SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 12.1 (ID # 14767) MEETING DATE:

FROM:

DEPARTMENT OF WASTE RESOURCES:

Tuesday, April 13, 2021

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve Addendum No. 1 to Contract Documents and Award Contract for the Construction of Landfill Gas Collection System Components at the Badlands, Lamb Canyon, Corona, and Mecca II Landfills and as Needed Perimeter Probe Installation at any Riverside County Owned or Maintained Landfill, All Districts. [\$2,416,959 – Department of Waste Resources Enterprise Funds 100%] (CEQA – Nothing Further Required)

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve Addendum No. 1 to Contract Documents for the Construction of Landfill Gas Collection System Components at the Badlands, Lamb Canyon, Corona, and Mecca II Landfills and as Needed Perimeter Probe Installation at any Riverside County Owned or Maintained Landfill for the plans and specifications issued prior to the February 18, 2021 bid opening;
- 2. Waive any immaterial irregularities and accept the bid submitted by Tetra Tech BAS, Inc. of Diamond Bar, California in the amount of \$2,416,959 for the Construction of Landfill Gas Collection System Components at the Badlands, Lamb Canyon, Corona, and Mecca II Landfills and as Needed Perimeter Probe Installation at any Riverside County Owned or Maintained Landfill:
- 3. Award the contract to Tetra Tech BAS, Inc. and authorize the Chairman to execute the Agreement on behalf of the Department of Waste Resources (Department); and
- 4. Authorize the Department's General Manager-Chief Engineer to execute change orders to the contract as approved by County Counsel, in accordance with Article 3.5 of the Public Contract Code, and the limits set forth in Section 20142 therein.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez, and Hewitt

Nays:

None

Absent:

None

Date:

April 13, 2021

XC:

Waste Resources

Deputy

Kecia R. Harper

Bv: (

Clerk of the Board

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 152,346	\$ 850,455	\$ 2,416,959	\$0
NET COUNTY COST	\$0	\$ 0	\$0	\$0
SOURCE OF FUNDS	5 :	-	Budget Adjus	stment: No
Department of Waste R	Resources Enterpris	e Funds 100%		
			For Fiscal Ye	ar: 20/21 – 23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 12, 2021, the Board approved the Contract Documents for the Construction of Landfill Gas Collection System Components at the Badlands, Lamb Canyon, Corona, and Mecca II Landfills and as Needed Perimeter Probe Installation at any Riverside County Owned or Maintained Landfill, and authorized the Department to advertise for bids (Agenda Item 12.1, MT #14150). During the advertisement period, the Department issued one Addendum. On February 18, 2021, a total of one (1) bid was received from Tetra Tech BAS, Inc. After review of the bid results, Department staff has determined that Tetra Tech BAS, Inc. has the necessary experience and capability to perform the work, and County Counsel has determined that the bid documents are in order and in conformance with the bid requirements. A summary of the bid received, along with the Construction Agreement between the County and Tetra Tech BAS, Inc., the required performance and payment bonds, and certificates of insurance are attached herewith.

Prev. Agn. Ref.: M.O. 12.1 of 1/12/2021

California Environmental Quality Act (CEQA) Findings

On January 12, 2021 (M.O. 12.1), the Board found that the construction of landfill gas collection system components at the Badlands, Lamb Canyon, Corona, and Mecca II landfills (Project) was exempt from CEQA and approved the Project's Contract Documents. As such, a Notice of Exemption (NOE) was filed on January 12, 2021, identifying that the Project was exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), and categorically exempt pursuant to Sections 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), and 15304 (Minor Alterations of Land). The 35-day statute of limitations for review and comment has expired, with no comments or challenges to the NOE received.

The action in this Form-11 simply awards the contract for the work previously analyzed with no new significant impacts identified, as such, nothing further is required under CEQA.

Impact on Residents and Businesses

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

This contract ensures that landfill gas generated within the landfills will be collected and controlled in the most cost-effective manner and in compliance with various local, state, and federal environmental regulations.

Additional Fiscal Information

Budget for this additional work will be provided from Fund 40200, Department ID – 4500100000.

Contract History and Price Reasonableness

Consistent with past awards, the construction performed under this contract is structured as a three-year award with multiple call outs. This allows staff to respond quickly to field conditions at our two major regional landfills, Badlands and Lamb Canyon. This contract also includes the construction of a gas collection and control system at the Mecca II landfill, gas system component replacement work at the closed Corona landfill and installation of new or replacement perimeter gas detection probes at any Riverside County owned landfill. This work ensures that the Department can maintain environmental controls required by various local, state, and federal regulations. Time of completion for each call-out will be specific and based upon a mobilization and scope of work formula for each item of work, as defined in the special provisions. Due to the competitive bid process and based on the engineer's estimate prepared by Department engineering staff, the submitted bid amount is believed to be reasonable. The Fiscal Year breakdown of the Tetra Tech BAS Inc. bid for this project is as follows:

Fiscal Year	TETRA TECH BAS, INC.
FY 20/21	\$152,346
FY 21/22	\$850,455
FY 22/23	\$833,740
FY 23/24	\$580,418
Total	\$2,416,959

ATTACHMENTS:

ATTACHMENT A: Addendum No. 1

ATTACHMENT B: Construction Agreement

ATTACHMENT C: Performance and Payment Bonds

ATTACHMENT D: Certificates of Insurance

Jason Farin Principal Management Analyst

4/5/2021

regory . Priantos, Director County Counsel

3/26/2021



ADDENDUM NO. 1

DATED February 4, 2021

TO CONTRACT DOCUMENTS FOR

THE CONSTRUCTION OF LANDFILL GAS COLLECTION SYSTEM COMPONENTS AT THE BADLANDS, CORONA, LAMB CANYON AND MECCA II SANITARY LANDFILLS AND AS NEEDED PERIMETER PROBE INSTALLATION 2021 TO 2024

This Addendum to the Contract Documents for the Construction of Landfill Gas Collection System Components at the Badlands, Corona, Lamb Canyon, and Mecca II Sanitary Landfills and As Needed Perimeter Probe Installation 2021 to 2024 is issued by the Riverside County Department of Waste Resources (County). Language deleted from Contract Documents shall be denoted by strikethrough. Language added within the Contract Documents shall be noted by bold italics. All other terms of the Contract Documents remain unchanged and in effect.

1. Page I of the Administrative Provisions: Shall be revised as follows

Bid Proposals must be placed in a sealed envelope clearly marked "Bid Proposal". Bid Proposals must be in accordance with the instructions and other Contract Documents and filed with the County by 11:00 AM on Thursday, February 18, 2021 at 14310 Frederick Street, Moreno Valley, CA 92553 which time and place are fixed for the public opening of bids. A mandatory pre-bid site review will be conducted at the Lamb Canyon Landfill on Tuesday, January 26, 2021 at 10:00 AM. The Lamb Canyon Landfill site address is 16411 Lamb Canyon Road, Beaumont, California. All questions and requests for clarification or interpretation of the Contract Documents must be submitted in writing by 5:00 PM on Tuesday, February 2, 2021 to Noah Rau via emailto:nrau@rivco.org or fax no. (951) 486-3250. Optional site visits to Badlands, Corona, and Mecca II will be available on Wednesday February 10, 2021 as follows:

- 9:30 AM at Mecca II landfill located at 95250 66th Ave, Mecca, CA 92254
- 12:30 PM at Badlands landfill located at 31125 Ironwood Ave, Moreno Valley, CA 92555
- 2:30 PM at Corona landfill located at 1300 Magnolia Ave, Corona, CA 92879
- 2. Page 19, Section 1.25 of the Special Provisions: Shall be revised to read as follows:

1.25 WATER SUPPLY

Clean water shall be used in construction for moisture conditioning, dust control, flushing pipe, and in all other uses. There is no potable water at any of the landfills. The nearest fire hydrant to the Badlands landfill is located near the intersection of Ironwood Ave. and Theodore and is approximately one mile from the landfill site. The nearest fire hydrant at the Lamb Canyon landfill is located at East 1st St., located approximately 3.3 miles from the landfill. The Contractor may draw water from these hydrants at no cost through the County's meter for the exclusive use of this project. At the County's option, and time permitting, water may at times be provided by the County's water truck to the Contractors tank on-site. Any other source of water shall be approved by the County.



Hans W. Kernkamp, General Manager-Chief Engineer

At *the Mecca II and Corona landfills, or* any other location where perimeter probe installation takes place, The Contractor shall supply a water *truck or* trailer with a 300 gallon minimum capacity to provide adequate water needed for the project. The tank may be filled up at either the Badlands or Lamb Canyon water supply tower and will be the Contractor's responsibility to fill.

If the Contractor prefers a water source near the Mecca II landfill, the nearest municipal potable water source to Mecca II is located off-site approximately 3-miles to the west of the Site, near the intersection of 66th Avenue and Johnson Street. The Coachella Canal is the nearest non-potable water source located on the eastern portion of the Site property. The municipal water service provider for this area is the Coachella Valley Municipal Water District (CVMWD).

Payment for complying with this section shall be considered as included in the various items of earthwork, and no additional compensation shall be allowed.

3. Page 20, Section 1.28.1 of the Special Provisions: Shall be revised to read as follows:

1.28 WARRANTY OF WORK

1.28.1 Summary

- 1. The Contractor shall warrant and guarantee the performance of all Work. The Contractor shall be responsible for the correction of all deficiencies of work, including detailed design and fabrication performed by the Contractor, all Subcontractors, vendors, and suppliers.
- 2. The Contractor's warranty period for construction of routine LFG components within the landfill refuse footprint shall be a minimum of sixty (60) days from the recordation of the Notice of Completion date of final project acceptance by the County, except where longer warranty periods are specifically stated by the manufacturer of individual components or required in the Specifications. All Contractor supplied materials, concrete, and structural components require a standard two year warranty.
- 3. The Contractor shall assign all warranties and guarantees of equipment vendors which extend the minimum warranty to the County. Point of sale/purchase and date of purchase of equipment items shall be submitted.
- 4. The Contractor shall guarantee all *Contractor provided* materials and workmanship suitable for the service intended and that said materials shall be free from all inherent defects in design and workmanship. All costs to correct defects shall be at the Contractor's expense.
- 5. The performance of guarantee and conditions specified in this section shall be secured by a surety bond per Section 5.14 of the General Provisions.



No.

Hans W. Kernkamp, General Manager-Chief Engineer

- 4. Questions and responses for questions received during the question submittal period: Questions are shown in **bold font** and responses from the Riverside County Department of Waste Resources follow innormal font.
 - 1. Would it be possible for the Contractor to bond this project in annual increments as opposed to the full 3 year term?

No, the entire contract term must be bonded in accordance with the contract documents. Notice of Completions are recorded for each mobilization phase of construction and the bonds may be decreased in accordance with Section 5.14 of the General Provisions.

2. Would the County consider reducing the 2-year warranty period requirement for the P&P bonds at the end of the contract? This is effectively resulting in the contractor having to issue a 5-year bond for 3 years of work.

The two year period will not be reduced. A bond in the amount specified by Section 5.14 of the General Provisions is required for two years upon the recording of a notice of completion for each phase of work under the contract.

3. Please extend both the pre-bid question deadline and the bid due date by another 2 weeks, minimum. We would like an opportunity to visit the other landfills (Corona, Mecca II, and Badlands), specifically Mecca and the location of the new compound. Sounds like Tetratech has been on all of the sites for the current contract, and we would expect to have the same opportunity to review current conditions and ask additional questions if needed, since the bid walk only included Lamb Canyon Landfill. Is the Contractor responsible for receiving/offloading materials at the job site?

The timeline for questions and bid due date will not be extended. However, optional site visits have been made available on February 10, 2021. Please see Item No.1 of this Addendum for site visit details.

4. General Provision Section 5.5 states "The Contractor shall procure all permits and licenses....." However, the SWPPP and SCAQMD permits were part of the bid documents. Special Provisions section 1.20 only requires the Contractor to submit the project specific SWPPP to the County for inclusion in their overall plans, not to the RWQCB. Please clarify if the Contractor will pay any of the fees (other than QSD costs for designing a project-specific amendment) for existing and future permits.

Please see Section 1.6 of the Special Provisions for precedence of contract documents. Section 1.20 of the Special Provisions is the correct requirement. The Contractor will not pay permit fees for existing or future permits.

5. Are there any other permit requirements required by the county (grading, excavating, etc.)?



Hans W. Kernkamp, General Manager-Chief Engineer

6. What is the contract number (or title) for Tetra-tech's current contract?

Tetra-Tech does not currently have a contract with Riverside County Department of Waste Resources. The current contract is with Aptim Environmental & Infrastructure. The title of that contract is "THE CONSTRUCTION OF LANDFILL GAS COLLECTION SYSTEM COMPONENTS AT THE BADLANDS, HIGHGROVE, AND LAMB CANYON SANITARY LANDFILLS AND AS NEEDED PERIMETER PROBE INSTALLATION 2017 TO 2020.

7. References – instructions say to include a minimum of 5 references and that references should be for bidder and also for any and all subcontractor(s). Should we include 5 references for bidder and 5 for subs or just at least 5 combined for bidder/subs?

Five total references should demonstrate the experience requirements are met as described on page III "Bidder Qualifications" of the Administrative Provisions.

8. Copies - how many copies of the bid are required to be submitted?

One complete bid package should be submitted as detailed in the Administrative Provisions.

9. Over the duration of the current 3-year contract, how many LFG detection probes were replaced, at which site(s) were they replaced and to what depth(s) were they drilled-to?

During the current contract to-date, two perimeter probes were constructed at the Corona landfill, two perimeter probes at the Menifee landfill, and six perimeter probes at the Highgrove landfill. These probe depths ranged from 10' to 75'.

10. Was any dewatering of excavations performed by the contractor under the current contract?

No dewatering of excavations has been performed to-date in the current contract.

11. Does the 90% relative compaction requirement (Special Provisions Page 35, Section 4.1.6,.) apply to ALL trench backfill, even trenches advanced into refuse, which may preclude achieving 90% except in the very upper portions of the trenches?

The requirement applies to all trench backfill except for horizontal collection well trenches that only have this requirement in designated areas used for access roads (refer to Special Provisions page 36, Section 4.3.3).

12. Can bidders propose both a primary and alternate subcontractor for LFG well drilling? This ensures timely completion of the well installations should the primary driller be unavailable at the time of issuance of a notice to proceed.

No, bidder may only list one subcontractor per item of work.



13. For all bonds associated with this proposal/contract, what is the County's preferred name for the OBLIGEE (i.e. County of Riverside)?

Coanty of Riverside.

14. Can the County provide some direction as to the typical level of effort/equipment needed to construct temporary drill pads?

The majority of wells are designed in locations that will need minimal or no temporary drill pad constructed. However, there will be some wells that do need more significant temporary drill pads and the effort may vary depending on requirements of the drilling superintendent and the required well location.

15. Can Contractor safely assume there will be no wells drilled on landfill slopes?

Vertical wells are most often drilled at the hinge of a slope along the edge of fill decks and adjacent to existing bench roads. Bench roads by definition are located within a landfill slope.

16. Will County supply on site soil for drill pad construction?

Soil will be made available onsite for any required drilling pad construction.

17. Would you please provide the SCAQMD Permit to Construct electronically as a pdf or provide a link where this can be accessed and downloaded?

Existing SCAQMD permits are included for download with the contract documents as Appendix B.

18. For well backfill soil, is there a maximum depth required for compaction as pneumatic powder puff and other downhole compaction equipment has greatly reduced effectiveness below about 30 feet in depth?

The maximum depth of compacted soil backfill required in vertical well construction is 35 feet.

19. Will new 2" diameter HDPE pipe typically be supplied in 500ft long coils or straight sections of 20ft – 40ft lengths?

The contract includes only a small quantity of 2" diameter HDPE pipe and would therefore most likely be supplied in 20' to 40' lengths.

20. Will Contractor be allowed to dispose of removed PVC pipe and related material from the Corona Landfill at either Badlands or Lamb Canyon Landfill at no cost to Contractor?

No, Bid Item No.28 should include all PVC pipe removal, hauling away, and fees related to the recycling or disposal as specified in Special Provisions Section 19.



Hans W. Kernkamp, General Manager-Chief Engineer

21. The unit cost for Bid Item 36.1, Disposal of Refuse from Mecca II Landfill: must Contractor pay tipping fees at the point of disposal at the Coachella Valley Transfer Station? If yes, may Contractor mark-up these fees for billing to County?

The Contractor may choose their method of proper disposal of refuse from the Mecca II landfill and bid this line item appropriately.

22. If contractor is to pay tipping fees at the Transfer Station, will the County assist in setting-up a credit account for Contractor so as not to involve cash or credit cards?

No, the County does not operate the transfer station.

23. Will county provide access to probe locations if drilling/installation is required? If not, would this be reimbursable to Contractor as Extra Work?

Yes, the County will provide access to proposed probe locations.

24. Is there a water source for Contractor's use near Mecca II Landfill?

Please see Item No.2 of this Addendum.

25. What is the maximum and typical trench depth for LFG piping, exclusive of road crossings?

Please refer to the Specifications and Project Drawings.

26. Does the County have specific rules relating to COVID19 that are applicable to Contractor's execution of the work contemplated in this bid?

The Contractor shall follow Riverside County Public Health Guidelines relating to COVID-19.

- 27. Is any of the work outlined in this Bid considered a Federally Assisted Construction project?
 No.
- 28. Can County clarify Section 5.13 of the General Provisions (Guarantee of Work) versus section 1.28.1.2 of the Special Provisions (Warranty of Work)?

If there is a conflict between the General Provisions and the Special Provisions, please refer to Section 1.6 of the Special Provisions for document governance. Please see Item No. 3 of this Addendum for further clarifications to Section 1.28.1 of the Special Provisions.

29. Does Section 5.13 of the General Provisions also apply to soil backfill placed on a constantly-settling, underlying landfill? The Contractor has no control over differential settlement, rodent activity and other factors out of Contractor's control when work is complete which could adversely impact areas of the soil backfill, despite proper placement and compaction.

Please refer to Item No. 3 of this Addendum for clarification.



Hans W. Kernkamp, General Manager-Chief Engineer

30. The County will supply all project materials, correct?

The County supplies most materials under the contract. However please refer to the Special Provisions for specific materials provided by the County and any materials to be provided by the Contractor.

NOTE: Bidders are required to acknowledge receipt of all addenda at the bottom of Sheet XVIII of the CONTRACTOR'S PROPOSAL.

Hans Kernkamp, General Manager-Chief Engineer Riverside County Department of Waste Resources

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of **April 13,202** and is by and between the COUNTY OF RIVERSIDE, on behalf of its Department of Waste Resources, a political subdivision of the State of California, (County) and <u>Tetra Tech BAS</u>, <u>Inc.</u>, (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

- 1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, supervision, services, transportation, materials and other required items necessary to perform the Work for the project, THE CONSTRUCTION OF LANDFILL GAS COLLECTION SYSTEM COMPONENTS AT THE BADLANDS, CORONA, LAMB CANYON, AND MECCA II SANITARY LANDFILLS AND AS NEEDED PERIMETER PROBE INSTALLATION AT ANY RIVERSIDE COUNTY OWNED AND MAINTAINED LANDFILLS, and Contractor shall do all things necessary to accomplish and complete the Work described in and in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.
- 2. Contract Documents. The Contract Documents for the project are:
 - (a) Notice Inviting Bids to Contractors;
 - (b) Instructions to Bidders:
 - (c) Contractor's Proposal, including List of Subcontractors, Contractor's Statement of Licensure, Contractor's Statement of Qualifications, Non-Collusion Declaration, Iran Contracting Act Certification:
 - (d) Bid Bond:
 - (e) Construction Agreement, including Exhibit A, Workers' Compensation Contractor Certificate, Declaration of Sufficiency of Funds, and Evidence of Insurance:
 - (f) Performance Bond;
 - (g) Payment Bond:
 - (h) General Provisions;
 - (i) Special Provisions;
 - (j) Appendix A Project Drawings;
 - (k) Appendix B SCAQMD Permits to Construct/Operate (Digital);
 - (l) Appendix C Stormwater Pollution Prevention Plan (Digital);
 - (m) Appendix D Riverside County Emergency Action Plans (EAP) (Digital);
 - (n) Appendix E Riverside County Spill Prevention, Control, and Countermeasure (SPCC) Plans (Digital);
 - (o) Standard Specifications for Public Works Construction, Latest Edition, with Amendments;
 - (p) Any other documents included in or incorporated into the Contract Documents;
 - (q) Addenda Nos. 1
 - (r) Orders, instructions, drawings and plans issued by County during the course of the Work in accordance with the provisions of the Contract Documents.

ADMINISTRATIVE PROVISIONS

Each of the above-mentioned documents presently in existence are by this reference incorporated into this Agreement and each of these documents not now in existence are incorporated herein as of the time of their issuance.

- 3. Contract Time for Completion The Work shall be commenced on a date to be specified in a written "Notice To Proceed" to be issued by the County and shall be completed within the duration specified in the Special Provisions. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Provisions, time shall be of the essence.
- 4. Contract Price -
- (a) Compensation to be paid to Contractor The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Agreement, the sum of:
- (b) Two million four hundred sixteen thousand, nine hundred fifty-nine dollars and zero cents
 - (\$ 2.416,959.00 ____), subject to additions and deductions as provided in this Agreement.
- (c) Payment. Exhibit A is attached to and incorporated into this Agreement and states the basis for full payment to Contractor. Contractor represents that it fully understands the payment method for the Work.

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES 14310 Frederick Street Moreno Valley, CA 92553 By: Hans W. Kernkamp General Manager - Chief Engineer COUNTY OF RIVERSIDE Date: 04-13-2021 Chairman, Board of Supervisors ATTEST: Kecia R. Harper, Clerk of the Board Date: 04-13-2021 By: Deputy (Seal) CONTRACTOR Date: 3-5-21 TEFFREY OF WILLIAMS VICE PRESIDENT Title. (If corporation, attach corporate seal)

EXHIBIT A

(Construction Agreement for the Riverside County Department of Waste Resources, LANDFILL GAS COLLECTION SYSTEM COMPONENTS at the BADLANDS, CORONA, LAMB CANYON, AND MECCA II SANITARY LANDFILLS, and as needed Perimeter Probe construction at any Riverside County owned and maintained landfills.)

It is understood that the quantities listed (except for those shown as "Final" or "Lump Sum (L.S.)") are but estimates only and final payment will be based on actual quantities whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents.

ITEM NO.	ITEM OF WORK	UNI T	QUANTITY	UNIT COST	TOTAL COST
1.1	Mobilization for Horizontal Well Construction	EA	12	\$2,700.00	\$32.400.00
1.2	Mobilization for Vertical Well Construction	EA	7	\$8,295.00	\$58,065.00
1.3	Mobilization for Header and Lateral Pipe Install	EA	14	\$3,100.00	\$43,400.00
1.4	Mobilization for Relocating Header and Lateral Pipe	EA	8	\$3,100.00	\$24,800.00
1.5	Mobilization for Multi-level Probe Install	EA	6	\$7,090.00	\$42,540.00
2.	Trenching & Earthwork	LF	46,475	\$13.20	\$613,470.00
3.	Install Horizontal Well	LF	38,700	\$4.75	\$183,825.00
4.	Install Aggregate Pit	EA	54	\$350.00	\$18,900.00
5.	Drill and Install Vertical Gas Wells up to 135 Feet	LF	5,310	\$85.20	\$452,412.00
6.	Drill and Install Vertical Gas Wells From 136 Feet up to 220 Feet	LF	1,200	\$98.80	\$118,560.00
7.	Install 2" HDPE Pipe	LF	600	\$2.20	\$1,320.00
8.	Install 3" HDPE Lateral Pipe	LF	5,200	\$3.85	\$20,020.00
9.	Install 4" HDPE Lateral Pipe	LF	2,300	\$5.55	\$12,765.00
10.	Install 6" HDPE Lateral Pipe	LF	6,000	\$8.35	\$50,100.00
11,	Install 8" HDPE Header Pipe	LF	3,500	\$8.70	\$30,450.00
12.	Install 10" HDPE Header Pipe	LF	600	\$11.55	\$6,930.00
13.	Install 12" HDPE Header Pipe	LF	4,200	\$13.35	\$56,070.00
14.	Install 16" HDPE Header Pipe	LF	2,400	\$15.75	\$37,800.00
15.	Install 18" HDPE Header Pipe	LF	600	\$17.60	\$10,560.00
16.	Install 20" HDPE Header Pipe	LF	400	\$19.95	\$7,980.00
17.	Install 24" HDPE Header Pipe	LF	400	\$22,65	\$9,060.00
18.	Relocate 2" HDPE Pipe	LF	400	\$2.20	\$880.00
19.	Relocate 3" HDPE Lateral Pipe	LF	640	\$3.85	\$2,464.00

Relocate 4" HDPE Lateral Pipe	LF	160	\$5.55	\$888.00
Relocate 6" HDPE Header Pipe	LF	600	\$8.35	\$5,010.00
Relocate 8" HDPE Header Pipe	LF	1,600	\$8.70	\$13,920.00
Relocate 10" HDPE Header Pipe	LF	400	\$11.55	\$4,620.00
Relocate 12" HDPE Header Pipe	LF	2,400	\$13.35	\$32,040.00
Relocate 16" HDPE Header Pipe	LF	800	\$15.75	\$12,600.00
Relocate 18" HDPE Header Pipe	LF	100	\$17.60	\$1,760.00
Relocate 20" HDPE Header Pipe	LF	100	\$19.95	\$1,995.00
Relocate 24" HDPE Header Pipe	LF	100	\$22.65	\$2,265.00
Install Well Monitoring Assembly	EA	71	\$95.00	\$6,745.00
Relocate Well Monitoring Assembly	EA	32	\$100.00	\$3,200.00
Drill Probe Boreholes Using Air Rotary Drill Rig up to 100 Feet	LF	700	\$78.00	\$54,600.00
Rig from 101 Feet up to 200 Feet	LF	300	\$95.50	\$28,650.00
Drill Probe Boreholes Using Air Rotary Drill Rig from 201 Feet up to 300 Feet	LF	200	\$97.75	\$19,550.00
Install Multi-level Probe	LF	2,000	\$28.55	\$57,100.00
Install Steel Multi-level Probe Protector	EA	20	\$695.00	\$13,900.00
Demobilization For New Construction	EA	38	\$1,450.00	\$55,100.00
Demobilization For Relocation	EA	8	\$1,450.00	\$11,600.00
Removal and Recycle/Disposal of PVC Pipe from Corona Landfill	LF	5,800	\$4.10	\$23,780.00
Disposal of Refuse from Mecca II Landfill	TON	50	\$146.00	\$7,300.00
Mecca II Compound- Supply and Install Concrete Pad	LS	1	\$16,230.00	\$16,230.00
Mecca II Compound- Supply and Install Metal Roof Structure	LS	1	\$6,650.00	\$6,650.00
Mecca II Compound- Supply and Install Chain Link Fence	LS	1	\$11,585.00	\$11,585.00
Mecca II Compound- Supply and Install 2,000-Gallon HDPE Condensate Tank	LS	1	\$22,800.00	\$22,800.00
Mecca II Compound- Supply and Install Moisture Separator	LS	1	\$18,300.00	\$18,300.00
Authorized Time and Materials Work	LS	1	\$150,000	\$150,000
	Relocate 6" HDPE Header Pipe Relocate 8" HDPE Header Pipe Relocate 10" HDPE Header Pipe Relocate 12" HDPE Header Pipe Relocate 16" HDPE Header Pipe Relocate 18" HDPE Header Pipe Relocate 20" HDPE Header Pipe Relocate 24" HDPE Header Pipe Install Well Monitoring Assembly Relocate Well Monitoring Assembly Drill Probe Boreholes Using Air Rotary Drill Rig up to 100 Feet Drill Probe Boreholes Using Air Rotary Drill Rig from 101 Feet up to 200 Feet Drill Probe Boreholes Using Air Rotary Drill Rig from 201 Feet up to 300 Feet Install Multi-level Probe Install Steel Multi-level Probe Protector Demobilization For New Construction Demobilization For Relocation Removal and Recycle/Disposal of PVC Pipe from Corona Landfill Disposal of Refuse from Mecca II Landfill Mecca II Compound- Supply and Install Concrete Pad Mecca II Compound- Supply and Install Chain Link Fence Mecca II Compound- Supply and Install Chain Link Fence Mecca II Compound- Supply and Install 2,000-Gallon HDPE Condensate Tank Mecca II Compound- Supply and Install Acca II Compound- Supply and Install 2,000-Gallon HDPE Condensate Tank Mecca II Compound- Supply and Install 2,000-Gallon HDPE Condensate Tank	Relocate 6" HDPE Header Pipe Relocate 8" HDPE Header Pipe LF Relocate 10" HDPE Header Pipe LF Relocate 12" HDPE Header Pipe LF Relocate 16" HDPE Header Pipe LF Relocate 18" HDPE Header Pipe LF Relocate 20" HDPE Header Pipe LF Relocate 24" HDPE Header Pipe LF Relocate 24" HDPE Header Pipe LF Install Well Monitoring Assembly EA Relocate Well Monitoring Assembly EA Relocate Well Monitoring Assembly Drill Probe Boreholes Using Air Rotary Drill Rig up to 100 Feet Drill Probe Boreholes Using Air Rotary Drill Rig from 101 Feet up to 200 Feet Drill Probe Boreholes Using Air Rotary Drill Rig from 201 Feet up to 300 Feet Install Multi-level Probe LF Install Steel Multi-level Probe Protector EA Demobilization For New Construction EA Removal and Recycle/Disposal of PVC Pipe from Corona Landfill Disposal of Refuse from Mecca II Landfill Mecca II Compound- Supply and Install Concrete Pad Mecca II Compound- Supply and Install Metal Roof Structure Mecca II Compound- Supply and Install Chain Link Fence Mecca II Compound- Supply and Install LS Mecca II Compound- Supply and Install 2,000-Gallon HDPE Condensate Tank Mecca II Compound- Supply and Install Acca II Compound- Supply and Install Condition HDPE Condensate Tank Mecca II Compound- Supply and Install Acca II Compound- Supply and Install Condition HDPE Condensate Tank Mecca II Compound- Supply and Install Condition HDPE Condensate Tank	Relocate 6" HDPE Header Pipe Relocate 8" HDPE Header Pipe Relocate 10" HDPE Header Pipe Relocate 12" HDPE Header Pipe Relocate 12" HDPE Header Pipe Relocate 16" HDPE Header Pipe Relocate 16" HDPE Header Pipe Relocate 16" HDPE Header Pipe Relocate 18" HDPE Header Pipe Relocate 20" HDPE Header Pipe Relocate 20" HDPE Header Pipe Relocate 24" HDPE Header Pipe Relocate 24" HDPE Header Pipe Relocate 24" HDPE Header Pipe Relocate Well Monitoring Assembly Relocate Topo Relo	Relocate 6" HDPE Header Pipe

For the Total Bid Proposal of:

TOTAL COST (State in Figures) \$ 2,416,959.00

Two million four hundred sixteen thousand, nine hundred fifty-nine dollars and zero cents (Write out Total Bid Amount in Words)

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of <u>Tetra Tech BAS</u>, <u>Inc.</u> ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

	The Bidder's employer identification number for state tax purposes is: None	A
,	The Bidder's workers' compensation insurance policy number is:	
	WC 2540616-02	, j
	and the name, address, and telephone number of the insurance carrier providing said insurance is:	18
	Aon Risk Insurance Services West, Inc.	
	707 Wilshire Blvd, Suite 2600	kew
	Los Angles, CA 90017	

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

Vehicle	Vehicle ID #	Vehicle, Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
See Attached List		BAP1857085-02	Aon Risk Insurance Services West, Inc 707 Wilshire Blvd, Suite 2600 Los Angles, CA 90017
all and an experience and all the same of the same and all the same and all the same and an experience	W. W	ferminal and the control of the cont	Maria Sanat S

4.	The following is the address of any real property that will be used to house
	workers in connection with the performance of the Work that is the subject of the
	Bidder's Bid [If no such housing will be provided, enter "none"]:
	None

ADMINISTRATIVE PROVISIONS

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

Total Number of	Total Amount of	Date(s) for
Workers	Wages	Payment of Wages
Up to 20 Workers	Up to \$1.75M	Heavy Eq Op - Week All Others - Bi-week

6.	Check	only	one	of	the	follo	wing	boxes,	as	app	lical	ol	e:
----	-------	------	-----	----	-----	-------	------	--------	----	-----	-------	----	----

- ☐ The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.
- The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.
- 7. The actual or estimated total number of persons who will be utilized as independent Contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal Contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

List of Independent Contractors	Current Local, State and Federal Contractor License Identification Number
See Attached List	The state of the s
ender many militaritarist manual militaritarist manual manual manual manual manual manual manual manual manual	
A the series of	and proper by making a medium and produce and a depth of the company of the compa
Print (vitaline didamaniya i dagiga mahini gibing daya keruntu kerana gaga milangga miyang bir asa mahanda d	Land of the man of the state of

ADMINISTRATIVE PROVISIONS

8. Check only one of the following boxes, as applicable: The statement of number of independent Contractors declared in Paragraph 7, above, is a statement of the actual number of independent Contractors that will be utilized. The actual number of independent Contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent Contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent Contractors that will be utilized, and if and when the actual number of independent Contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing. I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 5th day of March , in the year 20 21 at Diamond Bar , California. (Signature) Jeffrey M. Williams Type Name of Signer: Tetra Tech BAS, Inc. Type Name of Bidder:

Task Name	Long Task Name	Unit	License	Year	Make	Model	Group	Vin Number
06 Chevy Silverado	8B82227 2006 Chevy Silverado	Unit # 200	8B82227	2006	Chevy	Silverado	BAS Const	1GBJK34D76E207076
06 Chevy Silverado	8B82228 2006 Chevy Silverado	Unit # 201	8B82228	2006	Chevy	Silverado	BAS Const	1GBJK34D46E224272
07 Chevy Silverado	8L38887 2007 Chevy Silverado	Unit # 204	8L38887	2007	Chevy	Silverado	BAS Const	1GBHK29U57E161153
09 GMC Sierra	8V08208 2009 GMC Sierra	Unit # 205	8008208	2009	GMC	Sierra	BAS Const	1GDHK44KX9E118939
09 GMC SR25HR	8W72804 2009 GMC SR25HR	Unit # 209	8W72804	2009	GMC	SR25HR	BAS Const	1GTHK49KX9E126973
09 GMC SR25HR	8W72805 2009 GMC SR25HR	Unit # 210	8W72805	2009	GMC	SR25HR	BAS Const	1GTHK49K09E126786
12 Ford F-350	29126K1 2012 Ford F-350	Unit # 217	29126K1	2012	Ford	F-350	BAS Const	1FT8W3BT3CED09009
16 GMC Sierra	13205Z1 2016 GMC Sierra	Unit # 218	13205Z1	2016	GMC	Sierra	BAS Const	1GD22RE86GZ215518
16 GMC Sierra	13204Z1 2016 GMC Sierra	Unit # 219	13204Z1	2016	GMC	Sierra	BAS Const	1GD22RE85GZ215123
17 GMC Sierra	46988F2 2017 GMC Sierra	Unit # 220	46988F2	2017	GMC	Sierra	BAS Const	1GD52VCY8HZ345844
04 GMC Truck	7M12523 2004 GMC Truck	Unit # 311	7M12523	2004	GMC	Truck	BAS Const	1GDHC24U04E170270
13 GMC Truck	62884M1 2013 GMC Truck	Unit # 312	62884M1	2013	GMC	Truck	BAS Const	1GD22ZCG0D2363119
2020 Ford F250 Pick-up	2020 Ford F250 Pick-up AL77E53 2020 Ford F250	Unit # 224	AL77E53	2020	FORD	F-250 4X4	BAS Const	1FT7W2B69LEC20786
2015 Chevy G3500 Van	2015 Chevy G3500 Van 57566V1 2015 Chevy G3500 Van	Unit # 225	57566V1	2015	CHEVY	G3500 Van	BAS Const	1GB0G2CG8F1122421
2015 Chevy G3500 Van	2015 Chevy G3500 Van 57565V1 2015 Chevy G3500 Van	Unit # 226	57565V1	2015	CHEVY	G3500 Van	BAS Const	1GB0G2CG4F1122433
2019 Ford F-150 4x4	82369V2 2019 Ford F-150 4x4	Unit # 229	82369V2	2019	FORD	F-150 4X4	BAS Const	1FTFX1E44KKFO4291
2019 Ford F-150 4x4	82367V2 2019 Ford F-150 4x4	Unit # 230	82367V2	2019	FORD	F-150 4X4	BAS Const	1FTFX1E44KKF04288
2019 Ford F-150 4x4	82370V2 2019 Ford F-150 4x4	Unit # 231	82370V2	2019	FORD	F-150 4X4	BAS Const	1FTFX1E40KKFO4286

LIST OF SUBCONTRACTORS

The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor who specially fabricates and installs a portion of the Work or improvement, in an amount in excess of one-half (½) of one percent (1%) of the Prime Contractor's Total Bid and the portion of the Work by indicating the Item No. of the Work which will be done by each such subcontractor is as follows:

Item No. (s): 1.2, 5,6
Name of Subcontractor: SD Drilling 760.789.4935
Phone and Fax Numbers:
P. O. Roy 1818, Pamona, California 02065
Address: 1. 6. Box 1616, Namona, California 92065 Subcontractor's License No. and Classification: 958254, C57 Well Drilling
Department of Industrial Relations (DIR) Registration Number: 1000008910
Item No. (s): 1.5, 30.1, 30.2, 30.3, 31, 32
Name of Subcontractor: ABC Liovin Drilling
Phone and Fax Numbers: 562.981.8575 Address: 1180 E. Burnett St., Signal Hill, California 90755
Address: 1180 E. Burnett St., Signal Hill, California 90755
Subcontractor's License No. and Classification: 422904, C57 Well Drilling
Department of Industrial Relations (DIR) Registration Number: 1000002851
Item No. (s): 36.1, 36.4
Name of Subcontractor: RD Construction
Phone and Fax Numbers: 909.829.0967
Address: 17757 Citron, Fontana, California 92335
Subcontractor's License No. and Classification: 376705, C-8 - Concrete, B - General Building Contractor
Department of Industrial Relations (DIR) Registration Number: 1000009389

Item No. (s): 36.3
Name of Subcontractor: Valley Cities Gonzales Fence, Inc.
Phone and Fax Numbers: 951.735.1145
Address: 1338 Sixth Street, Norco, CA 92860
Subcontractor's License No. and Classification: 575325, C-13 - Fencing
Department of Industrial Relations (DIR) Registration Number: 1000001817
Item No. (s):
Name of Subcontractor:
Phone and Fax Numbers:
Address:
Subcontractor's License No. and Classification:
Department of Industrial Relations (DIR) Registration Number:
Item No. (s):
Name of Subcontractor:
Phone and Fax Numbers:
Address:
Subcontractor's License No. and Classification:
Department of Industrial Relations (DIR) Registration Number:
Item No. (s):
Name of Subcontractor:
Phone and Fax Numbers:
Address:
Subcontractor's License No. and Classification:
Department of Industrial Relations (DIR) Registration Number:

WORKERS' COMPENSATION CONTRACTOR CERTIFICATE

(Labor Code Sections 1860, 1861 & 3700)

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor shall secure compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) I For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

Labor Code Section 1861 requires each Contractor to whom a public works Contract is awarded shall sign and file with the County the following certification prior to performing the Work of the public works construction Contract:

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.

By signing this certification, the Contractor understands the requirements of and agrees to comply with the aforementioned requirements.

Name of Contractor:

TETRA TECH

By:

Title: LUCK PREC DEATT



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/04/2021

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

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

PRODUCER AON Risk Insurance Services West, Inc.	CONTACT NAME: PHONE (866) 283-7122 FAX (800) 363-010	0.5			
Los Angeles CA Office	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-010	J3			
707 Wilshire Boulevard Suite 2600	E-MAIL ADDRESS;				
Los Angeles CA 90017-0460 USA	INSURER(S) AFFORDING COVERAGE	NAIC #			
INSURED	INSURER A: Lexington Insurance Company	19437			
Tetra Tech BAS, Inc. 21700 Copley Drive, Suite 200	INSURER B: Zurich American Insurance Company	16535			
Diamond Bar, CA 91765	INSURER C: American International Group UK Limited				
	INSURER D:				
	INSURER E:				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requeste

	CEOSICIAS AND CONDITIONS OF SUCH				The second secon		Limits shown	are as requested
INSR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		(MM/DD/YYYY)	LIMITS	
В	X COMMERCIAL GENERAL LIABILITY	-		GL01817406-02	10/01/2020	10/01/2021	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	X X,C,U Coverage						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
В	AUTOMOBILE LIABILITY			BAP1857085-02	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO			l i			BODILY INJURY (Per person)	
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2540616-02		10/01/2021	X PER OTH-	
В	ANY PROPRIETOR / PARTNER / EXECUTIVE			wc1857087-02	10/01/2020	10/01/2021	E L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
Α	Contractor's Pollution Liability (Environmental			028182375 Prof/Poll Liab			Each Claim Aggregate	\$1,000,000 \$1,000,000
	Impairment Liability)			SIR applies per policy ter	ns & condi	ions		

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

Reference: Contract for Construction of Landfill Gas Collection System Components at the Badlands, Corona, Lamb Canyon, and Mecca II Sanitary Landfills and As Needed Perimeter Probe Installation 2021-2024.

County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives are included as additional insured on a primary and non-contributory basis in accordance with the policy provisions of the Commercial General Liability and Auto Liability policies. A waiver of Subrogation is included in favor of The County of Riverside in accordance with the policy provisions of the Workers' Compensation policies. Includes 30 days notice of cancellation (except 10 days for non-payment of premium). General Liability Deductible \$250,000 Per Occurrence, Automobile Liability Deductible \$250,000 Per Occurrence, Workers' Compensation Deductible \$250,000 Per Claim.

CERTIFICATE HOLDER

CANCELLATION

Riverside County Department of Waste Resources Attn: Noah Rau, PE 14310 Frederick St. Moreno Valley, CA 92553 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Rish Insurance Services West, Inc.



Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-02	10/01/2020	10/01/2021	10/01/2020	75272000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss, except where such contract or agreement is prohibited by law.	Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidate insurance program.	N/A

A. Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.



Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-02	10/01/2020	10/01/2021	10/01/2020	75272000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss, except where such contract or agreement is prohibited by law.	Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidate insurance program.	N/A

Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-02	10/01/2020	10/01/2021	10/01/2020	75272000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code)

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

 The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- **b.** You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO 1817406-02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - **c.** Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

EACH LOCATION, OTHER THAN CONSTRUCTION PROJECTS, OCCUPIED BY THE NAMED INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds:

- b. Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
 - "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: WC 2540616-02

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

POLICY NUMBER: WC 2540616-02

(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Γh	e premium for this endorsement is shown in the Schedule.
	Schedule
1.	(□) Specific Waiver
	Name of person or organization
	(⊠) Blanket Waiver
	Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver
2.	Operations:
	ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY
	WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED
	PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR
	THAT PERSON AND/OR ORGANIZATION.
3.	Premium:
٠.	The premium charge for this endorsement shall be percent of the premium developed on payroll in
	connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4.	Advance Premium:
	Tavanee Fremain.

POLICY NUMBER: WC 2540616-02

(Ed. 7-00)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: WC 1857087-02

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

Bond No.: K40165848

Premium: Include in Performance Bond

PAYMENT BOND

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors ("Board") for the County of Riverside, ("County") and TETRA TECH BAS, INC. ("Contractor)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Construction of Landfill Gas Collection System Components at the Badlands, Corona, Lamb Canyon, and Mecca II Sanitary Landfills and as needed Perimeter Probe Installation, 2021 to 2024

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, said Contractor is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550 et seq.) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Contractor and <u>FEDERAL INSURANCE COMPANY</u> ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of <u>Two Million Four Hundred Sixteen Thousand Nine Hundred Fifty-Nine and 00/100</u>

Dollars (\$\(\frac{2,416,959.00}{\}\)), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Contractor, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Contractor and Surety, 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 Contractor, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

ADMINISTRATIVE PROVISIONS

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Contractor

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Signature provisions on following page:

Affix Seal if Corporation

TETRA TECH BAS, INC.	Allix Seal II Col por atte
(Firm Name - Contractor)	
1360 Valley Vista Dr	
Diamond Bar, CA 95827	
	- 12
(Business Address)	
By	
(Original Signature)	
VICE PRESIDENT	
(Title)	
FEDERAL INSURANCE COMPANY	
(Corporation Name - Surety)	Affix Corporate Seal
202B Hall's Mill Road	
Whitehouse Station, NJ 08889	
A	
(Business Address)	
By M. M. Co.	
(Signature – Attached Notary's Acknowledgment)	
Donna Garcia, Attorney-In-Fact	
ATTORNEY-IN-FACT	

<u>Note</u>: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

ADMINISTRATIVE PROVISIONS

(Title-Attach Power of Attorney)

CALIFORNIA ALL-PURPOSE 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 Los Angeles
On before me, <u>Ethan Spector</u> , <u>Notary Public</u> , personally appeared <u>Donna Garcia</u> 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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

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 LOS Angeles Marchs, 2021 before me, Donna S. Smith, Notary Here Insert Name and Title of the Officer M. Williams personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. DONNA S. SMITH COMM. # 2203410 NOTARY PUBLIC - CALIFORNIA S LOS ANGELES COUNTY Signature My Comm. Expires JULY 28, 2021 Signature of Notary Public Place Notary Seal Above OPTIONAL -Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: ___ Document Date: _____ Number of Pages: _____ Signer(s) Other Than Named Above: _____ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: □ Corporate Officer — Title(s): □ Corporate Officer — Title(s): ___ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator Trustee Trustee ☐ Guardian or Conservator Other: ☐ Other: Signer Is Representing: _____

Signer Is Representing:



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania. do each hereby constitute and appoint Rosa E. Rivas of Irvine, California; Bernadette Aleman, Tracy Aston, Lisa Crail, Samantha Fazzini, Donna Garcia, Simone Gerhard, April Martinez, Edward C. Spector, Marina Tapia and KD Wapato of Los Angeles, California; Celeste Austria, Thomas Branigan, Catherine A. Rueter, Paul Rodriguez, Nathan Varnold and William F. Ward of San Francisco, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of December, 2019.

Daws M. Chlores

Dawn M. Chloros, Assistant Secretary

STATE OF NEW JERSEY County of Hunterdon

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On this 19th day of December, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney. being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies: and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No 2316685 Commission Expires July 16, 2024

Hut flde

Down M. Chlores

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment").

- Each of the Chairman, the President and the Vice Presidents of the Company is hereby, authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney in fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

1. Dawn M. Chloros. Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

MAR 0 4 2021









Davin M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT Telephone (908) 903-3493 Fax (908) 903-3656 e-mail_surety@chubb.com

Bond No.: K40165848 Premium: \$13,293.00

PERFORMANCE BOND

(Public Work - Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

	WHEREAS, the Board of Supervisors ("Board") for the County of Riverside, ("County")
and	ETRA TECH BAS, INC. ("Contractor)" have entered into a contract for the
	ning of all materials and labor, services and transportation, necessary, convenient, and proper
to pe	form the following project:

Construction of Landfill Gas Collection System Components at the Badlands, Corona, Lamb Canvon, and Mecca II Sanitary Landfills and as needed Perimeter Probe Installation, 2021 to 2024

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

AND, WHEREAS, said Contractor, as Principal on this Bond, is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Contractor and _______ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of _____ Two Million Four Hundred Sixteen Thousand Nine Hundred _____ Fifty-Nine and 00/100 ______), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Contractor, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Contractor and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, to:

- 1. Perform all the work required to complete the Project; and
- 2. Pay to the County all damages the County incurs as a result of the Contractor's failure to perform all the Work required to complete the Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Contractor to pay liquidated damages), all obligations during the period of any warranties and guarantees of materials and workmanship

ADMINISTRATIVE PROVISIONS

required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Contractor's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Contractor under the Contract (including without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Contractor by County under the Contract and any modifications thereto, less the amount previously paid by County to the Contractor and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Contractor in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

ADMINISTRATIVE PROVISIONS

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Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Signature provisions on following page:

H . T. .

Affix Seal if Corporation TETRA TECH BAS, INC. (Firm Name - Contractor) 1360 Valley Vista Dr Diamond Bar, CA 95827 (Business Address) (Original Signature) VICE PRESIDENT (Title) FEDERAL INSURANCE COMPANY (Corporation Name - Surety) **Affix Corporate Seal** 202B Hall's Mill Road Whitehouse Station, NJ 08889 (Business Address) $\mathbf{B}\mathbf{v}$ (Signature – Attached Notary's Acknowledgment) Donna Garcia, Attorney-In-Fact ATTORNEY-IN-FACT

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

ADMINISTRATIVE PROVISIONS

(Title-Attach Power of Attorney)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Mg 4 10 8

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 Los Angeles		
On MAR 0 4 2021 before me, Ethan Spector, Notary Public, personally appeared Donna Garcia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	\$\\\arra\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.		
State of California) County of LOS Angeles)			
On March 5, 2021 before me, Do	Here Insert Name and Title of the Officer		
personally appeared	M. Williams		
Name(s) of Signer(s)			
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph s true and correct.		
DONNA S. SMITH R COMM. # 2203410 S NOTARY PUBLIC - CALIFORNIA S	Signature Signature of Notary Public		
Place Notary Seal Above			
0	IONAL		
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.			
Description of Attached Document			
Title or Type of Document:	Document Date:		
	Named Above:		
Capacity(ies) Claimed by Signer(s)	Cignor's Namo		
Signer's Name: Corporate Officer — Title(s):	Signer's Name:		
☐ Partner — ☐ Limited ☐ General	□ Partner - □ Limited □ General		
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact		
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator		
Other:	Other:		
Signer Is Representing:	Signer Is Representing:		



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Rosa E. Rivas of Irvine, California; Bernadette Aleman, Tracy Aston, Lisa Crail, Samantha Fazzini, Donna Garcia, Simone Gerhard, April Martinez, Edward C. Spector, Marina Tapia and KD Wapato of Los Angeles, California; Celeste Austria, Thomas Branigan, Catherine A. Rueter, Paul Rodriguez, Nathan Varnold and William F. Ward of San Francisco, California

each as their true and lawful Attorney-In-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of December, 2019.

Dawn M. Chlores

Dawn M. Chloros, Assistant Secretary

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Stephen M. Haney, Vice President

















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STATE OF NEW JERSEY

County of Hunterdon

On this 19th day of December, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY Ng. 2316685 Commission Expires July 16, 2024

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or (2) otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney. in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the (4) Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

- I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that
 - the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
 - the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

MAR 04 2021











Down M. Chlores

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656