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



ITEM: 15.2 (ID # 27750) MEETING DATE: Tuesday, May 20, 2025

FROM : DEPARTMENT OF WASTE RESOURCES

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve Addenda No. 1 and 2 to the Contract Documents and Award Contract for Construction of Infrastructure Improvements Project at Riverside County Desert Landfills, District 4. [\$2,174,690 Total Cost – Department of Waste Resources Enterprise Funds 100%], (CEQA – Nothing Further Required) (4/5th Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve Addenda No. 1 and 2 to Contract Documents for Construction of Infrastructure Improvements Project at Riverside County Desert Landfills;
- 2. Waive any immaterial irregularities and accept the revised single low bid submitted by Layne Christensen Company in the amount of \$2,174,690 for Construction of the Infrastructure Improvements Project at Riverside County Desert Landfills;
- 3. Award the contract to Layne Christensen Company and authorize the Chair to execute the Construction Agreement on behalf of the Department of Waste Resources (Department);

Continued on page 2

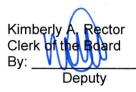
ACTION:4/5 Vote Required, Policy

ndrew Cortez

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	May 20, 2025
XC:	Waste



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

RECOMMENDED MOTION: That the Board of Supervisors:

- 4. Authorize the Department's General Manager-Chief Engineer to execute change orders to the contract as approved as to form by County Counsel, in accordance with Article 3.5 of the Public Contract Code, and the limits set forth in Section 20142 therein; and
- 5. Authorize the Purchasing Agent to issue purchase order(s) to Layne Christensen Company for construction of the Infrastructure Improvements Project at Riverside County Desert Landfills, subject to the availability of fiscal funding and not to exceed the total aggregate amount of \$2,174,690.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 1,674,690	\$ 2,174,690	\$0
NET COUNTY COST	\$0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS	und Budget Adj	ustment: No		
			For Fiscal Y 25/26	Year: 24/25 &

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary 5 1 1

On October 8, 2024, the Board of Supervisors (Board) approved the Contract Documents for Construction of the Infrastructure Improvements Project at Riverside County Desert Landfills (Project) and authorized the Department of Waste Resources (Department) to advertise for bids (Minute Order 12.1, ID#25874). On November 13, 2024, one (1) bid was received by Layne Christensen Company (Layne). After reviewing the bid results, Department staff met with representatives from Layne to discuss their understanding of the work and bid proposal in the amount of \$2,828,420, which exceeded the Department's engineer's estimate. As a result, Layne suggested reviewing its original bid proposal and providing the Department with a revised total Project cost. On December 19, 2024, Layne submitted a Schedule of Values reflecting a revised total Project cost of \$2,174,690 (a 23% reduction of \$653,730 from the originally submitted bid). This revised amount incorporated a few minor changes to the Contract Documents, which are addressed in Addendum No. 2 (Attachment G), clarifying the Contract Document modifications requested by Layne. Department staff determined Layne possesses the necessary experience and capability to perform the work, and recommends the Board approve Addenda No. 1 and 2 to the Contract Documents. County Counsel has determined that the bid documents are in substantial conformance with the bid requirements. A summary table showing the original and revised bids received by Layne, along with the Construction Agreement between the County and Layne, the required performance and payment bonds, workers compensation certificate, and certificates of insurance are attached herewith.

Prev. Agn. Ref.: M.O. 12.1 of 10/08/2024 (approval of Contract Documents)

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

California Environmental Quality Act (CEQA) Findings

On October 8, 2024, the Board found the Construction of the Infrastructure Improvements Project at Riverside County Desert Landfills (Project) exempt from CEQA and approved the Project. A Notice of Exemption (NOE) was filed on October 8, 2024, 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 from CEQA pursuant to sections 15301 (Existing Facilities), 15302 (Replacement/Reconstruction), 15303 (New Construction or Conversion of Small Structures), and 15311 (Accessory Structures). The proposed contract work is located within the permitted landfill disturbance areas and will not have a direct, indirect, or cumulatively significant effect on the environment. The 35-day statute of limitations for review and comment has expired, with no comments or challenges to the NOE received.

This 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

Construction of groundwater monitoring wells at Blythe Landfill protects the environment, provides long-term public health, and provides safety to the surrounding communities. Replacement of the non-potable water production well and installation of a new storage tank are cost-effective measures to re-establish an on-site water source to provide Blythe Landfill with fire protection system and maintain dust control efforts to protect air quality for the surrounding area. The fencing improvements will protect County assets from vandalism and burglary at both Blythe and Oasis landfill sites. Proposed concrete recycling pads at both sites will provide residential customers with a designated paved surface to drop off their recyclable materials and will help promote recycling efforts at these sites.

Additional Fiscal Information

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

Contract History and Price Reasonableness

Due to the limited number of bids received, the Department contacted MDB General Engineering, a contractor who is currently working on a Site Improvements project for the Department, to request an estimate for constructing the Project. MDB submitted an estimate of \$3,445,149, which was 22% more than Layne's original bid. The Department believes the total cost of the Project is higher than originally anticipated due to the remote locations of Blythe and Oasis landfills. Based on Layne's original Total Bid Cost and MDB's estimate, the Department deems Layne's revised bid amount reasonable.

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

ATTACHMENTS:

ATTACHMENT A: Bid Summary ATTACHMENT B: Construction Agreement ATTACHMENT C: Performance and Payment Bonds ATTACHMENT D: Certificates of Insurance ATTACHMENT E: Workers' Compensation Contractor Certificate ATTACHMENT F: Declaration of Sufficiency of Funds ATTACHMENT G: Contract Addenda No. 1 and 2

ason Farin, Principal Policy Analyst

5/14/2025

ron X

5/8/2025

ATTACHMENT A Bid Summary

(This page left intentionally blank)

Riverside County Department of Waste Resources Infrastructure Improvements Project at Riverside County Desert Landfills Project Cost Comparison

	Contractor	Bid Amount
1	Layne Christensen Company (Original Bid Submitted on 11/13/2024)	\$2,828,420.00
2	Layne Christensen Company (Revised Project Cost Submitted on 12/19/2024)	\$2,174,690.00
3	MDB General Engineering (Estimate submitted on 01/21/2025)	\$3,445,149.35

(This page left intentionally blank)

ATTACHMENT B Construction Agreement

(This page left intentionally blank)

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of <u>April 22, 2025</u> and is by and between the COUNTY OF RIVERSIDE, through its Department of Waste Resources, a political subdivision of the State of California, (County) and <u>Layne Christensen Company</u>, a <u>Delaware corporation</u> (Contractor). The indemnity and insurance obligations of Contractor, as set forth in **Article 9** and **Section 5-3** of the General Provisions, shall commence upon execution of this Agreement.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

- 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, <u>INFRASTRUCTURE IMPROVEMENTS PROJECT AT RIVERSIDE COUNTY DESERT</u> <u>LANDFILLS</u> (the "Project"), 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, except Change Orders and Construction Change Directive issued after execution of this Agreement, are enumerated as follows:
 - (a) Construction Agreement, including:
 - a. Exhibit A, Bidder's completed Bid Item List, Performance Bond, Payment Bond, List of Subcontractors, and Non-Collusion Declaration,
 - b. Exhibit B, Workers' Compensation Contractor Certificate,
 - c. Exhibit C, Declaration of Sufficiency of Funds,
 - d. Exhibit D, Evidence of Insurance,
 - e. Exhibit E, Schedule of Values,
 - (b) Administrative Provisions;
 - (c) General Provisions;
 - (d) Special Provisions; and
 - (e) Detailed Provisions for the **Project**;
 - (f) Appendix A Fugitive Dust Control Requirements;
 - a. Appendix A-1: Mojave Desert Air Quality Management District (MDAQMD) Rule 403 Fugitive Dust Control Requirements
 - b. Appendix A-2: South Coast Air Quality Management District (SCAQMD) Rule 403 & 403.1 (Supplemental for Coachella Valley) Fugitive Dust
 - (g) Appendix B Landfill Site Rules;
 - (h) Appendix C Project Drawings;
 - (i) Appendix D Existing Site Groundwater Data;
 - (j) Standard Specifications for Public Works Construction, Latest Edition, with Amendments ("Standard Specifications" or "Greenbook");
 - (k) Any other documents included in or incorporated into the Contract Documents;
 - (l) Addenda Nos. <u>1 and 2;</u>
 - (m) Orders, instructions, drawings and plans issued by County during the course of the Work in accordance with the provisions of the Contract Documents.

Each of the listed 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.

The following are not considered Contract Documents and stand alone:

- Payment Bond and Performance Bond
- Escrow Agreement (optional)
- **3.** Precedence of the Contract Documents. In the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by County in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence. The order of precedence, from highest to lowest, shall be as follows:
 - Permits issued by jurisdictional regulatory agencies.
 - Change Orders, Construction Change Directives and/or Supplemental Agreements, or Addenda to any of the Contract Documents; whichever occurs last.
 - Construction Agreement.
 - Detailed Provisions.
 - Special Provisions.
 - Administrative Provisions.
 - General Provisions.
 - Project Drawings and Specifications as listed in Appendix C.
 - Standard Drawings.
 - Reference Specifications.

Detail drawings shall take precedence over general drawings.

4. Notice to Proceed. The County will not issue the Notice to Proceed before the Contractor submits the Performance Bond, Payment Bond, certificates of insurance, construction schedule, Schedule of Values, Public/Site Safety Plan, and Project-specific Storm Water Pollution Prevention Plans (SWPPP) supplement, and attends the mandatory pre-construction meeting. After receipt of the construction schedule, Public/Site Safety Plan, and Project specific SWPPP supplement, the County will review said documents and provide appropriate comments. The Contractor will be required to address all comments from the County and resubmit within five (5) Working Days.

5. Contract Time for Completion and Liquidated Damages. The Contractor shall diligently and continuously prosecute the entire Project to Final Completion before the expiration of 120 Working Days from the date of the Contractor's receipt of the Notice to Proceed, as may be modified by a Change Order or Construction Change Directive. The number of Working Days charged to the Contractor shall be as set forth in Section 4.2 of the Special Provisions. The length of each Working Day shall be from 7:00 AM to 3:30 PM, including one hour for lunch break, as stated in Detailed Provisions, Section 01 1400, 1.04.A.1, unless otherwise approved in writing by the County.

The following days have been designated by the County as Legal Holidays:

 January 1st Third Monday in January February 12th Third Monday in February Last Monday in May June 19th July 4th First Monday in September Second Monday in October November 11th Fourth Thursday in November Fourth Friday in November December 25th December 26th 	New Year's Day Martin Luther King, Jr. Birthday Abraham Lincoln's Birthday George Washington's Birthday (observed) Memorial Day Juneteenth Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day Day after Thanksgiving Day Christmas Day Day after Christmas
---	---

For a Legal Holiday that falls on a Saturday, both the Saturday and the preceding Friday shall be considered Legal Holidays. For a Legal Holiday that falls on a Sunday, both the Sunday and following Monday shall be considered Legal Holidays.

The Contractor shall not be permitted to work on days designated by the County as Legal Holidays unless the Contractor submits a written request to work and the request is approved in writing by the County. All Contractor requests to work on designated Legal Holidays shall be submitted at least seven (7) calendar days prior to the requested date(s).

It is agreed by the parties to the Contract that in the case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of Working Days as set forth in this Agreement, damage will be sustained by the County, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the County the amounts set forth in Section **4.2** of the Special Provisions for each and every calendar days delay in finishing the Work in excess of the number of Working Days prescribed above as liquidated and agreed damages; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203.

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. County may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the County's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor County's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of County's right to liquidated damages.

County's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) County's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which County has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit County's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6. Contract Price and Payment.

- 6.1 **Contract Price.** The Contract Price is the total aggregate amount of the Contractor's Total Bid Proposal based on the estimated quantities listed in the Bid Proposal as set forth in the award of the Contract approved by the County's Board of Supervisors. The estimated quantities will not govern final payment. The Contractor will receive and accept and the County will pay the Unit Prices and lump sum prices only for actual quantities of installed items constructed in accordance with the Contract Documents specified in the attached Bid Item List which is incorporated herein by reference as Exhibit A, as full compensation for the Contractor's full performance of the Contract including furnishing all labor, materials, and equipment for doing all the Work contemplated and embraced in this Agreement. Upon completion of the Work, if the actual installed quantities show either an increase or decrease from the estimated quantities in the Bid Proposal, the Unit Prices (including lump sum prices) will prevail.
- 6.2 **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the County, the County shall make payments to the Contractor in accordance with **Article 7** of the General Provisions.

ADMINISTRATIVE PROVISIONS

7. Bonds. The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the County. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the County and the County's separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the County in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all Claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the County. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the County.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the County, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the County, provide written documentation to the Satisfaction of the County that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the County.

ADMINISTRATIVE PROVISIONS

14310 Frederick Street Moreno Valley, CA 92553 By: Andy Cortez General Manager – Chief Engineer	Date: 5/12/25
COUNTY OF RIVERSIDE By: V. Manuel Perez Chair, Board of Supervisors	Date: <u>MAY 2 0 2025</u>
ATTEST: By: Kimberly Restor Clerk of the Board DEPUTY	Date: MAY 2 0 2025

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES



CONTRACTORS LICENSE NOTICE

By: Whitney Mano, Deauty CLERK, FOR

Kimberly Rector

(Seal)

Deputy

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

Layne Christensen Company CONTRACTOR

Name: Todd Howard

Title: General Manager
(If corporation, attach corporate seal)

License No.: 510011

Federal Tax I.D. No.: 48-0920712

Date: April 22, 2025

Date: MAY 2 0 2025

ADMINISTRATIVE PROVISIONS

INFRASTRUCTURE IMPROVEMENTS PROJECT RIVERSIDE COUNTY DESERT LANDFILLS PD#350446

EXHIBIT A

(Construction Agreement for the Riverside County Department of Waste Resources, <u>INFRASTRUCTURE</u> <u>IMPROVEMENTS PROJECT AT RIVERSIDE COUNTY DESERT LANDFILLS</u>, located in Riverside County, California.)

It is understood that the quantities listed in this Bid Proposal (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. Notwithstanding anything to the contrary in the Contract Documents, Contractor will not be entitled to an adjustment of any unit cost, except as expressly agreed to in writing by the County, which agreement shall be within the County's sole and absolute discretion.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$189,670.00	\$189,670.00
2	Demobilization (Min. 0.5% of Contract Price)	LS	1	\$92,640.00	\$92,640.00
	Blythe Sar	nitary Lan	ndfill		
3	Modify Existing Groundwater Production Wellhead	LS	1	\$70,760.00	\$70,760.00
4	Drill and Develop Two (2) Groundwater Monitoring Wells	LS	1	\$344,570.00	\$344,570.00
5	Drill, Develop, and Test Groundwater Production Well	LS	1	\$288,400.00	\$288,400.00
6	Furnish and Install New Submersible Vertical Turbine Pump System	LS	1	\$271,010.00	\$271,010.00
7	Furnish and Install New 12,000-Gallon Portable Water Tower with Automatic Fill	LS	1	\$226,420.00	\$226,420.00
8	Remove and Replace Existing Chain Link Fencing and Swing Gates	LS	1	\$80,920.00	\$80,920.00
9	Construct Reinforced Concrete Structures	LS	1	\$120,660.00	\$120,660.00
Oasis Sanitary Landfill					
10	Remove Existing Chain Link Fencing and Swing Gates and Replace with New Welded Steel Fencing and Gate	LS	1	\$150,010.00	\$150,010.00
11	Construct Reinforced Concrete Structures	LS	1	\$75,410.00	\$75,410.00
12	Remove Existing Waste Recycle Area	LS	1	\$17,890.00	\$17,890.00
13	Provide Electrical Service to Existing Field Office Container	LS	1	\$196,330.00	\$196,330.00
14	Authorized Time and Materials (T&M)	LS	1	\$50,000.00	\$50,000.00

For the Total Bid Proposal of: TOTAL COST (State in Figures)

\$ 2,174,690.00

<u>Two million, one hundred seventy-four thousand, six hundred ninety dollars</u> (Write out Total Bid Amount in Words), subject to additions and deductions as provided for in this Agreement.

ADMINISTRATIVE PROVISIONS

(This page left intentionally blank.)

ATTACHMENT C Performance and Payment Bonds

(This page left intentionally blank)

Bond No's: Travelers: 108152008 Federal: K42046899 CNA: 30241561

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

Construction of INFRASTRUCTURE IMPROVEMENTS PROJECT at RIVERSIDE COUNTY DESERT LANDFILLS

("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 <u>America</u>^{Travelers Casualty and Surety Company of} ("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 One Hundred Seventy Four Thousand Six Hundred Ninety 00/100</u> Dollars (\$2,174,690.00 ______), 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, 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 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 obligations shall hold good and remain in effect for a period equal to the warranty and/or guarantee periods of the Contract, during which time Surety's obligations 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 take one of the following actions:

- (1) 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) to be secured with performance and payment bonds extended by a qualified surety equivalent to the "Balance of the bonds issued on the Construction Contract and pay to the County the amount of damages in excess of the Balance of the Contract Price (as hereinafter defined) incurred by the County as a result of the Contractor Default; or
- (2) Waive its right to arrange for completion of the Work and pay to the County the amount of damages in excess of the Balance of the Contract Price incurred by the County as a result of the Contractor Default, subject to the penal amount of this bond as set forth above.

If the Surety elects to complete the Contract Subject to the commitment by the County to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for (a) the responsibilities of the Contractor for correction of defective Work and completion of the Construction Contract; (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety; and (c) liquidated damages caused by delayed completion of the Work.

The term "**Balance of the Contract Price**," as used herein, 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 or deduct from payment under the terms of the Contract and Applicable Law.

If the Surety does not proceed as provided above with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the County to the Surety demanding that the Surety perform its obligations under this Bond, and the County shall be entitled to enforce any remedy available to the County.

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 County, 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.

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:

Layne Christensen Company (Firm Name – Contractor)

585 West Beach Street, Watsonville, CA 95076

(Business Address) By (Original Signature Attached Notary's Acknowledgment) nera IYA

(Title)

Travelers Casualty and Surety Company of America*

(Corporation Name - Surety)

Affix Corporate Seal

Affix

1 Tower Square Hartford, CT 06183***

(Business Address) By

(Signature – Attached Notary's Acknowledgment) Isabel Barron ATTORNEY-IN-FACT (Title-Attach Power of Attorney)

> *Federal Insurance Company The Continental Insurance Company Jointly and Severally Liable **Indiana, Pennsylvania, respectively ***Whitehouse Station, NJ, Chicago, IL, respectively

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

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 ofSan Bernardino) OnApril 22, 2025before me,Tisha Lucero, Notary Public (insert name and title of the officer) personally appearedTodd Howard 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	ACKNOWLEDGMENT	
On <u>April 22, 2025</u> before me, <u>Tisha Lucero, Notary Public</u> (insert name and title of the officer) personally appeared <u>Todd Howard</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 State of California that the foregoing	certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or	
personally appeared <u>Todd Howard</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 State of California that the foregoing	State of California County of San Bernardino)	
personally appeared <u>Todd Howard</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 State of California that the foregoing	OnApril 22, 2025 before me,Tisha Lucero, Notar	y Public
paragraph is true and correct	personally appeared <u>Todd Howard</u> who proved to me on the basis of satisfactory evidence to be the pers subscribed to the within instrument and acknowledged to me that he/s his/her/their authorized capacity(ies), and that by his/her/their signatu person(s), or the entity upon behalf of which the person(s) acted, exer	on(s) whose name(s) is/are she/they executed the same in re(s) on the instrument the cuted the instrument.
WITNESS my hand and official seal. Signature Aba	paragraph is true and correct. WITNESS my hand and official seal.	TISHA LUCERO Notary Public - California San Bernardino County Commission # 2483840

Jordanska Broker Backer B. St. Back along

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.	ACKNOWLEDG	MENT
State of California County of <u>Santa Cruz</u>)	
On April 21, 2025	before me, <u>Mari</u> (ir	ella Rubio, Notary Public nsert name and title of the officer)
subscribed to the within instru his/her/their authorized capac	s of satisfactory evidenc ment and acknowledged ty(ies), and that by his/h	e to be the person(s) whose name(s) is/are I to me that he/she/they executed the same in her/their signature(s) on the instrument the on(s) acted, executed the instrument.
I certify under PENALTY OF F paragraph is true and correct.	'ERJURY under the law	s of the State of California that the foregoing
WITNESS my hand and officia	ıl seal.	MARIELLA RUBIO COMM. #2410765 Notary Public - California Santa Cruz County My Comm. Expires July 14, 2026
Signature Mariella Rubio, No		eal)

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

Construction of INFRASTRUCTURE IMPROVEMENTS PROJECT at RIVERSIDE COUNTY DESERT LANDFILLS

("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;

N	OW 7	HEREFC	ORE, we	the	Contractor	and Travel	ers Casual	ty and Surety Company of America	a* ("Surety"), an
admitted s	urety i	nsurer put	rsuant to	Code	of Civil Pre	ocedure, S	ection	995.120, are held and fi	rmly bound unto
County	in	the	e p	enal	sum	of			
Two Mill	ion Or	ne Hundre	d Seventy	Four	Thousand	Six Hundi	ed Nin	ety 00/100	Dollars
(\$2,174,69	0.00), this ar	nount	being not	less than	one hu	indred percent (100%)	of the total sum
payable by	Coun	ty under t	he Contra	act at t	he time the	e Contract	is awa	rded by County to the C	ontractor, lawful
money of t	he Uni	ited States	of Amer	ica, for	the payme	ent of whic	h sum	well and truly to be mad	e, 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.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Contract between Contractor and the County. Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Labor and Materials Payment Bond shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

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.

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 Corporate Seal

Layne Christensen Company (Firm Name – Contractor)

585 West Beach Street, Watsonville, CA 95076

(Business Address) By (Original Signature – Attached Notary's Acknowledgment) Ceneral Manager (Title)

Travelers Casualty and Surety Company of America* (Corporation Name – Surety)

1 Tower Square Hartford, CT 06183***

(Business Address) By (Signature Attached Notary's Acknowledgment)

Isabel Barron ATTORNEY-IN-FACT (Title-Attach Power of Attorney)

> *Federal Insurance Company The Continental Insurance Company Jointly and Severally Liable *Indiana, Pennsylvania, respectively ***Whitehouse Station, NJ, Chicago, IL, respectively

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

ACKNOWLEDGMENT					
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.					
State of California County ofSan Bernardino)					
On April 22, 2025 before me, Tisha Lucero, Notary Public (insert name and title of the officer)					
personally appeared <u>Todd Howard</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 State of California that the foregoing paragraph is true and correct.					
WITNESS my hand and official seal. Signature ASM AUCUCO (Seal)					

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.	ACKNOWL	EDGMENT
State of California County of <u>Santa Cruz</u>)	
On April 21, 2025	before me, _	Mariella Rubio, Notary Public (insert name and title of the officer)
subscribed to the within instru- his/her/their authorized capac person(s), or the entity upon b	is of satisfactory ev iment and acknow ity(ies), and that b behalf of which the	vidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF I paragraph is true and correct.		ne laws of the State of California that the foregoing
WITNESS my hand and offici	al seal.	MARIELLA RUBIO COMM. #2410765 Notary Public - California Santa Gruz County My Comm. Expires July 14, 2026
Signature <u>Mariella</u> Rubio, N	otary Public	(Seal)



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Isabel Barron of WATSONVILLE their true and lawful Attorney(s)-in-Fact to sign, execute, seal and California

acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

Bv

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

-PUELIC

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of April , 2025



Kevin E. Hughes, Assistant Secretary

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

CHUBB

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 Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Isabel Barron, John D. Gilliland, Maria Gomez, William Phillips, Jr., Roberto J. Rivera-Rodriguez, Mariela Rubio, Ashley Stinson and Tobi Telesco of Watsonville, 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 15th day of July, 2024.





Jaum Leel

Warren Eichhorn, Vice Presiden



STATE OF NEW JERSEY County of Hunterdon

On this 15th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, 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 Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for 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



SS

Albert Contursi NOTARY PUBLIC OF NEW JERSEY No 50202369 ission Expires August 22.2027

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 (1)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 otherwise, (2) 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 (3)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
- 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 C (5) 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 persor Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTC 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, (ii)
 - the foregoing Power of Attorney is true, correct and in full force and effect.

21st day of April, 2025. Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Rupert HD Swindells, 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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D. Gilliland, Ashley Stinson, Tobi Telesco, Isabel Barron, Roberto J. Rivera-Rodriguez, Maria Gomez, Mariela Rubio, William Phillips, Jr., Individually

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2024.





Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of June, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls. State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company



My Commission Expires March 2, 2026

M Rent

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of April 2025.



The Continental Insurance Company

Kolory Paula Kolsrud

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

(This page left intentionally blank.)

ATTACHMENT D Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/2025

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).										
	DUCER LIC #0C36861			5-403-1491	CONTA	CT	rly Leikam			
10.000000000000000000000000000000000000	iant Insurance Services, Inc.				NAME: PHONE	415 44	03-1491	FAX (A/C, No): 41	5-8	74-4818
560	Mission Street, 6th Floor				(A/C, No E-MAIL ADDRE		am@alliant			
						and the second se		RDING COVERAGE		NAIC #
	Francisco, CA 94105 USA					RA: TRANSP				20494
INSU Layı	RED ne Christensen Company					RB: VALLEY				20508 20443
585	West Beach Street				INSURE					
					INSURE	RE:				
	sonville, CA 95076 USA				INSURE	RF:				
	/ERAGES CER IIS IS TO CERTIFY THAT THE POLICIES			NUMBER: 751933095				REVISION NUMBER:	POL	
IN CE	IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH		AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN ED BY	Y CONTRACT THE POLICIE	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT	TON	NHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY	X	x	GL2074978689		10/01/23	10/01/26	DAMAGE TO RENTED		00,000
	X CLAIMS-MADE X OCCUR								Nil	
	X Contractual Liab Incl									00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								10,	000,000
	POLICY X PRO- JECT X LOC							PRODUCTS - COMP/OP AGG \$	2,0	00,000
	OTHER:							\$		
в		x	x	BUA2074978692		10/01/23 10/0	10/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$	2,0	00,000
	X ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per accident) \$			
	AUTOS ONLY AUTOS						PROPERTY DAMAGE			
	AUTOS ONLY AUTOS ONLY							(Per accident) \$		
С	X UMBRELLA LIAB X OCCUR			CUE2068209453		10/01/24	10/01/25	EACH OCCURRENCE \$	8,0	00,000
	X EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ Nil							AGGREGATE \$	8,0	00,000
в	WORKERS COMPENSATION		x	WC274978630 (CA)		10/01/24	10/01/25	X PER OTH- STATUTE ER		
A	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE		x	WC274978644 (StopGap)		10/01/24	10/01/25		2,0	00,000
A	(Mandatory in NH)	N/A	x	WC274978644 (AOS)		10/01/24	10/01/25	E.L. DISEASE - EA EMPLOYEE \$	2,0	00,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									00,000
-	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC							ed)		
Re:	Infrastructure Improvements erside County and its officer	Proj	ect	at Riverside County	Dese:	rt Landfil	dditional	Insured as remuired b	v w	ritten
	executed agreement per the a									LICCON
sub	rogation apply. Umbrella cove	rage	fo	llows form over unde	rlyin	g GL, Auto	& Employe	rs Liability coverage	es &	forms.
20	Days Written Notice of Cancel	1	07	for Non-Peroval and	10 0-	Ve Notice	of Cancell	ation for Non-Payment	of	Premiume
	Days written Notice of Cancel Per ISO Form CG 0001 10/01; A					AP NOLICE	or cancerr	acton for Mon-rayment		emit ding
CEF	RTIFICATE HOLDER				CAN	CELLATION				
Riverside County SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN										
Department of Waste Resources ACCORDANCE WITH THE POLICY PROVISIONS. 14310 Frederick Street AUTHORIZED REPRESENTATIVE										
								l Sillih P		
MOT	eno Valley , CA 92553		υ	SA			-			
								ORD CORPORATION. AI	l rigi	nts reserved.
ttag	ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD ttaganap 751933095									

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE 04/23/2025

NAME OF INSURED: Layne Christensen Company

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.



BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations

(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations

(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II Who Is An Insured is amended to include as an additional insured:
 - 1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
 - 2. The particular person or organization, if any, scheduled above.
- **B.** The insurance provided to the additional insured is limited as follows:
 - 1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - **a.** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - **b.** "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 - 2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph B.1. above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
 - 3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That required by the "written contract";
 - c. That described in B.1. above; or
 - d. That afforded to you under this policy,

whichever is less.

4. Notwithstanding anything to the contrary in Condition 4. Other Insurance (Section IV), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or



any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

- 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - **a.** The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - **b.** Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

D. Only for the purpose of the insurance provided by this endorsement, SECTION V – DEFINITIONS is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"

for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Mus	t Be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy			
ENDT. NO.	POLICY NO.	ISSUED TO:	EFFECTIVE DATE OF THIS		
26	GL 2074978689	Granite Construction Incorporated	ENDORSEMENT: 10/01/23		



POLICY NUMBER: GL2074978689 EFFECTIVE: 10/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

- 1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.
- 2. Address: Per Certificates of Insurance on file with the broker.
- 3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations

Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

- 1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Insured Name: Granite Construction Incorporated

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: Granite Construction Incorporated

Endorsement Effective Date: 10/01/2023

SCHEDULE

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

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation or Material Change – **Designated Person or Organization**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

- 1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.
- 2. Address: Per Certificates of Insurance on file with the broker.
- 3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
 the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- · the number of days required in a written contract

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must	Be Completed	Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy			
ENDT. NO.	POLICY NO.	ISSUED TO:	EFFECTIVE		
19	BUA 2074978692	Granite Construction Incorporated	DATE OF THIS ENDORSEMENT 10/01/2023		
EA/M19BB18	A	Countersigned by Authorized Representa G-39543A	tive		



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One** - **Workers' Compensation Insurance G. Recovery From Others** and **Part Two** - **Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

 Form No: G-19160-B (11-1997)

 Endorsement Effective Date:

 Endorsement Expiration Date:

 Endorsement No: 6; Page: 1 of 1

 Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 74978630 Policy Effective Date: 10/01/2024 Policy Page: 53 of 83

© Copyright CNA All Rights Reserved.



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.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Policy No: WC 2 74978644 Policy Effective Date: 10/01/2024 Policy Page: 296 of 442

Copyright 1983 National Council on Compensation Insurance.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract
- 2. Notice will be mailed to:

Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

Address: Per Certificates of Insurance on file with the broker

 This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

 Endorsement Effective 10-1-24

 Policy No. WC274978630

 Valley Forge Insurance Company

 WC274978644

 Transportation insurance Company

WC 99 06 06 G-20472-A (Ed. 10/93)

ATTACHMENT E Workers' Compensation Contractor Certificate

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 its employees.
- (c) For any county, city, 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:	Layne Christensen Company
By:	Todd Howard
Date:	April 22, 2025
Title:	General Manager

ATTACHMENT F Declaration of Sufficiency of Funds

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of <u>Layne Christensen Company</u> ("Contractor") with authority to make the statements contained in this Declaration on behalf of Contractor, hereby declare the following:

1. The Contractor's employer identification number for state tax purposes is:

247-53949

2. The Contractor's Workers' Compensation insurance policy number is:

WC274978630

and the name, address, and telephone number of the insurance carrier providing said insurance is:

Valley Forge Insurance Company

CNA Plaza, Chicago, IL 60685

3. The following information is provided concerning any and all vehicles that are owned by the Contractor 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 Contractor'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)		
TBD	TBD	BUA2074978692	Valley Forge Insurance Company		
			CNA Plaza, Chicago, IL 60685		

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 Contractor's Bid [If no such housing will be provided, enter "none"]:

1717 W. Park Ave.

Redlands, CA 92373

INFRASTRUCTURE IMPROVEMENTS PROJECT RIVERSIDE COUNTY DESERT LANDFILLS PD#332513v1 ADMINISTRATIVE PROVISIONS

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Contractor'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 Workers	Total Amount of Wages	Date(s) for Payment of Wages		
8	\$379,444	6/6/2025-10/3/2025		

6. Check only one of the following boxes, as applicable:

- □ 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 Contractor'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 Contractor'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		
Harder Concrete Breaking	747952		
Regan Paving	538134		
Valley Cities Fence	575325		

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 Contractor'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 Contractor in writing.

I, the unde	rsigned, declare un	der penalty of perju	iry that the forego	oing statement	s are within	i my personal
knowledge and are	true and correct.	Executed on this	22nd	day of	April	, in the
year 2025 at	Redlands		, California.			
		- 11				
		The	1			
		(Signa	ture)			
	_					

Todd Howard, General Manager Print Name of Signer:

Layne Christensen Company Print Name of Contractor:

ATTACHMENT G Contract Addendum No. 1 and 2



Andy Cortez, General Manager-Chief Engineer

ADDENDUM NO. 1

TO CONTRACT DOCUMENTS FOR

Infrastructure Improvements Project at Riverside County Desert Landfills November 6, 2024

This Addendum to the Contract Documents for the Infrastructure Improvements Project at Riverside County Desert Landfills is issued by the Riverside County Department of Waste Resources for the County of Riverside ("County").

Per the Notice Inviting Bids in the Administrative Provisions section of the Contract Documents, all questions and requests for clarification or interpretation of the Contract Documents must be submitted in writing by 5:00 PM (PST) on Friday, November 1, 2024. This document addresses all the questions received prior to and up to the specified deadline. Questions received from Contractors shall be denoted in *bold italic font*.

Q1: We noticed for this project you have specified Euco QwikJoint as the joint filler and we were wondering if you would consider adding our polyurea joint filler, Hi-Tech PE85 MI, as an alternative in the project specifications or approve it as an "equal" substitution?

A1: The scope of the project includes the construction of an exterior reinforced concrete pad subject to heavy traffic loads and constant sun exposure. Not all products listed in the Contract Documents may be applicable to this scope of work. If your product is intended for this type of application, then it may be acceptable with appropriate documentation during the construction submittal process.

Q2: Can drill cuttings be spread on site, or do they need to be stockpiled?

A2: All drill cuttings produced as a result of drilling may be deposited directly into the Borrow Area (refer to attached revised Project Drawings Sheets 4 and 6 for location of Borrow Area) or stockpiled onsite in accordance with the Contract Documents, Detail Provisions, Section 33 1114, 3.02 F.

Q3: Does drill mud need to be contained and hauled?

A3: All drill mud produced, as a result of drilling, may be hauled and deposited directly into the Borrow Area (refer to attached revised Project Drawings Sheets 4 and 6 for location of Borrow Area) or placed in containers in accordance with the Contract Documents, Detail Provisions, Section 33 1114, 3.02 G.

Q4: Will Riverside County take care of all cuttings and fluid disposal from the drilling activities?

A4: The RCDWR will dispose of all stockpiled cuttings not directly deposited into the Borrow Area (refer to attached revised Project Drawings Sheets 4 and 6 for location of Borrow Area) by the Contractor. All fluids produced as a result of drilling may be deposited directly into the Borrow Area or temporarily contained by the Contractor in holding tanks in accordance with the Contract Documents, Detail Provisions, Section 33 0111, 3.03. The RCDWR shall be responsible for the final disposal of the development water.



Andy Cortez, General Manager-Chief Engineer

Q5: To clarify, Riverside County has rights to the water in the nearby canal, and the contractor can draw from the canal free of charge?

A5: Yes, the County of Riverside has an agreement that allows for the use of water from the canal for all landfill operation activities including the work performed under this Contract. The Contractor shall be allowed to draw water from the canal free of charge for all water requirements included in this Contract.

Q6: Monitoring Well #2 proposed location would need to be graded prior to drill rig mobilization. Who will be responsible for that, contractor or Riverside County?

A6: The County will take care of rough grading prior to mobilization by the Contractor. The County will ensure appropriate access is made available to all well locations.

Q7: Will Riverside County provide any fill dirt necessary to pour concrete pad at Blythe Sanitary Landfill?

A7: The RCDWR will provide any necessary fill dirt as needed for the construction of the concrete pad.

Q8: As discussed during the pre-bid, the CNG-powered water trucks the County utilizes need 14' of clearance to water up. The portable water tower pad will need to be built up an additional two feet to accommodate this. Will Class II base be acceptable for the pad? Also, the plans don't show this addition, but we would also recommend a concrete head wall on the spout end to prevent splashing and erosion of the pad. Is this something that can be specified before the due date?

A8: Per the Contract Documents, the final height clearance for the portable water tower must be a minimum of 14 feet. If the portable water tower on its own cannot meet the 14-foot height requirement, then a pad shall be constructed per the water tower manufacturer's recommendations. The use of Class II base will be determined by the water tower manufacturer. The Contractor's construction cost of the pad, if required, shall be included in Bid Item No.7. A concrete headwall is not required or included in the Contract Documents; however, if the RCDWR deems a headwall is necessary then it may be added during construction and paid under Bid Item No. 14 "Authorized Time and Materials (T&M)."



Andy Cortez, General Manager-Chief Engineer

All other terms of the Contract Documents remain unchanged and in effect.

NOTE:

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

Riverside County Department of Waste Resources

Eduardo Castellanos Principal Engineer Riverside County Department of Waste Resources

<u>List of Attachments:</u> Attachment 1 - Pre-Bid Meeting Sign-in Sheet Attachment 2 - Revised Project Drawings Sheets 4 and 6

PD# 343426(word) PD# 343427(PDF)

Attachment 1

Pre-Bid Meeting Sign-in Sheet

Infrastructure Improvements Project at Riverside County Desert Landfills Non-mandatory Pre-Bid Meeting Sign-in Sheet

Monday, October 28, 2024, at 9:30 a.m.

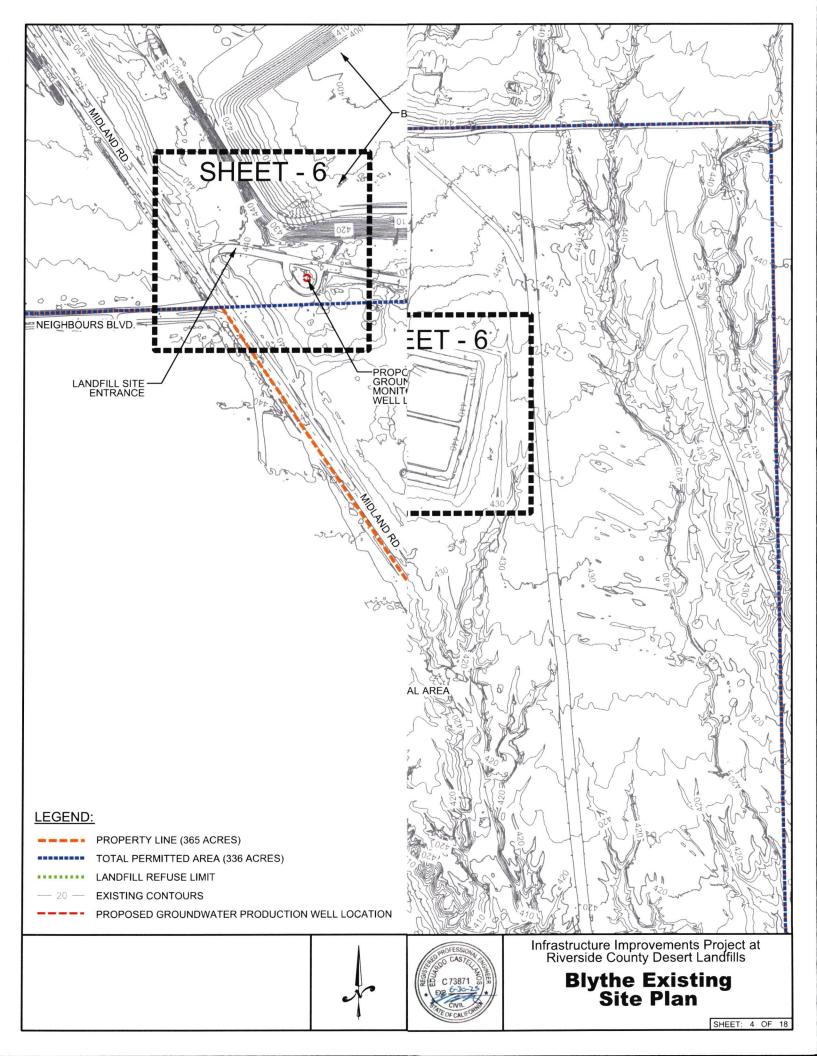
Digital files of Contract Documents including Project Drawings are available at:

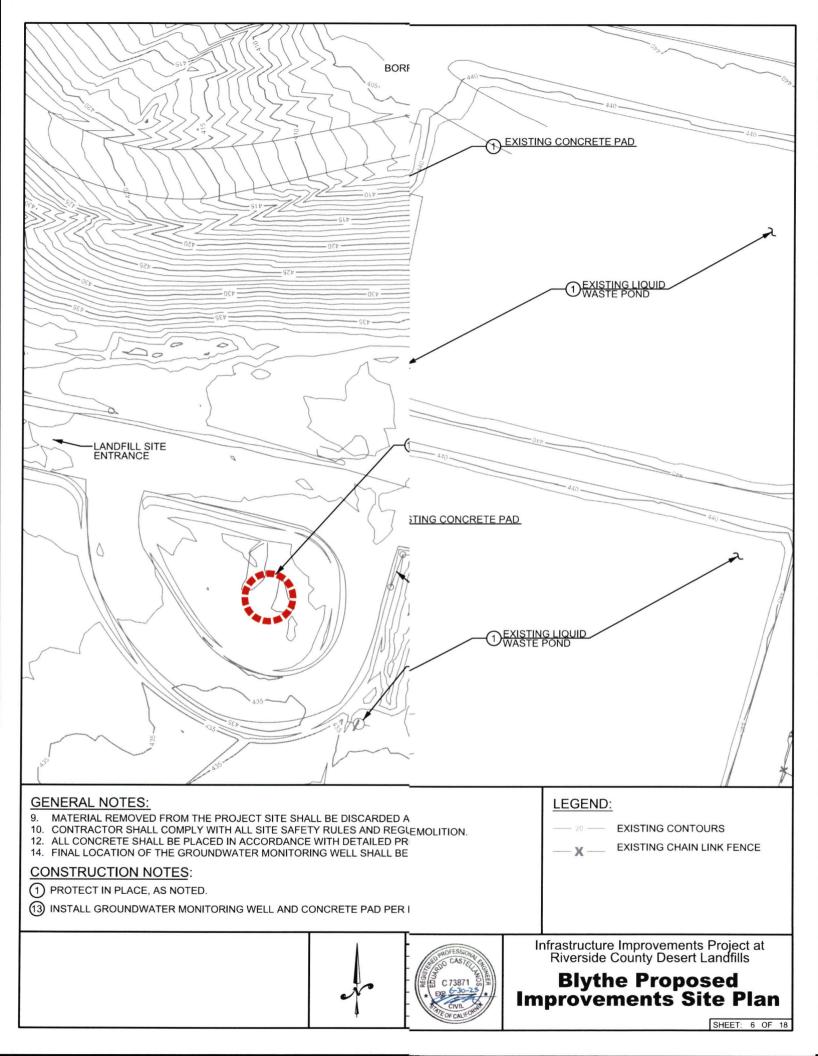
www.rcwaste.org/bids-requests-quotes-2024-infrastructure-improvements-project-riverside-county-desert-landfills

	NAME (Please Print)	sts-quotes-2024-infrastructure-imp SIGNATURE	COMPANY	<u>v-desert-landfills</u> TELEPHONE	EMAIL
1.	Steve Taylor	Alasan	Layne Christensen	(760) 681-7526	steve. taylor againc. com
2.	Ernesto Perez	Emplus	RCDWR	(951)486-3309	erperez@ rivco.org
3.	EDWARD O GASTELLAND	5/10	RCOWR	951-926-3278	ecaskimos@Rivco.
4.	Jose Roomanez	A	ReDun	909 5386417	JORODNIGUE Z CAUCO ON
5.	2/				
6.					
7.				1	
8.					
9.	đ .				
10.					
11.					
12.					

Attachment 2

Revised Project Drawings Sheets 4 and 6







Andy Cortez, General Manager-Chief Engineer

ADDENDUM NO. 2

TO CONTRACT DOCUMENTS FOR

Infrastructure Improvements Project at Riverside County Desert Landfills April 18, 2025

This Addendum to the Contract Documents for the Infrastructure Improvements Project at Riverside County Desert Landfills (Project) is issued by the Riverside County Department of Waste Resources (Department) for the County of Riverside ("County").

Per Section 3.4 of the Instructions to Bidders in the Administrative Provisions section of the Contract Documents, the County reserves the right to be the sole judge regarding the suitability of the products, services or supplies offered; and to meet with the Bidder to review the details and calculations of the Bid Proposal and the Bidder's understanding of any aspect of the Work. This document addresses all questions and clarifications received from Layne Christensen Company ("Contractor") in a letter dated December 19, 2024 (attached) regarding the Project's Contract Documents. Questions and clarifications received from the Contractor shall be denoted in *bold italic font*.

Q1: Contractor requested to exclude the 5% of Contract Price maximum limitation on Mobilization (Bid Item No.1). (Contractor Schedule of Values (SOV): Item 1-9)

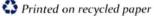
A1: Due to Blythe's and Oasis's remote locations and additional costs required to relocate personnel and equipment to these sites, the maximum amount for mobilization, as stated in the Contract Documents, Detailed Provisions, Section 01 2900, 1.04.D.4.b.1, shall be removed.

Q2: Contractor requested to exclude all surveying requirements for third-party surveying and work verification as stated in Detailed Provisions 01 7123 – Construction Surveying. (Contractor SOV 2-2)

A2: The Department engineering staff will perform all required surveying necessary for completion of the Project. The Department shall provide all necessary preconstruction surveys, benchmarks, and as-built surveys and provide this information to the Contractor. The Contractor shall still be required to accept the Department provided surveys in accordance with the Contract Documents, Detailed Provisions 01 7123 – Construction Surveying, Section 1.04.

Q3: Contractor requested to exclude the intermediate containment of soil cuttings and fluids in 55gallon drums between generation and ultimate disposal at the borrow pit, as stated in the Contract Documents, Detailed Provisions 33 1153, Part 3, Section 3.02.G. (Contractor SOV: 4 & 5)

A3: The Department agrees that 55-gallon drums are not necessary for intermediate containment, as the Contractor will utilize a containment truck to collect all soil cuttings and fluids generated during well development and transport it directly into the designated Borrow Area for disposal.





Andy Cortez, General Manager-Chief Engineer

Q4: Contractor requested to exclude the motor shroud per Contract Documents, Detailed Provisions 33 1136, Part 2, Section 2.02.B from final pump installation. (Contractor SOV: 5-9)

A4: The Department agrees that the motor shroud as stated in Contract Documents, Detailed Provisions 33 1136 – Submersible Well Pumps is not necessary, as the current well design is not sufficiently large enough to fit a submersible well pump equipped with a motor shroud. Contractor shall install the submersible well pump in a manner to minimize overheating.

Q5: Contractor stated that the specified submersible well pump and motor have long lead times of approximately 14-18 work weeks; therefore, Contractor requested the procurement duration of long lead time items be excluded from the Contract time of completion. (Contractor SOV: 6-1)

A5: The Department agrees that Contract Working Days will not be counted against the Contract Duration of 120 working days as specified in the Contract Documents when the Contractor is unable to work due to long lead times of acquiring the submersible well pump and motor. Contractor shall provide the Department with appropriate written documentation from the manufacturer indicating the estimated delivery times of these materials requiring long lead times. The Contractor shall actively strive to complete other contract work items while waiting for these materials to be delivered. Project schedule delays due to long material lead times shall adhere to General Provisions, Sections 6-3, 6-4, and 6-5.

Q6: Contractor requested to furnish and install a new control panel in lieu of installing the salvaged control panel to meet the requirements of Contract Documents, Detailed Provisions 26. Additionally, Contractor requested to replace Grundfos Input Module IO 112 (obsolete) with a newer model Grundfos Input Module IO 113. Contractor also requested the Department provide the necessary information from the Utility Providers at each site to perform the ARC Flash Study. (Contractor SOV: 6-9)

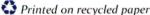
A6: The Department agrees with the Contractor's suggestion of furnishing and installing a new control panel for the production well in lieu of salvaging and installing the existing control panel at Blythe Sanitary Landfill, since the existing panel doesn't meet current specifications. The Department accepts the use of the newer Grundfos Input Module IO 113, in lieu of the obsolete and no longer available Grundfos IO 112 model specified in Contract Documents, Detailed Provisions 33 1136, Section 2.07.B.4. Additionally, the Department will provide the Contractor the necessary utility information which will be obtained from the utility provider to perform the ARC Flash study at each site.

Q7: Per Klein's (water tower manufacturer) recommendations, Contractor requested to install a 4" pipe instead of the 3" pipe specified in the Project Drawings, Sheet 9. (Contractor SOV: 7-4)

A7: The Department agrees with Klein's recommendation of utilizing a 4" Schedule 40 galvanized steel pipe in lieu of a 3" Schedule 40 galvanized steel pipe as specified in Contract Documents, Detailed Provisions 33 1600 and the Contract Drawings plan sheets 5 and 9. Water Tower and appurtenances shall be installed in accordance with the Manufacturer's instructions and recommendations.

Q8: Contractor requested to leave all optional appurtenances installed on water tower as indicated in the Contract Drawings, Sheet 9, General Note 18. (Contractor SOV: 7-5)

A8: The Department is in agreement with the Contractor's request to leave all optional appurtenances installed on the water tower. Removal of these items was optional as indicated in General Note 18 of the Contract Drawings and specified in Detailed Provisions 33 1600, Section 1.03 of the Contract Documents.





Andy Cortez, General Manager-Chief Engineer

Q9: Contractor requested the Department to approve the submitted shop drawing for the proposed welded steel fencing and double-swing gate. (Contractor SOV: 10-2 & 10-3)

A9: The Department confirms that the submitted fencing shop drawing is acceptable. The Contractor shall also install a 8"x6" concrete mow strip under the welded steel fence alignment for additional security in accordance with the Contract Documents, Detailed Provisions 32 3119 and Project Drawings, Sheet 13 of the Contract Drawings.

Q10: Contractor requested clarification on who will supply and install the k-rails at Oasis and Blythe Landfills. (Contractor SOV: 12-1)

A10: The Department Operation staff shall furnish and install nine (9) k-rails at the Blythe landfill. The Department shall furnish a total of five (5) k-rails at the Oasis landfill and the Contractor shall relocate and place these five (5) k-rails onto the completed reinforced concrete pad as shown in Project Drawings, Sheet 12.

Q11: Contractor requested to furnish and install a new MH44WP Panelboard per submitted shop drawing in lieu of a fusible safety switch as stated in Detailed Provisions 26 2816 – Safety Switches. (Contractor SOV: 13-1)

A11: The Department confirms that the submitted electrical shop drawings is acceptable and confirms that it is acceptable for the Contractor to furnish and install a new MH44WP panelboard in lieu of fusible safety switch to ensure adequate electrical power is provided to the existing Oasis Landfill Offices in accordance with all applicable electrical codes and standards.

Q12: Contractor requested to replace the 2-1/2" conduit and 4/0 cable at the Oasis landfill with a 2" schedule 80 PVC conduit with three (3) #4 cables and one (1) #6 ground cable. (Contractor SOV: 13-2)

A12: The Department agrees with the use of a 2" schedule 80 PVC conduit with three (3) #4 cables and one (1) #6 ground cable to ensure adequate electrical power is provided to the existing Oasis Landfill Offices in accordance with all applicable electrical codes and standards.

NOTE:

All other terms and conditions of the Contract Documents remain unchanged and in effect.

Riverside County Department of Waste Resources

Eduardo Castellanos, P.E. Principal Engineer Riverside County Department of Waste Resources

<u>List of Attachments:</u> Attachment 1 - Layne Christensen Company Bid Clarification Letter, dated December 19, 2024

PD# 350357(word), PD# 350359 (PDF)

Page 3 of 3 14310 Frederick Street • Moreno Valley, CA 92553 - (951) 486 -3200 • Fax (951) 486-3205 • Fax (951) 486-3230 www.rcwaste.org

Printed on recycled paper

Attachment 1

Layne Christensen Company Bid Clarification Letter, dated December 19, 2024



Office 1717 W. Park Ave. Redlands, CA 92373

T 909-390-2833 graniteconstruction.com

December 19th, 2024

Eduardo Castellanos, P.E. / Ernesto Perez, Asst. Engineer 14310 Frederick Street Moreno Valley, CA 92553

RE: INFRASTRUCTURE IMPROVEMENTS PROJECT AT RIVERSIDE COUNTY DESERT LANDFILLS, BID CLARIFICATIONS

Dear Mr. Castellanos and Mr. Perez,

Thank you for the opportunity to provide these clarifications to Layne's bid submitted November 13, 2024. Please review the clarifications below, the revised schedule of values, Oasis site drawings, and Valley City's Fence drawing, and reach out with any questions or concerns you may have.

We look forward to hearing from you, and we thank you for your assistance thus far. We would appreciate the opportunity to meet in person and discuss these proposed changes, as well.

Steve Infor

Steve Taylor Account Manager II

steve.taylor@gcinc.com Direct: 909-390-2833 | Mobile: 760-681-7526 1717 W. Park Avenue, Redlands, CA, 92373

SCHEDULE OF VALUES

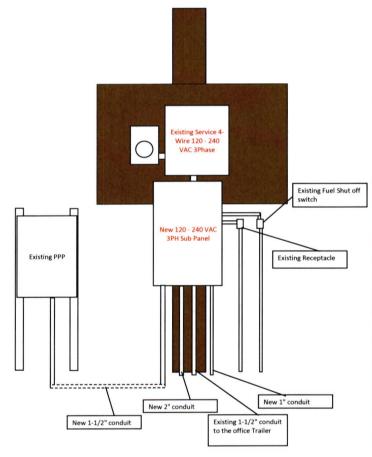
Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
1.1	PERFORMANCE AND PAYMENT BONDS	1.000	LS	14,820.00	14,820.00
1.2	CERTIFICATES OF INSURANCE	1.000	LS	100.00	100.00
1.3	BUILDER'S RISK INSURANCE	1.000	LS	3,110.00	3,110.00
1.4	SCHED OF VALUES FORM PREP & MAINT	1.000	LS	480.00	480.00
1.5	PROJECT BASELINE SCHED PREP & MAINT	1.000	LS	480.00	480.00
1.6	HEALTH & SAFETY PLAN PREP & IMPLMNTTN	1.000	LS	12,100.00	12,100.00
1.7	PROV TEMP FCLTS & CNTRLS-FNCNG/SCRTY	1.000	LS	63,970.00	63,970.00
1.8	HMBEP (IF APPLICABLE) PREP & IMPLMNTTN	1.000	LS	3,080.00	3,080.00
1.9	MOBILIZATION OF ALL EQUIPMENT	1.000	LS	91,530.00	91,530.00
1	MOBILIZATION SUB-1 (5% MAX)	1.000	LS		189,670.00
2.1	PREP & SUBMIT ALL REQUIRED O&M MANUALS	1.000	LS	4,370.00	4,370.00
2.2	PERF ALL REQ CLOSEOUT DOCS/REM EQUIP	1.000	LS	88,270.00	88,270.00
2	DEMOBLIZATION SUB-2 (1/2% MAX)	1.000	LS		92,640.00
3.1	REM EX WELLHEAD FITTING & APPRTNNCS	1.000	LS	6,770.00	6,770.00
3.2	F&I 10" DIAMETER LOCKING WELLHEAD CAP	1.000	EA	30,830.00	30,830.00
3.3	REM & SALVAGE EX PUMP PANEL & ALL EX EL	1.000	LS	33,160.00	33,160.00
3	MOD EX GW PROD WELLHEAD SUB-3	1.000	LS		70,760.00
4.1	DRILL & SAMPLE 10" BOREHOLE-PROVIDE WATER	440.000	LF	283.00	124,520.00
4.2	FURNISH AND INSTALL 4" SLOTTED WELL SCREEN	100.000	LF	83.00	8,300.00
4.3	FURNISH AND INSTALL 4" BLANK WELL CASING	340.000	LF	54.00	18,360.00
4.4	FURNISH AND INSTALL FILTER PACK	120.000	LF	63.00	7,560.00
4.5	FURNISH AND INSTALL TRANSITION SAND	10.000	LF	164.00	1,640.00
4.6	FURNISH AND INSTALL PELLET ANNULAR SEAL	10.000	LF	1,189.00	11,890.00
4.7	FURNISH AND INSTALL TRANSITION SEAL	290	LF	62.00	17,980.00
4.8	FURNISH AND INSTALL SANITARY SEAL	10.000	LF	4,120.00	41,200.00
4.9	F&I ABOVE GROUND WELL HEAD PROTECTION	2.000	EA	3,680.00	7,360.00
4.1	WELL DEVELOPMENT	32.000	HR	1,840.00	58,880.00
4.11	DRILL RIG STANDBY	8.000	HR	1,010.00	8,080.00
4.12	ROCK CLAUSE DRILLING	8	HR	2,700.00	21,600.00
4.13	FURNISH AND INSTALL METAL BOLLARDS	8.000	EA	1,360.00	10,880.00
4.14	CONSTRUCT 4-IN THICK CONCRETE PAD (4' X 4')	0.400	CY	15,800.00	6,320.00
4	DRILL & DEV FW MW SUB-4	1.000	LS		344,570.00
5.1	DRILL & SAMPLE 14" BOREHOLE-PROVIDE WATER	405.000	LF	170.00	68,850.00
5.2	FURNISH AND INSTALL 8" SLOTTED WELL SCREEN	160.000	LF	94.00	15,040.00
5.3	FURNISH AND INSTALL 8" BLANK WELL CASING	240.000	LF	78.00	18,720.00
5.4	FURNISH AND INSTALL FILTER PACK	230.000	LF	64.00	14,720.00
5.5	FURNISH AND INSTALL TRANSITION SAND	5.000	LF	220.00	1,100.00
5.6	FURNISH AND INSTALL PELLET ANNULAR SEAL	5.000	LF	830.00	4,150.00
5.7	FURNISH AND INSTALL TRANSITION SEAL	160.000	LF	39.00	6,240.00
5.8	FURNISH AND INSTALL SANITARY SEAL	5	LF	2,850.00	14,250.00
5.9	F&I TEMP T.PUMP/CBL/CLMN/DSCHRG/PNL	1	LS	49,560.00	49,560.00
5.1	PERFORM 2-HR CONT TEST	1	LS	2,020.00	2,020.00
5.11	REM TEMP T.PUMP/CBL/CLMN/DSCHRG/PNL	1	LS	8,170.00	8,170.00
5.12	WELL DEVELOPMENT	32	HR	1,390.00	44,480.00
5.13	DRILL RIG STANDBY	8	HR	1,010.00	8,080.00
5.14	ROCK CLAUSE DRILLING	8	HR	2,700.00	21,600.00
5.15	F&I ABOVE GROUND WELLHEAD PROTECTION	1	EA	2,820.00	2,820.00
5.16	FURNISH AND INSTALL METAL BOLLARDS	4	EA	1,360.00	5,440.00
5.17	CONSTRUCT 4-IN THICK CONCRETE PAD (4' X 4')	0.2	CY	15,800.00	3,160.00
5	DRILL, DEV, & TEST GW PW SUB-5	1.000	LS		288,400.00

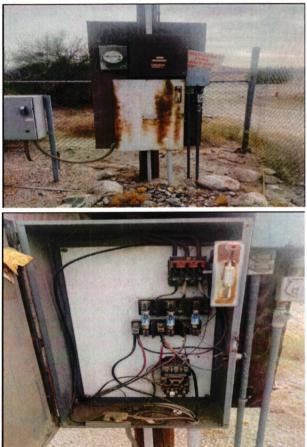
6.1	F&I 6-IN SST SUB PUMP, MTR, & APPRTNNCS	1	LS	27,130.00	27,130.00
6.2	F&I SUB CABLE TO WELLHEAD JUNCTION BOX	370	LF	27.00	9,990.00
6.3	F&I UNDRGRND CABLE ENCSD CNDT TO PANEL	140	LF	555.00	77,700.00
6.4	F&I 3-IN GLVNZD STL C.PIPE. & ADAPTER TO PVC	52	LF	260.00	13,520.00
6.5	F&I 3-IN SCH80 PVC CERTA-LOK COLUMN PIPE	306	LF	20.00	6,120.00
6.6	F&I 1-IN SCH40 PVC SOUNDING TUBE	370	LF	3.00	1,110.00
6.7	F&I SANITARY SEAL WELLHEAD	1	LS	300.00	300.00
6.8	F&I GT VLV, VENT, ELECTRICAL JUNCTION BOX	1	LS	19,280.00	19,280.00
6.9	INSTALL SALVAGED PUMP CONTROL PANEL	1	LS	22,010.00	22,010.00
6.1	INSPECTION & TESTING SERVICES	1	LS	44,690.00	44,690.00
6.11	SORT CRCT, ARC FLASH HAZARD, & FID TSTING	1	LS	35,770.00	35,770.00
6.12	PUMP START-UP & EFF TESTING CONT 1-HR	1	LS	8,930.00	8,930.00
6.13	PUMP MNFCTRR SRVCS - 4-HR TRNING CNTY STFF	1	LS	4,460.00	4,460.00
6	F&I NEW SUB PUMP SYSTEM SUB-6	1.000	LS		271,010.00
7.1	SCAR 1' OF SUBGRADE & RECOMPACT	12	CY	1,290.00	15,480.00
7.2	F&I WRNG/CNDT/CNNCTNS/SWITCH CONTROLS	1	LS	18,550.00	18,550.00
7.3	F&I UG 3SCH80 PVC DSCHRG P. & FTTNGS WH-WT	20	LF	1,340.00	26,800.00
7.4	F&I AG 3SCH40 GLVNZD STL DSCHRG P. & APP	1	LS	22,160.00	22,160.00
7.5	F&I 12K-GAL PORT WTR TOWER & APP	1	EA	143,430.00	143,430.00
7	F&I 12K-GAL WATER TOWER W/ AUTO FILL SUB-7	1.000	LS		226,420.00
8.1	REM&DISP EX CL FENCE/POSTS, & SWING GATES	1	LS	21,120.00	21,120.00
8.2	F&I NEW CL FENCING/POSTS, & APP	215	LF	214.00	46,010.00
8.3	F&I 24' WIDE CHAIN LINK DOUBLE SWING GATE	1	EA	5,470.00 5,470.00	
8.4	F&I 28' WIDE CHAIN LINK DOUBLE SWING GATE	1	EA	6,090.00	6,090.00
8.5	F&I 5' WIDE CHAIN LINK SINGLE SWING GATE	1	EA	2,230.00	2,230.00
8	R&R EX CL FENCING & SWING GATES SUB-8	1.000	LS		80,920.00
9.1	SCAR 1' OF SUBGRADE & RECOMPACT	212	CY	55.00	11,660.00
9.2	CONST 6" THICK REINFORCED CONC PAD 120'X45'	100	CY	1,090.00	109,000.00
9	CONSTRUCT REINFORCED CONCRETE STRUCTURES SUB-9	1.000	LS	1	120,660.00
10.1	REM&DIS EX CL FENCE/POSTS & SWING GATES	1	LS	23,610.00	23,610.00
10.2	F&I WELDED STEEL FENCING/POSTS	326	LF	270.00	88,020.00
10.3	F&I 16' WIDE WELDED STL DBL SWING GATE	1	EA	8,820.00	8,820.00
10.4	CONSTRUCT 8" X 6" DEEP CONCRETE MOW STRIP	4	CY	7,390.00	29,560.00
10	REM EX CL FNCNG-SWNG GTS/REP W/ WLDD STL	1.000	LS		150,010.00
11.1	SCAR 1' OF SUBGRADE & RECOMPACT	134	CY	55.00	7,370.00
11.2	CONSTRUCT 6" REINFORCED CONC PAD 75'X45'	63	CY	1,080.00	68,040.00
11	CONST REINFORCED CONCRETE STRCTRS SUB-11	1.000	LS		75,410.00
12.1	REM&RLCT EX K-RAIL TO NEW CONCRETE PAD	5	EA	1,790.00	8,950.00
12.2	REMOVE AND DISPOSE OF EXISTING LINER	1	LS	8,940.00	8,940.00
12	REM EX WASTE RECYCLE AREA SUB-12	1.000	LS		17,890.00
	F&I FUSIBLE 100A NEMA 3 SAFETY SWITCH	1	EA	18,140.00	18,140.00
13.1		190	LF	354.00	67,260.00
13.1 13.2	F&I 2SCH80 PVC CNDT & EL CBL TO OFFICE CONT	190			
	F&I 2SCH80 PVC CNDT & EL CBL TO OFFICE CONT F&I BLANK 1SCH80 PVC CONDUIT W/PULL ROPE	230	LF	277.00	63,710.00
13.2				277.00 18,420.00	63,710.00 18,420.00
13.2 13.3	F&I BLANK 1SCH80 PVC CONDUIT W/PULL ROPE	230	LF		
13.2 13.3 13.4	F&I BLANK 1SCH80 PVC CONDUIT W/PULL ROPE F&I EL STUB-UP W/STEEL RISER	230 1	LF LS	18,420.00	18,420.00
13.2 13.3 13.4 13.5	F&I BLANK 1SCH80 PVC CONDUIT W/PULL ROPE F&I EL STUB-UP W/STEEL RISER F&I ONE (1) 8-INCH GROUNDING ROD	230 1 1	LF LS EA	18,420.00 19,150.00	18,420.00 19,150.00
13.2 13.3 13.4 13.5 13.6	F&I BLANK 1SCH80 PVC CONDUIT W/PULL ROPE F&I EL STUB-UP W/STEEL RISER F&I ONE (1) 8-INCH GROUNDING ROD F&I 11"X17" COMMUNICATION PULL BOX	230 1 1 1	LF LS EA EA	18,420.00 19,150.00	18,420.00 19,150.00 9,650.00
13.2 13.3 13.4 13.5 13.6 13	F&I BLANK 1SCH80 PVC CONDUIT W/PULL ROPE F&I EL STUB-UP W/STEEL RISER F&I ONE (1) 8-INCH GROUNDING ROD F&I 11"X17" COMMUNICATION PULL BOX PROV ELECTRICAL SRVC EX F.OFFICE SUB-13	230 1 1 1 1 1.000	LF LS EA EA LS	18,420.00 19,150.00 9,650.00	18,420.00 19,150.00 9,650.00 196,330.00

SOV SECTION	BID SECTION	DESCRIPTION
1-9	012900 1.04 4b	Excludes 5% limit.
2-2	07 7123 CONSTRUCTION	Excludes all 3 rd party surveying requirements AND Work
	SURVEYING	Verification Survey per spec section 3.02 and any other
		reference to this item. Owner will provide necessary
		surveys and benchmarks.
4	33 1153 GROUNDWATER	Excludes intermediate containment of cuttings and
	MONITORING WELLS	fluids in 55-gal drums between generation and ultimate
		disposal at the borrow pit.
5	33 1153 GROUNDWATER	Excludes intermediate containment of cuttings and
0	MONITORING WELLS	fluids in 55-gal drums between generation and ultimate
		disposal at the borrow pit.
5-9	33 1136 SUBMERSIBLE	The motor shroud is excluded – will not physically fit;
	WELL PUMPS: 2.01:	well design must include a blank pump chamber in
	TEMPORARY TEST PUMP	which the test pump intake and motor are to be set.
	ASSEMBLY	Includes installation of Client's SALVAGED PUMP
		CONTROL PANEL excluding any additional features that
		what already exist. This equipment has a lead time of 14
		18 WORK WEEKS and must be ordered prior to
		mobilization. Procurement time is excluded from the
		Contract Time of Completion.
6-1	33 1136 – SUBMERSIBLE	This equipment has a lead time of 14-18 WORK WEEKS
0-1	WELL PUMPS	and must be ordered prior to mobilization. Procuremen
	WELL FUMPS	
6-9	26 0526 - 26 4313	time is excluded from the Contract Time of Completion.
0-9	26 0526 - 26 43 13	Excludes installation of salvaged control panel; include
		furnishing and installing new panel that meets these
		specifications. IO112 is obsolete and will be replaced with IO113. IO113 DOES NOT HAVE THE ABILITY TO
		COMMUNICATE WITH IPHONE DEVICES. The client
		al of a low a hard reaction for the state of a second reaction of second reaction of a provide second reaction of the second reaction of
		must provide Utility Provider calculation sheets on
		transformers, wire sizes, and fuses for the Arc Flash
7-4	33 11600 – WATER	Study. Transition to 4" at tank connection per Klein standard
/	UTILITY STORAGE TANKS	plans.
7-5	33 11600 – WATER	Removing appurtenances noted on S. 9 in the plans.
/ -0	UTILITY STORAGE TANKS	nemoving appartenances noted on 5. 5 in the plans.
9-2	DIVISION 03 – CONCRETE	Price is based on S. 14 of the plans: 100 linear feet.
10-2	32 3119 – DECORATIVE	See drawing attached.
10-2	METAL FENCES AND	
	GATES	
10-3		See drawing attached
10-3	32 3119 - DECORATIVE	See drawing attached.
	METAL FENCES AND	
10.1	GATES	Did item calls for releastion of (Γ) suicting V with at
12-1	02 4100 - DEMOLITION	Bid item calls for relocation of (5) existing K-rails at
		Oasis; plan sheet 14 calls for (9) proposed K-rails at
		Blythe. This bid assumes Owner will supply all K-rail

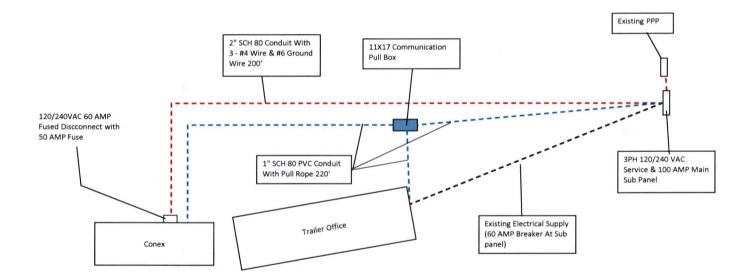
13-1	26 0500 – BASIC ELECTRICAL REQUIREMENTS; 26 2816 – SAFETY	needed for both sites and those needed at Oasis will be ready to transport from the existing Oasis site. New K- rail, if needed will be furnished and installed per 20' K- RAIL SECTION PER 2018 CALTRANS SPECS, PAINTED WHITE, W/ CONNECTING PIN at the rate \$6,620 each. This bid also assumes all K-rails needed for the Blythe site will be transported and placed by the Owner. NEW 1 - MH44WP-PANELBOARD ENCL/BOX TYPE 3R/12 44H 20W to pass arc flash study in lieu of fusible safety switch. See attached line diagram and schematic for proposed panel.
13-2	SWITCHES 26 0519 – WIRE AND CABLE	Eliminate 2-1/2" conduit and 4/0 cable resized for the Conex, 2" conduit with 3-ea #4 and 1-ea #6 ground; provide EXO on Conex for disconnect.
13-3	26 0519 – WIRE AND CABLE	Existing site conditions have been clarified on 12/11.
13-5	26 0526 – GROUNDING AND BONDING	Existing site conditions have been clarified on 12/11.

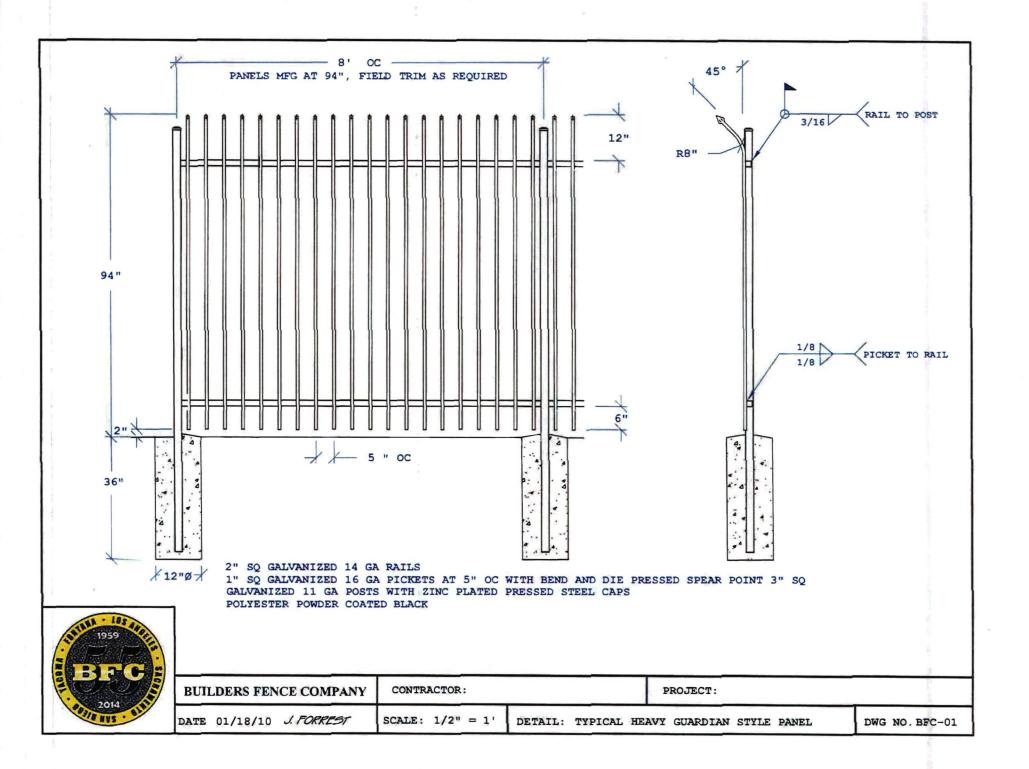
Oasis Site





Oasis Site (continued)





•