation by the A/E. The prohibitions of this Article will survive final payment, or termination of the Contract. Nothing herein shall preclude Design-Build Entity from retaining copies of the Contract Documents for record purposes.

3.7 Electronic Data.

- A. The data furnished by Agency or Agency's Representative to Design-Build Entity, or by Design-Build Entity to Agency or Agency's Representative, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) Days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-Day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

3.8 Ownership and Use of Construction Documents.

- A. The Construction Documents, and all copies thereof, furnished to, or provided by, the Design-Build Entity are the property of Agency. Agency and the Design-Build Entity explicitly agree that all materials and documents developed in the performance of this Contract are the property of Agency pursuant to the requirements of Agency. Agency shall have unlimited rights, for the benefit of Agency, in all drawings, designs, technical specifications, notes and any other documentation and other Work developed in the performance of this Contract for the Project, including the right to re-use details of the Design on any other Agency Work at no additional cost to

Agency. The Design-Build Entity agrees to, and hereby does, grant to Agency a royalty free license to all such data that the Design-Build Entity may cover by copyright and to all designs as to which the Design-Build Entity may assert any right or establish any claim to under the patent or copyright laws. The Design-Build Entity, for a period up to five (5) years from the date of Completion of the Project, agrees to furnish and to provide access to the originals or copies of all such materials immediately upon the written request of Agency. Any use or reuse by Agency of the Construction Documents on any project other than this Project without employing the services of the Design-Build Entity shall be at Agency's own risk with respect to third parties. If Agency uses or re-uses the Construction Documents on any project other than this Project, it shall remove the A/E's seal from the Construction Documents and hold harmless Design-Build Entity, A/E, and their officers, directors, agents and employees from claims arising out of the use or re-use of the Construction Documents on such other project. Design-Build Entity shall not be responsible or liable for any revisions to the Construction Documents made by any party other than the Design-Build Entity, a party for which the Design-Build Entity is legally responsible or liable, or anyone approved by the Design-Build Entity.

3.9 Administration of the Contract by Agency's Representative.

- A. During the term of this Design-Build Contract, Agency's Representative shall have the right to review the Design-Build Entity's Work at such intervals as deemed appropriate by Agency's Representative. However, no actions taken during such review or site visit by Agency's Representative shall relieve the Design-Build Entity of any of its obligations of single point responsibility for the design and construction of this Project nor form the basis for a Claim if such actions extend beyond the Project Completion Date.
- B. Agency's Representative will not have control over, will not be in charge of, and will not be responsible for design or construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work on the Project, since these are solely the Design-Build Entity's responsibility.
- C. Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, Agency and the Design-Build Entity shall communicate through Agency's Representative. Communications by the Design-Build Entity with Agency's consultants and Agency's Representative's consultants shall be through Agency's Representative. Communications by Agency and Agency's Representative with Subcontractors will be through the Design-Build Entity. Communications by the Design-Build Entity and Subcontractors with Separate Contractors shall be through Agency's Representative. The Design-Build Entity shall not rely on oral or other non-written communications.
- D. Based on Agency's Representative's Project site visits, review of the Work, and evaluations of the Design-Build Entity's Applications for Payment, Agency's Representative will recommend amounts, if any, due the Design-Build Entity and will issue Certificates for Payment in such amounts.

- E. Agency's Representative will have the authority to reject Work on the Project, or any portion thereof, which does not conform to the Contract Documents. Agency's Representative will have the authority to stop Work on the Project, or any portion thereof. Whenever Agency's Representative considers it necessary, or advisable, for implementation of the intent of the Contract Documents, Agency's Representative will have the authority to require additional inspection or testing of the Work on the Project in accordance with the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, no authority of Agency's Representative conferred by the Contract Documents nor any decision made in good faith either to exercise, or to not exercise such authority, will give rise to a duty or responsibility of Agency or Agency's Representative to the Design-Build Entity, or any person or entity claiming under, or through, the Design-Build Entity.
- F. Agency's Representative will have the authority to conduct inspections in connection with beneficial occupancy and to determine the dates of Completion; will receive for review and approval any records, written warranties, and related documents required by the Contract Documents and assembled by the Design-Build Entity; and will issue a final Certificate for Payment upon the Design-Build Entity's compliance with the requirements of the Contract Documents.
- G. Agency's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Design-Build Entity. Should the Design-Build Entity discover any conflicts, omissions, or errors in the Construction Documents or the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; then, before proceeding with the Work affected, the Design-Build Entity shall notify Agency's Representative in writing and request interpretation, or clarification. Agency's Representative's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Design-Build Entity proceed with the Work affected before receipt of a response from Agency's Representative, any portion of the Work on the Project which is not done in accordance with Agency's Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and the Design-Build Entity shall be responsible for all resultant losses.
- H. Agency may at any time and from time to time, without prior notice to or approval of the Design-Build Entity, replace Agency's Representative with a new Agency Representative. Upon receipt of notice from Agency informing the Design-Build Entity of such replacement and identifying the new Agency's Representative, the Design-Build Entity shall recognize such person or firm as Agency's Representative for all purposes under the Contract Documents.

ARTICLE 4 -AVAILABILITY AND OWNERSHIP OF LANDS AND MATERIALS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands.

- A. Agency shall furnish the Project site. Agency shall notify Design-Build Entity of any encumbrances or restrictions not of general application but specifically related to use

of the Project site with which Design-Build Entity must comply in performing the Work. Agency will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. Design-Build Entity shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment at no additional cost to Agency.

4.2 Ownership of Site Materials Found.

- A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Design-Build Entity or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by Agency. Neither Design-Build Entity nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Design-Build Entity will, as determined by Agency's Representative, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided Agency shall have the right to use or consume these materials without payment to a third party.

4.3 Hazardous Material at Site.

- A. The Design-Build Entity shall have no responsibility for detection, abatement, remediation, removal or disposal of any Hazardous Material, except Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity. In the event that the Design-Build Entity becomes aware of the presence of, or exposure of persons to, any Hazardous Material at the Project Site, the Design-Build Entity shall inform Agency by notice immediately. Notwithstanding anything to the contrary herein, the Design-Build Entity shall not be responsible for, and the Agency shall bear full responsibility and remediation costs relating to any Hazardous Materials uncovered, removed or disturbed by the Design-Build Entity on the Project Site resulting from the Design-Build Entity's performance of the work hereunder, except Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity. The Agency shall not be responsible for, and the Design-Build Entity shall bear full responsibility and remediation costs relating to any Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity.
- B. The Design-Build Entity hereby specifically agrees to indemnify, defend and hold the Agency, its present and future directors, officers, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of: (a) the existence, uncovering or unveiling, or any release by the Agency or Design-Build Entity of, a Hazardous Material introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on

behalf of the Design-Build Entity; (b) any enforcement or compliance proceeding commenced by or in the name of any governmental authority because of the presence on the Project Site of Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity; and (c) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Hazardous Material laws by the Design-Build Entity.

4.4 Protection and Restoration of Existing Improvements and Reference Points.

- A. Design-Build Entity shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Agency. Design-Build Entity shall report to Agency's Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

- 5.1 Time for Compliance. Design-Build Entity shall not commence Work under this Contract until it has provided evidence to Agency that it has secured all insurance required under this Article. Design-Build Entity shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein. Design-Build Entity shall not allow any subconsultant or subcontractor to commence work on any subcontract until it has provided evidence to Agency that the subconsultant or subcontractor has secured all insurance required under this Article.

- 5.2 Minimum Requirements. Design-Build Entity shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise out of or result from the performance of the Work and Design-Build Entity's other obligations under the Contract Documents whether by Design-Build Entity, its agents, representatives, employees or subcontractors. Design-Build Entity shall also require all of its subconsultants and subcontractors to procure and maintain the same insurance for the duration of the Contract and verify the subconsultants' and subcontractors' compliance. Design-Build Entity's and subconsultants' and subcontractors' insurance shall meet at least the minimum levels of coverage set forth in this Article:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Design-Build Entity has no owned autos, non-owned, leased or hired autos Code 8 (hired) and Code 9 (non-owned); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) Installation Floater/Builder's Risk: "All Risk All Perils" form; (5) Professional Liability/Errors and Omissions; and (6) Pollution Liability Insurance. The policies shall not contain any exclusion contrary to

the Contract, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.

- B. Minimum Limits of Insurance. The Design-Build Entity shall maintain limits no less than:
1. The total liability limits for the general and automobile liability equals \$10,000,000. Design-Build Entity may opt to utilize umbrella or excess liability insurance in meeting these requirements. The umbrellas or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 2. Design-Build Entity shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 25 03, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required occurrence limit.
 3. Automobile Liability: \$1 million per accident for bodily injury and property damage.
 4. Workers' Compensation and Employer's Liability:
 - a. Workers' Compensation: statutory limits.
 - b. Employer's Liability limits of \$1 million per accident for bodily injury or disease.
 - c. Should any of the Work be upon or contiguous to navigable bodies of water, Design-Build Entity shall carry insurance covering its employees for benefits available under the Federal Longshoremen's and Harbor Worker's Act to the extent required by law;
 5. Excess/Umbrella Liability Policy may be provided to insure the total limits required for Commercial General Liability and Automobile Liability and must apply to all primary coverage afforded, including but not limited to general liability, owned and non-owned automobiles, leased and hired cars.
 6. Professional Liability/Errors and Omissions: \$2,000,000 per claim.
 7. Pollution Liability Insurance: \$2,000,000 dollars per occurrence and in the aggregate
- C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) Days prior to the expiration of any such policy, evidence showing that such insurance coverage has

been renewed or extended shall be filed with Agency. If such coverage is cancelled or materially reduced, Design-Build Entity shall, within ten (10) Days after receipt of written notice of such cancellation or reduction of coverage, file with Agency evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Design-Build Entity or Agency may withhold amounts sufficient to pay premium from Design-Build Entity payments. In the alternative, Agency may suspend or terminate this Contract.

5.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Design-Build Entity shall provide endorsements on forms approved by Agency to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Design-Build Entity, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Design-Build Entity's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of Agency, before Agency's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be excess of the Design-Build Entity's insurance and shall not be called upon to contribute with it in any way. The insurer shall agree, using CG 24 04 05 09 or the equivalent, to waive all rights of subrogation against Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions for losses paid under the terms of the insurance policy.

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Design-Build Entity or for which the Design-Build Entity is responsible; and (2) the insurance coverage shall be primary insurance as respects Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Design-Build Entity's scheduled

underlying coverage. Any insurance or self-insurance maintained by Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be excess of the Design-Build Entity's insurance and shall not be called upon to contribute with it in any way.

- C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using WC 00 04 03 06 or the equivalent, to waive all rights of subrogation against Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions for losses paid under the terms of the insurance policy.
- D. Professional Liability/Errors and Omissions. Professional Liability Insurance insuring the A/E, its officers, directors, stockholders, employees, agents, or partner, and all other persons for whose acts the A/E may be liable, against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities described in this Contract. Professional Liability Insurance shall remain in full force and effect, and shall be so certified to Agency by the insurer, for a period of five (5) years after the completion of all of the Design-Build Entity's services hereunder and Agency's acceptance of the Project. All subconsultants shall have professional liability insurance with the same limits (additional requirements for Professional Liability/Errors and Omissions Insurance written on a "claims made" basis are set forth below).
- E. All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:
1. coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days (10 Days for nonpayment of premium) prior written notice by mail has been given to Agency and all additional insureds.
 2. any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency and any other additional insureds.
 3. standard separation of insureds provisions.
 4. no special limitations on the scope of protection afforded to Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions.
 5. waiver of any right of subrogation of the insurer against Agency, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow the Design-Build Entity or others providing insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, the Design-Build Entity hereby waives its own right of recovery against Agency or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants and subcontractors.

5.4 Builder's Risk ["All Risk"]

- A. It is the Design-Build Entity's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The Agency accepts no responsibility for the Work until the Work is formally accepted by the Agency. The Design-Build Entity shall provide a certificate evidencing this coverage before commencing performance of the Work.
- B. The named insureds shall be Design-Build Entity, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and Agency, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Design-Build Entity shall not be required to maintain property insurance for any portion of the Work following acceptance by Agency.
- C. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to Agency to ensure adequacy and sublimit.
- D. In addition, the policy shall meet the following requirements:
 - 1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2. Coverage shall include all materials stored on site and in transit.
 - 3. Coverage shall include Design-Build Entity's tools and equipment.
 - 4. Insurance shall include boiler, machinery and material hoist coverage.
 - 5. Agency shall be named loss payee.

5.5 Pollution Liability Insurance. Contractor shall provide and maintain Pollution Legal Liability insurance protecting DBE and Agency from liability, injury or damage from pollution conditions caused by or arising out of DBE's work or operations on the Site or under this Contract, whether such liability results from bodily injury or property damage, and, whether such liability, injury or damage is progressive, continuous or intermittent. DBE's Pollution Legal Liability insurance shall name Agency as an additional insured.

- 5.6 Receipt and Application of Insurance Proceeds. Any insured loss under the policies of insurance required herein will be adjusted with Agency and made payable to Agency as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of the provisions herein. Agency shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Project and the cost thereof covered by an appropriate Change Order. Agency as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing to Agency's exercise of this power within fifteen (15) Days after the occurrence of loss. If such objection be made, Agency as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Agency as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Agency as fiduciary shall give bond for the proper performance of such duties.
- 5.7 Partial Utilization, Acknowledgement of Property Insurer. If Agency finds it necessary to occupy or use a portion or portions of the Project prior to Completion of all the Work, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.
- 5.8 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency. Design-Build Entity shall guarantee that, at the option of Agency, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions; or (2) the Design-Build Entity shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- 5.9 Claims Made Policies. Claims made policies are not acceptable other than for Professional Liability. In addition to the requirements above, for any claims made policy: The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work; Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after Agency's acceptance of the Work; and If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Design-Build Entity must purchase "extended reporting" coverage for a minimum of five (5) years after Agency's acceptance of the Work.
- 5.10 Subcontractor Insurance Requirements. Design-Build Entity shall not allow any Subcontractors to commence work on any subcontract relating to the Work until Design-Build Entity has verified that all Subcontractors maintain insurance meeting all requirements under this Section and has provided evidence to Agency of such insurance. If requested by Design-Build Entity, Agency may approve different scopes or minimum limits of insurance for particular Subcontractors. Design-Build Entity shall confirm that Agency shall be named as additional insureds on all Subcontractors'

policies of Commercial General Liability Insurance and Commercial Automobile Insurance.

- 5.11 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to Agency.
- 5.12 Verification of Coverage. Design-Build Entity shall furnish Agency with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to Agency. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by Agency before work commences. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 5.13 Reservation of Rights. Agency reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 5.14 Performance Bond and Payment Bond.
- A. The Design-Build Entity shall submit performance and payment bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure Section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to Agency conditioned upon the faithful performance by the Design-Build Entity of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. The Design-Build Entity shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in the Contract. The obligations of the performance bond surety shall continue so long as any obligation of Design-Build Entity remains. Nothing herein shall limit the Agency's rights or the Design-Build Entity's or surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.
- B. The Payment Bond and Performance Bond shall be in effect on the date the Contract is signed by Agency. The Design-Build Entity shall promptly furnish such additional security as may be required by Agency to protect its interests and those interests of persons or firms supplying labor or materials to the Project. The premiums for the Payment Bond and Performance Bond shall be paid by the Design-Build Entity. The Design-Build Entity maintains and agrees that it has executed Payment and Performance Bonds in the amounts and manner required by the Contract Documents. No payment will be made to the Design-Build Entity until the Design-Build Entity's Payment Bond and Performance Bond have been approved by Agency.

- C. Should, in Agency's sole opinion, any bond become insufficient or surety found to be unsatisfactory, the Design-Build Entity shall renew or replace the effected bond within 10 Days of receiving notice from Agency. In the event the surety or the Design-Build Entity intends to reduce or cancel any required bonds, at least thirty (30) Days prior written notice shall be given to Agency, and the Design-Build Entity shall post acceptable replacement bonds at least ten (10) Days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Article are accepted by Agency.
- D. To the extent, if any, that the Contract Price is increased in accordance with the Contract, the Design-Build Entity shall, upon request of Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to Agency. The bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Design-Build Entity will release the surety. If the Design-Build Entity fails to furnish any required bond, Agency may terminate the Contract for cause.

ARTICLE 6 -DESIGN-BUILD ENTITY'S RESPONSIBILITIES

6.1 Design-Build Entity Responsibility; Independent Contractor.

- A. The Design-Build Entity shall be responsible to Agency for acts and omissions of the Design-Build Entity's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of Work on the Project under direct or indirect contract with the Design-Build Entity or any of its Subcontractors. Agency retains the Design-Build Entity on an independent contractor basis. Design-Build Entity retains the right to perform similar or different services for others during the term of this Contract. The Design-Build Entity is not an employee, agent or representative of Agency. The Design-Build Entity represents that it is fully experienced and properly qualified to perform the class of Work provided for in this Contract and that it is properly licensed, equipped, organized, and financed to perform Work on the Project. Neither Agency, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Design-Build Entity or any of Design-Build Entity's officers, employees, or agents, except as set forth in this Contract. The Design-Build Entity shall maintain complete control over its employees and its Subcontractors and shall pay all wages, salaries and other amounts due such personnel in connection with their performance as required by law. The Design-Build Entity shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

6.2 Review of Contract Documents and Field Conditions by The Design-Build Entity; Single Point Responsibility of The Design-Build Entity.

- A. In addition to the examination and reviews performed, and obligations assumed, incident to making the representations set forth in the Contract, the Design-Build

Entity shall carefully study and compare each of the Contract Documents provided by Agency with the others and with information furnished by Agency, and shall promptly report in writing to Agency's Representative any errors, inconsistencies, or omissions in the Contract Documents provided by Agency or inconsistencies with Applicable Law observed by the Design-Build Entity. The Design-Build Entity shall be solely responsible for any errors, inconsistencies or omissions in the Contract Documents if the Design-Build Entity fails to perform such review and examination or fails to report such errors, inconsistencies or omissions to Agency in writing.

- B. The Design-Build Entity is responsible for the design and construction of the Project and shall use the ~~highest-prevailing~~ design and engineering standards of care applicable to projects, buildings or work of similar size, complexity, quality and scope in performing Work on the Project. The Design-Build Entity shall be solely responsible for any and all design errors including, but without limitation, errors, inconsistencies or omissions in the Construction Documents. The Design-Build Entity shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Design-Build Entity before commencing Work on the Project. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to Agency's Representative.
- C. If the Design-Build Entity performs any design and/or construction activity which it knows, or should know, involves an error, inconsistency, or omission referred to in this Article, without notifying and obtaining the written consent of Agency's Representative, the Design-Build Entity shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.
- D. Agency does not assume any obligation to employ the Design-Build Entity's services or pay the Design-Build Entity royalties of any type as to future programs that may result from Work performed under this Contract.
- E. The Design-Build Entity shall be responsible for all plotting, printing, copying and distribution costs of any and all documents required in connection with Work on the Project.
- F. The Design-Build Entity agrees that it has single point responsibility for the design and construction of this Project, and agrees to utilize the highest standard of excellent design, engineering and construction practices. The Design-Build Entity has the duty to act in Agency's best interests at all times throughout the course and performance of this Contract.

6.3 Design, Supervision and Construction Procedures.

- A. The Design-Build Entity shall supervise, coordinate, and direct all Work on the Project using the Design-Build Entity's ~~reasonable best~~-skill and attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Design-Build Entity shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of Work on the Project,

including, but without limitation, landscape and site work, utilities, and building systems.

- B. The Design-Build Entity shall be responsible to Agency for acts and omissions of the Design-Build Entity, its agents, employees, and Subcontractors, and their respective agents and employees.
- C. The Design-Build Entity shall not be relieved of its obligation to perform all Work on the Project in accordance with the Contract Documents either by acts or omissions of Agency or Agency's Representative in the administration of the Contract, or by tests, inspections, or approvals required, or performed, by persons or firms other than the Design-Build Entity.
- D. The Design-Build Entity shall be responsible for inspection of all portions of Work on the Project to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.
- E. To facilitate communications and the management of the design process, the Design-Build Entity shall maintain an office in the Agency's County for the duration of the design process.
- F. Unless otherwise provided in the Contract Documents, the Design-Build Entity shall provide and pay for all professional design/engineering services, services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work on the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in Work on the Project. The Design-Build Entity shall furnish architectural and engineering services for the preparation of Construction Documents necessary to complete the Project in accordance with the requirements of the Contract Documents. From the Agency-approved Construction Documents, which are developed from the Agency-accepted Proposal, the Design-Build Entity shall furnish all labor, materials, equipment, services, and transportation necessary to complete construction of the Project, including site work, structures and utilities.
- G. The Design-Build Entity is required to deliver to Agency, if requested, any and all Design Materials including, but not limited to, calculations, preliminary drawings, construction drawings, shop drawings, electronic media data, tenant improvement documents, sketches, illustrations, specifications, descriptions, models, mock ups, and other information developed, prepared, furnished, or delivered in the prosecution of the Design Work.
- H. The Design-Build Entity is responsible for preparation of the Construction Documents for the entire Project. The Design-Build Entity is responsible for construction of the entire Project as required by the Contract Documents.

6.4 Labor; Working Hours.

- A. The Design-Build Entity shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Design-Build Entity shall at all times maintain good discipline and

order at the Site. The Design-Build Entity will provide all labor needed to complete the Work within the Contract Times.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, which are defined as hours between 7:00 a.m. and 3:30 p.m. any day Monday through Friday of any week except on Holidays and/or during Schedule Constraints defined in the Contract Documents. The Design-Build Entity will not permit the performance of Work on a Saturday, Sunday, any Holiday or during identified Schedule Constraints without Agency's written consent given after prior written notice to Agency's Representative. The Design-Build Entity shall be responsible for, and shall reimburse Agency for, all inspection costs outside regular working hours, including overtime.

6.5 Progress Meetings.

- A. The Design-Build Entity shall schedule and hold regular on-Site progress meetings at least weekly and at other times as requested by the Agency or as required by progress of the Work. The Design-Build Entity, Agency's Representative, and all Subcontractors active on the Site shall attend each meeting. The Design-Build Entity may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. Agency's Representative will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Design-Build Entity shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

6.6 Cost-Loaded CPM Progress Schedule and Recovery Schedule.

- A. Design-Build Entity shall adhere to the Project Schedule, which shall be a cost-loaded CPM progress schedule established in accordance with the Contract Documents as it may be adjusted from time to time as provided below:
 - 1. Design-Build Entity shall submit to Agency's Representative for acceptance proposed adjustments in the Project Schedule that will not result in changing the Project Completion Date. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Project Schedule that will change the Project Completion Date shall be submitted in accordance with the requirements of the Contract Documents. Adjustments in the Project Completion Date may only be made by a Change Order.
 - 3. Should any of the following conditions exist, Agency may require Design-Build Entity to prepare, at no extra cost to Agency, a plan of action and a recovery schedule for completing the Work and achieving all contractual milestones within the Project Completion Date:

- a. The Design-Build Entity's monthly progress report indicates delays that are, in the opinion of Agency, of sufficient magnitude that Agency questions the Design-Build Entity's ability to complete the Work.
 - b. The Project Schedule shows the Design-Build Entity to be thirty (30) or more Days behind the critical path at any time during construction.
 - c. The Design-Build Entity desires to make changes in the logic or the planned duration of future activities of the Project Schedule which, in the opinion of Agency, are major in nature.
 - d. The recovery schedule shall include proposed revisions to the Project Schedule, demonstrating how Design-Build Entity intends to achieve all contractual milestones including contract completion within the Project Completion Date. The submittal shall include a narrative describing the actions planned by the Design-Build Entity to recover the schedule.
 - e. Design-Build Entity shall submit the recovery schedule within seven (7) Days of Agency's request:
 - (i) If Design-Build Entity asserts that Agency is responsible for the delay, failure to submit the recovery schedule within seven (7) Days of Agency's request will be considered a concurrent delay event attributable to Design-Build Entity, and Design-Build Entity shall only be entitled to non-compensable adjustments to the Project Completion Date.
 - (ii) If Design-Build Entity is responsible for the delay, this provision will not limit or affect Design-Build Entity's liability and failure to submit the recovery schedule with seven (7) Days of Agency's request may result in Agency withholding progress payments or other amounts due under the Contract Documents.
 - f. Design-Build Entity is responsible for all costs associated with the preparation and execution of the recovery schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor, and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities or sequencing changes to increase activity concurrence.
 - g. Regardless of whether Agency directs Design-Build Entity to prepare a recovery schedule pursuant to this Article, Design-Build Entity shall promptly undertake appropriate action at no additional cost to Agency to recover the schedule whenever the current Project Schedule shows that the Design-Build Entity will not achieve a milestone and/or complete the Work within the Project Completion Date.
- B. Unless otherwise specified in the Contract Documents, Design-Build Entity shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other

facilities and incidentals necessary for the performance, testing, start up, and completion of the Work within the Project Completion Date.

- C. Failure of Agency's Representative to discover errors or omissions in schedules that it has reviewed, or to inform the Design-Build Entity that the Design-Build Entity, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Project Schedule shall not relieve the Design-Build Entity from its sole responsibility to perform and complete all Work on the Project within the Project Completion Date and shall not be a cause for an adjustment of the Project Completion Date or the Contract Price.
- D. The Design-Build Entity shall perform all Work on the Project in accordance with the current accepted Project Schedule.

6.7 Materials.

- A. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All materials furnished by the Design-Build Entity shall be of the most suitable grade for the purpose intended considering strength, ductility, durability, and best industry practice.
- B. All special warranties and guarantees required by the Contract Documents shall expressly run to the benefit of Agency. If required by Agency's Representative, Design-Build Entity shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- D. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Design-Build Entity shall be entirely responsible for damage or loss by weather or other causes to materials or Work until Agency has accepted the Work. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of Agency or any independent contractor.
- E. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Design-Build Entity warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion to deliver the Work to Agency free from any claims, liens, or encumbrances.
- F. Inspection of Materials.
 - 1. Materials furnished by the Design-Build Entity which will become a part of the Project shall be subject to inspection at any one or more of the following

locations, as determined by Agency's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Design-Build Entity shall submit to Agency's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

2. No later than fourteen (14) Days prior to manufacture of material, Design-Build Entity shall inform Agency's Representative, in writing, the date the material is to be manufactured.
3. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Design-Build Entity will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to Agency's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

6.8 Submittals.

A. Industry Standard Submittals.

1. Design-Build Entity will identify in the Construction Documents all industry standard submittals for all materials, systems, and equipment incorporated into the Work.

B. Schedule of Submittals.

1. Design-Build Entity will prepare and deliver a Schedule of Submittals to Agency's Representative that has been fully integrated with the Cost-Loaded CPM Progress Schedule and identifies each Submittal required by the Construction Documents as well as the date on which Design-Build Entity will deliver each Submittal to Agency's Representative. Each Submittal must be delivered to Agency's Representative at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Design-Build Entity is responsible for any schedule delays resulting from the Submittal process.
2. Design-Build Entity must submit all submittals required by the Construction Documents in accordance with the Schedule of Submittals. If Design-Build Entity fails to submit the submittals in accordance with the Schedule of Submittals, Design-Build Entity will be solely liable for any delays or impacts caused by the delayed submittal, whether direct or indirect. Design-Build Entity will be liable for the time calculated from the date the submittal is due until the date a compliant submittal is made. A compliant submittal will be one that is complete and satisfies the requirements of the Contract Documents.
3. Where a Submittal, Shop Drawing or Sample is required by the Construction Documents, any related Work performed prior to Agency's Representative's

review and approval of the pertinent Submittal will be at the sole expense and responsibility of the Design-Build Entity.

C. Submittal Procedures.

1. The Design-Build Entity will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:
 - a. Transmit three (3) copies of each with a Submittal Transmittal.
 - b. Transmittals will be sequentially numbered. The Design-Build Entity to mark revised Submittals with original number and sequential alphabetic suffix.
 - c. Each Submittal will identify the Project, the Design-Build Entity, Subcontractor and supplier, pertinent Construction Document and detail number, and specification section number appropriate to the Submittal.
 - d. The Design-Build Entity must sign each Submittal, certifying that it has reviewed and approved the Submittal, verified products required, field dimensions, adjacent construction work, and that coordination of information is according to requirements of the Project and Contract Documents.
 - e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.
 - f. When a Submittal is revised for resubmission, the Design-Build Entity shall promptly address Agency comments and resubmit. The Design-Build Entity shall identify changes made since previous submission.
 - g. Agency's review of Submittals shall not relieve the Design-Build Entity from responsibility for deviations from the Contract Documents unless the Design-Build Entity has, in writing, called Agency's attention to such deviations at time of submission and Agency's has taken no exception to the deviation. Agency's review of Submittals shall not relieve the Design-Build Entity from responsibility for errors in the Submittals.
 - h. Submittals not required by the Construction Documents or requested by Agency's Representative will not be acknowledged or processed.
 - i. Incomplete Submittals will not be reviewed by Agency's Representative. Delays resulting from incomplete submittals are not the responsibility of Agency's Representative.
 - j. The Design-Build Entity shall not be entitled to any extension of the Project Completion Date as a result of the Submittal process.

6.9 Shop Drawing and Sample Submittal Procedures.

A. Before submitting each Shop Drawing or Sample, Design-Build Entity shall have:

1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
4. Determined and verified all information relative to the Design-Build Entity's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

B. With each Submittal, the Design-Build Entity shall give Agency's Representative specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to Agency's Representative for review and approval of each such variation.

C. Shop Drawings.

1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Agency's Representative the services, materials, and equipment Design-Build Entity proposes to provide and to enable Agency's Representative to review the information Representative for assessing conformance with information given and design concept expressed in Contract Documents. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction. Design-Build Entity shall make revisions and provide additional information when required by authorities having jurisdiction.

D. Samples.

1. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable Agency's Representative to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

E. Agency's Representative's Review.

1. Agency's Representative will review Shop Drawings and Samples in accordance with the Schedule of Submittals. Agency's Representative's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Agency's Representative's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of design or construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 3. Agency's Representative's review and acceptance shall not relieve the Design-Build Entity from responsibility for any variation from the requirements of the Contract Documents unless Agency's Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.
- F. The Design-Build Entity shall make corrections required by Agency's Representative and shall return three (3) corrected copies of Shop Drawings and Product Data, and submit, as required, new Samples for review and approval. The Design-Build Entity shall direct specific attention in writing to revisions other than the corrections called for by Agency's Representative on previous Submittals. Agency will review the first resubmittal of Shop Drawings at its cost. Agency reserves the right to reduce the Contract Price by Change Order for its cost for any subsequent reviews of Shop Drawing resubmittals.

6.10 Construction Documents.

A. Construction Documents.

1. The A/E shall design the building systems and prepare the Construction Documents. The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction. Agency's review of the Construction Documents shall be conducted in accordance with the approved Project Schedule with procedures set forth in this Article. Such review shall not relieve the Design-Build Entity from its responsibilities under the Contract. Such review shall not be deemed an approval or waiver by Agency of any deviation from, or of the Design-Build Entity's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has

been identified as such in writing in the Document submitted by the Design-Build Entity and approved by Agency.

2. However, it is acknowledged by the parties hereto that inherent in a Design-Build concept, bridging or otherwise, the production and review of Construction Documents may be a continuing process with portions thereof completed at different times. The Design-Build Entity will submit the Construction Document packages to Agency for review and approval in accordance with the agreed upon schedule, unless otherwise approved in writing by Agency. The Project Schedule shall indicate the times for Agency to review the completion of each such portion of the Construction Documents and a reasonable time for review of same.
3. The Design-Build Entity shall submit completed packages of the Construction Documents for review by Agency at the times indicated on the Project Schedule and as defined in the Scheduling Specification. Meetings between the Design-Build Entity and Agency to review the Construction Document packages, shall be scheduled at least every two weeks, or as otherwise agreed to by the parties, and held so as not to delay Work on the Project. The Design-Build Entity will conduct these design meetings with Agency in accordance with the schedule approved by Agency. The Design-Build Entity will be responsible for preparing and circulating for the parties' review, design meeting minutes from all such meetings.

B. Field Engineering.

1. The Design-Build Entity shall retain and pay expenses of a civil engineer or land surveyor to establish on the Project site the required reference points and benchmarks, establish building lines and elevations, check for building framing, plumbness, and establish on building frame the required basic grid lines. The engineer or land surveyor shall be properly licensed in the State of California.
2. The Design-Build Entity shall locate and protect control points prior to starting Work on the Project site and preserve permanent reference points during construction, and shall require the engineer or surveyor to replace control points which become lost or destroyed.

C. Geotechnical and Survey.

1. Agency may provide a geotechnical report to Design-Build Entity that shall not be considered a part of the Contract Documents and shall be informational only and may not be relied upon by Design-Build Entity to form its basis of design. Design-Build Entity shall be responsible for obtaining its own geotechnical report which includes supporting data, findings and recommendations; and also with a legal description and a project survey, as necessary, which shall become a part of the Contract Documents. The Design Work shall be consistent with both the findings and recommendations of the Design-Build Entity's geotechnical report and legal description and Project survey, or such other geotechnical recommendations obtained by Design-Build Entity at its sole cost and expense.

2. The Design-Build Entity shall verify the location and depth (elevation) of all existing utilities and services before performing any excavation work.
3. Any additional tests, borings, etc. necessary to support the Construction Documents shall be the responsibility of the Design-Build Entity.

6.11 Dust Control.

- A. Design-Build Entity, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

6.12 Air Pollution.

- A. To the extent applicable, Design-Build Entity must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management Agency (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Design-Build Entity shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Design-Build Entity shall indemnify Agency against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Design-Build Entity, its sub-consultants, or others for whom Design-Build Entity is responsible under its indemnity obligations provided for in this Agreement.
- B. The Design-Build Entity shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements. Design-Build Entity shall not discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction.

6.13 Patent Fees and Royalties.

- A. Design-Build Entity shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Agency or Agency's Representative, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Agency in the Contract Documents.

- B. To the fullest extent permitted by Applicable Laws, Design-Build Entity shall indemnify, defend, and hold harmless Agency and Agency's Representative, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents or specified in the Contract Documents and identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

6.14 Permits and Licenses.

- A. Design-Build Entity shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and permits for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than Agency.
- B. The Design-Build Entity shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the Performance Specifications, drawings, or by governing authorities, except for such off-site inspections identified as Agency's responsibility in the Contract Documents.
- C. Before acceptance of the Work, the Design-Build Entity shall submit all licenses, permits, certificates of inspection and required approvals to Agency.

6.15 Applicable Laws.

- A. Design-Build Entity shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither Agency nor Agency's Representative shall be responsible for monitoring Design-Build Entity's compliance with any Applicable Laws. If Design-Build Entity performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Design-Build Entity shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

6.16 Labor Laws and Design-Build Entity's Obligations.

A. Hours of Work.

1. The Design-Build Entity and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work on the Project in accordance with the Construction Schedule and in such a manner to allow for the full and adequate completion of the Project within the Project Completion Date.
2. Work on the Project shall be performed during regular working hours, except that in the event of an emergency or when required to complete the Work on the

Project in accordance with job progress, Work may be performed outside of regular working hours with advance written notice to Agency. Permissible working hours shall be between 7:00 a.m. to 3:30 p.m. and shall not be changed except with consent of Agency.

3. Eight (8) hours of work shall constitute a legal day's work. The Design-Build Entity and each Subcontractor shall forfeit, as penalty to Agency, twenty-five dollars (\$25) for each worker employed in the execution of Work on the Project by the Design-Build Entity or any Subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
4. If the work done after hours is required by the Contract to be done outside the Design-Build Entity's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by Agency. If Agency allows the Design-Build Entity to do Work outside regular working hours for the Design-Build Entity's own convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Design-Build Entity by Agency and deducted from the next progress payment. If the Design-Build Entity elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Design-Build Entity by Agency and deducted from the next progress payment.
5. No Work on the Project or other activities by or on behalf of the Design-Build Entity which presents a hazard or unreasonable disruption to Agency staff shall be allowed during normal working hours. The determination as to whether Work on the Project or some other activity presents a hazard or constitutes an unreasonable disruption to Agency staff shall be made by and pursuant to the sole discretion of a representative of Agency. All Work on the Project or other activities which could present a hazard or unreasonable disruption to Agency staff shall be performed before or after normal working hours, on weekends, or on an Agency recognized holiday. Neither the Design-Build Entity nor its Subcontractors or anyone working on behalf of the Design-Build Entity or Subcontractors shall be entitled to additional compensation or an extension of the Project Completion Date for having to arrange their Work schedule so as not to violate the provisions of this Article 6.17A. The Design-Build Entity, Subcontractors and persons working on behalf of the Design-Build Entity shall be expected to arrange such Work and other activities in advance so as to avoid creating monetary or time impacts.

B. Wage Rates, Travel, and Subsistence.

1. The Design-Build Entity 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. Since the Work on the Project

involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, the Design-Build Entity agrees to fully comply with such Prevailing Wage Laws. Agency has obtained the prevailing wage rates from the Director of the Department of Industrial Relations, State of California. Copies of the prevailing wage rates are on file at Agency’s office and shall be made available to any interested party on request. the Design-Build Entity shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Project available to interested parties upon request, and shall post copies at the Design-Build Entity’s principal place of business and at the Project site. The Design-Build Entity shall defend, indemnify and hold Agency, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. Pursuant to Labor Code Section 1775, the Design-Build Entity is hereby advised that in the event that the Design-Build Entity fails to pay prevailing wages, the Design-Build Entity will be held liable for penalties and for shortfalls in wages and such amounts may be withheld from progress payments. the Design-Build Entity and each Subcontractor shall forfeit as a penalty to Agency not more than two hundred dollars (\$200) for each Day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Design-Build Entity.
3. The Design-Build Entity shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

C. Labor Compliance/Payroll Records.

1. Pursuant to Labor Code Section 1776, the Design-Build Entity and each Subcontractor shall 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 employed in connection with the Project. The Design-Build Entity shall certify under penalty of perjury that records maintained and submitted by the Design-Build Entity are true and accurate. The Design-Build Entity shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.
2. In accordance with Labor Code section 1771.4, the Design-Build Entity and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (“DIR”) on a weekly basis and in the format prescribed by the DIR. This may include electronic submission. Design-Build Entity shall ensure full compliance with all requirements and regulations from the DIR

relating to labor compliance monitoring and enforcement and all other applicable labor law.

3. Any stop orders issued by the DIR against Design-Build Entity or any Subcontractor that affect Design-Build Entity's performance of Work, including any delay, shall be Design-Build Entity's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Design-Build Entity caused delay subject to any applicable liquidated damages and shall not be compensable by the Agency. Design-Build Entity shall defend, indemnify and hold the Agency, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Design-Build Entity or any Subcontractor.
4. The payroll records described herein shall be certified and submitted by the Design-Build Entity at a time designated by the Agency. The Design-Build Entity shall also provide the following:
 - a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the Agency, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall 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 Design-Build Entity awarded the Contract or performing the contract shall not be marked or obliterated.
7. In the event of noncompliance with the requirements of this Article 6.17C, the Design-Build Entity shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this Article 6.17C. Should noncompliance still be evident after such ten (10) day period, the Design-Build Entity shall, as a penalty to the Agency, forfeit One Hundred Dollars (\$100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of DIR, such penalties shall be withheld from contract payments.
8. In submitting the Proposal on this Project, it shall be the Design-Build Entity's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and Applicable Law in its Proposal.

9. The Design-Build Entity shall include provisions of this Article 6.17C in all Subcontracts and require Subcontractors to comply with these provisions at no additional cost to Agency.

D. Apprentices.

1. The Design-Build Entity'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 Design-Build Entity or any Subcontractor. The Design-Build Entity shall 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 DIR, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

E. Nondiscrimination.

1. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Design-Build Entity and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Work. The Design-Build Entity will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

F. Workers' Compensation.

1. Pursuant to Labor Code section 1860, Design-Build Entity shall secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code section 3700. By its signature hereunder, Design-Build Entity certifies that he is aware of the provisions of Section 3700 of the California 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 of that Code, and agrees to comply with such provisions before commencing the performance of the Work.

G. Public Works Registration.

1. Pursuant to Labor Code sections 1725.5 and 1771.1, the Design-Build Entity and its Subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Design-Build Entity represents that it is aware of the registration requirement and is currently registered with the DIR. Design-Build Entity shall maintain a current registration for the duration of the Project. Design-Build Entity shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any Subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

6.17 Debarment

- A. Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the Agency. The Design-Build Entity shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

6.18 Taxes.

- A. The Design-Build Entity shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Law of the place of the Project which are applicable during the performance of the Project. In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which the Design-Build Entity will be responsible.

6.19 Use of Site and Other Areas.

- A. Limitation on Use of Site and Other Areas. The Design-Build Entity shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Build Entity shall assume full responsibility for any damage to any such land or area, or to the Agency or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. Should any claim be made by any such Agency or occupant because of the performance of the Work, Design-Build Entity shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- B. Removal of Debris. During the progress of the Work Design-Build Entity shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws.
- C. Cleaning. Prior to Completion of the Work, Design-Build Entity shall clean the Site and the Work and make it ready for utilization by Agency. At the completion of the Work Design-Build Entity shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading Structures. Design-Build Entity shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall

Design-Build Entity subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.20 Utility Usage.

- A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Design-Build Entity. Design-Build Entity shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Design-Build Entity shall remove all temporary distribution systems. All permanent meters installed shall be listed in the Design-Build Entity's name until the Work is accepted. If Work is to be performed in existing Agency's facilities, Design-Build Entity may, to the extent authorized by Agency in writing, use Agency's existing utilities. If Design-Build Entity uses Agency utilities, it shall compensate Agency for utilities used.

6.21 Record Drawings.

- A. Design-Build Entity shall maintain in a safe place at the Site one record copy of the Contract Documents and written interpretations and clarifications in good order and annotated to show changes made during construction. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
- B. Record drawings shall be accessible to Agency's Representative at all times during the construction period. Upon Completion of the Project and as a condition of final acceptance, the Design-Build Entity shall finalize and deliver a complete set of record drawings to Agency's Representative. The information submitted by the Design-Build Entity will be assumed to be correct, and the Design-Build Entity shall be responsible for, and liable to Agency, for the accuracy of such information, and for any errors or omissions which may or may not appear on the record drawings.

6.22 Safety and Protection.

- A. Design-Build Entity shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Design-Build Entity shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Design-Build Entity shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Build Entity shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. Design-Build Entity shall comply with the applicable requirements of Agency's safety programs, if any. Design-Build Entity shall inform Agency and Agency's Representative of the specific requirements of Design-Build Entity's safety program with which Agency's and Agency's Representative's employees and representatives must comply while at the Site.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Design-Build Entity, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design-Build Entity.

6.23 Safety Representative.

- A. Design-Build Entity shall designate an OSHA-certified and experienced safety representative at the Project site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Design-Build Entity shall provide Agency's Representative the name and contract information of the safety representative in writing. Design-Build Entity shall provide Agency's Representative the name and contact information of the safety representative in writing.

6.24 Hazard Communication Programs.

- A. Design-Build Entity shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project site in accordance with Applicable Laws.

6.25 Emergencies.

- A. In an emergency affecting safety of life or of Work or of adjoining property, Design-Build Entity, without special instruction or authorization from Agency, shall act to prevent such threatened loss or injury; and Design-Build Entity shall so act, without appeal, if directed or instructed by Agency. Any compensation claimed by Design-Build Entity on account of emergency work shall be determined in accordance with the Contract Documents.

6.26 Guarantee.

- A. The Design-Build Entity unconditionally guarantees all Work on the Project will be completed in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of one (1) year from the date of Project Completion, unless a longer guarantee period is specifically called for in the Contract Documents. However, a shorter guarantee period shall apply to landscape plants, trees, turf, etc. Trees or shrubs greater than one gallon in size at the time of planting shall be guaranteed for one (1) year, and all other plant material shall be guaranteed for six (6) months. The Design-Build Entity shall repair or replace any and all Work, together with any adjacent work that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to Agency; ordinary wear and tear and abuse excepted.
- B. The Design-Build Entity further agrees, within fourteen (14) Days, or as such shorter period as may be designated for emergency repairs, after being notified in writing by Agency, of any Work not in accordance with the requirements of the Contract Documents or any defects in the Work on the Project, that the Design-Build Entity shall commence and execute, with due diligence, all Work necessary to fulfill the terms of the guarantee. If Agency finds that the Design-Build Entity fails to perform any of the Work under the guarantee, Agency may elect to have the Work completed at the Design-Build Entity's expense and the Design-Build Entity will pay costs of the Work upon demand. Agency will be entitled to all costs, including reasonable attorneys' fees and consultants' expenses necessarily incurred upon the Design-Build Entity's refusal to pay the above costs.
- C. Where Defective Work (or damage to other Work resulting therefrom) has been corrected or removed and replaced, the Warranty period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.
- D. Design-Build Entity's obligations under this Article are in addition to any other obligation or warranty and do not limit Agency's rights and remedies pursuant to California Code of Civil Procedure sections 337.10 and 337.15. or any other Applicable Law.
- E. Notwithstanding the foregoing provisions, in the event of an emergency constituting an immediate hazard to health or safety of Agency employees, property, or licensees, Agency may undertake, at the Design-Build Entity's expense and without prior notice, all Work necessary to correct such condition(s) when it is caused by Work of the Design-Build Entity not being in accordance with the requirements of the Contract Documents.

6.27 Warranty.

- A. The Design-Build Entity warrants to Agency that any and all materials, equipment and furnishings incorporated in the Project will be of good quality and new unless otherwise required or permitted by the Contract Documents. Work not conforming to

these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranty excludes improper operation, or normal wear and tear under normal usage under the control of Agency. Such warranty shall exclude warranties relating to design, warranty of fitness, and any other express or implied warranties other than as set forth herein or in the Contract Documents; provided, however, that the foregoing shall not impair the rights of Agency to maintain an action for breach of contract against the Design-Build Entity. Nothing contained in these Contract Documents pertaining to warranty or guarantee shall be construed as limiting any other rights Agency may have at law, including rights for latent defects under Code of Civil Procedure Section 337.15.

6.28 Indemnification.

- A. To the fullest extent allowed by law (including without limitation Civil Code Sections 2782 and 2782.8), the Design-Build Entity shall defend (with counsel of Agency's choosing), indemnify and hold Agency, its officials, officers, agents, employees, and representatives free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of, related to, or in connection with any acts, omissions or willful misconduct of Design-Build Entity, its officials, officers, employees, agents, consultants, contractors, and Subcontractors arising out of or in connection with the **negligent** performance of the Work or this Contract, including claims made by Subcontractors for nonpayment, and including without limitation the payment of all attorney's fees and other related costs and expenses except to the extent caused by the sole or active negligence or willful misconduct of the Agency. The Design-Build Entity shall defend, at the Design-Build Entity's own cost, expense and risk, with counsel of Agency's choosing, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against Agency, its officials, officers, agents, employees and representatives. The Design-Build Entity shall pay and satisfy any judgment, award or decree that may be rendered against Agency, its officials, officers, agents, employees and representatives, in any such suit, action or other legal proceeding. The Design-Build Entity shall reimburse Agency, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Design-Build Entity agrees to pay, or reimburse Agency and Agency's Representative, for regulatory agency or court imposed fees, fines, or penalties imposed on Agency and Agency's Representative arising from the Design-Build Entity's failure to complete the Project in a timely manner and/or in accordance with the Contract Documents and any applicable permits or Applicable Laws. The Design-Build Entity's responsibility and obligation to pay, or reimburse Agency and Agency's Representative, for these fees, fines, or penalties shall be in addition to the assessment of liquidated damages for late completion of the Project. This indemnity provision shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable. Insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-Build Entity.
- B. If the Design-Build Entity's obligation to defend, indemnify, and/or hold harmless arises out of the Design-Build Entity's performance as a "design professional" (as

that term is defined under Civil Code Section 2782.8), then, and only to the extent required under Civil Code Section 2782.8, which is fully incorporated herein, the Design-Build Entity's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design-Build Entity, and, upon Design-Build Entity obtaining a final adjudication by a court of competent jurisdiction, Design-Build Entity's liability for such claim, including the cost to defend, shall not exceed the Design-Build Entity's proportionate percentage of fault. **In this instance, the indemnity does not include providing the defense of the Agency, provided, however, Design-Build Entity shall be responsible for Agency's defense costs to the extent such costs are incurred as a result of Design-Build Entity's negligence, recklessness or willful misconduct.**

- C. In claims against any person or entity indemnified under this Article that are made by an employee of the Design-Build Entity or any Subcontractor, a person indirectly employed by the Design-Build Entity or any Subcontractor, or anyone for whose acts the Design-Build Entity or any Subcontractor may be liable, the indemnification obligation under this Article shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Design-Build Entity or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts or any other insurance limitations.
- D. In the event the Design-Build Entity and one or more than one other party is connected with an accident or occurrence covered by this indemnification, then all such parties shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying parties for the loss and expense of any such indemnification shall be resolved without jeopardy to any indemnitee listed in this Article.
- E. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

6.29 Superintendent.

- A. The Design-Build Entity shall employ a competent Superintendent satisfactory to Agency who shall be in attendance at the Project site at all times during the performance of the Construction Work. Superintendent shall represent the Design-Build Entity and communications given to, and received from, Superintendent shall be binding on the Design-Build Entity. Superintendent must be able to proficiently speak, read and write in English. Failure to maintain a Superintendent on the Project site at all times Work on the Project is in progress shall be considered a material breach of this Contract, entitling Agency to terminate the Contract or, alternatively, issue a Suspension Order until the Superintendent is on the Project site. If, by virtue of issuance of said Suspension Order, the Design-Build Entity fails to complete the Contract by the Project Completion Date, the Design-Build Entity will be assessed Liquidated Damages in accordance with the Contract.
- B. Any changes to the assignment of the Superintendent shall receive prior written approval from Agency. The Superintendent may not perform the work of any trade, pick up materials, or perform any work not directly related to the supervision and coordination of the Construction Work at the Project site when work is in progress. In

addition, the Design-Build Entity will provide all key personnel identified in the Contract for the time periods stipulated.

6.30 Project Staffing.

- A. The Design-Build Entity and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work on the Project; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled and fit workers on the job to complete all Work on the Project in accordance with all requirements of the Contract.
- B. Agency shall have the right, but not the obligation, to require the removal from the Project of the Design-Build Entity's Representative, or any other superintendent, staff member, agent, or employee of any contractor, Subcontractor, material or equipment supplier, or any other entity working on the Project. Removal may be required for any reason designated by Agency, including but not limited to, failure or refusal to perform Work on the Project in a manner acceptable to Agency, uncooperative or incompetent performance on the Project, threatening the adequate or timely completion of the Project, or threatening the safety of persons or property.

6.31 Compliance With State Storm Water Permit for Construction.

- A. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Work. Design-Build Entity hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Proposal accordingly, and assumes any and all risks and liabilities arising therefrom.
- B. Design-Build Entity shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Agency's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California Regional Water Quality Control Boards (Santa Ana and San Diego Regions) Order No. R8-2009-0030 (NPDES Permit No. CAS 618030), Order No. R9- 2009-0002, Order No. R8-2009-0045, Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100, and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof.
- C. The Design-Build Entity shall be required to comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Design-Build Entity shall be responsible for filing the Notice of Intent and for obtaining the Permit. If applicable, the Design-Build Entity shall be solely responsible for preparing and implementing a Stormwater Pollution Prevention Plan ("SWPPP") prior to initiating

work on the Project. It shall be the Design-Build Entity's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP to address storm water impacts. The Design-Build Entity shall comply with all requirements of the State Water Resources Control Board. The Design-Build Entity shall include all costs of compliance with specified requirements in the Price. For those Sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Permit, the Design-Build Entity shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with California Regional Water Quality Control Board Order No. R8-2009-0030, Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100 and any amendment or renewal thereof.

- D. The Design-Build Entity shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. The Design-Build Entity shall provide copies of all reports and monitoring information to the Agency's Representative. The Design-Build Entity shall comply with the lawful requirements of any applicable municipality, the County, drainage authority, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- E. Failure to comply with laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in this Contract, Design-Build Entity agrees to indemnify and hold harmless the Agency, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the Agency, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Agency, its officials, officers, agents, employees or authorized volunteers. Agency reserves the right to defend any enforcement action or civil action brought against the Agency for Design-Build Entity's failure to comply with any applicable water quality law, regulation, or policy. Design-Build Entity hereby agrees to be bound by, and to reimburse the Agency for the costs associated with, any enforcement action and/or settlement reached between the Agency and any relevant enforcement entity.

6.32 Monthly Report.

- A. The Design-Build Entity shall prepare and submit to Agency, during both the Construction Documents Phase and the Construction Phase, monthly reports on the Work accomplished during the prior monthly period. Such reports shall be prepared in a manner and in a format approved by Agency. Reports shall be furnished at the time of submission of each monthly application for payment. The monthly report shall also set forth the Design-Build Entity's projected progress for the forthcoming month.

6.33 Other Reports.

- A. The Design-Build Entity will cooperate with Agency in preparing, or causing to be prepared, all or part of, periodic project reports required by state or federal agencies.

6.34 Notice of Labor Dispute.

- A. If the Design-Build Entity has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of Work on the Project, the Design-Build Entity shall immediately give written notice including all relevant information to Agency.
- B. The Design-Build Entity agrees to insert the substance of this Article 6.36 in any subcontract to which a labor dispute may delay the timely performance of Work on the Project, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify the next higher tier Subcontractor or the Design-Build Entity, as the case may be, of all relevant information concerning the dispute.

6.35 Documents and Samples At Project Site.

- A. The Design-Build Entity shall maintain the following at the Project site:
 - 1. One current copy of the Contract Documents (including Construction Documents), in good order and marked to record current changes and selections made during construction.
 - 2. One copy of the prevailing wage rates applicable to the Project.
 - 3. The current accepted Project Schedule.
 - 4. Shop Drawings, Product Data, and Samples.
 - 5. All other required submittals.

6.36 Cutting, Fitting, and Patching.

- A. The Design-Build Entity shall do all cutting, fitting, or patching work required to make all parts of the Project come together properly and to allow the Project to receive or be received by the work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents. The Design-Build Entity shall not endanger the Project, or adjacent property by cutting, digging, or otherwise. The Design-Build Entity shall not cut or alter the work of any Separate Contractor without the prior written consent of Agency's Representative.

6.37 Access to Work.

- A. Agency, Agency's Representative, their consultants, and other persons authorized by Agency will at all times have access to the Work on the Project wherever it is in

preparation or progress. The Design-Build Entity shall provide safe and proper facilities for such access and for inspection.

6.38 Concealed Or Unknown Conditions.

- A. Except and only to the extent provided otherwise in Articles 9 and 10, by signing the Contract, the Design-Build Entity agrees:
1. To bear the risk of concealed or unknown conditions, if any, which may be encountered in performing the Contract, as described in the Contract Documents, and/or can reasonably be inferred by the Design-Build Entity based on its experience and expertise; and
 2. That the Design-Build Entity's Contract Price for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed or unknown conditions, the Design-Build Entity understands that, except and only to the extent provided otherwise in Articles 9 and 10, concealed and/or unknown conditions shall not excuse the Design-Build Entity from its obligation to achieve full completion of the Project within the Project Completion Date, and shall not entitle the Design-Build Entity to an adjustment of the Contract Price.

- B. If concealed or unknown conditions are encountered which require, in the opinion of Agency's Representative, design details which differ from those details shown in the Bridging Documents and Agency's Representative finds that such revised design details will cause an increase or decrease in the cost of, or the time required for performance of the Contract, and if Agency agrees with Agency's Representative's determinations, Agency will issue a Change Order modifying the Contract to provide for the change in design details and to provide for an adjustment in the Contract Price and/or Project Completion Date pursuant to Articles 9 and 10 following receipt of a Change Order Request.
- C. If the Design-Build Entity encounters concealed or unknown conditions that differ materially from those anticipated or expected, the Design-Build Entity shall notify Agency's Representative within three (3) Days in writing of such conditions so that Agency's Representative can determine if such conditions require design details which differ from those design details shown in the Bridging Documents. Design-Build Entity shall be liable to Agency for any extra costs incurred as a result of the Design-Build Entity's failure to give such notice. Design-Build Entity's failure to give such notice shall constitute a waiver by Design-Build Entity of any additional compensation.

6.39 Liability for and Repair of Damaged Work.

- A. Design-Build Entity shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to Agency's acceptance of the Project as fully completed.

6.40 Environmental Quality Protection

A. Landscape and Vegetation Preservation

1. The Design-Build Entity shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

B. Protected Species

1. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Design-Build Entity shall notify the Agency Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to Agency within 2 Days. The Design-Build Entity shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the Agency Representative, Design-Build Entity will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any Agency directed changes to the Work as a result of a siting will be pursuant to the Contract Documents. Any costs or delays incurred by Agency or the Design-Build Entity due to unreasonable or false notification of an endangered plant or animal will be borne by the Design-Build Entity.

C. Preservation of Historical and Archeological Resources

1. If, in the performance of the Work, Design-Build Entity should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Design-Build Entity notify the Agency Representative immediately, giving the location and nature of the findings. The Design-Build Entity shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by the Agency Representative, Design-Build Entity will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. The Design-Build Entity shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any Agency directed

changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should Design-Build Entity, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Design-Build Entity shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Design-Build Entity shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify Agency pursuant to the Contract Documents.

6.41 Technical Manuals; Spare Parts.

- A. The Design-Build Entity shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by Agency's operation and maintenance staff. The Design-Build Entity shall furnish to Agency six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.
- B. The Design-Build Entity shall furnish to Agency six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by Agency in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist Agency in ordering. The Design-Build Entity shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

ARTICLE 7 -OTHER WORK AT THE PROJECT SITE

7.1 Related Work At Project Site.

- A. Nothing contained in the Contract Documents shall be interpreted as granting to Design-Build Entity exclusive occupancy at the Project site. Agency reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the Project site, including portions of Work on the Project which have been deleted by Change Order. The Design-Build Entity shall cooperate with Agency's employees or through other direct contracts, or have other work performed by utility owners (collectively, "Other Contractors"). If such other work is not noted in the Contract Documents, then written notice thereof will be given to the Design-Build Entity prior to starting any such other work. The Design-Build Entity shall participate with Agency and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. The Design-Build Entity shall make necessary revisions to the Project Schedule after such joint review.

- B. Design-Build Entity shall be solely responsible for all costs associated with coordinating its Work with Separate Contractors. Design-Build Entity shall not be entitled to additional compensation from Agency for damages resulting from such simultaneous, collateral, and essential Work. If necessary to avoid or minimize such damage or delay, Design-Build Entity shall redeploy its work forces to other parts of the Work, or adjust its Work schedule including reasonable acceleration of the Work. If a portion of the Work on the Project is dependent upon the proper execution or results of other construction or operations by Agency or Separate Contractors, the Design-Build Entity shall inspect such other design or construction or operations before proceeding with that portion of the Work on the Project. The Design-Build Entity shall promptly report to Agency's Representative apparent discrepancies or defects which render the other design, construction or operations unsuitable to receive the Work on the Project. Unless otherwise directed by Agency's Representative, the Design-Build Entity shall not proceed with the portion of the Work on the Project affected until apparent discrepancies or defects have been corrected. Failure of the Design-Build Entity to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by Agency or Separate Contractors is suitable to receive the Work on the Project, except as to defects not then reasonably discoverable.
- C. Design-Build Entity shall afford each Separate Contractor proper and safe access to the Project site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Design-Build Entity shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Design-Build Entity shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Build Entity may cut or alter others' work with the written consent of Agency's Representative and the others whose work will be affected.
- D. If the proper execution or results of any part of Design-Build Entity's Work depends upon work performed by Separate Contractors, Design-Build Entity shall inspect such other work and promptly report to Agency's Representative in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Design-Build Entity's Work. Design-Build Entity's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Design-Build Entity's Work except for latent defects and deficiencies in such other work.
- E. If any claims are made by Separate Contractors arising out of Design-Build Entity's performance of the Work, Design-Build Entity shall be responsible to immediately resolve the dispute and indemnify Agency pursuant to the Contract Documents.
- F. Agency's Representative shall arrange meetings with Separate Contractors performing work to plan coordination of construction activities but will not be responsible to direct coordination efforts. Any difference or conflict arising between Design-Build Entity and any Separate Contractor shall be submitted to Agency's Representative for a decision in the matter. Design-Build Entity shall comply with

direction from Agency's Representative whose decision on coordination matters will be final.

7.2 For Delays by Others.

- A. By entering into this Contract, Design-Build Entity acknowledges that there may be Separate Contractors on the Project site whose work will be coordinated with that of Design-Build Entity. Design-Build Entity expressly warrants and agrees that Design-Build Entity will cooperate with Separate Contractors and will do nothing to delay, hinder, or interfere with the work of Separate Contractors, Agency, or Agency's Representative. Design-Build Entity also expressly agrees that, in the event its Work is hindered, delayed, interfered with, or otherwise affected by a Separate Contractor, its sole remedy will be a direct action against the Separate Contractor. Design-Build Entity will have no remedy, and hereby expressly waives any remedy, against Agency or Agency's Representative on account of delay, hindrance, interference, or other event caused by Separate Contractor.

7.3 Design-Build Entity's Delay Or Damage.

- A. Design-Build Entity shall be liable to Agency and any Separate Contractor for the direct delay and disruption costs or damages incurred by such Separate Contractor as a result of Design-Build Entity's wrongful action or inactions.

ARTICLE 8 -SUBCONTRACTORS

8.1 Award of Subcontracts and Other Contracts for Portions of The Work.

- A. All Subcontractors shall be retained in accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq.*). The Design-Build Entity shall not, without the consent of Agency: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the Proposal; or permit any such Subcontractor to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the Proposal. Any assignment or substitution made without the prior written consent of the awarding authority or not in compliance with the Subletting and Subcontracting Fair Practices Act shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve the Design-Build Entity or its Subcontractors from their obligations under the terms of the Contract. All requests by the Design-Build Entity for substitution will be handled through Agency's Representative.
- B. The Design-Build Entity shall submit to Agency's Representative after selecting Subcontractors pursuant to an open and competitive process, an updated expanded list of Subcontractors, along with their respective addresses, telephone numbers, e-mail addresses and contractor's license numbers. The expanded list of Subcontractors shall be provided and/or updated no later than ten (10) Days after the date which the Design-Build Entity awards a contract for any portion of the Work to a Subcontractor not originally listed in the Design-Build Entity's Proposal.
- C. Agency has the right to request all documentation that supports the Design-Build Entity's selection of a Subcontractor. Agency shall have the right of final approval as

to the qualifications of a Subcontractor to perform its designated scope of Work. Within Agency's discretion, any Subcontractor may be deemed not qualified to perform Work on the Project if Agency or Agency's Representative determines that the Subcontractor fails to meet the requirements of the Contract Documents, or for any other reason.

- D. Any increase in the cost of the Work on the Project resulting from the replacement or substitution of a Subcontractor pursuant to this Article or as required by Agency or Agency's Representative pursuant to this Article, shall be borne solely by the Design-Build Entity. The Design-Build Entity shall not be entitled to any increase in Contract Price or an extension of Project Completion Date due to such replacement or substitution.
- E. Any part of the Work on the Project performed for the Design-Build Entity by a Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Design-Build Entity by the terms of the Contract Documents, to assume toward the Design-Build Entity all the obligations and responsibilities which the Design-Build Entity assumes towards the Agency by the Contract Documents, and to perform such portion of the work on the Project in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of the Agency under the Contract Documents, with respect to the work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. The Design-Build Entity is responsible for reviewing and coordinating the Work of and among his Subcontractors and Design Professionals. This review and coordination includes, but is not limited to, resolution of any inconsistencies, errors or omissions.

8.2 Contingent Assignment of Subcontracts.

- A. The Design-Build Entity hereby assigns to Agency all its interest in first tier subcontracts now or hereafter entered into by the Design-Build Entity for performance of any part of the Work on the Project. The assignment will be effective upon acceptance by Agency in writing and only as to those subcontracts which Agency designates in writing. Agency may accept said assignment at any time during the course of the Work on the Project and prior to Final Completion in the event of a suspension or termination of the Design-Build Entity's rights under the Contract Documents. Such assignment is part of the consideration to Agency for entering into the Contract with the Design-Build Entity and may not be withdrawn prior to Final Completion.

ARTICLE 9 -CHANGE IN CONTRACT PRICE; CHANGE IN CONTRACT TIMES

9.1 Contract Change Orders.

- A. Agency, without invalidating the Contract, may order changes in the work consisting of additions, deletions or other revisions, and the Contract Price and/or Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by written Change Order and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Design-Build

Entity indicates the Design-Build Entity's agreement therewith, including any adjustment in the Contract Price and/or Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the work authorized by the Change Order. No changes in the Work covered by this Contract shall exonerate any surety or any bond given in connection with this Contract. No dispute, disagreement or failure of the Parties to reach agreement on the terms of a Change Order shall relieve the Design-Build Entity from the obligation to proceed with performance of the changed work promptly and expeditiously. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract Documents, and shall be subject to all terms, conditions and provisions of the original Contract Documents.

- B. Design-Build Entity shall promptly execute changes in the Work as directed in writing by Agency even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time, if any. All claims for additional compensation to the Design-Build Entity shall be presented in writing. No claim will be considered after the work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Design-Build Entity. Design-Build Entity shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

9.2 Contract Change Order Procedures.

A. Agency Directive

1. The Agency may direct changes in the Work, including deletion of Work, by delivering a written work directive. To the extent the work directive results in a change to the Contract Price and/or Contract Time, Design-Build Entity must timely submit a Change Order Request and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Design-Build Entity's failure to timely submit a Change Order Request shall constitute a waiver by Design-Build Entity of any adjustment to the Contract Price and/or Contract Time for work performed under the directive. The Agency shall not be liable to Design-Build Entity for work performed or omitted by Design-Build Entity in reliance on verbal orders.
2. The Agency shall have the right to order changes in the Work by a unilateral Change Order setting forth the Agency's determination of the reasonable additions or savings in the Contract Price and/or Contract Time.

B. Design-Build Entity Change Order Requests

1. The Design-Build Entity agrees that one of the purposes of the Contract is to minimize the risk for Change Orders and reduce the likelihood of Change Orders. Change Order Requests shall be kept to a minimum.
2. The Design-Build Entity may request changes to the Contract Price and/or Contract Time for Agency directed changes in the Work or for Additional Work caused by the acts, errors, or omissions of the Agency, or caused by unforeseen conditions if, and only if, the Design-Build Entity follows the

procedures specified in this Article. Work that should or could have been included as part of the Construction Documents or work resulting from ambiguities in the Construction Documents shall not be considered Additional Work and the Agency will not issue a Change Order for said work.

3. If Design-Build Entity intends to initiate a Change Order Request, then Design-Build Entity shall provide the Agency with written notice of the underlying facts and circumstances that give rise to the proposed change. Design-Build Entity shall submit the notice of change/delay prior to performance of the work and no later than five (5) Days after the Agency's work directive or Design-Build Entity discovers the circumstances causing the need for the Change Order. To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, Design-Build Entity shall submit the notice of change and notice of delay concurrently.
4. A Change Order Request will only be deemed timely submitted if it is submitted prior to incurring any expense and within fourteen (14) Days from Design-Build Entity's notice of change/delay.
5. A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment to the Contract Price and/or Contract Time, if any. The Change Order Request shall include all of the following information (unless inapplicable to the change): A detailed description of the circumstances giving rise to the request; A complete itemized cost proposal, including itemized pricing for costs; Supporting documentation for all costs; A time impact analysis showing the impact of the delay to the critical path to completion; If any added costs or information cannot be determined at the time of the Change Order Request, the reason the costs or information cannot be determined at the time; and Certification to the accuracy of the Change Order Request under penalty of perjury. The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule. The Agency may demand, and Design-Build Entity shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. Design-Build Entity shall provide the requested additional information within five (5) Days of the request.
6. If the Agency denies the Change Order Request or disagrees with the proposal submitted by Design-Build Entity, it will notify the Design-Build Entity, and the Agency will provide its opinion of the appropriate change to the Contract Price and/or Contract Time. If no agreement can be reached, the Agency shall have the right to order the work by a unilateral Change Order setting forth the Agency's determination of the reasonable additions or savings in the Contract Price and/or Contract Time, if any. The Agency's

determination shall become final and binding if the Design-Build Entity fails to submit a Claim in writing to the Agency within fourteen (14) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the Agency may reasonably require.

C. Change Order Format

1. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. The Agency may designate the forms to be used for notices, Change Order Requests, and Change Orders. If so designated, Design-Build Entity may only use such forms. Design-Build Entity shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Design-Build Entity may not change or modify the Agency's Change Order form in an attempt to reserve additional rights.

9.3 Determining Adjustments to Compensation.

- A. Limitation on Costs. Design-Build Entity shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.
- B. Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Design-Build Entity and the Agency.
- C. Time and Materials Change Orders. The Agency may direct the Design-Build Entity to proceed with the Additional Work with payment to be made on the basis of actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Design-Build Entity exceeds at its own risk.
- D. Federally Funded Projects. For any change in price to the Contract, general and administrative expenses shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E, and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the Additional Work to be performed, the risk borne by the Design-Build Entity, the Design-Build Entity's

investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

E. Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows

1. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Design-Build Entity establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
2. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer's invoice.
3. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Design-Build Entity shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the Agency for the total period of use. The Agency shall the make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of \$1,000 or less.
 - a. The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - b. All equipment shall, in the opinion of the Agency, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 - c. Before construction equipment is used on any Additional Work, the Design-Build Entity shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Agency, in duplicate, a description of the equipment and its identifying number.
 - d. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When

daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

4. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:
 - a. "Net Cost" is defined as the actual costs of labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Design-Build Entity and Subcontractors at cost only, without mark-up. Design-Build Entity shall provide the Agency with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the Agency may reasonably request.
 - b. For Work performed by the Design-Build Entity's forces the allowed mark-up shall not exceed fifteen (15%) percent of labor costs, ten percent (10%) of material costs, and ten percent (10%) of the cost of tools and equipment use.
 - c. For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Subcontractor's Net Cost of the Work to which the Design-Build Entity may add up to five percent (5%) of the Subcontractor's Net Cost.
 - d. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the Subcontractor and Design-Build Entity may each add up to an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
 - e. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by the Agency exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
 - f. Calculation of the mark-up will be subject to the limitations above and to calculation as further detailed in (b)(B)(5) above.
5. Documentation of Time-and-Material Costs.
 - a. T&M Daily Sheets. Design-Build Entity must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the Agency's for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the Agency's agreement to Design-Build Entity's entitlement to the cost.
 - b. T&M Summary Sheet. Design-Build Entity shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Design-Build Entity's total actual cost shall be presented in a summary table in an

electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Design-Build Entity's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Design-Build Entity's waiver for any reimbursement of any costs associated with the Additional Work.

- c. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Design-Build Entity's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:
- d. Overhead Cost. Payroll costs and other compensation of Design-Build Entity's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Design-Build Entity whether at the Site or in Design-Build Entity's principal office or any branch office, material yard, or shop for general administration of the Work;
- e. Office Expenses. Expenses of Design-Build Entity's principal and branch offices;
- f. Capital Expenses. Any part of Design-Build Entity's capital expenses, including interest on Design-Build Entity's capital employed for the Additional Work and charges against Design-Build Entity for delinquent payments;
- g. Negligence. Costs due to the negligence of Design-Build Entity or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
- h. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Design-Build Entity;
- i. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
- j. Anticipated Lost Profits. Expenses of Design-Build Entity associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
- k. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, burden fluctuation, or other similar methods;
- l. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Design-Build Entity, employed for

services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

- m. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; insurance and bond premiums.
- n. Compliance with Federal Cost Principles. If the Project is federally funded, any costs that are not allowable, reasonable and allocable to the Project, under generally accepted accounting principles and the applicable federal requirements.

9.4 Design-Build Entity's Wavier of Further Relief.

- A. **DESIGN-BUILD ENTITY'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF A CHANGE ORDER REQUEST OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER BY DESIGN-BUILD ENTITY OF THE RIGHT TO AN ADJUSTMENT OF THE CONTRACT PRICE AND/OR PROJECT COMPLETION DATE ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**
- B. Design-Build Entity recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the Agency or available to the Agency through other means, is not a mere formality but is of crucial importance to the ability of the Agency to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.

9.5 Agency Reservation of Rights.

- A. By signing the Contract, the parties agree that Agency has the right to do any or all of the following, which are reasonable and within the contemplation of the parties:
 - 1. To order changes in the Work, including without limitation: Changes to correct errors or omissions caused by Agency, if any, in the Contract Documents;

Changes resulting from Agency's decision to change the Work subsequent to execution of the Contract; and Changes due to unforeseen conditions.

2. To suspend Work on the Project or any part thereof.
3. To delay Work on the Project, including without limitation, delays resulting from the failure of Agency or Agency's Representative to timely perform any Contract obligation and delays for Agency's convenience.

ARTICLE 10 -TIME FOR COMPLETION; LIQUIDATED DAMAGES

10.1 Progress and Completion.

- A. The Design-Build Entity shall proceed expeditiously with adequate forces and shall achieve full completion of the Work by the Project Completion Date. If Agency's Representative determines and notifies the Design-Build Entity that the Design-Build Entity's progress is such that the Design-Build Entity will not achieve full completion of the Work by the Project Completion Date, the Design-Build Entity shall immediately and at no additional cost to Agency, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Project Completion Date. Upon receipt of such notice from Agency's representative, the Design-Build Entity shall immediately notify Agency's Representative of all measures to be taken to ensure full completion of the Work within the Project Completion Date. The Design-Build Entity shall reimburse Agency for any extra costs or expenses (including the reasonable value of any services provided by Agency's employees) incurred by Agency as the result of such measures.

10.2 Time for Completion.

- A. The time for completion set forth in Contract shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and shall be completed by Design-Build Entity in the time specified in the Contract Documents. The Agency is under no obligation to consider early completion of the Project; and the Project Completion Date shall not be amended by the Agency's receipt or acceptance of the Design-Build Entity's proposed earlier completion date. Any difference in time between the Design-Build Entity's early completion and the Project Completion Date shall be considered a part of the Project float. Design-Build Entity shall not be entitled to compensation, and the Agency will not compensate Design-Build Entity, for delays which impact early completion. Design-Build Entity shall not, under any circumstances, receive additional compensation from the Agency (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Design-Build Entity and the Project Completion Date.

10.3 Liquidated Damages.

- A. If the Work is not completed as stated in the Contract Documents, it is understood that the Agency ~~may will~~ suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual

damage, it is agreed that Design-Build Entity shall pay to the Agency as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Design-Build Entity and its surety shall be liable for any liquidated damages. Any money due or to become due the Design-Build Entity may be retained to cover liquidated damages.

10.4 Inclement Weather.

- A. Design-Build Entity shall abide by the Agency's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. Design-Build Entity shall not be entitled to reverse liquidated damages for time extensions resulting from inclement weather.

10.5 Extension of Time.

- A. Design-Build Entity's entitlement to an extension of the Contract Time is limited to a City-caused extension of the critical path, reduced by the Design-Build Entity's concurrent delays, and established by a proper time impact analysis. Design-Build Entity shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Design-Build Entity (or its Subcontractors or Suppliers). The Agency shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Design-Build Entity shall not be entitled to an adjustment in the Contract Times for delays within the control of Design-Build Entity. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design-Build Entity.

10.6 Reverse Liquidated Damages.

- A. Consistent with Public Contract Code Section 7102, Design-Build Entity will be compensated for damages incurred due to unreasonable delays to the critical path for which the Agency is responsible. The parties agree that determining Design-Build Entity's exact delay damages are and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Project Completion Date, the Agency shall pay to the Design-Build Entity the sum stipulated in the Contract per day. Such amount shall constitute the only payment allowed for any Agency-caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Design-Build Entity shall not be entitled to reverse liquidated damages for any change in the Work in which Design-Build Entity is compensated for overhead and profit through a Change Order resulting in a lump sum or allowed mark-up for the Additional Work. The amount of reverse liquidated damages shall be reduced by Design-Build Entity's concurrent delays.

10.7 Force Majeure.

- A. In accordance with Sections 10.5 and 10.6 above, the Design-Build Entity shall not be charged liquidated damages, and the Agency shall not be responsible, for any

delays resulting from a Force Majeure Event. If a delay to the critical path results from a Force Majeure Event, the Design-Build Entity will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation. Such a non-compensable adjustment shall be Design-Build Entity's sole and exclusive remedy for such delays.

10.8 No Damages for Reasonable Delay.

- A. The Agency's liability to Design-Build Entity for delays for which the Agency is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the Agency be liable for any costs which are borne by the Design-Build Entity in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable Agency delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

10.9 Procedure for Time Extensions and Delay Damages.

- A. Design-Build Entity shall not be entitled to any extension of time or any reverse liquidated damages unless Design-Build Entity properly notices the delay and adjustment to compensation and requests a Change Order in accordance with the Contract Documents. Design-Build Entity's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Design-Build Entity's right to a time extension or reverse liquidated damages.

ARTICLE 11 -TEST AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK; NOTICE OF DEFECTS

11.1 Notice of Defective Work.

- A. Prompt **written** notice of all Defective Work of which Agency or Agency's Representative has actual knowledge will be given to Design-Build Entity. Defective Work may be rejected, corrected, or accepted as provided in the Contract Documents.

11.2 Access to Work.

- A. Agency, Agency's Representative, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Project site and the Work at reasonable times for their observation, inspection, and testing. Design-Build Entity shall provide them proper and safe conditions for such access and advise them of Design-Build Entity's safety procedures and programs.

11.3 Tests and Inspections.

- A. Design-Build Entity shall give Agency's Representative timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

- B. Except as provided by the Contract Documents, Agency shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents.
- C. If Applicable Laws of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body (excluding permits), Design-Build Entity shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Agency's Representative the required certificates of inspection or approval.
- D. Design-Build Entity shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Agency and Agency's Representative's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Design-Build Entity's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Agency.
- E. Agency will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval, the 8.5 hour working day may be changed to other limits subject to Agency ordinance.

11.4 Uncovering Work.

- A. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Design-Build Entity without written concurrence of Agency's Representative, Design-Build Entity shall, if requested by Agency's Representative, uncover such Work for observation.
- B. Uncovering Work shall be at Design-Build Entity's expense unless Design-Build Entity has given Agency's Representative timely notice of Design-Build Entity's intention to cover the same and Agency's Representative has not acted with reasonable promptness in response to such notice.
- C. If Design-Build Entity has given Agency's Representative timely notice of Design-Build Entity's intention to cover the work and Agency's Representative has not acted with reasonable promptness in response to such notice, and Agency's Representative later considers it necessary or advisable that covered Work be observed by Agency's Representative or inspected or tested by others, Design-Build Entity, at Agency's Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Agency's Representative may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Design-Build Entity shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Agency shall be entitled to an appropriate decrease in the Contract Price.

2. If the uncovered Work is not found to be defective, Design-Build Entity shall be allowed an increase in the Contract Price and/or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

11.5 Agency May Stop The Work.

- A. If the Work is defective, Agency may in its sole discretion order Design-Build Entity to stop the Work, or any portion thereof, until the cause for such order has been eliminated. All delays associated with the stop Work order will be the responsibility of the Design-Build Entity.

11.6 Correction of Defective Work.

- A. Promptly after receipt of written notice, the Design-Build Entity shall (1) correct Defective Work that becomes apparent during the progress of the Work on the Project and (2) replace, repair, or restore to Agency's satisfaction any other parts of the Work on the Project and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. The Design-Build Entity shall promptly commence such correction, replacement, repair, or restoration upon notice from Agency's Representative or Agency, but in no case later than fourteen (14) Days after receipt of such notice; and the Design-Build Entity shall diligently and continuously prosecute such correction to completion. The Design-Build Entity shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for Agency's Representative's services and expenses. The Design-Build Entity shall perform corrective Work on the Project at such times that are acceptable to Agency and in such a manner as to avoid, to the extent practicable, disruption to Agency's activities. When correcting Defective, Design-Build Entity shall take no action that would void or otherwise impair Agency's special warranty and guarantee, if any, on said Work.
- B. If immediate correction of Defective Work is required for life safety or the protection of property and is performed by Agency or Separate Contractors, the Design-Build Entity shall pay to Agency all reasonable costs of correcting such Defective Work. The Design-Build Entity shall replace, repair, or restore to Agency's satisfaction any other parts of the Construction Work and any other real or personal property which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.
- C. The Design-Build Entity shall remove from the Project site portions of the Construction Work and materials which are not in accordance with the Contract Documents and which are neither corrected by the Design-Build Entity nor accepted by Agency.

- D. Enforcement of the Design-Build Entity's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies Agency may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations of the Design-Build Entity under the Contract Documents.

11.7 Acceptance of Defective Work.

- A. If, instead of requiring correction or removal and replacement of Defective Work, Agency prefers to accept it, Agency may do so. Design-Build Entity shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Agency's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
- B. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Agency shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by Agency.
- C. If the Project retention is held in an escrow account as permitted by the Contract Documents, Design-Build Entity will promptly alert the escrow holder, in writing, of the amount of retention to be paid to Agency.
- D. If the acceptance of defective Work occurs after release of the Project retention, an appropriate amount will be paid by Design-Build Entity to Agency.

11.8 Agency May Correct Defective Work.

- A. If Design-Build Entity fails within a reasonable time (i.e., 14 days) after written notice from Agency's Representative to correct Defective Work, or to remove and replace rejected Work as required by Agency, or if Design-Build Entity fails to perform the Work in accordance with the Contract Documents, or if Design-Build Entity fails to comply with any other provision of the Contract Documents, Agency may, after seven (7) Days written notice to Design-Build Entity, correct, or remedy any such deficiency.
- B. In connection with such corrective or remedial action, Agency may exclude Design-Build Entity from all or part of the Site, take possession of all or part of the Work and suspend Design-Build Entity's services related thereto, take possession of Design-Build Entity's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Agency has paid Design-Build Entity but which are stored elsewhere. Design-Build Entity shall allow Agency and Agency's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable Agency to exercise the rights and remedies to correct the defective work.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

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arbitration or other dispute resolution costs) incurred or sustained by Agency correcting the defective work will be charged against Design-Build Entity, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Agency shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.

- D. If the Change Order is executed after all payments under the Contract have been paid by Agency and the Project Retention is held in an escrow account as permitted by the Contract Documents, Design-Build Entity will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Agency.
- E. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Design-Build Entity to Agency.
- F. Design-Build Entity shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to Agency correcting defective work.

ARTICLE 12 -PAYMENTS TO DESIGN-BUILD ENTITY AND COMPLETION

12.1 Schedule of Values.

- A. The Design-Build Entity shall submit a schedule of values to the Agency before the first Application for Payment, allocating the entire Contract Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Agency. This schedule, unless objected to by the Agency, shall be used as a basis for reviewing the Design-Build Entity's Applications for Payment. Any changes to the schedule of values shall be submitted to the Agency and supported by such data to substantiate its accuracy as the Agency may require, and unless objected to by the Agency, shall be used as a basis for reviewing the Design-Build Entity's subsequent Applications for Payment.

12.2 Applications for Payments.

- A. By the twenty-fifth (25th) day of each month Design-Build Entity shall submit to Agency's Representative for review an Application for Payment filled out and signed by Design-Build Entity covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Agency has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Agency's interest therein, all of which must be satisfactory to Agency.

- B. Beginning with the second Application for Payment, each Application shall include an affidavit executed by the Design-Build Entity stating that it has paid all amounts due on account of the Work paid by Agency in the prior Applications for Payment.

12.3 Review of Applications.

- A. Agency's Representative will either indicate in writing a recommendation of payment to Agency or return the Application for Payment to Design-Build Entity indicating in writing Agency's Representative's reasons for refusing to recommend payment. In the latter case, Design-Build Entity may make the necessary corrections and resubmit the Application for Payment.
- B. In taking action on the Design-Build Entity's Applications for Payment, the Agency shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Build Entity and shall not be deemed to represent that the Agency has made a detailed examination, audit or arithmetic verification of the documentation submitted in support of the Application for Payment or other supporting data; that the Agency has made exhaustive or continuous on-site inspections; or that the Agency has made examinations to ascertain how or for what purposes the Design-Build Entity has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Agency, will be performed by the Agency's auditors acting in the sole interest of the Agency.
- C. By recommending any such payment Agency's Representative will not thereby be deemed to have represented that:
 - 1. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Agency's Representative in the Contract Documents; or
 - 2. there may not be other matters or issues between the parties that might entitle Design-Build Entity to be paid additionally by Agency or entitle Agency to withhold payment to Design-Build Entity.
- D. Neither Agency's Representative's review of Design-Build Entity's Work for the purposes of recommending payments nor Agency's Representative's recommendation of any payment, including final payment, will impose responsibility on Agency's Representative:
 - 1. to supervise, direct, or control the Work;
 - 2. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - 3. for Design-Build Entity's failure to comply with Applicable Laws applicable to Design-Build Entity's performance of the Work;
 - 4. to make any examination to ascertain how or for what purposes Design-Build Entity has used the moneys paid on account of the Contract Price; or

5. to determine that title to any of the Work, materials, or equipment has passed to Agency free and clear of any Liens.
- E. Agency's Representative may refuse to recommend the whole or any part of any payment due to subsequently discovered evidence or the results of subsequent inspections or tests. Agency retains the right to revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Agency's opinion to protect Agency from loss.

12.4 Payment Becomes Due.

- A. Thirty (30) Days after presentation of an undisputed and properly submitted Application for Payment to Agency's Representative, and subject to Agency's Representative's recommendation, subject to the modifications above, the amount recommended will become due, and when due will be paid by Agency to Design-Build Entity.

12.5 Retention and Securities in Lieu of Retention.

- A. Unless Project has been deemed substantially complex as noted in the Contract Documents, Agency will retain five percent (5%) of the amount invoiced in accordance with Applicable Laws.
- B. Pursuant to Public Contract Code section 22300, Design-Build Entity may substitute securities for any moneys withheld as a retention by Agency to ensure performance under the Contract. At the request and expense of Design-Build Entity, securities equivalent to the amount withheld shall be deposited with Agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to Design-Build Entity. Upon satisfactory completion of the Contract, the securities shall be returned to Design-Build Entity.
1. Alternatively, Design-Build Entity may request, and Agency shall make payment of retentions earned directly to the escrow agent selected by the Design-Build Entity. At the expense of Design-Build Entity, Design-Build Entity may direct the investment of the payments into securities and Design-Build Entity shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code section 22300 for securities deposited by Design-Build Entity. Upon satisfactory completion of the Contract, Design-Build Entity shall receive from the escrow agent all securities, interest, and payments received by the escrow agent when Agency authorizes the escrow agent to release these funds to the Design-Build Entity, pursuant to the terms of Public Contract Code section 22300.
- C. Securities eligible for investment shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Build Entity and Agency.
- D. Design-Build Entity shall be the beneficial Agency of any securities substituted for moneys withheld and shall receive any interest thereon.

- E. The escrow agreement shall be in the form of the Escrow Agreement provided as part of the Contract Documents.

12.6 Agency's Reduction in Recommended Payment.

- A. In addition to reductions recommended by Agency's Representative, Agency may refuse to make payment of the full amount recommended by Agency's Representative because:

1. Claims have been made against Agency on account of Design-Build Entity's performance or furnishing of the Work.
2. Stop Payment Notices or Liens have been filed in connection with the Work.
3. Defective Work not remedied.
4. Failure of Design-Build Entity to make proper payments to its subcontractors or suppliers.
5. Completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid Contract balance.
6. Damage to another contractor or third party.
7. Amounts which may be due the Agency for claims against Design-Build Entity.
8. Failure of Design-Build Entity to keep the record ('as-built') drawings up to date.
9. Failure to provide updates on the construction schedule.
10. Site cleanup.
11. Failure of the Design-Build Entity to comply with requirements of the Contract Documents.
12. Liquidated Damages.

- B. Upon completion of the Contract, Agency will reduce the final Contract Price to reflect costs charged to the Design-Build Entity, back charges or payments withheld pursuant to the Contract Documents.

12.7 Design-Build Entity's Warranty of Title.

- A. Design-Build Entity warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Agency no later than the time of payment free and clear of all Liens.

12.8 Partial Utilization.

- A. Agency reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Design-Build Entity of its responsibilities under the Contract.

12.9 Final Inspection.

- A. Upon written notice from Design-Build Entity that the entire Work is complete, Agency's Representative will promptly make a final inspection with Agency and Design-Build Entity and will notify Design-Build Entity in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Build Entity shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

12.10 Final Acceptance.

- A. After Design-Build Entity has, in the opinion of Agency's Representative, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents required by the Contract Documents, Agency shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

12.11 Final Payment.

A. Application for Payment.

1. Upon execution of the Notice of Completion, Design-Build Entity may submit a final accounting for the cost of the Work and a final Application for Payment. Final payment, constituting the entire unpaid balance of the Contract Price.
2. Prior to Final Payment, the Agency may conduct an audit of the Work or notify the Design-Build Entity that it will not conduct an audit and issue a final Certificate for Payment. If the Agency conducts an audit of the Work, the Agency will either issue to the Design-Build Entity a final Certificate for Payment, or notify the Design-Build Entity in writing of the Agency's reasons for withholding a certificate. If the Agency's auditors report the cost of the Work as substantiated by the Design-Build Entity's final accounting to be less than claimed by the Design-Build Entity, the Design-Build Entity shall be entitled to make a claim. Pending a final resolution of the disputed amount, the Agency shall pay the Design-Build Entity the amount certified in the Agency's final Certificate for Payment.
3. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance;
- b. consent of the surety to final payment;
- c. a fully completed Conditional Waiver and Release on Final Payment.

B. Agency's Representative's Review of Application and Acceptance.

1. If, on the basis of Agency's Representative's observation of the Work during construction and final inspection, and Agency's Representative's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Agency's Representative is satisfied that the Work has been completed and Design-Build Entity has satisfied all other requirements for final payment, Agency's Representative will indicate in writing Agency's Representative's recommendation of payment and present the Application for Payment to Agency for payment. Otherwise, Agency's Representative will return the Application for Payment to Design-Build Entity, indicating in writing the reasons for refusing to recommend final payment, in which case Design-Build Entity shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due.

1. Within sixty (60) Days after the presentation to Agency's Representative of the proper and complete final Application for Payment and accompanying documentation, the amount recommended by Agency's Representative, less any sum Agency is entitled to set off pursuant to the Contract Documents, will become due and will be paid by Agency to Design-Build Entity.

12.12 Waiver of Claims.

- A. The making and acceptance of final payment will constitute a waiver of all Claims by Design-Build Entity against Agency other than those previously made in accordance with the requirements herein and expressly acknowledged by Agency in writing as still unsettled.

ARTICLE 13 -SUSPENSION OF WORK AND COMPLETION

13.1 Agency May Suspend Work.

- A. Agency may, at its sole option, decide to suspend at any time the performance of all or any portion of the Work by notice in writing to Design-Build Entity. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Design-Build Entity shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.
- B. Upon receipt of any such notice, Design-Build Entity shall, unless the notice requires otherwise:

1. Immediately discontinue Work on the date and to the extent specified in the notice;
 2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
 3. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to Agency's Representative of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and
 4. Continue to protect and maintain the Work including those portions on which Work has been suspended.
- C. Except as provided by this article, as full and complete compensation for such suspension, Design-Build Entity shall be granted an adjustment in the Contract Price based on a negotiated daily rate that reflects the Design-Build Entity's actual costs associated with the demobilized condition of the Site (and as a result will be less than the Daily Rate contained in the Special Conditions) and an extension of the Contract Times equal to the number of days performance of Work is suspended; provided, however, that no adjustment of Contract Price or extension of Contract Times shall be granted if the suspension results from Design-Build Entity's non-compliance with the requirements of the Contract.

13.2 Agency May Terminate for Cause.

- A. Agency may, without prejudice to any other right or remedy, serve written notice upon Design-Build Entity of its intention to terminate this Contract in whole or in part if the Design-Build Entity: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the Project Completion Date; (ii) fails to complete the Work within the required time; (iii) files a bankruptcy petition or is adjudged a bankruptcy; (iv) makes a general assignment for the benefit of its creditors; (v) has a receiver appointed; (vi) refuses or fails to supply enough properly skilled workers or proper materials to complete the Work; (vii) fails to make prompt payment to subcontractors or for material or labor; (viii) disregards Applicable Laws, other requirements or instructions of Agency; or (ix) violates any of the provisions of the Contract Documents.
- B. The Notice of Default and Intent to Terminate shall state the reasons for termination. Unless within five (5) Days after the service of such notice, Design-Build Entity resolves the circumstances giving rise to the Notice of Default to Agency's satisfaction, or makes arrangements acceptable to Agency for the required corrective action, Agency may terminate this Contract. In such case, Design-Build Entity shall not be entitled to receive any further payment until the Work has been finished. Agency may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project Performance Bond. Design-Build Entity and its surety shall be liable to Agency for any excess costs or other damages incurred by Agency to complete the Work. If Agency takes over the Work, Agency may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Design-Build Entity as may be on the Site.

13.3 Agency May Terminate for Convenience.

- A. In addition to its right to terminate this Contract for default, Agency may terminate the Contract, in whole or in part, at any time upon seven (7) Days written notice to Design-Build Entity. The Notice of Termination shall specify that the termination is for the convenience of Agency, the extent of termination, and the effective date of such termination ("Effective Date of Termination").
- B. After receipt of Notice of Termination, and except as directed by Agency, the Design-Build Entity shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
1. Stop Work as specified in the Notice.
 2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 3. Leave the Site and any other property upon which the Design-Build Entity was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 4. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.
 5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.
 6. Submit to Agency, within fifteen (15) Days from the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Design-Build Entity for labor, materials and equipment through the Notice of Termination. Any documentation substantiating costs incurred by the Design-Build Entity solely as a result of Agency's exercise of its right to terminate this Contract pursuant to this clause, which costs the Design-Build Entity is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by Agency no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by Agency's Termination for Convenience."
- C. Agency's total liability to Design-Build Entity by reason of the termination shall be limited to the total (without duplication of any items) of:
1. The reasonable cost to the Design-Build Entity for all Work performed prior to the Effective Date of Termination, including the Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by the Design-Build Entity, cost of Work defectively performed,

amounts realized by sale of materials, and for other appropriate credits or offsets against cost of Work as allowed by the Contract Documents.

2. When, in Agency's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.
 3. Any Work required by the Termination for Convenience that is not included in Contract Documents will be negotiated pursuant to the Contract Change Order provisions.
 4. Reasonable costs to the Design-Build Entity of handling material returned to vendors, delivered to Agency or otherwise disposed of as directed by Agency.
 5. A reasonable allowance for the Design-Build Entity's internal administrative costs in preparing termination claim.
 6. Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.
- D. In no event shall Agency be liable for unreasonable costs incurred by the Design-Build Entity or subcontractors after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, the cost of or anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, unreasonable post-termination administrative expenses, post-termination overhead or unabsorbed overhead, surety costs of any type, costs of preparing and submitting the Design-Build Entity's termination claim, attorney fees of any type, and all other costs relating to prosecution of a claim or lawsuit.
- E. Agency shall have no obligation to pay the Design-Build Entity under this Article unless and until the Design-Build Entity provides Agency with updated and acceptable as-builts and Record Documents for Work completed prior to termination as required by the Contract Documents.
- F. In arriving at the amount due the Design-Build Entity under this clause there shall be deducted in whole, or in the appropriate part(s) if the termination is partial:
1. All unliquidated advances or other payments on account previously made to the Design-Build Entity, including without limitation all payments which are applicable to the terminated portion of the Contract Documents,
 2. Any claim Agency may have against the Design-Build Entity in connection with the Work or any amounts that may be withheld in accordance with the Contract Documents, and
 3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Design-Build Entity and not otherwise recovered by or credited to Agency.

- G. Design-Build Entity shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.
- H. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, Agency may immediately order Design-Build Entity to cease Work until such safety or liability issues are addressed to the satisfaction of Agency or the Contract is terminated.
- I. If Agency terminates Design-Build Entity for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Design-Build Entity shall be entitled to receive only the amounts payable under this section, and Design-Build Entity specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

ARTICLE 14 -CLAIMS, DISPUTE AVOIDANCE AND RESOLUTION

14.1 Procedure for Resolving Claims

- A. Design-Build Entity shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Price and/or the Project Completion Date, including but not limited to all requirements of Article 9 and Article 14.1, as a prerequisite to filing any Claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely submit a Chang Order Request, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the Claim under the Contract or at law.
- B. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all applicable law, including but not limited to these statutes.
- C. Claims. For purposes of this Article, "Claim" means a separate demand by the Design-Build Entity for (1) a time extension, including without limitation relief from damages or penalties for delay assessed by Agency, (2) payment of money or damages arising from Work done by or on behalf of the Design-Build Entity and payment of which is not otherwise expressly provided for or the Design-Build Entity is not otherwise entitled, or (3) payment of an amount which is disputed by Agency. A "Claim" does not include any demand for payment for which the Design-Build Entity has failed to provide notice, submit a Change Order Request, or otherwise failed to follow any procedures contained in the Contract Documents.

- D. Filing Claims. Claims governed by this Article may not be filed unless and until the Design-Build Entity completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Price and/or the Project Completion Date, and Design-Build Entity's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Agency and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include the all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.
- E. Documentation. The Design-Build Entity will submit the claim justification in the following format:
1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made
 2. List of documents relating to the Claim
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
 3. Chronology of events and correspondence
 4. Narrative analysis of Claim merit
 5. Analysis of Claim cost, including calculations and supporting documents
 6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested
 7. Cover letter and certification of validity of the Claim
- F. Agency Response to Claim. Upon receipt of a Claim pursuant to this Article, Agency shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide a written statement identifying what portion of the Claim is disputed and what portion is

undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after Agency issues its written response.

1. If Agency needs approval from its governing body to provide Design-Build Entity a written statement as set forth above, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim, Agency shall have up to three (3) days following the next publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Design-Build Entity a written statement identifying the disputed portion and the undisputed portion of the Claim.
2. Agency may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the Claim or relating to defenses or Claims Agency may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Agency and the Design-Build Entity. Agency's written response shall be submitted 30 days (15 days if the Claim is less than \$50,000) after receiving the additional documentation, or within the same period of time taken by the Design-Build Entity to produce the additional information, whichever is greater.

G. Meet and Confer Conference. If the Design-Build Entity disputes Agency's response, or if Agency fails to respond within the statutory time period(s), the Design-Build Entity may so notify Agency, in writing, within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement of those portions of the Claim that remain in dispute. Upon such demand, Agency shall schedule a meet and confer conference within 30 Days.

H. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Agency shall provide the Design-Build Entity a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the Agency issues its written statement. Any disputed portion of the Claim, as identified by the Design-Build Entity in writing, shall be submitted to nonbinding mediation, with the Agency and the Design-Build Entity sharing the associated costs equally. The public entity and Design-Build Entity shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute

resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the Agency and the Design-Build Entity in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 4. The mediation shall be held no earlier than the date the Design-Build Entity completes the Work or the date that the Design-Build Entity last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.
- I. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Design-Build Entity must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Design-Build Entity submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.
- J. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:
1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

K. Government Code Claim Procedures.

1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.
2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Design-Build Entity must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the Agency.
3. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Design-Build Entity. If Design-Build Entity does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Design-Build Entity may not file any action against the Agency.
4. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Design-Build Entity last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Design-Build Entity or that should reasonably be known to Design-Build Entity excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

L. Non-Waiver. The Agency's failure to respond to a Claim from the Design-Build Entity within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Article.

14.2 Litigation.

A. Any claims, disputes, or controversies between the parties arising out of or related to the Contract, which have not been resolved in accordance with the procedures set forth herein shall be resolved in a court of competent jurisdiction.

14.3 Duty to Continue Performance.

A. Unless provided to the contrary in the Contract Documents, Design-Build Entity shall continue to perform the Work and Agency shall continue to satisfy its payment obligations to Design-Build Entity, pending the final resolution of any dispute or disagreement between Design-Build Entity and Agency.

ARTICLE 15 -MISCELLANEOUS PROVISIONS

15.1 Limitations On Agency's Responsibilities.

A. Agency shall not supervise, direct, or have control or authority over, nor be responsible for, the Design-Build Entity's means, methods, techniques, sequences, or procedures of design or construction, or the safety precautions and programs incident thereto, or for any failure of the Design-Build Entity to comply with Applicable Laws applicable to the performance of the Work. Agency will not be responsible for the Design-Build Entity's failure to perform the Project in accordance with the Contract Documents.

15.2 Successors

A. The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. The Design-Build Entity may not either voluntarily or by action of law, assign any obligation assumed by the Design-Build Entity hereunder without the prior written consent of the Agency.

15.3 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

15.4 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Project or termination or completion of the Contract or termination of the services of the Design-Build Entity.

15.5 Controlling Law.

A. Notwithstanding any subcontract or other contract with any Subcontractor, Supplier, or other person or organization performing any part of the Project, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

15.6 Jurisdiction: Venue.

A. The Design-Build Entity and any Subcontractor, supplier, or other person or organization performing any part of the Project agree that any action or suits at law or in equity arising out of or related to the proposal process, award, or performance

of the Project shall be maintained in the Superior Court of Riverside County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

15.7 Headings.

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.8 Agency's Right to Audit.

- A. The Design-Build Entity shall make available to Agency for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to Agency. If the Design-Build Entity submits a Change Order Request or a Claim to Agency, Agency shall have the right to audit the Design-Build Entity's books, records, documents, and other evidence to the extent they are relevant.
- B. The right to audit shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted, including but not limited to job cost reports, estimates, proposals, bids, proposal papers, documents of other work administered by the Design-Build Entity's home office, and any and all other documentation relied upon by the Design-Build Entity to obtain this Contract. Agency shall have the right to make and take copies of any records examined.
- C. The right to audit shall include the right to inspect the Design-Build Entity's plans, or such parts thereof, as may be or have been engaged in the performance of the Project. The Design-Build Entity further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The right to audit provided herein shall be exercisable through such representatives as Agency deems desirable during the Design-Build Entity's normal business hours at the Design-Build Entity's office.
- D. In accordance with Government Code Section 8546.7, records of both Agency and the Design-Build Entity shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment. The Design-Build Entity shall make available to Agency any of the Design-Build Entity's other documents related to the Project immediately upon request of Agency. In addition to the State Auditor's rights described above, Agency shall have the right to examine and audit all books, estimates, records, contracts, documents, Proposals, subcontracts, and other data of the Design-Build Entity (including electronic records, computations and projections) related to negotiating, pricing, or performing the Project in order to evaluate the accuracy and completeness of the cost or pricing data, for a period of four (4) years after final payment.

15.9 Assignment.

- A. Design-Build Entity shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of Agency. Any assignment without the written consent of Agency shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.
- B. As set forth in Public Contract Code section 7103.5, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

15.10 All Legal Provisions Included.

- A. Design-Build Entity shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Design-Build Entity observes that drawings and specifications are at variance therewith, he shall promptly notify Agency in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Design-Build Entity performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Agency, he shall bear all costs arising therefrom.
- B. Design-Build Entity shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Design-Build Entity shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable..
- C. Design-Build Entity acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.
- D. No Agency official or representative who is authorized in such capacity and on behalf of Agency to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection

with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

- E. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by Agency, at no increase in the Contract Price or Contract Time, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

15.11 State License Board Notice.

- A. Contractors are required by law to be licensed and regulated by the Design-Build Entity's 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 ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, the Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

15.12 Noise.

- A. The Design-Build Entity shall use only such equipment on the Project and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- B. The Design-Build Entity shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Design-Build Entity shall promptly remove the equipment and shall not return that equipment to the Project site until the device is repaired or replaced. Noise and vibration level requirements shall apply to all equipment on the jobsite or related to the Project, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Design-Build Entity.

15.13 Change In Name Or Nature of Design-Build Entity's Legal Entity.

- A. Should a change be contemplated in the name or nature of the Design-Build Entity's legal entity, the Design-Build Entity shall first notify Agency in order that proper steps may be taken to have the change reflected in the Contract Documents and all related documents. No change of the Design-Build Entity's name or nature will affect Agency's rights under the Contract Documents, including but not limited to the bonds and insurance.

15.14 Complete Contract.

- A. The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as otherwise provided in the Contract Documents.

15.15 Notice of Third Party Claims.

- A. Pursuant to Public Contract Code section 9201, Agency shall provide Design-Build Entity with timely notification of the receipt of any third-party claim relating to the Contract.

15.16 Severability of Provisions.

- A. If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15.17 Correction of Errors and Omissions.

- A. The Design-Build Entity agrees to correct any error or omission in the Construction Documents or Contract Documents at no additional cost to Agency.

15.18 Interpretation.

- A. The Contract Documents shall not be construed in favor of or against any party, but shall be construed as if all parties prepared the Contract Documents.

END OF GENERAL CONDITIONS

**ATTACHMENT 3
SPECIAL CONDITIONS**

ARTICLE 1 -MODIFICATIONS TO THE GENERAL CONDITIONS

[*ADJUSTMENTS CAN BE MADE TO THE GENERAL CONDITIONS FOR MANY PROJECT SPECIFIC REQUIREMENTS, EXAMPLES INCLUDING BRAND NAMES OR MATERIALS, PRODUCTS, THINGS, OR SERVICES REQUIRED, MODIFYING WORK AND/OR HOLIDAY HOURS, CHANGING THE RETENTION AMOUNT, DAYS FOR SUBSTITUTION OF MATERIALS, MODIFYING NOISE RESTRICTIONS, ETC.***]**

[*THE FOLLOWING ARE EXAMPLES OF WAYS IN WHICH TO MAKE THE FOLLOWING ADJUSTMENTS TO THE GENERAL CONDITIONS***]**

1.1 Section 6.8 Submittals.

Section 6.8 of the General Conditions shall be deleted in its entirety and replaced with the following:

“6.8 Submittals.

_____”

1.2 Section 6.8 Submittals.

The first sentence in Section 6.8 of the General Conditions shall be deleted in its entirety and replaced with the following:

“_____”

**ATTACHMENT 4
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, THE Valley Sanitary District (“Agency”) has awarded to _____, (“DBE”) an agreement for _____ (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the DBE is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the DBE is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned DBE and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Agency in the sum of _____ dollars, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the DBE, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the Agency, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by Agency in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of DBE remains. Nothing herein shall limit the Agency’s rights or the DBE or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever DBE shall be, and is declared by the Agency to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Agency's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the Agency, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to DBE by the Agency under the Contract and any modification thereto, less any amount previously paid by the Agency to the DBE and any other set offs pursuant to the Contract Documents.
- (3) Permit the Agency to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to DBE by the Agency under the Contract and any modification thereto, less any amount previously paid by the Agency to the DBE and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Agency may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the DBE.

Surety shall not utilize DBE in completing the Project nor shall Surety accept a Bid from DBE for completion of the Project if the Agency, when declaring the DBE in default, notifies Surety of the Agency's objection to DBE's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this __ __ day
of __ __, 20 .

__ Design-Build
Entity

By: __
President

__
Surety

By: __
Attorney-in-Fact

The rate of premium on this bond is __ per thousand. The total amount of premium charges, \$__ .

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) __

__

__

(Name and Address of Agent or Representative for service of process in California, if different from above) __

__

__

(Telephone number of Surety and Agent or Representative for service of process in California) __

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Notary 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 _

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

**ATTACHMENT 5
PAYMENT BOND (LABOR AND MATERIALS)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Valley Sanitary District** ("Agency"), by action taken or a resolution passed _ _ , 20_ _ has awarded to _ _ , hereinafter designated as the "Principal," a contract ("Contract") for the work described as follows: ("Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _ _ as Surety, are held and firmly bound unto the Agency in the penal sum of _ _ dollars (\$_ _) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the DBE and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such Work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Agency in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any

rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of

recovery of claimants otherwise entitled to recover under any such Contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of Contract between the owner or Agency and original DBE or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _ _ day of _ _ 20 _

the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal, if corporation)

Design-Build Entity

By: _____
President

(Seal of Surety)

Surety

By: _____
Attorney-in-Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Notary 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 _

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

Appendix B/ ADDITIONAL RESUMES

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BIG BEAR

STATEMENT OF QUALIFICATIONS

BIG BEAR ELECTRIC INC.

**644 West Fairway Blvd, Suite 6 Big Bear City, CA 92314
Po Box 3001, Big Bear City, CA 92314**

Main: 909.547.6363

Fax: 909.547.6413

ethan@bigbearelectric.biz

www.bigbearelectric.biz

ELECTRIC

Principle Resume

ETHAN ADAMS President

Ethan Adams is a Professional Journeyman Electrician and licensed Electrical Contractor in the State of California. During the past 17 years within the profession, Mr. Adams has developed an extensive background in all areas of electrical work with particular emphasis on industrial wastewater/water treatment, airport taxiway lighting systems, open-pit mining, advanced motors and controls, sophisticated instrumentation, specialty conduit and raceway systems and technical design-build projects.

Mr. Adams has considerable experience with a wide range of projects including custom residential service, commercial building tenant improvement, track homes development, TV studio as well as military base and city government projects. His background and experiences has given him excellent time management skills. Throughout his career he has forged lasting relationships with clientele from both the private community and governmental agencies.

Prior to the founding of Big Bear Electric Inc. in 2011, Mr. Adams was a Foreman and lead Journeyman for Rock Electric where he oversaw various governmental, state and district public works projects from 2001 thru 2007.

June 2007 Mr. Adams enlisted in the US Army reserves, serving as a Military police officer, assigned to 491st Military Police Company and 382nd Military Police Detachment where he deployed twice to Afghanistan 2009/2010, 2013/2014. He was Honorably Discharged 7/2015.

Ethan Adams grew up in Los Angeles and has resided in Big Bear City since 2000.

Company History

Established in 2011, Big Bear Electric Inc. quickly became synonymous with high quality work and sustainable reliability. As a business we are committed to meeting the ever changing electrical, environmental and technological needs of our customers and the community. By ensuring continued education/training and adhering to the highest level of safety standards, Big Bear Electric Inc. continues to be a leader in workmanship and customer satisfaction. We take great pride in our services and guarantee our product with a complete no-hassle one-year minimum warranty.

Big Bear Electric Inc. is a family run business operated and managed by combat military veterans. With more than 30 combined years working in California, we have completed many projects from as little as replacing light bulbs to large, high tech industrial projects for the military and private industries such as: new electrical systems for military bases, water wells, sewage treatment facilities, cold storage, track homes, tenant improvements, custom lighting and remodels.

All of our Foreman, Journeymen and Apprentices maintain current Certifications in NFPA 70-E, OSHA 30, First -Aid, CA General Electrician Certifications, and additional required training thru NECA and other apprentice Union schools.

We pride ourselves on having properly trained and certified employees to the highest standards in the industry.



Services

Our company is explicitly focused on providing prompt, courteous, and reliable quality service. The management team along with a team of experienced electricians, and service technicians, offer unparalleled expertise in all ranges of electrical projects, regardless of size or complexity. From new construction to renovation, remodeling, equipment refurbishing and repair, Big Bear Electric's skilled electricians bring the knowledge and experience needed to troubleshoot and solve your electrical problems quickly, ensuring the highest levels of quality and customer satisfaction for every job.

*We are committed to impress our customers with our ability to complete your project on time and on budget.
Specialty Installations:*

*Wastewater, Sewage Treatment, Water Treatment, Booster, Injection and Pumping Plant Installations
Hazardous and Explosion Proof Mining and Quarry Installation.
Instrumentation, PLC and SCADA Installations and Repairs.
Industrial Motors and Controls.
Backup Generator Systems Installations.
Airfield High Voltage Lighting Systems.*

Trade Affiliations



International Brotherhood of Electrical Workers

Local 477, San Bernardino, Inyo and Mono Counties

Local 11, Los Angeles

Local 441, Orange County

Local 440, Riverside

Local 569, San Diego

Local 428, Kern

Local 952, Ventura

Certifications/Licensing Information

- 1) ***SB854 - Public Works Contractor Registration Program, Department of Industrial Relations.
Big Bear Electric Registration #1000002330 - San Bernardino County, Big Bear City
Registration Date 07/02/2015 - Expiration Date 06/31/2021***
- 2) ***California Contractors License Number – Electrical C-10 #972582 - Expiration Date 05/31/2022
Low Voltage C-7 #972582 - Expiration Date 05/31/2022***
- 3) ***Department of Veteran Affairs
Service-Disabled Veteran-Owned Small Business - Expiration Date 11/8/2022***
- 4) ***Department of General Services -
Small Business (micro) #1797161 - Expiration Date 4/30/2022
Disabled Veterans Business Enterprise #1797161 - Expiration Date 4/30/2022***
- 5) ***Mine Safety and Health Administration (MSHA) Part 48 & 46 - #M56871479***
- 6) ***Certified Small Business Enterprise, Vendor #334621
NAICS code for which SBE status is recognized: 238210
Certificate Effective Date 10/30/2014 - Certificate Expiration Date 10/30/2022
Certification is recognized by the following organizations:

Metropolitan Water District Southern California
Port of Long Beach
San Diego County Water Authority
Los Angeles Unified School District
Port of Los Angeles
Los Angeles Community College District***
- 7) ***Supplier Clearing House, Vendor # 20375684***

NAICS Codes

***236210 -- Industrial Building Construction
238210 -- Electrical Contractors and Other Wiring Installation Contractors
238990 -- All Other Specialty Trade Contractors***

DUNS: 060541859

FEIN: 45-4355670

Clients:

US Department of Agriculture CA Department of Transportation

CA Department of General Services

County of Los Angeles Public Works

County of Los Angeles Parks and Recreation

Department of Homeland Security

Los Angeles County Sanitation District

Los Angeles County Special Districts

North Orange County Community College District

Victor Valley Wastewater Regional Authority

Golden State Water Company

Bear Valley Electric Co

West Basin Municipal Water District

West Valley Water District

Coachella Valley Water

District Metropolitan Water

District Mesa Water District

Eastern Municipal Water District

U.S. Army Corp of Engineers

Running Springs Water District

Crestline Village Water District

Inland Empire Utilities Agency

Chino Basin Desalter Authority

City of Banning

City of Beverly Hills

City of Big Bear Lake

City of Garden Grove

City of Riverside

City of Chino

City of Chino Hills

City of Compton

City of El Segundo

City of Yucaipa

City of Vista

City of Blythe

NAVFAC

U.S. Air Force

AVEK

High Grade, Specialty Minerals

Completed Public Works Projects:

<i>US Department of Agriculture –</i>	<i>Advanced Meter Installation, 2015</i>
<i>CA Department of General Services -</i>	<i>Centinela State Prison, Total Trihalomethane Reduction System, 2015</i>
	<i>Centinela State Prison Water Treatment Plant, 2018</i>
<i>County of Los Angeles Public Works –</i>	<i>Bartolo Drain Rehabilitation, 2015</i>
	<i>Pitchess Detention Laundry Upgrades, Est Competition, 2018</i>
	<i>17th St Pumping Plant, 2018</i>
<i>Los Angeles County Sanitation District –</i>	<i>Marina #3 Pump Rehabilitation, 2015</i>
<i>Mesa Water District –</i>	<i>Scada Power Modifications, 2015</i>
<i>Crestline Village Water District –</i>	<i>Forest Shade Lift Station Modifications, 2014</i>
<i>Inland Empire Utilities Agency -</i>	<i>Rehabilitation of Clarifier #3, 2015</i>
	<i>VFD Installation Compost Facilities, 2017</i>
	<i>Prologis WTP Modifications, 2016</i>
<i>City of Big Bear Lake –</i>	<i>Lift Station #3 Rehabilitation, 2015</i>
	<i>ADA Door Installation, 2015</i>
<i>City of Blythe –</i>	<i>Sewage Treatment Plant Upgrades, 2015</i>
<i>City of Yucaipa -</i>	<i>Fire Station #2 Tenant Improvements, 2016</i>
<i>North Orange County Community College District -</i>	<i>Storm Drain Pump Replacement, 2016</i>
<i>County of Los Angeles Parks and Recreation -</i>	<i>Cresenta Valley Skatepark, 2016</i>
<i>CA Department of Transportation -</i>	<i>LosFlores Maintenance Waskrack, 2016</i>
	<i>Wileys Well Rest Stop Sewage Controller, 2016</i>
	<i>Elsinore Truck Washrack 2018</i>
<i>Metropolitan Water District -</i>	<i>Wadsworth Power Plant Temp Power, 2018</i>
	<i>Colorado Erosion Protection Curbing, 2017</i>
	<i>Venice Power Plant Modifications- 2016</i>
<i>Running Springs Water District -</i>	<i>Replacement of Lift stations 1-3, 2016</i>
<i>Golden States Water Company -</i>	<i>Valley View #2, 2016</i>
<i>Saddleback College -</i>	<i>PE Ejector Sewage Pumps, 2016</i>
<i>City of Beverly Hills -</i>	<i>Zone 9 Intertie, 2017</i>
	<i>Pump Station #8 Improvements, 2019</i>
<i>CA Department of General Services -</i>	<i>Fairview Developmental Center - Boiler NOx Retrofit, 2017</i>
<i>County of Los Angeles Public Works -</i>	<i>General Fox Airfield Taxiway H Lighting, 2017</i>
<i>Coachella Valley Water District -</i>	<i>Water Reclamation Plants No 7 & 10, 2017</i>
	<i>Quagga Mussel Intake SHS, 2017</i>
	<i>San Antonio-De Anza Sewer Lift Station, 2019</i>
	<i>MWD Interconnect and PRV Facilities, 2017</i>
<i>City of Garden Grove-</i>	<i>Desalination Demonstration Facility Demolition, 2017</i>
<i>West Basin Municipal Water District -</i>	<i>Chino Equipping Well #16, 2017</i>
<i>City of Chino Hills -</i>	<i>CNG Motor Replacement, 2017</i>
<i>City of Banning -</i>	<i>Mountain View Well #19, 2017</i>
<i>City of Chino -</i>	<i>Well #20 Modifications, 2017</i>
<i>City of Compton -</i>	<i>Buena Creek Pump Station and Wet Well Repairs, 2015</i>
<i>City of Vista -</i>	<i>CDA Wells 10 & 11, 2017</i>
<i>Chino Basin Desalter Authority -</i>	<i>Lebata Turnout, 2016</i>
<i>Antelope Valley-East Kern Water District -</i>	<i>Duplex Pump Station Installation, 2017</i>
<i>Green Valley Lake -</i>	<i>Perris Desalters Wells #95 & #96, 2018</i>
<i>Eastern Municipal Water District -</i>	<i>Perris Desalter Well #94, 2019</i>
	<i>De Anza Lift Station, 2019</i>
<i>City of Barstow -</i>	<i>Temecula Regional Interim Storm Drain, 2019</i>
<i>U.S.Air Force -</i>	<i>Nitrate Removal System, 2018</i>
<i>NAVFAC -</i>	<i>Plant 42, Runway 7-24 Modifications 2018</i>
	<i>China Lake Naval Station Richmond Gate Remodel 2018</i>
	<i>Barstow NEBO Annex Clearspan Building Replacement 2018</i>
	<i>Twenty-Nine Palms Marine Corp Base, Oil water Separator Installation 2018</i>
<i>California Air National Guard -</i>	<i>Channel Islands ANG Repair Lift Stations and Storm Water Stations, 2018</i>
<i>Elsinore Valley Municipal Water District -</i>	<i>Summerly Lift Station, 2018</i>
<i>Los Angeles County Special Districts -</i>	<i>Rosemead Water Treatment Plant, 2018</i>
<i>Castaic Lake Water Agency -</i>	<i>Earl Schmidt Intake Pump Station Pipeline Improvements, 2018</i>
<i>City of Pomona -</i>	<i>Generator Relocation, 2018</i>
<i>American Airports -</i>	<i>Whiteman Airport PAPI Lighting, 2019</i>
<i>Golden State Water Company -</i>	<i>Bear Valley Electric Generator Installation, 2018</i>
<i>City of Victorville -</i>	<i>Wells 127/130 VFD Installation, 2019</i>
<i>City of Riverside -</i>	<i>Sunnyside Booster Station VFD Improvements, 2019</i>
<i>San Bernardino County -</i>	<i>Hydropneumatc Equipping System, 2019</i>
	<i>Heaps Peak Scalehouse Installation, 2019</i>
<i>Montebello School District -</i>	<i>Cesar Chavez Portables, 2018</i>
<i>City of Redondo Beach -</i>	<i>Desalination Demonstration Facility, 2018</i>
<i>California American Water District -</i>	<i>Rosemead Treatment System, 2018</i>
<i>City of El Segundo</i>	<i>Lift Stations #1-#7 Modifications, 2019</i>
<i>California American Water Company</i>	<i>Garth Booster Station, 2019</i>
	<i>Rosemead GAC Treatment System, 2019</i>
<i>City of Rialto</i>	<i>Renaissance East Zone 1A Booster Station, 2019</i>

City of Garden Grove
High Desert Water Agency
City of Newport Beach
Bureau of Prisons

West Haven Reservoir, 2019
Paxton Sewer Pump Station, 2020
Spyglass Hill Reservoir, 2019
FCC Victorville CNG Compressor Replacement, 2019

Ongoing Public Works Projects:

<i>Golden State Water Company</i>	<i>H-street Booster Station Buford Plant Well</i>
<i>CA Department of Parks and Recreation</i>	<i>El Capitan Water Treatment Plant</i>
<i>San Bernardino County</i>	<i>Cypress Tanks</i>
<i>City of Norco</i>	<i>Bluff Ground Water Treatment</i>
<i>Quail Valley Water District</i>	<i>Water Transmission and Reservoir</i>
<i>Water Replenishment of Southern California</i>	<i>Arlington Well Treatment Maywood Ave Well Treatment</i>
<i>California American Water Company</i>	<i>Rosemead Booster Station Scotts Reservoir</i>
<i>City of Rialto</i>	<i>Frisbie Park Lift Station</i>
<i>High Desert Water Agency</i>	<i>Kickapoo Sewer Pump Station</i>
<i>NAVFAC</i>	<i>Camp Pendleton Well 41611</i>
<i>Victor Valley Water Reclamation District</i>	<i>Digester 1-3 Modifications</i>
<i>County of Los Angeles Public Works</i>	<i>Tujunga Spreading Grounds Intake Improvements Killpatrick Treatment Plant</i>
<i>Department of General Services</i>	<i>Perris Dam Intake Tower</i>
<i>City of Long Beach</i>	<i>Juniper & Granada Concession Buildings S-18 Sewer Lift Station</i>
<i>Southern California Metrolink</i>	<i>SCCRA Central Maintenance Facility</i>
<i>Jurupa Water District</i>	<i>Regional Lift Station</i>

Bonding:

Shawn T. Blume
Pinnacle Surety
(951) 217-8637, (714) 546-5100 X 22
Shawn@Pss-Inc.Com

Project/Aggregate Capacity \$3.5 million

Insurance:

The Empire Company
Attn: Dana Kirschner
10201 Trademark St, Suite D
Po Box 5400
Rancho Cucamonga, CA 91729
(909) 476-0600
dkirschner@empire-co.com

<i>Umbrella</i>	<i>\$2 million per occurrence</i>
<i>General Liability</i>	<i>\$1 million per occurrence / \$2 million aggregate</i>
<i>Vehicle</i>	<i>\$1 million per occurrence</i>
<i>Worker's Comp</i>	<i>\$1 million per occurrence</i>

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Summary -

Founded in 2004, Manhole Builders Inc. is the result of four generations of dedication and hard work in the manhole construction industry. Our success in the trade includes trustworthy workmanship and reliable construction practices.

Coating Crew Personnel and Experience –

Our coating crew is experienced with both Type I & II liners. Please see attached certification from Ameron (T-Lock) for the Type I liner.

Romeo Valdez (Foreman) – 22 years of experience with various coatings.

1998-2003 – Inland Concrete (Coating division spraying Zebron lining)

2003-2016 - Zebron Inc.

2016-Present – Manhole Builders Inc.

Charlie Herrera (Sprayer/Laborer) – 11 years of experience with various coatings.

2009 – 2017 – Zebron Inc.

2017 – Present – Manhole Builders Inc.

Albert Lomeli (Truck Technician/Laborer) – 10 years of experience with various coatings.

2010 – 2016 – Zebron Inc.

2016- Present – Manhole Builders Inc.

Job Experience –

1 – Burr St. Lift Station Spray 7 Manholes \$38,000 – Coachella Valley Water District –

Inspector Jeremy Wiley 951-318-8606

2 – Difficult Access Reach Manholes (DARS P03 & P04) Spray 124 Manholes \$265,000 – City of LA –

Inspector Nathan Cathcart 213-454-6512 & Sergio Mejorado 213-278-1275

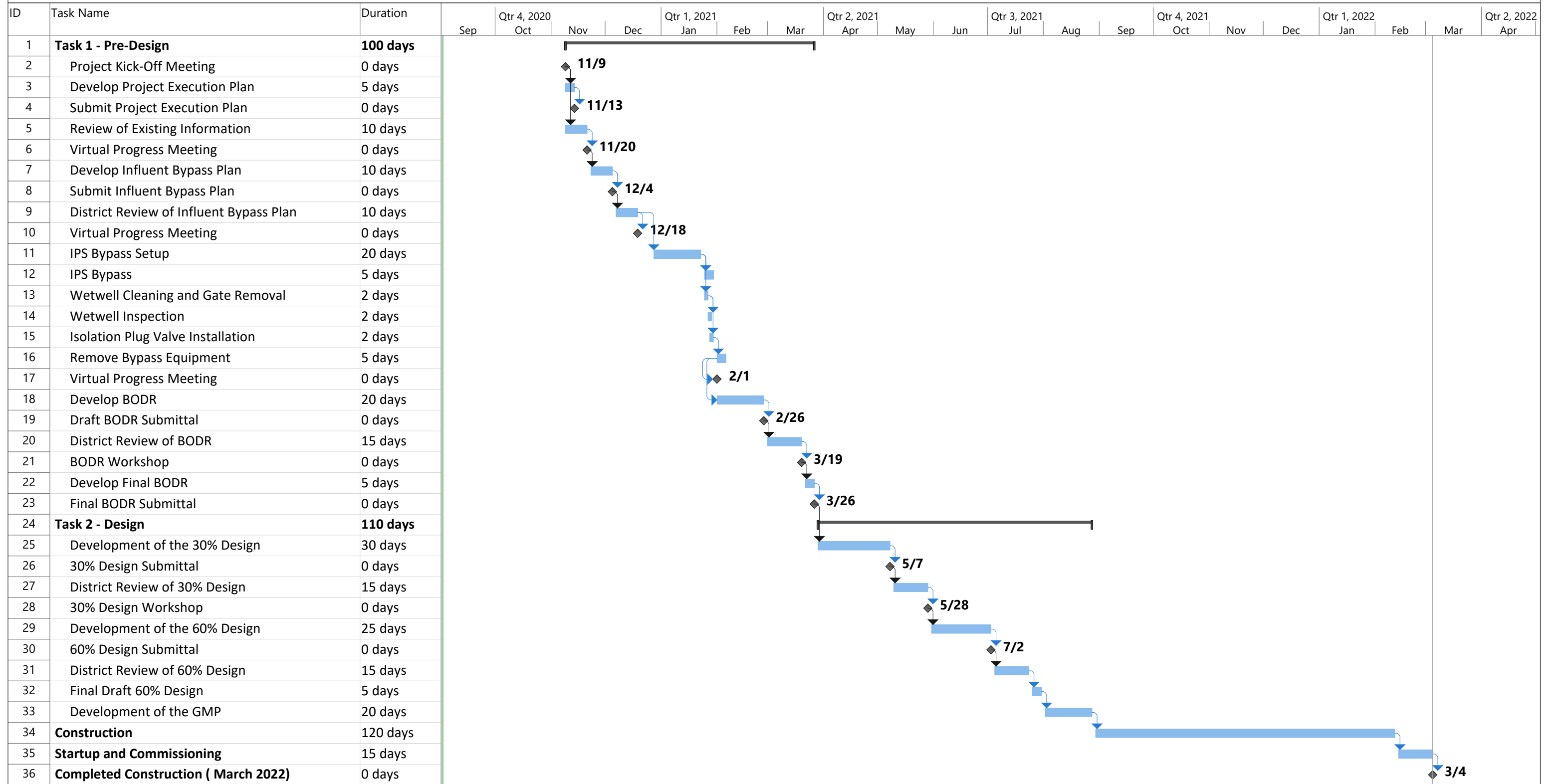
3 – Requa Interceptors Spray 66 Manholes \$165,000 – Valley Sanitary District –

Inspector Steve Shepard 760-497-7683

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Appendix C/ DETAILED SCHEDULE

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Project: Phase 1 Schedule Date: Wed 9/2/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

PREPARED BY:

DOWNING
CONSTRUCTION INC.

DUDEK

DOWNING
CONSTRUCTION INC.

CALIFORNIA

Redlands (Main)

MONTANA

Kalispell

**SOUTHERN
CALIFORNIA**

Encinitas (Main)

Bakersfield

La Quinta

Pasadena

Riverside

San Diego

San Juan Capistrano

DUDEK

CENTRAL COAST

Santa Barbara

Santa Cruz

**NORTHERN
CALIFORNIA**

Auburn

Oakland

Sacramento

HAWAII

Kailua

OREGON

Portland

VIRGINIA

Norfolk

**HABITAT
RESTORATION
SCIENCES**

A Dudek Subsidiary

Contractor Information

Legal Entity Name
DUDEK
Legal Entity Type
Corporation
Status
Active
Registration Number
1000007200
Registration effective date
7/1/2019
Registration expiration date
6/30/2022
Mailing Address
605 THIRD STREET ENCINITAS 92024 CA United States of America
Physical Address
605 THIRD STREET ENCINITAS 92024 CA United States of America
Email Address
Trade Name/DBA
License Number(s)

Registration History

Effective Date	Expiration Date
6/15/2018	6/30/2019
6/14/2017	6/30/2018
6/27/2016	6/30/2017
7/8/2015	6/30/2016
1/27/2015	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:
C1210012
Federal Employment Identification Number:
President Name:
JOSEPH MONACO
Vice President Name:
ROBERT OHLUND
Treasurer Name:
CHRISTINE MOORE
Secretary Name:
EMILY HART
CEO Name:
FRANK DUDEK

Agent of Service Name:
CHRISTINE MOORE
Agent of Service Mailing Address:
605 THIRD STREET ENCINITAS 92024 CA United States of America

Workers Compensation

Do you lease employees through No

Professional Employer

Organization (PEO)?:

Please provide your current
workers compensation insurance
information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:DUDEK**Insurance Carrier:**ZURICH AMERICAN INSURANCE COMPANY**Policy Number:**WC014633003

Inception date:8/27/2019**Expiration Date:**8/27/2020

Contractor Information

Legal Entity Name
DOWNING CONSTRUCTION INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000003519
Registration effective date
7/1/2019
Registration expiration date
6/30/2022
Mailing Address
32194 OUTER HIGHWAY 10 REDLANDS 92373 CA United States of ...
Physical Address
32194 OUTER HIGHWAY 10 REDLANDS 92373 CA United States of ...
Email Address
Trade Name/DBA
License Number(s)
CSLB:842048

Registration History

Effective Date	Expiration Date
6/13/2018	6/30/2019
6/7/2017	6/30/2018
6/1/2016	6/30/2017
7/8/2015	6/30/2016
12/5/2014	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:
C3276714
Federal Employment Identification Number:
President Name:
RANDALL WILLIAM DOWNING
Vice President Name:
RANDALL WILLIAM DOWNING
Treasurer Name:
RANDALL WILLIAM DOWNING
Secretary Name:
RANDALL WILLIAM DOWNING
CEO Name:
RANDALL WILLIAM DOWNING
Agent of Service Name:
RANDALL WILLIAM DOWNING
Agent of Service Mailing Address:
32194 OUTER HIGHWAY 10 REDLANDS 92373 CA United States of America

Workers Compensation

Do you lease employees through No

Professional Employer

Organization (PEO)?:

Please provide your current workers compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:DOWNING CONSTRUCTION INC**Insurance Carrier:**OLD REPUBLIC GENERAL INS CORP**Policy Number:** A-1CW-126117-00**Inception date:**8/31/2017**Expiration Date:**8/31/2019



Contractor's License Detail for License # 842048

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

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

Data current as of 10/6/2020 2:33:35 PM

Business Information

DOWNING CONSTRUCTION INC
32194 OUTER HIGHWAY 10
REDLANDS, CA 92373
Business Phone Number:(909) 797-7444

Entity Corporation
Issue Date 07/02/2004
Reissue Date 04/20/2010
Expire Date **04/30/2022**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100120951

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual RANDALL WILLIAM DOWNING certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/20/2010

Workers' Compensation

This license has workers compensation insurance with the [ZURICH AMERICAN INSURANCE COMPANY](#)

Policy Number: WC428164700

Effective Date: 08/10/2020

Expire Date: 03/01/2021

[Workers' Compensation History](#)



**Valley Sanitary District
Board of Directors Meeting
October 13, 2020**

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Ronald Buchwald, Engineering Services Manager
SUBJECT: **Review the Proposed Layout Options for the New Training and Office Building and Provide Direction to Staff**

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board of Directors to review two proposed layout options for the new Training and Office Building and provide direction to staff.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3: Excellent Facilities.

Fiscal Impact

There is no fiscal impact from this recommendation.

Background

Staff is working with SGH Architects on the design and layout of a new training and office building. Due to office and training space needs, as well as the limited area of the original building location, the options were limited to a two-story building. Even with the use of a two-story building on that location, the design would have required losing significant parking area or the demolition of the existing shop building.

Rather than being limited to the one option, staff determined that the location was the limiting factor and identified another possible site. The grass area south of the Operations Building is large enough to hold either a two-story building layout or a single-story layout without having to remove any buildings. However, in the single-story layout, a shade structure would have to be demolished and the District would lose 6 parking spaces. Both the two-story and single-story options would require the removal of existing trees.

Staff was working on increasing parking in another project to address an overall parking shortage and would more than make up for the loss of the 6 parking spaces.

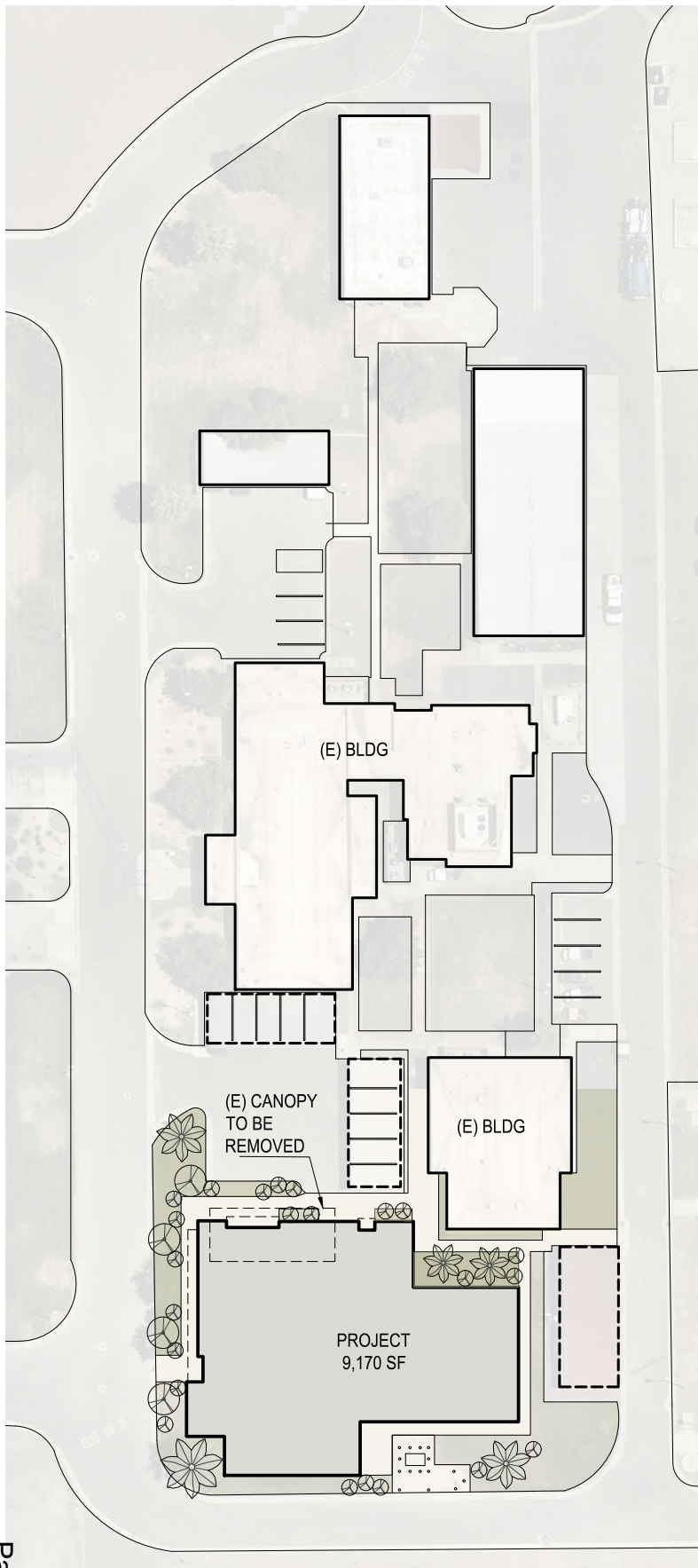
Recommendation

Staff recommends that the Board of Directors discuss the various options and provide direction to staff on how to proceed.

Attachments

Attachment A: Single-story layout option

Attachment B: Two-story layout option

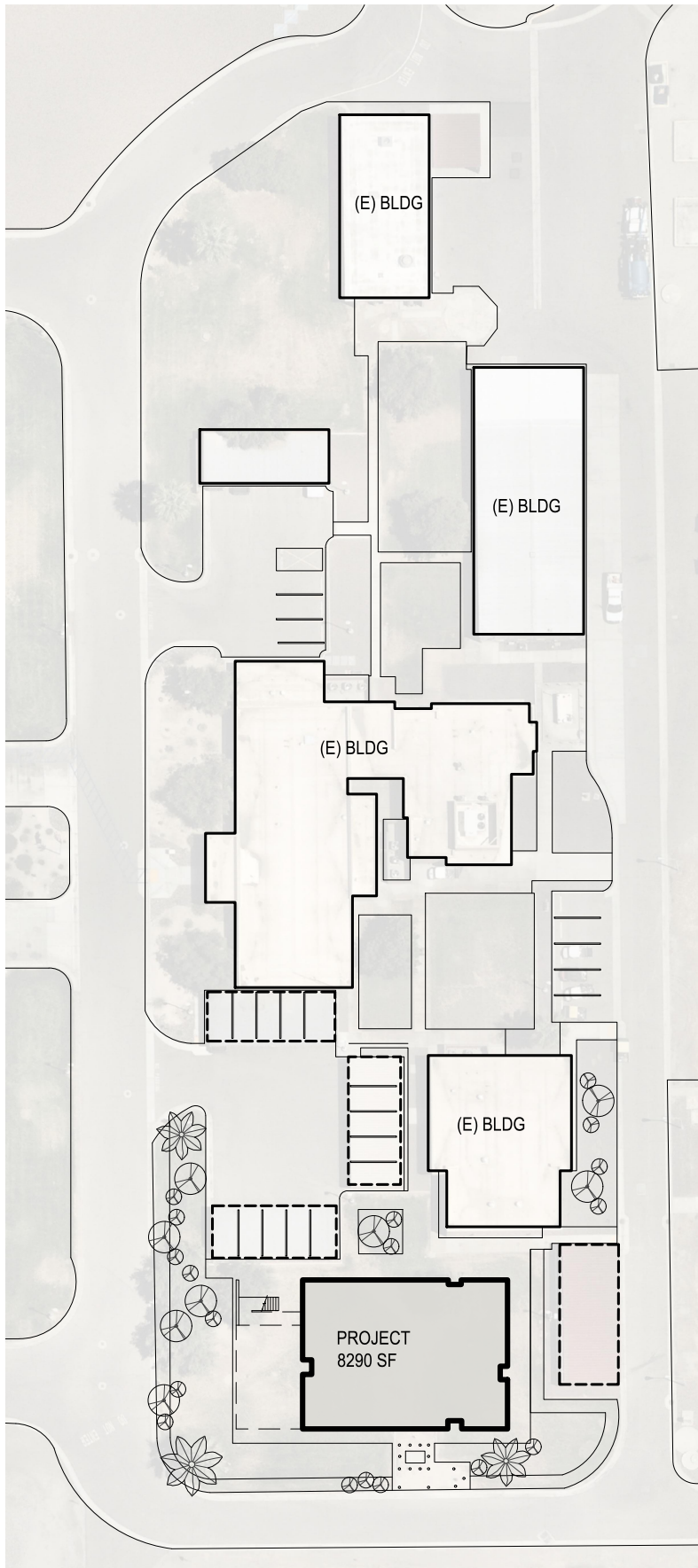


SITE PLAN
N.T.S

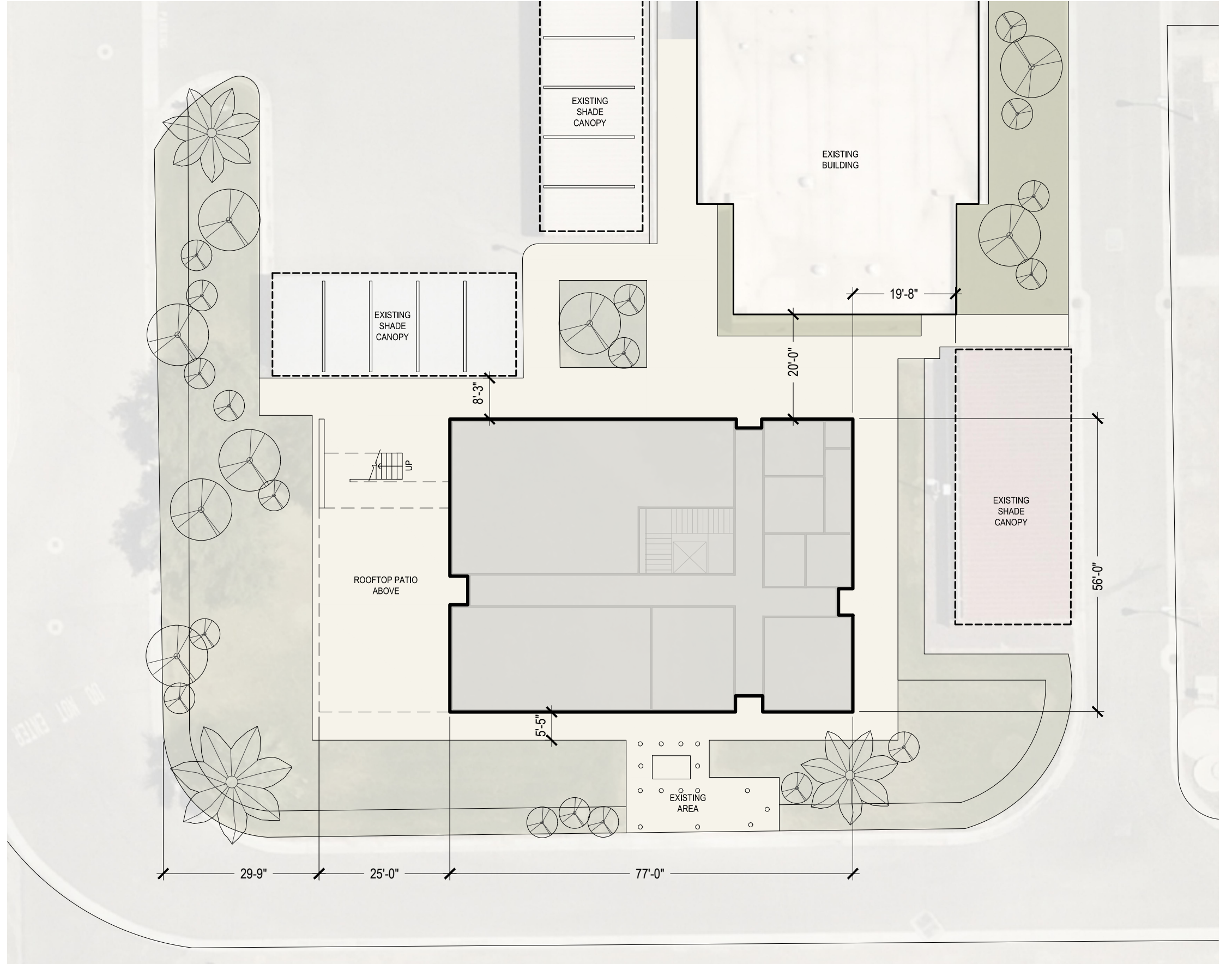


FLOORPLAN
SCALE 1"=20'

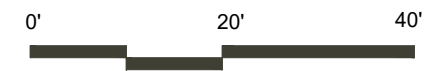




SITE PLAN
N.T.S



FLOORPLAN
SCALE 1"=20'





September 28, 2020

via electronic mail

2020 BALLOT INSTRUCTIONS FOR AN ALTERNATE SPECIAL DISTRICT MEMBER (RIVERSIDE COUNTY) OF THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

To the Special District Selection Committee (Presiding Officers of Independent Special Districts of Riverside County c/o District Clerks):

As previously announced, a physical meeting of the Special District Selection Committee (SDSC) is not feasible at this time, therefore, the selection proceedings are being conducted by electronic mail or regular USPS mail. The nomination period for the position in the title above was commenced on Monday, August 10, 2020 and closed on September 21, 2020.

Enclosed you will find your ballot. **Please read the instructions carefully before completing your ballot.**

LAFCO Alternate Special District Member – Riverside County: A total of 9 nominations were received for the alternate position.

All members of the SDSC may cast a ballot for an alternate.

Pursuant to procedures adopted by the Selection Committee in 2016, the election for the LAFCO regular and alternate positions will be conducted using Instant Runoff Voting (IRV). IRV eliminates the requirement for the expensive and lengthy process of sending out a second runoff ballot to achieve a majority. An example demonstrating how IRV works is attached.

Please fill out your ballot by ranking each nominee in the order of preference, using “1” for your first choice, “2” for your second choice and so on. Please note ranking more than one candidate will not work against your first choice candidate, however, voting for only one candidate is allowed. Do not mark the same number beside more than one candidate and do not skip numbers.

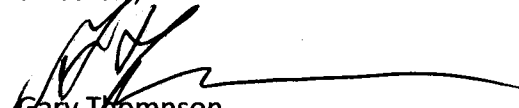
General Instructions and Information:

- Completed ballots must be delivered via electronic mail to rholtzclaw@lafco.org, or by regular mail to the LAFCO office at 6216 Brockton Avenue, Suite 111-B, Riverside CA 92506 **no later than 5:00 p.m. on Wednesday, October 28, 2020.**
- Only the presiding officer or another board member authorized by your board of directors to vote may cast the ballot. Board members designated by their district board to vote in place of the presiding officer must provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the ballot is cast. District managers or other staff members may not vote.
- The voting member must print his or her name on the ballot as well as sign and date the certification indicating he or she is authorized to vote for the district.
- We must receive a ballot with an original signature. However, if you deliver your ballot via electronic mail, you may return a scanned copy of the signed ballot by email to rholtzclaw@lafco.org.
- Failure to follow these instructions will invalidate the ballot.

Finally, these positions ensure special districts are appropriately represented on our local boards. Appointments are only valid if ballots representing a quorum, from 28 of our 55 independent special districts, are returned. Please return your ballots in a timely manner.

If you have any questions, please contact our office at 951 369-0631.

Sincerely,



Gary Thompson
Executive Officer

**SPECIAL DISTRICT SELECTION COMMITTEE
2020 ALTERNATE BALLOT**

Name of District: _____
Print District Name Here (required)

Certification of voting member:

I, _____ hereby certify that I am (check one):
Print Name Here (required)

- the presiding officer of the above-named district.
- a member of the board of the above-named district authorized by the board to vote in place of the presiding officer. [Authorization previously transmitted attached]

Signature (required) Date (required)

**Ballot must be received by 5:00 p.m., Wednesday, October 28, 2020.
 email to: rholtzclaw@lafco.org**

If mailing: LAFCO, 6216 Brockton Avenue, Suite 111-B, Riverside, CA 92506 – deadline still applies.

**Alternate Special District Member of the
 Local Agency Formation Commission – Riverside County**
 (Term running May 6, 2020 through May 6, 2024)

Please rank the candidates in preferential order, “1” being the first preference, “2” being the second, etc.:

	<small>Circle rank for each candidate</small>
Les Gin, Idyllwild Water District	1 2 3 4 5 6 7 8 9
Peter Szabadi, Idyllwild Water District	1 2 3 4 5 6 7 8 9
Karen Alexander, Northwest Mosquito & Vector Control District	1 2 3 4 5 6 7 8 9
Ralph Hoetger, Idyllwild Fire Protection District	1 2 3 4 5 6 7 8 9
Steven Pastor, Lake Hemet Municipal Water District	1 2 3 4 5 6 7 8 9
Debra Canero, Valley Sanitary District	1 2 3 4 5 6 7 8 9
John Skerbelis, Rubidoux Community Services District	1 2 3 4 5 6 7 8 9
Arthur Shorr, Desert Healthcare District	1 2 3 4 5 6 7 8 9
Jan Bissell, Valley-Wide Recreation & Park District	1 2 3 4 5 6 7 8 9

INSTANT RUNOFF VOTING (IRV) ELECTION PROCESS

Introduction

In 2016, the Special District Selection Committee voted to utilize instant runoff voting (IRV) for all future elections to appoint members to the Riverside Local Agency Formation Commission (LAFCO). IRV is a method of conducting elections with three or more candidates whereby a majority determines the winner without the need to have a second ballot/runoff proceeding. A separate runoff election could cause a delay of more than 90 days, as well as causing LAFCO additional expense. The explanation below and example that follows illustrates how the instant runoff voting method will be used for determining the winner in a fictional election for the Porcupine Lodge Board of Directors. A process similar to the one explained below will be utilized to determine the LAFCO Special District Member.

Ballot Specifications and Directions to Voters

The ballot will allow a voter to rank candidates in order of preference. All nominated candidates are listed on the ballot. Voters will vote for candidates by indicating their first-choice candidate, their second-choice candidate and so on. The voter will indicate his/her first choice by marking or circling the number "1" beside a candidate's name, the second choice by marking or circling the number "2" by that candidate's name, the third choice by marking the number "3," and so on, for as many choices as the voter wishes. Voters are free to rank only one candidate, however, doing so does not offer any additional advantage to that candidate, as ranking additional candidates cannot help defeat a voter's first-choice candidate. Voters must not mark the same number beside more than one candidate or skip rank numbers.

Ballot Counting

The ballots cast will be tabulated and the result declared by the official responsible for conducting the election. Votes will be counted for each candidate using the following procedure:

- The first choice marked on each ballot shall be counted. If any candidate receives a majority of the first choices, that candidate shall be declared elected.
- A majority is a number of votes greater than half of the total number of ballots received.
- If no candidate receives a majority of first choices, the candidate who received the fewest first choices shall be eliminated and each vote cast for that candidate shall be transferred to the next-ranked candidate on that voter's ballot. If, after this transfer of votes, any candidate has a number of votes constituting a majority, that candidate shall be declared elected.

- If no candidate receives a majority of votes from the continuing ballots after a candidate has been eliminated and his/her votes have been transferred to the next-ranked candidate, the continuing candidate with the fewest votes from the continuing ballots shall be eliminated. All votes cast for that candidate shall be transferred to the next-ranked continuing candidate on each voter's ballot. This process of eliminating candidates and transferring their votes to the next-ranked continuing candidates shall be repeated until a candidate receives a majority of the votes from the continuing ballots. This candidate shall be declared elected.

Example:

Three candidates are running for the Porcupine Lodge Board of Directors: Paul Alto, Mort Bragg and Samantha Cruz.

60 ballots are cast, therefore a candidate needs a majority of 31 votes to win the election:

- Alto is ranked #1 by 15 voters
- Bragg is ranked #1 by 25 voters
- Cruz is ranked #1 by 20 voters

In the first round no one receives the required majority of 31 votes.

Alto, as the candidate receiving the fewest first choice (#1) votes, is eliminated. Those 15 ballots that had Alto ranked as their first choice are reviewed for their second (#2) choice. On those 15 ballots:

- Bragg is ranked #2 on 9 of those 15 ballots
- Cruz is ranked #2 on 4 of the 15 ballots.
- Two of the ballots did not pick a second choice candidate.

These second choice votes are added to the results of the first choice count as follows:

- Bragg has 25 plus 9 for a total of 34 votes
- Cruz has 20 plus 4 for a total of 24 votes

Thus, Bragg wins with 34 votes (the required majority was 31) and Cruz is second with 24 votes.

https://www.rankedchoicevoting.org/single_seat



**Valley Sanitary District
Board of Directors Meeting
October 13, 2020**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

SUBJECT: Monthly General Managers Report – September 2020

<input type="checkbox"/> Board Action	<input type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input checked="" type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is to keep the Board and public informed on VSD’s day-to-day operations.

Strategic Plan Compliance

The recommendation complies with the VSD Strategic Plan Goal 6: Improve Planning, Administration, and Governance.

Fiscal Impact

There is no fiscal impact from this report.

Background

The following data represents the activities and metrics for the month of August 2020.

Administrative Services

- The auditors completed their onsite fieldwork and are anticipated to submit a draft report by mid-October 2020.
- Updating the statistical section schedules and Management’s Discussion and Analysis (MD&A) for June 30, 2020, Comprehensive Annual Financial Report (CAFR).
- 2020 open enrollment starts September 21, 2020, and ends October 16, 2020. All employees will review current benefits and have the option to make changes during this period.
- Continuing to work with Caselle to upgrade permitting and accounting software. Business Service Manager and Accounting Analyst will participate in the 2020 Caselle annual virtual conference.

Operations & Maintenance

- Operations staff began sampling and recording data for the ammonia study workplan.
- Staff participated in two treatment plant site visits. The visits were to observe barscreen technologies being used in Murrieta (Santa Rosa Water Reclamation Facility) and Los Angeles (D.C. Tillman Water Reclamation Plant). The use of these continuous rake barscreen applications are being considered for the upcoming plant upgrade.
- Operations is working with Enthalpy labs to help identify the cause of toxicity in the Whole Effluent Toxicity (WET) test. Once the source has been confirmed, staff will need to implement actions to mitigate the effects of the discharge and prevent the recurrence of toxicity.
- Staff purchased and installed a secondary containment unit for the ferric chloride tote used at the pond chlorine contact chamber.
- Electrical/Instrumentation staff replaced all local control panel and master control panel electrical relays for the blowers.
- Staff finished dredging the North Cell and will start back with the dredging operation of Pond 2.
- The Prominent chlorine analyzer is being tried again at the pond chlorine contact chamber. The vendor provided a new set up, and staff is witnessing success in the ability to control the chlorine residual setpoint. Staff has the unit on a trial basis for 90 days.
- Operations staff switched out the chlorine contact tank on the activated sludge plant for cleaning.
- Operations is working on updates to the Standard Operating Procedures for the plant.
- Collections and operations staff worked together to jet the primary effluent line out to pond 2 and the north cell.

Development Services

- DR Horton is in the process of developing 126 homes in the 300 lot Monte Vina subdivision after it sat idle for more than 12 years. After assessing the condition of the unfinished sewer mains, it was discovered some repairs would need to be done before breaking ground on the Lots.
- The Vallarta Supermarket is moving into the old Marshalls' Building. The full-service Supermarket will include multiple restaurants and a bar. The Grand Opening is scheduled for October 7, 2020.
- Construction has begun at the Acadia Behavioral Health Hospital; an 80-bed Acute Psychiatric Hospital located on the northwest corner of Cheyenne Road and Buffalo Trail near JFK Hospital.

Collection Services

- No-Spill report for September 2020 will be submitted to the California Integrated Water Quality System, as required by the Waste Discharge Requirements Monitoring and Reporting Program. The report is due on or before September 30, 2020.
- The Field Vector Crew is currently working on cleaning Trouble Spot areas.
- CCTV pipe assessment inspections are currently being conducted in Avenue 48 and Monroe St.

Capital Improvement Program

- The Preliminary Design Report for the replacement of the sewer siphon at Westward Ho Drive is complete. This is a FEMA funded project to replace the damaged sewer siphon from the February 2019 storm. Design is in progress. Staff and the consultant had a preliminary meeting with CVWD regarding requirements for crossing the channel. Carollo has provided a preliminary progress submittal of design plans which District staff has reviewed and submitted back to Carollo for revision. 50% design plans and an updated project schedule are expected by the end of October 2020. The complete design plans are scheduled to be ready by February 2021.
- Staff is continuing to work with Harris and Associates on the Collections System Rehabilitation and Maintenance project. Harris has put together bid documents for the CCTV inspection of sewer mains that need special requirements or technology which have been approved by VSD and the City of Indio. This project is scheduled to go out to bid later this year. The first rehabilitation project was put out to bid and advertised to potential bidders on August 3, 2020, and the bid was closed on September 10, 2020, with 5 companies submitting bids. The lowest responsible bidder was Insituform with a bid of \$240,483. Staff is requesting that the Board award the project to Insituform. Harris is also developing plans for the first sewer construction project near Salton Street. This is being done to replace deficient sewer mains in the allies and alleviate service from businesses and residences with old laterals between Sage and Flower Street. Preliminary plans are expected by November 2020.
- VSD has chosen SGH Architects as the architectural firm for the preliminary design of a new training/office building. Staff had a second meeting with the architect to discuss ideas for a functional and adequate building. Staff has selected a new location for the building that will allow a possible single-story building and without any demolition. SGH has developed a preliminary 1-story and 2-story layouts for the Board to review.
- VSD is currently working with Stantec, who is acting as an Owner's Representative, on the repair and rehabilitation of the Influent Pump Station. Stantec and staff have received five (5) Statement of Qualifications as part of the Request for Qualification (RFQ) solicitation. Staff and Stantec shortlisted three (3) of the firms to move on to the next step of submitting a proposal for the work to be completed. The Request for Proposal (RFP) was released on August 28, 2020, and was closed on September 28, 2020. VSD staff is working with Stantec

to review the submitted proposals to determine the best candidate to recommend to the Board for award.

- VSD has received one bid for a landscape contractor to install gravel and rock material along the existing fence line alongside Cabazon Road to prevent washout during heavy rain events. The Board awarded the project to Desert Concepts who is currently obtaining the required encroachment permit and approved traffic control plans from the City of Indio before being able to begin work.
- Staff is working on implementing an asset management system for the treatment plant using Lucy web software. VSD is currently working on building out the Lucy Web system with the help of a Lucy implementor. The latest session of virtual training from the implementor was completed on August 25, 2020. The next session will be scheduled once the Operations and Maintenance staff has had a chance to practice using the system. Staff has finished the installation of Lucy Mobile and is pursuing the implementation of plant-wide WiFi which will allow access to the asset management system from a mobile device anywhere in the plant facility.

Recommendation

Staff recommends that the Board receive the Manager's Report for activities during the month of August.

Attachments

- Attachment A: Administrative Services Report for August
- Attachment B: Monthly NPDES Report for August
- Attachment C: Collection Services Report for August
- Attachment D: Development Services Report for August

Administrative Services - Task Summary 2020

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Active litigation filed	1	-	-	-	-	-	-	-	-				1
Board meeting	2	2	2	2	2	2	2	2					16
Budget/Finance Committee meeting	-	-	-	-	-	-	-	-					-
Employee anniversaries	-	3	2	-	3	4	4	3					19
Employee promotions	1	1	-	-	1	1	2	1					7
Facebook postings	1	9	9	6	7	7	2	2					43
Insurance claims initiated	-	-	-	-	-	-	-	-					-
Lost time work incidents	-	-	-	-	-	-	-	-					-
Media coverage items	-	-	-	1	-	-	-	-					1
New hires	-	2	-	-	2	1	1	-					6
Press release	-	-	3	1	1	-	-	-					5
Public records request	-	-	-	-	-	-	-	-					-
Resignations	1	1	1	-	-	-	-	-					3
Retirements	-	-	-	-	-	-	1	-					1

Report Name: Monthly

August 2020	Plant Influent		ASP Effluent	ASP Effluent Composite		Pond Effluent	Pond Effluent Composite	
	CBOD (mg/L)	TSS (mg/L)	Monthly Average Flow (MGD)	CBOD (mg/L)	TSS (mg/L)	Monthly Average Pond Effluent Flow (MGD)	CBOD (mg/L)	TSS (mg/L)
1								
2								
3								
4								
5								
6	268	204		5.61	3.1		12.3	25.8
7								
8								
9								
10								
11								
12								
13	271	210		7.37	2.9		15.2	20.8
14								
15								
16								
17								
18								
19								
20	248	192		4.09	3.6		12.9	18.8
21								
22								
23								
24								
25								
26								
27	239	200		5.26	4.1		14.4	25.6
28								
29								
30								
31			4.63			1.076		
Average	257	202	4.63	5.58	3.4	1.076	13.7	22.8
Minimum	239	192	4.63	4.09	2.9	1.076	12.3	18.8
Maximum	271	210	4.63	7.37	4.1	1.076	15.2	25.8
Exceedences	0	0	0	0	0	0	0	0
Permit LIMITS				25	30	40.0		49.0
Laboratory	Collected (# of Samples)		284					
	Analyzed (# of Tests)		587					

Total Plant Discharge (Outfall)									
EColi (MPN/100ml)	CL2 Residual (mg/L)	Oil and Grease (mg/L)	Copper (ug/L)	Di(2-ethylhexyl)phthalate (ug/L)	Cyanide (total) (ug/L)	Ammonia (total, as N) (mg/L)	Nitrate (as N) (mg/L)	Nitrite (as N) (mg/L)	Total Nitrogen (mg/L)
123.6	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01
6.3	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01
81.6	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01
79.4	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01
140.1	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01
58.9*	0.01	1.4	2.5	0.50	1.1	1.4	9.2	0.45	12
6.3	< 0.01	< 1.4	2.5	< 0.50	1.1	1.4	9.2	0.45	12
140.1	< 0.01	< 1.4	2.5	< 0.50	1.1	1.4	9.2	0.45	12
0	0	0	0	0	0	0	0	0	0
126	<0.01	25	9.0	5.9	4.3				

Collection Services Task Summary Report for 2020

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Customer Service Calls						3	2	3					8
F.O.G. Inspection - Completed	27	30	47	37	20	27	14	32					73
F.O.G. Inspection - Fail	-	-	-	-	-	-	-	1					1
F.O.G. Inspection - Pass	27	30	47	37	20	27	14	31					72
Hot spot cleaning (total)*						-	26	-					26
Lift station inspection						19	23	19					61
Manhole inspection						120	104	147					371
Sewer line CCTV (feet)						21,192	23,248	32,459					76,899
Sewer line cleaning (feet)						42,853	43,908	62,101					148,862
SSO Response - Cat 1						0	0	0					0
SSO Response - Cat 2						0	0	0					0
SSO Response - Cat 3						0	0	0					0
USA Markings						44	67	52					163

*Note: Hot spot cleaning is performed quarterly



VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

1-Sep-20

Plan Check in Progress
Inspection in Progress
New Project

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
7-Eleven Golf Center	44925 Golf Center/Avenue 45	Civil plans submitted for new 7-Eleven store approved. Completed 1st Arch. plan check and returned to the applicant 8/10/20 via email.	Civil Plans approved Perform 2nd Arch plan check upon plan resubmittal.
A&J Nails TI	82151 Avenue 42, Ste 108	Plans submitted for TI of existing nail salon. Plans approved and notified the applicant. 8/12/20.	Waiting for owner to process permit paperwork.
Abel Lupian Commercial Bldg.	45105 Commerce Street	Plans submitted for new commercial building. Completed 1st plan check and returned to the applicant 4/3/20.	Perform 2nd plan check upon plan resubmittal.
Animal Samaritans - TI	42150 Jackson Street, Ste's 104-106	Plans submitted for building TI. Plans approved and returned to the applicant 2/4/2020. Issued permit 3874 on 2/28/2020.	Inspect work improvements as scheduled.
Arbys' Restaurant TI	82111 Avenue 42/Monroe Street	Plans submitted for TI of existing shell building. Plans approved and notified applicant 8/20/20.	Waiting for owner to process permit paperwork.
Bel Cielo - Tr 32425	West of Clinton South of Ave 44	Model homes. No plan check is required. Permit and Inspection fees need to be paid. Issued permit 3840 on 9/13/19.	Inspect work improvements as scheduled.
Buzzbox	42625 Jackson Street #112	Plans submitted existing building TI. Completed 1st plan check and returned to the City 2/22/19.	Perform 2nd plan check upon plan resubmittal.
Cardenas Single Family Dwelling (SFD)	82266 Stallone Drive	Plans submitted for new SFD. Plans approved, notified the applicant 6/16/20.	Waiting for owner to process permit paperwork.
Chandi Plaza	SW Corner of Indio Blvd/Avenue 44	Civil plans submitted for plan check. Completed 1st plan check and notified applicant 8/10/20.	Perform 2nd plan check upon plan resubmittal.
Chandi Plaza Car Wash	81-983 Indio Blvd/Avenue 44	Plans submitted for plan check.	In Queue
Chandi Plaza Convenience Store	81-965 Indio Blvd/Avenue 44	Plans submitted for plan check.	In Queue
Chavez Tenant Improvement	45330 Jackson St/Civic Center	Plans submitted for TI of existing building. Demolition of interior walls and facilities. Completed 4th plan check and returned to the City 6/25/18. Issued permit 3755 on 7/9/18.	Inspect work improvements as scheduled.
Chipotle Mexican Grill TI	42213 Jackson Street, Suite 106	Plans submitted for TI of existing shell building. Plans approved and returned to applicant 7/16/20.	Waiting for owner to process permit paperwork.
Citadel RV Storage-Phase 1	83667 Dr. Carreon Blvd/Calhoun Street	Plans submitted for construction of new RV storage facility. Plans approved and returned to the applicant 3/17/2020.	Waiting for owner to process permit paperwork.
Corso Residence	49491 Braley Court	Plans submitted for single family residence. Completed 1st plan check and notified applicant 8/25/20.	Perform 2nd plan check upon plan resubmittal.
Donuts Bistro	82151 Avenue 42, Ste 104	Plans submitted for construction of new restaurant. Plans approved and returned to the City 8/28/19.	Waiting for owner to process permit paperwork.
Dunn Edwards Paint Store	81921 Hwy 111/Las Palmas	Plans submitted for new retail building. Plans approved and returned to applicant 4/13/20. Issued permit 3884 on 5/12/2020.	Inspect work improvements as scheduled.
El Destino Nightclub - TI	83085 Indio Boulevard/Civic Center Mall	Plans submitted for existing building TI 11/30/2015. Plans approved and returned to the City 3/22/16. Issued permit 3577 on 5/24/16. Issued permit 3596 on 8/3/16.	Inspect work improvements as scheduled.
EOS Fitness Ave 42 Gym	SWC of Spectrum Street & Avenue 42	Plans submitted for construction of new gym facility. Completed 2nd plan check and returned to the City 11/13/19.	Perform 3rd plan check upon plan resubmittal.
EOS Fitness Hwy 111	Highway/Jefferson Street	Plans submitted for construction of new gym facility. Plans approved and notified applicant 4/27/20.	Waiting for Development Agreement and Bonds before owner can process permit paperwork.
EOS Fitness Public Sewer Extension	SWC of Spectrum Street & Avenue 42	Plans approved and returned to the engineer 6/3/19. Bond and Development agreement in place. Waiting to receive recorded agreement.	Inspect work improvements as scheduled.
Fred Young (Villa Hermosa Apts Phase III)	83801 Dr. Carreon Blvd / West of Van Buren	Plans submitted for apts at Fred Young Farm Labor Dev. Plans approved and returned to the applicant 7/17/2019.	Waiting for owner to process permit paperwork.
Gallery at Indian Springs	Jefferson St/Westward Ho Drive	Civil plans submitted for plan check. Completed 1st plan check and returned to the Engineer 1/10/18. Completed 2nd plan check and returned to the Engineer 1/25/18. Plans approved 1/31/18.	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Gallery Homes Tract -Indian Palms	Monroe & Avenue 50	Gallery Homes has recently purchased the 106 lots. Staff has inspected the site and prepared a list of improvements that need to be made prior to issuing connection permits. Plans submitted for home plans. Reviewed 1st plan check and returned back to the city on 6/4/2014. 2nd plan check returned to city 7/7/14. Model plans approved and returned to the City 8/22/14. New homes currently under construction.	Inspect work improvements as scheduled.
Gallery Links - 3	Indian Palms Country Club - Monroe/Avenue 48	Plans submitted for installation of 5 sewer laterals for new SFD. Plans approved and returned to the applicant 4/13/20.	Inspect work improvements as scheduled.
George Fregoso SFD	46600 Padua Circle	Plans submitted for new SFD. Plans approved and notified the applicant 5/7/20.	Waiting for owner to process permit paperwork.
Golden Corral Restaurant	Atlantic Ave/Caspian near Ave 42 and Jackson	Plans submitted for new restaurant building. Arch plans approved 6/12/20. Completed 1st plan check on civil plans and returned to the applicant 6/12/20.	Perform 2nd plan check upon plan resubmittal.
Habitat for Humanity SFD	43655 Towne Street	Received plans for the construction of a new home on vacant lot. Plans approved and returned to the applicant 3/11/20.	Waiting for owner to process permit paperwork.
Habitat for Humanity SFD	43689 Arabia Street	Received plans for the construction of a new home on vacant lot. Plans approved and returned to the applicant 3/11/20.	Waiting for owner to process permit paperwork.
Hampton Inn Sewer Main Extension	North West Corner of Spectrum St and Atlantic Ave	Plans submitted for the extension of a public sewer main for Hampton Inn at Atlantic Ave. Plan check fees paid 7/11/18. Completed 2nd plan check and returned plans to the engineer 8/9/18. Plans approved and returned to engineer 8/27/18. Sewer Finaled 5/12/20.	Waiting for owner to submit Warranty Bond
Indian Water RV Community Bldg.	47202 Jackson Street	Plans submitted for new community building. Completed 1st plan check and returned to applicant. 9/25/19. Issued permit 3873 on 2/26/2020.	Inspect work improvements as scheduled.
Indio Behavioral Health Hospital	81655 JFK Court	Civil plans submitted for new mental health facility. Completed 1st plan check and returned to the engineer 12/2/19. Plans approved 6/24/20.	Waiting for owner to process permit paperwork.
Indio Juvenile Court	47671 Oasis St/ Ave 48	Plans submitted to demo existing juvenile court building and construct new building on the same site. Completed 1st plan check and returned to the City 2/23/16. Completed 2nd plan check and returned to the applicant 6/8/2020.	Perform 3rd plan check upon plan resubmittal.
Indio Palms Sewer Main Extension	South East Corner of Avenue 42 and Monroe St	Plans submitted for the extension of a private sewer main for Indio Palms at Spectrum Street. Plan check fees paid 2/1/18. Plans approved and returned to engineer 5/10/18. Development agreement and Bonds in place.	Inspect work improvements as scheduled.
Jackson Street Liquor Store	44350 Jackson Street/Ruby Avenue	Plans submitted existing building TI. Plans approved and returned to the City 4/29/19. Issued permit 3829 on 7/26/19.	Inspect work improvements as scheduled.
Jacqueline & Oscar Lua Residence	80-555 Ridgeback Court	Plans submitted for single family residence. Completed 1st plan check and notified applicant 8/25/20.	Perform 2nd plan check upon plan resubmittal.
John Nobles Apartments	TBD - Rubidoux Street/John Nobles Ave	Plans submitted new apartment complex. Completed 1st plan check and returned to the City 2/27/19.	Perform 2nd plan check upon plan resubmittal.
Kennedy School Bldg Additions	45100 Clinton Street	Plans submitted for new building additions. Completed 1st plan check and returned to the applicant 11/6/19. Plans approved check and returned to the applicant 2/3/2020. Issued permit 3875 on 2/28/2020.	Inspect work improvements as scheduled.
Maya Cinemas	82900 Avenue 42/Jackson Street	Plans submitted for construction of new building for theater. Completed 2nd plan check and returned to the City 10/16/19.	Perform 3rd plan check upon plan resubmittal.
Mex-American Tax Services	44250 Monroe St./South of Indio Blvd	Plans submitted for an office addition, Returned 1st plan check back to City on 1/21/2014. Received 2nd submittal 3/13/2014. 2nd plan check completed and returned to the city on 3/31/2014. Received 3rd submittal 4/21/14. Reviewed, approved and returned plans back to the city on 5/15/2014. Issued permit 3518 on 8/4/15. Permit expired with the City.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 225	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/8/19. Issued permit 3814 on 5/8/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 145	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/9/19. Issued permit 3849 on 10/29/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 320	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/9/19. Issued permit 3848 on 10/29/19. Finaled 8/18/20	No further action required

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 321	Plans submitted for casita addition and storage building. Plans approved and returned to the applicant 12/17/19. Issued permit 3863 on 12/30/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 328	Plans submitted for casita addition and storage building. Plans approved and returned to the applicant 5/5/20. Issued permit 3882 on 5/5/2020.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 6	Plans submitted for casita addition and storage building. Plans approved and notified applicant 7/7/20.	Inspect work improvements as scheduled.
Nargizyan Dental Group TI	81637 Highway 111, Suite 1-B	Plans submitted for TI of existing suite. Completed 1st plan check and returned to the City 7/1/19.	Perform 2nd plan check upon plan resubmittal.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 245	Plans submitted for shade structure with outdoor kitchen. Plans approved and returned to the City 5/15/18.	Waiting for owner to process permit paperwork.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 349	Plans submitted for shade structure with outdoor kitchen. Plans approved and returned to the City 5/29/18.	Waiting for owner to process permit paperwork.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 258	Plans submitted for casita addition and storage building. Plans approved and returned to the applicant 10/29/19. Issued permit 3850 on 10/29/19.	Inspect work improvements as scheduled.
Octavio Rosales SFD	43645 Saguaro Street/Avenue 44	Plans submitted for new SFD. Completed 2nd plan check and returned to the City 8/26/19.	Perform 3rd plan check upon plan resubmittal.
Old Navy Shell Building	42200 Jackson Street/Ave 42	Plans submitted for new Building. Plans approved and returned to applicant 3/31/2020.	Waiting for owner to process permit paperwork.
Old Navy TI	42200 Jackson Street/Ave 42	Plans submitted for TI of existing shell building. Plans approved and notified applicant 6/3/20.	Waiting for owner to process permit paperwork.
One Stop Shop Grease Interceptor Install	84051 Indio Blvd/Van Buren Street	Preliminary plan submitted for grease interceptor TI 4/19/19. Completed 1st plan check and returned to owner's representative 4/30/19. Issued permit 3889 on 6/19/20. Finaled 8/21/20.	No further action required
Ono Hawaiian BBQ	42550 Jackson Street/ Avenue 42	Plans submitted for new retail building. Completed 1st plan check and returned to applicant 11/7/19. Completed 2nd plan check and notified applicant 3/23/20.	Perform 3rd plan check upon plan resubmittal.
Paradiso Tract 31815	East of Monroe North of Ave 41	New model homes under construction.	Inspect work improvements as scheduled.