

**General Conditions  
EXHIBIT LIST  
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**Exhibit A**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_,  
having an office at \_\_\_\_\_, as Principal, hereinafter  
called CONTRACTOR, and \_\_\_\_\_,  
having an office at \_\_\_\_\_, as Surety, hereinafter  
called Surety, are held and firmly bound unto the \_\_\_\_\_  
**(Water Company name)**  
\_\_\_\_\_, having an office at **(Water**  
**Company address)**, as Obligee, hereinafter called OWNER, for the use and benefit of claimants as  
hereinbelow defined, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), for  
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrations,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a  
Contract with the OWNER for the construction of the project entitled **(Project Title)**, in accordance with  
Drawings and Specifications prepared by **(Engineer or Engineer's consultant as appropriate)**, which  
Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall  
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it  
shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of Contract Times made by the  
OWNER.

Whenever CONTRACTOR shall be and declared by OWNER to be in default under the Contract,  
the Surety shall promptly remedy the default. If the OWNER terminates the Contract for such default, the  
following precautions shall govern the liability of the CONTRACTOR and the Surety hereunder.

In the event of such termination, the CONTRACTOR and the Surety shall remain fully liable to  
the OWNER for the CONTRACTOR'S failure to timely complete the Contract, any additional costs  
incurred by the OWNER in completing the Contract, and liquidated damages from the originally  
scheduled completion date to the date of the actual completion of the work by the OWNER.

In the event of such termination, the Surety company may elect to take over and complete  
performance of the Contract by giving written notice to the OWNER of such determination within seven  
(7) days of the OWNER'S mailing of notice of termination to the Surety and actually commencing  
completion with fourteen (14) days of the OWNER'S notice to the Surety. The Surety shall fully  
complete the work by the originally scheduled date of completion and the CONTRACTOR and the Surety  
shall remain liable to the OWNER for all damages sustained by the OWNER and for liquidated damages  
for delay.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or before the expiration of two (2) years from the Date of Substantial Completion of the Project, whichever is later.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_  
(Witness)

CONTRACTOR (SEAL)  
By \_\_\_\_\_  
Title \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Witness)

(Name of Surety) (SEAL)  
By \_\_\_\_\_  
(Attach Power of Attorney)  
Title \_\_\_\_\_

**Exhibit B**  
**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_,  
having an office at \_\_\_\_\_, as Principal, hereinafter  
called CONTRACTOR, and \_\_\_\_\_,  
having an office at \_\_\_\_\_, as Surety, hereinafter  
called Surety, are held and firmly bound unto the \_\_\_\_\_  
**(Water Company name)**  
\_\_\_\_\_, having an office at **(Water**  
**Company address)**, as Obligee, hereinafter called OWNER, for the use and benefit of claimants as  
hereinbelow defined, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), for  
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrations,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a  
Contract with the OWNER for the construction of the project entitled **(Project Title)**, in accordance with  
Drawings and Specifications prepared by **(Engineer or Engineer's consultant as appropriate)**, which  
Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if  
CONTRACTOR shall promptly make payment of all claimants as hereinafter defined, for all labor and  
material used or reasonably required for use in the performance of the Contract, then this obligation shall  
be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the CONTRACTOR or with a  
Subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use  
in the performance of the Contract, labor and material being construed to include that part of water,  
gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to  
the Contract.
2. The above named CONTRACTOR and Surety hereby jointly and severally agreed with the OWNER  
that every claimant as herein defined, who has not been paid in full before the expiration of a period  
of ninety (90) days after the date on which the last of such claimant's work or labor was done or  
performed, or materials were furnished by such claimant, may sue on this bond for the use of such  
claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant,  
and have execution thereon. The OWNER shall not be liable for the payment of any costs or  
expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, other than one having a direct contract with the CONTRACTOR, shall  
have given written notice to any two of the following: the CONTRACTOR, the OWNER  
or the Surety above named, within ninety (90) days after such claimant did or performed  
the last of the work or labor, or furnished the last of the materials for which said claim is  
made, stating with substantial accuracy the amount claimed and the name of the party to

whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b. After the expiration of one (1) year following the date on which CONTRACTOR ceased Work on said Contract or after the expiration of one (1) year following the Date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, on any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_  
(Witness)

CONTRACTOR (SEAL)

By \_\_\_\_\_

Title \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Witness)

(Name of Surety) (SEAL)

By \_\_\_\_\_

(Attach Power of Attorney)

Title \_\_\_\_\_

**EXHIBIT C**

**CALIFORNIA AMERICAN WATER - MPWSP  
Fitch Park ASR-5 and ASR-6**

**BID SHEET for FITCH PARK ASR-5 AND ASR-6 CONSTRUCTION**

**BID ADDENDUM NO. 3**

Item	Title	Unit	Estimated Quantity (per well)	Unit Price	Subtotal (per well)	Total (both wells)
1	Mobilization	Lump Sum	Lump Sum	\$ 113,400	\$ 113,400	\$ 226,800
2	Noise Control / Sound Barrier	Linear Feet	500	\$ 80	\$ 40,000	\$ 80,000
3	36-Inch Diameter Carbon Steel Conductor Casing	Linear Feet	55	\$ 540	\$ 29,700	\$ 59,400
4	Pilot Bore Drilling	Linear Feet	1065	\$ 90	\$ 95,850	\$ 191,700
5	Geophysical Logging	Lump Sum	Lump Sum	\$ 2,800	\$ 2,800	\$ 5,600
6	Pilot Bore Reaming	Linear Feet	1065	\$ 75	\$ 79,875	\$ 159,750
7	Caliper Survey	Lump Sum	Lump Sum	\$ 2,200	\$ 2,200	\$ 4,400
8.1	22-inch Diameter Stainless Steel Blank Casing	Linear Feet	760	\$ 833	\$ 633,080	\$ 1,266,160
8.2	20-inch Diameter Stainless Steel Wire Wrapped Screen	Linear Feet	300	\$ 336	\$ 100,800	\$ 201,600
8.3	20-inch Diameter Stainless Steel Blank Casing	Linear Feet	20	\$ 579	\$ 11,580	\$ 23,160
8.4	20-inch Diameter Stainless Steel Cellar with Bullnose	Lump Sum	20	\$ 643	\$ 12,860	\$ 25,720
8.5	3-inch Diameter Stainless Steel Gravel Tremie Pipe	Linear Feet	750	\$ 31	\$ 23,250	\$ 46,500
8.6	3-inch Diameter Stainless Steel Sounding Pipe	Linear Feet	760	\$ 46	\$ 34,960	\$ 69,920
8.7	3-inch Diameter Stainless Steel Casing Vent Pipe	Lump Sum	Lump Sum	\$ 1,700	\$ 1,700	\$ 3,400
9	Gravel Pack	Linear Feet	390	\$ 73	\$ 28,470	\$ 56,940
10	Cement Grout	Linear Feet	730	\$ 50	\$ 36,500	\$ 73,000
11.1	Mechanical Development	Hours	85	\$ 450	\$ 38,250	\$ 76,500
11.2	Pumping Development	Hours	100	\$ 340	\$ 34,000	\$ 68,000
11.3	Additional Mechanical Development	Hours	XX Hours	\$ 450	XXXX	XXXX
11.4	Additional Pumping Development	Hours	XX Hours	\$ 340	XXXX	XXXX

**EXHIBIT C**

**CALIFORNIA AMERICAN WATER - MPWSP  
Fitch Park ASR-5 and ASR-6**

Item	Title	Unit	Estimated Quantity (per well)	Unit Price	Subtotal (per well)	Total (both wells)
12	Production Testing	Hours	16	\$ 340	\$ 5,440	\$ 10,880
13	Disinfection of Well	Lump Sum	Lump Sum	\$ 1,500	\$ 1,500	\$ 3,000
14	Wellhead Completion and Installation of Pump/Motor and FCV Assembly	Lump Sum	Lump Sum	\$ 19,500	\$ 19,500	\$ 39,000
14.A	Well Pump/Motor and FCV Assembly	Allowance	Allowance	\$300,000	\$300,000	\$600,000
14.B	Percent Markup Over Invoiced Cost for Well Pump/Motor and FCV Assembly	Percent	Percent	% 35	% 35	% 35
14.C	Markup Amount (amount entered in 14.A times percent entered in 14.B)	Lump Sum	Lump Sum	\$ 105,000	\$ 105,000	\$ 210,000
15	Downhole Velocity Surveys	Lump Sum	Lump Sum	\$ 7,600	\$ 7,600	\$ 15,200
16	Acceptance Video Surveys	Lump Sum	Lump Sum	\$ 1,100	\$ 1,100	\$ 2,200
17	Plumbness and Alignment	Lump Sum	Lump Sum	\$ 3,000	\$ 3,000	\$ 6,000
18	Standby Time	Hours	XX Hours	\$ 300	XXXX	XXXX
19	Site Cleanup	Lump Sum	Lump Sum	\$ 4,000	\$ 4,000	\$ 8,000
20	Fluid and Cuttings Containment and Disposal	Lump Sum	Lump Sum	\$ 39,000	\$ 39,000	\$ 78,000
21	Temporary Discharge Pipeline	Lump Sum	Lump Sum	\$ 16,200	XXXX	\$ 16,200
22	Traffic Control Plan	Lump Sum	Lump Sum	\$ 10,000	\$ 10,000	\$ 20,000
23	Connect pipe extension & valves to Temporary Water Supply, and construction water consumption	Allowance	Allowance	\$ 10,000	\$10,000	\$20,000
24	Temporary 7' height Perimeter Site Security, Chain Link Fencing & Double Leaf Gates, lockable	Lump Sum	Lump Sum	\$ 4,800	\$ 4,800	\$ 9,600
25	Community Outreach Plan & Attend Meetings	Allowance	Allowance	\$ 3,000	\$3000	\$6000
26	Prepare & implement BMP's and Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	Lump Sum	\$ 7,000	\$ 7,000	\$ 14,000
Total Amount Bid:					\$ 1,840,215	\$ 3,680,430

EXHIBIT C

CALIFORNIA AMERICAN WATER - MPWSP  
Fitch Park ASR-5 and ASR-6

Item	Title	Unit	Estimated Quantity (per well)	Unit Price	Subtotal (per well)	Total (both wells)
Total In Words:	<i>three million six hundred and ninety-six thousand six hundred and thirty dollars</i>					

**EXHIBIT C**

**Monterey Peninsula Water Supply Project  
Request for Proposals for the Construction of Fitch Park ASR Wells 5 and 6**

**PROPOSAL FORM 7**

**PRICE ESCALATOR INDICES**

**PRICE INCREASE USING CONSUMER PRICE INDEX:**

The unit price includes the costs of bonds, insurance, permits, sales tax, overhead, profit and all other costs.

**Consumer Price Index (CPI):** *Contract prices for Services will remain firm through (Enter Month, Day Year).*

*Contractor must request price adjustments, in writing, 30 days prior to the adjustment date of requested increase. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after CAWC receives and approves their written request.*

*Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for Urban Wage Earners and Clerical Workers (Current Series), West Region All Items.*

*The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.*

<https://www.bls.gov/data/>

The following example indicates how to adjust contract pricing when using the CPI as a contract price adjustment clause: *(Remember, all price adjustments should be rounded to equal the pricing structure of the contract in question. For example, if the unit price is \$100, make sure that you round the CPI adjusted price to the same number of decimal places to ensure accuracy).*

**EXAMPLE**

First Contract Adjustment date: March 1, 2018

Price to be adjusted: \$250

Adjustment period: Annually

CPI Index in use: CPI-U All Urban Wage Earners and Clerical Workers (current Series), <https://www.bls.gov/data/> select "Top Picks" then select *West Region All Items*.

**First Adjustment Period:**

<b>Current index:</b> 2018	<b>250.416</b>
<b>Base index:</b> 2017	<b>242.384</b>

## EXHIBIT C

### Monterey Peninsula Water Supply Project Request for Proposals for the Construction of Fitch Park ASR Wells 5 and 6

<b>Subtract</b> the Base index from the Current index	250.416 - 242.384	=	8.032
<b>Divide</b> the result by the Base index	8.032 / 242.384	=	.0331
<b>Multiply</b> the result by 100 to obtain percentage	.0331 x 100	=	3.31%
<b>Multiply</b> the price to be adjusted by the % increase	\$250 x .0331	=	\$8.28
<b>Add</b> the price to be adjusted to the adjustment amount	\$250 + \$8.28	=	<b>\$258.28</b>

<b>CPI adjusted price</b> for contract term March 1, 2018	<b>\$258.28</b>
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It is important to note that with each price adjustment, the original CPI **Base** index date range must be compared to the most current CPI index date range. The adjustment will always be made to the original contract price. In other words, CAWC will not adjust a price that has been previously adjusted. Adjustments will only be made to the original agreed upon hourly price, e.g. Senior Engineer charges are \$250/Hour as set in the original agreement.

**EXHIBIT C**

**Monterey Peninsula Water Supply Project  
Request for Proposals for the Construction of Fitch Park ASR Wells 5 and 6**

**PROPOSAL FORM 8**

**DIVERSE BUSINESS ENTERPRISES REQUIREMENT STATEMENT**

Owner utilizes the established guidelines from the California Public Utilities Commission (“CPUC”) to qualify diverse suppliers and requires certification as a Diverse Business Enterprise (“DBE”) by the Supplier Clearinghouse and/or the California Department of General Services. To be eligible for award of a contract from this solicitation, the bidder/proposer must execute and submit, as part of his or her bid/proposal, this statement. DBEs are divided into four classifications, as follows: Minority Business Enterprises (“MBE”), Women-Owned Business Enterprises (“WBE”), Disabled Veteran Business Enterprises (“DVBE”), and Lesbian, Gay, Bi-Sexual and Transgender Business Enterprises (“LGBTBE”). This statement shall be deemed a material factor in the Owner’s evaluation of the bid/proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid/proposal non-responsive.

The CPUC has set a goal for Owner to achieve at least 21.5% of total contract spend on DBEs, divided into the four classifications as follows: MBE – 15%, WBE – 5%, DVBE – 1.5%, and LGBTBE – goal to be established in 2020.

Owner has established certain minimum requirements, as set forth below, for the percentage of the total Contract Price that must be paid to DBEs (the “DBE Minimum”). The DBE Minimum for a contract will depend upon the total Contract Price for that contract, as set forth below. For example, for a contract with a Contract Price of \$1,200,000, the DBE Minimum is 25% and, therefore, at least \$300,000 must be paid to DBEs either as the primary contractor or as one or more subcontractors. Further, for a contract with a Contract Price of \$4,000,000, the DBE Minimum is 30% and, therefore, at least \$1,200,000 must be paid to DBEs either as the primary contractor or as one or more subcontractors.

<b>Total Contract Price</b>	<b>DBE Minimum</b>
\$100,000 - \$500,000	<b>15%</b>
\$500,001 - \$1,000,000	<b>20%</b>
\$1,000,001 - \$3,000,000	<b>25%</b>
\$3,000,001 and higher	<b>30%</b>

Notwithstanding the DBE Minimum set forth above, a bidder/proposer may propose, and is strongly encouraged to propose, a higher percentage of the Contract Price to be paid to DBEs. As part of its submission, the must respond to the questions below and identify the percentage of the Contract Price that will be paid to DBEs (such percentage must be NO LOWER THAN the DBE Minimum set forth above). The percentage of the Contract Price that will be paid to DBEs (to the bidder/proposer as primary contractor or to subcontractors), as indicated on this form, will be a contractual requirement (the “DBE Requirement”) that must be met by the bidder/proposer in performing the Contract Services. Failure to meet the DBE Requirement will be considered a breach of the contract and may result in termination of the contract by the Owner.

EXHIBIT C

Monterey Peninsula Water Supply Project  
Request for Proposals for the Construction of Fitch Park ASR Wells 5 and 6

Complete the items below:

1. Is bidder/proposer certified as a Diverse Business Enterprise with the CPUC Supplier Clearinghouse and/or the California Department of General Services?

Respond YES or NO: No

If YES, provide a copy of your certification with your bid/proposal and identify which classification your firm is certified under (i.e., MBE, WBE, DVBE, or LGBTBE): Not Applicable

2. What is the DBE Requirement (the percentage of the Contract Price that will be paid to DBEs) that bidder/proposer will agree to in the contract for the Contract Services?

30.68 % of Contract Price (such percentage must be equal to or greater than the DBE Minimum as set forth above)

Bidder/Proposer Name: Zim Industries, Inc.

Printed Name of Authorized Person: Curt B. Zimmerman

Signature of Authorized Person: Curt B Zimmerman

Title of Authorized Person: President



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractor's<sup>2</sup> and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

*Construction of Fitch Park ASR Wells 5 and 6*

Prime Contractor Name <i>Zim Industries, Inc.</i>		Project Name <i>Monterey Peninsula Water Supply Project</i>	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <i>Curt Zimmerer</i>	
Address <i>4532 E. Jefferson Ave Fresno, CA 93725</i>			
Telephone No. <i>(559) 834-1551</i>		Email Address <i>curt@zimindustries.com</i>	
Issuing/Funding Entity			

I have identified potential DBE certified subcontractors.  YES  NO  
If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
<i>Mill Man Steel Inc</i>	<i>1441 Wazee St, Suite 104, Denver, CO, 80202 (303) 770-8545 jamesgoss@millmansteel.com</i>	<i>\$1,060,448<sup>55</sup></i>	<i>Yes</i>
<i>Sam's Equipment &amp; Supplies</i>	<i>P.O. Box 7797, Fresno, CA 93727 (559) 257-0354 gabe.samsequipment@gmail.com</i>	<i>\$60,334<sup>50</sup></i>	<i>Yes</i>
<i>5C-Drilling &amp; Transportation Services</i>	<i>9530 Hageman Rd, Suite B368 Bakersfield, CA 93312 (661) 401-0226 cami@5c-inc.com</i>	<i>\$13,522<sup>00</sup></i>	<i>Yes</i>

--Continue on back if needed--

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Exhibit E  
Work Change Directive



COASTAL DIVISION  
MONTEREY COUNTY DISTRICT  
511 Forest Lodge Rd, Suite 100  
Pacific Grove, CA 93950  
Tel: (831) 646-3201  
Fax: (831) 646-3204

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WORK CHANGE DIRECTIVE

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone # \_\_\_\_\_ PROJECT #: \_\_\_\_\_  
Fax # \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_  
ENGINEER: \_\_\_\_\_  
WCD #: \_\_\_\_\_

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Contract # \_\_\_\_\_ - [description]

1. TIME AND MATERIAL WORK
  
  
  
  
  
  
  
  
  
  
2. INSTALLATION

CHANGES TO THE CONTRACT TIME:

ATTACHMENT MATERIAL FOR CHANGE ORDER:

PREPARED BY: \_\_\_\_\_ Date \_\_\_\_\_  
REVIEWED BY: \_\_\_\_\_ Date \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_ Date \_\_\_\_\_



# CHANGE ORDER 1

**Owner:** California American Water

**No.:** XXXXX-1

**Contractor:** Name

**Issue Date:** XX/XX/XX

**Project:** Title

**IP No.:** I15-XXXXXX

ITEM NO.	DESCRIPTION OF THE CHANGE	COST INCREASE	COST DECREASED
1		\$	\$
2		\$	\$
3		\$	\$
4		\$	\$
5		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	TOTAL	\$	(\$)
	NET increase (decrease)	\$	

## **EXHIBIT K**

### List of Required Additional Insureds

1. California-American Water Company
2. Pueblo Water Resources

Coverage to include the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds.

## EXHIBIT L

### Insurance Requirements

GC 5.04 Contractor's Insurance is hereby supplemented to include the following:

The limits of liability for insurance required by General Conditions paragraph 5.04 are as shown on the attached ACORD sample Certificate of Insurance.

### Insurance Requirements.

(A) At no expense to American Water (hereinafter referred to as Company), Contractors and subcontractors shall, at its expense, obtain and keep in force during the term of this Agreement, and any renewals or extensions hereof, the following minimum insurance limits and coverage during the term of the agreement/contract to cover his legal liability to third parties in accordance with the Conditions of Contract. The insurance coverage limits stated below are minimum coverage requirements, not limitations of liability, and shall not be construed in any way as Owner's acceptance of the responsibility of the Contractor:

- |   |  |
|---|--|
| 1. <b>Commercial General Liability:</b> | \$1,000,000 per occurrence                                 |
|   | Combined Single Limits                                     |
|   | \$1,000,000 General Aggregate                              |
|   | \$1,000,000 Products and Completed<br>Operations Aggregate |

Occurrence form including Premises and Operations Coverage, Products and Completed Operations, Coverage for Independent Contractors, Personal Injury Coverage and Blanket Contractual Liability. Contractor's Protective Liability if the Contractor subcontracts to another all or any portion of the Work. Completed Operations shall be maintained for a period of ten (10) years following Final Completion. The renewal of each annual policy shall include a three year extension of Completed Operations coverage.

### 2. **Workers Compensation:**

- |  |                             |
|--|-----------------------------|
| A. Applicable Federal or State Requirements:   | Statutory minimum           |
| B. Employer's Liability  | Each Accident - \$1,000,000 |
|  | Policy Limit - \$1,000,000  |
|  | Disease                     |
|  | Each Employee - \$1,000,000 |
|  | Disease                     |
| C. Voluntary workers compensation insurance covering all employees not subject to the applicable workers compensation act or acts. |                             |

The Workers' Compensation policy shall also include U.S. Longshoremen and Harbor Workers' Compensation Act Coverage, if any work shall be done over or within 100 feet of any body of water, or otherwise at the sole discretion of Company. It shall also provide maritime (Jones Act) coverage if a boat or vessel of any type is to be used.

**3. Automobile Liability**

Including owned, hired, borrowed and non-ownership liability.

Bodily Injury and Property	\$1,000,000 each occurrence
Damage Liability	Combined Single Limits

**4. Umbrella Liability** \$9,000,000 each occurrence and annual aggregate in

excess of Employer's Liability, General Liability and Automobile Liability (no more restrictive than the underlying insurance).

The minimum liability limits required may be satisfied through the combination of the primary General Liability, Employer's Liability, and Automobile Liability limits with an Umbrella Liability policy, with coverage no more restrictive than the underlying insurance, providing excess limits at least equal to or greater than the combined primary limits.

All Commercial General Liability including completed operations-products liability coverage and Automobile liability insurance shall designate Owner and Company, its parent, affiliates and subsidiaries, its directors, officers and employees as Additional Insured. All such insurance should be primary and non-contributory, and is required to respond and pay prior to any other insurance or self-insurance available to Owner and Company. In addition to the liability limits available, such insurance will pay on behalf or indemnify Owner and Company for defense costs. Any other coverage available to the Owner and Company applies on a contingent and excess basis. Such insurance shall include appropriate clauses pursuant to which the insurance companies shall waive its rights of subrogation against Owner and Company.

Contractor and subcontractors shall furnish prior to the start of work, certificates or adequate proof of the foregoing insurance including, if specifically requested by Company, copies of the endorsements and insurance policies naming Owner and Company as an Additional Insured. Current certificates of insurance shall be provided prior to the commencement of work and be maintained until completion of the contract. Owner shall be notified in writing at least thirty (30) days prior to cancellation of or material change in a policy. Carriers providing coverage will be rated by A.M. Best with at least an A- rating and a financial size category of at least Class VII. Such cancellation or material alteration shall not relieve

Contractor of its continuing obligation to maintain insurance coverage in accordance with this contract.

(B) If Contractor shall fail to procure and maintain said insurance, Owner or Company, upon written notice, may, but shall not be required to, procure and maintain same, but at the expense of Contractor. In the alternative, Owner or Company may declare a default hereunder and, unless such default is timely cured, terminate the Lease. Unless and until the default is cured, neither Contractor nor its servants, employees or agents will be allowed to enter upon the Premises.

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>			ISSUE DATE:	
<b>PRODUCER</b>  <b>VENDOR'S INSURANCE BROKER AND ADDRESS</b>   <hr/> <b>INSURED</b>  <b>[I. A. APPLICABLE TO MAJOR PLANT CONSTRUCTION AND EXPANSION]</b>  <b>VENDOR/CONTRACTOR/TRADE</b> <b>Address</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		<b>COMPANIES AFFORDING COVERAGE</b>				
		COMPANY LETTER <b>A. ABC INSURANCE COMPANY</b>				
		COMPANY LETTER <b>B. XXX INSURANCE COMPANY</b>				
		COMPANY LETTER <b>C. YYY INSURANCE COMPANY</b>				
		COMPANY LETTER <b>D.</b>				
		COMPANY LETTER <b>E</b>				
<b>COVERAGES</b>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A.	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input checked="" type="checkbox"/> PER PROJECT AGG. <input checked="" type="checkbox"/> CGL FORM #	CGL1234	1/1/2008 or Current	1/1/2009 or 1 year from Current Effective Date	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ 1,000,000 PERSONAL & ADV. INJURY EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one Fire) \$ 1,000,000 MED. EXPENSE (Any one person) \$ 300,000 \$ 10,000	
A.	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> COMP DED \$500 <input checked="" type="checkbox"/> NON-OWNED AUTOS	AL5678	1/1/2008 or Current	1/1/2009 or 1 year from Current Effective Date	COMBINED SINGLE LIMIT \$ 1,000,000  BODILY INJURY (Per Person) \$  BODILY INJURY (Per Accident) \$  PROPERTY DAMAGE \$  \$	
B.	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	XS 9876	1/1/2008 or Current	1/1/2009 or 1 year from Current Effective Date	EACH OCCURRENCE AGGREGATE \$9,000,000 \$9,000,000	
A	<b>WORKER'S COMPENSATION AND EMPLOYERS LIABILITY</b>	WC 5432	1/1/2008 or Current	1/1/2009 or 1 year from Current Effective Date	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
	OTHER				Personal Property: \$250,000 Deductible:	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (Reference Project Location or Contract No.) Certificate holder is included as Additional Insured, except for workers compensation, with respect to liability arising out of the named insured's operations as required by written contract. Any coverage afforded to the Additional Insured shall apply as primary and not excess to any other insurance or self insurance available to Additional Insured. Waiver of Subrogation shall apply to all insurance.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
American Water Works Service Company, Inc., its subsidiary and affiliated companies American Water Address City, State Zip Code				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <hr/> AUTHORIZED REPRESENTATIVE		
ACORD 25-S (7/90)				INS-4		ACORD CORPORATION 1990

**Exhibit N**  
**Identification of Subcontractors and Suppliers**

In accordance with paragraph 10 of the Instructions to Bidders, the identification of the following subcontractors and suppliers proposed to be used by contractor is required.

**I. Subcontractors**

<b>Description of Work to be Performed</b>	<b>Subcontractor(s)</b>

**II. Equipment/Material Suppliers**

<b>Description/Specification Reference</b>	<b>*Supplier (circle or write in as applicable)</b>

**EXHIBIT O**  
**List of Required Permits**  
**Fitch Park ASR Wells 5 and 6**  
**Preliminary Permitting Requirements Summary**

Project Component	Permit Description	Permitting Agency	Primary Responsible Party
ASR Wells	Well Construction Permit	MCHD	Contractor
	Temporary Soundwall Building Permit	POM	Contractor
	NPDES Discharge Permit	RWQCB	Owner
	Permit for Injection/Extraction	SGB Watermaster	Owner
	Injection Permit	RWQCB	Owner
<i>Additional permits may be required</i>			

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

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

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**Identifying Information**

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

---

**Conditional Waiver and Release**

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

Maker of Check:

Amount of Check: \$

Check Payable to:

---

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
  - (2) Extras for which the claimant has not received payment.
  - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
    - Date(s) of waiver and release: \_\_\_\_\_
    - Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
  - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
- 

**Signature**

Claimant's Signature:

Claimant's Title:

Date of Signature:

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**EXHIBIT Q**

**AFFIDAVIT OF PAYMENT TO SUBCONTRACTORS  
PROGRESS PAYMENT**

The undersigned warrants that the monies received from this progress payment have been or will be used to promptly pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the job of California-American Water Company

located at \_\_\_\_\_,  
up to the date of this waiver.

Dated: \_\_\_\_\_  
\_\_\_\_\_ Company Name

By: \_\_\_\_\_  
Name and Title

**AFFIDAVIT OF PAYMENT TO SUBCONTRACTORS  
FINAL PAYMENT**

The undersigned warrants that the monies received from this final payment have been or will be used to promptly pay in full all of laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the job of California-American Water Company

located at \_\_\_\_\_.

Dated: \_\_\_\_\_  
\_\_\_\_\_ Company Name

By: \_\_\_\_\_  
Name and Title

Exhibit R

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

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

---

**Identifying Information**

Name of Claimant:

Name of Customer:

Job Location:

Owner:

---

**Conditional Waiver and Release**

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

Maker of Check:

Amount of Check: \$

Check Payable to:

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**Exceptions**

This document does not affect any of the following:  
Disputed claims for extras in the amount of: \$

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**Signature**

Claimant's Signature:

Claimant's Title:

Date of Signature:

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7/1/12