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<u>Exhibit A</u> <u>PERFORMANCE BOND</u>

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 Co	mpany name)
,	having an office at <u>(Water</u>
<u>Company address</u>), as Obligee, hereinafter called OWNER, for the u	se and benefit of claimants as
hereinbelow defined, in the amount of	
the payment whereof CONTRACTOR and Surety bind themselves, th	eir 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:		
		CONTRACTOR (SEAL)
		By
(Witness)		Title
WITNESS:		
		(Name of Surety) (SEAL)
(Witness)		By
		(Attach Power of Attorney)
		Title

Exhibit B LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: 1	hat,
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
<u>Company address</u>), as Obligee, hereinafter called OW	NER, 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:		
		CONTRACTOR (SEAL)
		By
(Witness)		Title
WITNESS:		
		(Name of Surety) (SEAL)
(Witness)		Ву
		(Attach Power of Attorney)
		Title

BID SCHEDULE

ltem No.	Spec./ Section or Sheet	Item Quantity	ltem Unit	Item Description	Unit Cost	Total Item Cost
1	-	1	LSUM	General Conditions, Mobilization, Limits of Construction Boundary Fencing, and Demobilization	\$ 400,000.00	\$ 400,000.00
2	G2, 01025	1	LSUM	MSHA Training for ALL Possible Workers that Work on the CEMEX Sand Mining Site.	\$ 10,000.00	\$ 10,000.00
3	SGC Section 4	1	LSUM	Environmental Mitigation Measures	\$ 20,000.00	\$ 20,000.00
4	C17-C18 01025, 02540	1	LSUM	Stormwater BMP Installation & Maintenance	\$ 30,000.00	\$ 30,000.00
5	C2-C,7 01025	1	LSUM	As-Needed Site Grading for Level Well Site (working) Pads and Access Roads	\$ 260,000.00	\$ 260,000.00
6	C8-C11, 01025, 15000	1	LSUM	36" PVC C900 (DR-25) Feed Water Pipeline	\$ 1,950,000.00	\$ 1,950,000.00
7	C10-C11 01025,	700	LF	36" FPVC (DR_25) Feed Water Pipeline – Horizontal Directional Drill (HDD) Install	\$ 1,500.00	\$ 1,050,000.00
8	01025, 15020, 15025, 15030	1	LSUM	Pipeline Disinfection, Bacteriological Testing, and Pressure Testing (ALL PIPELINES).	\$ 20,000.00	\$ 20,000.00
9	M1, 01025, 15151, 15171, 15034, 15065 15191, 16520	1	LSUM	Well Site #1 Mechanical Piping (1 Well)	\$ 200,000.00	\$ 200,000.00
10	M2, 01025, 15151, 15155, 15171,	1	LSUM	Well Site #2 Mechanical Piping (2 Wells)	\$ 300,000.00	\$ 300,000.00
	15034, 15065 15191, 16520					
11	M1, 01025, 15151, 15171, 15034, 15065 15191, 16520	1	LSUM	Well Site #3 Mechanical Piping (1 Well)	\$ 200,000.00	\$ 200,000.00
12	M1, 01025, 15151, 15171, 15034, 15065 15191, 16520	1	LSUM	Well Site #4 Mechanical Piping (1 Well)	\$ 200,000.00	\$ 200,000.00

CONTRACTOR:

ltem	Spec./ Section or	Item	Item	K B · · //				Total Item
No.	Sheet	Quantity	Unit	Item Description		Unit Cost		Cost
13	M2, 01025, 15151, 15155, 15171, 15034, 15065 15191, 16520	1	LSUM	Well Site #5 Mechanical Piping (2 Wells)	\$	325,000.00	\$	325,000.00
14	01025, 03480; S1	7	EA	Concrete Precast Vault with Access Hatch	\$	70,000.00	\$	490,000.00
15	S1 0102	5	EA	Pump-To-Waste Basins	\$	12,000.00	\$	60,000.00
16	C3-C7, C12-C13 01025	1,050	LF	8' PVC Coated Chain Link Fence and Gates with Tan (Sand) Colored Privacy Slats	\$	120.00	\$	126,000.00
17	C12, M5, 01025, 11700, 09900	1	LSUM	3,000 Gallon Surge Tank #1	\$	180,000.00	\$	180,000.00
18	C13, M6, 01025, 11700, 09900	1	LSUM	8,000 Gallon Surge Tank #2	\$	350,000.00	\$	350,000.00
19	01025, 03300	1	LSUM	Concrete and Reinforcing Steel	\$	85,000.00	\$	85,000.00
20	E8, S2, M4, 01025	1	LSUM	Well Site #1 Enclosure, Electrical,	\$	400,000.00	\$	400,000.00
21	E9, S2, M4, 01025	1	LSUM	Well Site #2 Enclosure, Electrical,	\$	500,000.00	\$	500,000.00
22	E10, S2, M4, 01025	1	LSUM	Well Site #3 Enclosure, Electrical,	\$	400,000.00	\$	400,000.00
23	E11, S2, M4, 01025	1	LSUM	Well Site #4 Enclosure, Electrical,	\$	400,000.00	\$	400,000.00
24	E12, S2, M4, 01025	1	LSUM	Well Site #5 Enclosure, Electrical,	\$	520,000.00	\$	520,000.00
25	01025, 16430	1	LSUM	1,500 KVA & 1,000 KVA Transformers	\$	180,000.00	\$	180,000.00
26	01025; 16000, 16050, 16051; 16345, 16430	1		All Other Electrical Components including main switchgear, etc.	\$	1,680,000.00	()	1,680,000.00
27	16050, 16130, 13321	1	LSUM	Fiber Optic Conduit, Pull Boxes, and Patch Panels (FO cable installation by	\$	90,000.00	\$	90,000.00

Item Spec./ No. or Sheet	Item Quantity	ltem Unit	Item Description	Unit Cost	Total Item Cost			
			TOTAL BID AMOUNT	\$	\$ 10426000			
CONTRACTOR: DATE:	MON 7/29/2		Y PENINSULA ENGINEERING					
California American Water								
(Bid Verification Only)			Name		Date			

D. LOCAL RESOURCES UTILIZATION PLAN

Monterey Peninsula Engineering is headquartered here in Monterey County. We make every effort to hire from the local work force and to utilize other local businesses. Nearly 100% of our employees are Monterey Bay Area residents (Residents of Monterey, Santa Cruz, and San Benito Counties) with roughly 70% coming from Monterey County. We will advise our subcontractors, sub-consultants, vendors, and suppliers of the Good Faith effort to Hire Monterey Bay Area Residents requirement and if they do not already meet the 50% threshold, we will require them to utilize local recruitment sources when hiring workers for this project. During the life of the project, we will continue to monitor the makeup of our workforce as well as the workforce of those companies we are contracting with to ensure the 50% threshold is maintained.



Exhibit E WORK CHANGE DIRECTIVE

	No
PROJECT: DATE	OF ISSUANCE:
OWNER:	
CONTRACTOR:	
ENGINEER:	
You are directed to proceed promptly with the follow	
Description:	
Purpose of Work Directive Change:	
Attachments: (list documents supporting change)	
If a claim is made that the above change(s) have aff	fected Contract Price or Contract Times, any claim for a the following methods of determining the effect of the
Method of in Method of determining change in Contract Price:	determining change Contract Times:
 [] Time and materials [] Unit prices [] Cost plus fixed fee [] Other 	[] Contractor's records [] Engineer's records [] Other
Estimated increase (decrease) in Contract Price: \$	Estimated increase (decrease) in Contract Times:days.
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.	If the change involves an increase, the estimated amount is not to be exceeded without further authorization.
RECOMMENDED:	AUTHORIZED:
by Engineer	by Owner

Exhibit F CHANGE ORDER

Owner: California-American Water Company	No		
Contractor:	Issue Date:		
Project:	P/BusUnit:		

	SUMMARY OF THE CHANGE(S)	COST INCREASE	COST DECREASE
	[INSERT SUMMARY]. See Item No(s) xx through xx on page(s) xx through xx for detail.	\$	\$
	NET increase/(decrease)	\$	
Attachments (list docum	nents supporting change):		

CHANGE IN CONTRACT PRI	CE:	CHANGE IN CONTRACT TIMES:			
Original Contract Price	\$	Original Contract Times: Substantial Completion – DAYS OR DATE Completed/Ready for Final Payment – DAYS OR DATE			
Net change from previous Change Orders: (No through No)	\$	Net change from previous Change Orders:			
Contract Price prior to this Change Order:	\$	Contract Times prior to this Change Order: Substantial Completion – DAYS OR DATE Completed/Ready for Final Payment – DAYS OR DATE			
Net increase (decrease) in Contract Price:	\$	Net increase (decrease) in Contract Times per this Change Order:			
Contract Price with all approved Change Orders:	\$	Contract Times with all approved Change Orders: Substantial Completion – DAYS OR DATE Completed/Ready for Final Payment – DAYS OR DATE			

This Change Order shall be effective when executed by Owner and Contractor. Payment under this Change Order shall constitute full and complete compensation to Contractor for the change(s) to the Work, direct or indirect impact on Contractor's schedule, and for any equitable adjustment or time extension to which Contractor may be entitled, whether pursuant to the Contract Documents or on any other basis.

RECOMMENDED:	APPROVED:	APPROVED:
Ву	Ву	Ву
Engineer:	Owner:	Contractor:
Date:	Date:	Date:

Exhibit F CHANGE ORDER

Co	Owner: <u>California-American Water Company</u> Contractor: Project:		No Issue Date: P/BusUnit:	
ITEM NO.	DESCRIPTION OF THE CHANGE	COST INCREASE	COST DECREASE	
	SUB-TOTAL:			

EXHIBIT K

List of Required Additional Insureds

- 1. California-American Water Company
- 2. Michael Baker International, Inc.
- 3. [Any additional TBD]





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. Commercial General Liability:	\$1,000,000 per occurrence
	Combined Single Limits
	\$1,000,000 General Aggregate
	\$1,000,000 Products and Completed
	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:B. Employer's Liability	Statutory minimum 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		

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

4.

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

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

ACORD CERTIFICATE OF INSUR				RANC	E		ISSUE DATE:	
PRODUCER				RIGHTS	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			
VENDOR'S INSURANCE BROKER AND ADDRESS		ALTER	ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
		COMPAN			0.0117.4111/			
						BC INSURANCE	COMPANY	
INSURE	ED			LETTER		XX INSURANCE	COMPANY	
[I. A. AF EXPAN		TO MAJOR PLANT CONSTR	UCTION AND	COMPAN LETTER		YY INSURANCE	COMPANY	
VEND Addre		RACTOR/TRADE		COMPAN LETTER	D.			
				COMPAN LETTER	E			
COVER								
NOTWIT MAY PE	HSTANDING A RTAIN, THE IN	NY REQUIREMENT, TERM OR C	ONDITION OF ANY CO POLICIES DESCRIBED	NTRACT OR	OTHER DO	CUMENT WITH RESPI	ABOVE FOR THE POLICY PERIOD ECT TO WHICH THIS CERTIFICATE CLUSIONS AND CONDITIONS OF S	MAY BE ISSUED OR
CO LTR	TYPE OF INSU	RANCE	POLICY NUMBER		EFFECTIVE M/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	1
Α.		IABILITY RCIAL GENERAL LIABILITY AIMS MADE OCCUR. R'S & CONTRACTOR'S PROT. ROJECT AGG. ORM #	CGL1234		2008 or Irrent	1/1/2009 or 1 year from Current Effective Date	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one Fire) MED. EXPENSE (Any one person)	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 300,000 \$ 10,000
Α.		TO INED AUTOS ULED AUTOS	AL5678		2008 or Irrent	1/1/2009 or 1 year from Current Effective Date	COMBINED SINGLE LIMIT BODILY INJURY (Per Person)) BODILY INJURY (Per Accident) PROPERTY DAMAGE	\$ 1,000,000 \$ \$ \$
В.			XS 9876		2008 or irrent	1/1/2009 or 1 year from Current Effective Date	EACH OCCURRENCE AGGREGATE	\$9,000,000 \$9,000,000
A	AN	COMPENSATION ID RS LIABILITY	WC 5432		2008 or irrent	1/1/2009 or 1 year from Current Effective Date	STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$1,000,000 \$1,000,000 \$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.								
CERTIF	ICATE HOLI	DER			CANCE	LLATION		
affiliat 4701 E	ed compar Beloit Drive	e	y, Inc., its subsid	iary and	EXPIRAT WRITTE	TION DATE THEREOF	E DESCRIBED POLICIES BE CANC THE ISSUING COMPANY WIL RTIFICATE HOLDER NAMED TO THE VE	L MAIL <u>30</u> DAYS
	mento, CA 25-S (7/90)	95838					ACORD CORPORATION 19	90
noone				INS 4	of 4		Acons controllation 13	~~

Project Team

MPE Team Member	Position	Role in the Project
Peter Taormina	Manager	Chief Estimator/ Project Manager
Etheline Cimatu	Project Manager	Project Manager Assistance
Jim Bruno	Operations Manager	Equipment and crew coordination/Field Superintendence
Darrel Varni	Electrical Subcontractor	Electrical Supervisor
Bart Bruno	Project Manager	Project Manager Lead



Attachment 3 PROJECT TEAM LICENSE LIST

Attach corresponding copies of applicable licenses

License No.	Classification	Name of License	Renewal Date	Active (Yes/No)
972425	A,B, Haz	MPE	4/30/2020	Yes
1037877	А	Aqueous Vets	4/30/2020	Yes
735622	C10	Darrel Varni Electric	12/30/2020	Yes
858987	A, C57, D09	The HDD Company	05/31/2020	Yes

PF1-8



EXHIBIT O

Required Permits

[See Technical Specifications]

EXHIBIT P

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.

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:

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

ocated 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:

Exceptions

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

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature: