

EXHIBIT B

**CONTRACTOR'S TECHNICAL BID PROPOSAL DATED JULY 29, 2019
(excluding Sections 7 through 11 and the appendices)**

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project



W.M. LYLES CO.
CONTRACTOR
Since 1945

Progress Through Performance®

REQUEST FOR PROPOSAL

PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY PROJECT

CITY OF ROSEVILLE

JULY 22, 2019



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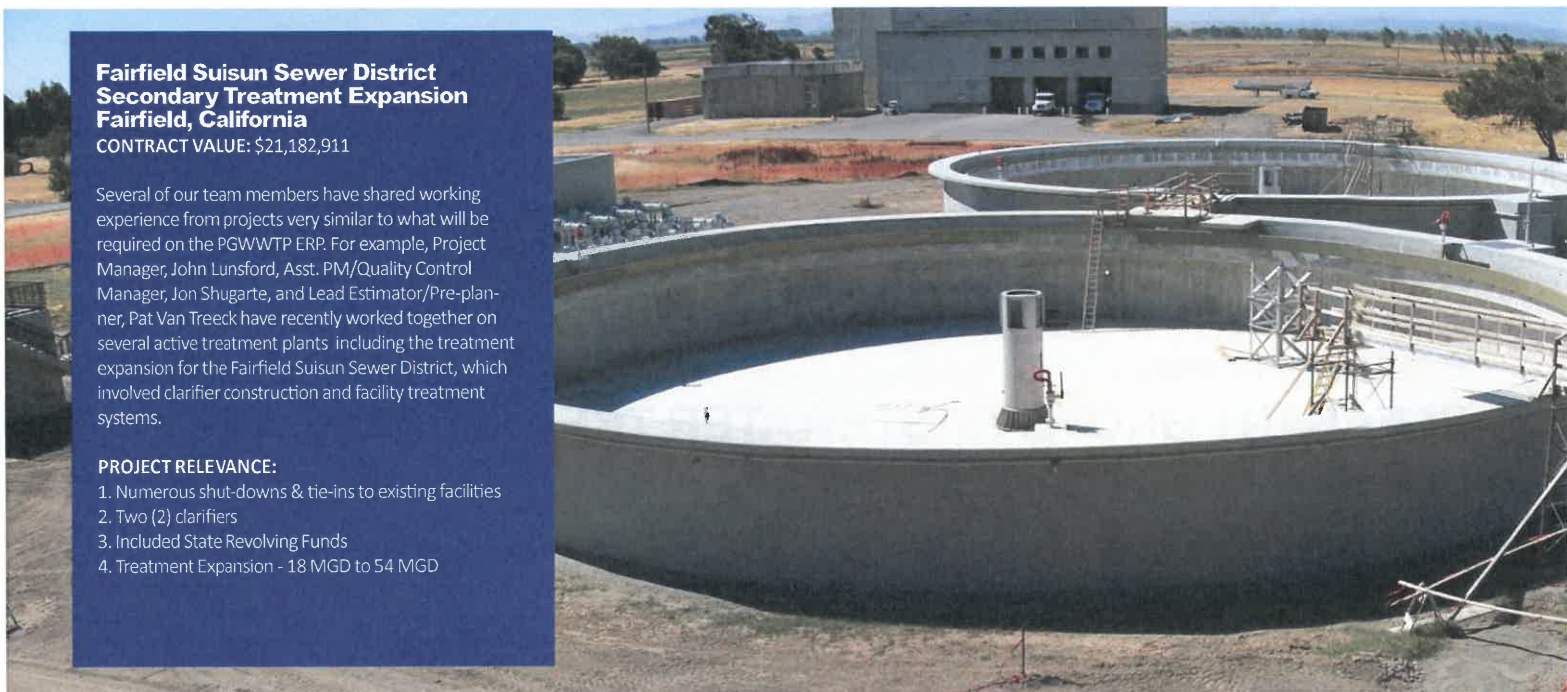
GMP Cost Proposal

Fairfield Suisun Sewer District Secondary Treatment Expansion Fairfield, California CONTRACT VALUE: \$21,182,911

Several of our team members have shared working experience from projects very similar to what will be required on the PGWWTP ERP. For example, Project Manager, John Lunsford, Asst. PM/Quality Control Manager, Jon Shugarte, and Lead Estimator/Pre-planner, Pat Van Treeck have recently worked together on several active treatment plants including the treatment expansion for the Fairfield Suisun Sewer District, which involved clarifier construction and facility treatment systems.

PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Two (2) clarifiers
3. Included State Revolving Funds
4. Treatment Expansion - 18 MGD to 54 MGD





California Contractor's License No. 422390

Northern Division Office
3925 Progress Drive
Rocklin, CA, 95765
Telephone (916) 375-1833
Fax (916) 375-1848

www.wmlyles.com
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July 22, 2019

City of Roseville
City Clerk's Office
311 Vernon Street
Roseville, CA 95678
Attn: Tracie Mueller, P.E.
Environmental Utilities-Engineering

Re: Request for Bid Proposal (RFBP), For Design-Assist and Construction of Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Dear Ms. Mueller:

W. M. Lyles Co. (Lyles) is pleased to submit this response to the above referenced RFBP issued by the City of Roseville (City), Environmental Utilities-Engineering Department, as amended through Addendum No. 6. The Energy Recovery Project (ERP) is an integral part of the City's plan to beneficially utilize biogas that will be generated by the Pleasant Grove Wastewater Treatment Plant (PGWWTP) upon completion of the upcoming Expansion Project. In support of that plan, Lyles offers the following:

The Right Team: Lyles currently operates three construction divisions throughout the State of California. While our size provides us with the capacity and resources needed to build even the most challenging of projects, the real source of our strength lies within our people. To capitalize on this, we maintain offices in five strategic locations between Rocklin and Temecula that are staffed by local personnel who can provide the highest quality of service to our clients. The key personnel that will be assigned to the ERP: Joe Lawrence, John Lunsford, Jon Shugarte, and Tony Mueller; are all members of our Rocklin, CA office which is located less than 10 miles from the PGWWTP. They also live in the local community which means they will be invested in the ERP on both a professional and personal level. Please see Section Four for additional information regarding our team.

The Strongest Partners: At Lyles, we understand the importance of strong partnerships and the value that they bring to a project. We also understand the complexity inherent in the electrical and instrumentation scopes of work associated with modern wastewater treatment facilities. For these reasons, we have exclusively partnered with Wade Johnson and his team at San Joaquin Electric, Inc. to provide electrical services, and Tesco Controls, Inc. to provide integration services for the ERP. Our relationships with both Wade and Tesco are built on more than 20 years of shared success and we consider these relationships to be among our best.

The Best Value: Value is often defined as the "importance" of something. With respect to the ERP, the City has identified three goals as having "importance": budget, schedule, and stakeholders' needs. As construction professionals, we strive to excel in these areas on a daily



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basis, but as ratepayers and members of the community, our goals will be uniquely and uniformly aligned with the City's for the ERP. This alignment will result in a "project first" mentality wherein collaboration and cooperation towards achieving the project goals will be given the highest priority, resulting in the greatest value for the City and the community at large.

We look forward to the opportunity to share more details about our team and our approach to this project. In the meantime, please contact us should you have any questions regarding the content provided. **On behalf of our entire team, we would like to thank you for the opportunity to present our Proposal for this exciting project.**

W. M. LYLES CO.

By: 
Joseph B. Lawrence
Assistant Vice President, Division Manager

Acknowledgement of Addenda:

Addendum No. 1 – June 4, 2019
Addendum No. 2 – June 18, 2019
Addendum No. 3 – June 27, 2019
Addendum No. 4 – July 3, 2019
Addendum No. 5 – July 10, 2019
Addendum No. 6 – July 12, 2019

IMPORTANT

06/04/18

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. *TRM*

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM ONE*****

Please note the following revision:

1. REVISIONS TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

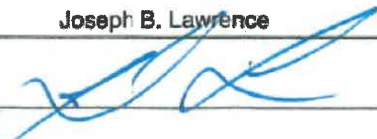
Replace the Pre-Qualified Contractor table included on Page 1 with the following:

Pre-Qualified Contractor	Contact Telephone	Contact Email Address
Auburn Constructors LLC	916-924-0344	dbaily@auburnconstructors.com
Balfour Beatty Infrastructure, Inc.	707-427-8900	ewr@balfourbeattyus.com
Kiewit Infrastructure West Company	707-439-7300	ncestimating@kiewit.com
Flatiron West, Inc.	707-742-6053	lisimon@flatironcorp.com
Gateway Pacific Contractors, Inc.	916-665-4100	bids@gatewaypacific.com
W.M. Lyles Company	559-441-1900	ndobids@wmlylesco.com
Myers and Sons Construction, LLC	916-283-9950	estimating@myers-sons.com
C. Overaa & Co	510-234-0926	bids@overaa.com
Western Water Constructors, Inc.	707-540-9640	bids@westernwater.com

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum One

Name Joseph B. Lawrence

Signature 

Company W. M. Lyles Co.

Date July 22, 2019

IMPORTANT

06/18/18

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. *Tracie*

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove
Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM TWO*****

Please note the following revisions:

**1. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL
(RFBP)**

REPLACE the Pre-Qualified Contractor table included on Page 1 with the following:

Pre-Qualified Contractor	Contact Telephone	Contact Email Address
Auburn Constructors LLC	916-924-0344	dbail@auburnconstructors.com
Balfour Beatty Infrastructure, Inc.	707-427-8900	ewr@balfourbeattyus.com
Kiewit Infrastructure West Company	707-439-7300	ncestimating@kiewit.com
Flatiron West, Inc.	707-742-6053	lisimon@flatironcorp.com
W.M. Lyles Company	559-441-1900	ndobids@wmlylesco.com
C. Overaa & Co	510-234-0926	bids@overaa.com
Western Water Constructors, Inc.	707-540-9640	bids@westernwater.com

**2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL
(RFBP)**

Within the Evaluation Category Table included in Section II Paragraph H, on Page 10 MOVE THE FOLLOWING ROW WITHIN THE TABLE FROM PART ONE TO PART TWO as these forms have cost information included on them:

Section IV.D - Bid Proposal Forms Submitted within 4 Calendar Days after Deadline to Receive Bid Proposals	Pass/Fail
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3. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Revise the title of Section III.A on page 21 as shown in track changes below:

~~A. SWCRB-SWCRB~~ CWSRF PROGRAM REQUIREMENTS

4. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE Section IV.A fourth paragraph on page 29 as shown in track changes below:

The requirements for each part of the Bid Proposal are further described below. The Bid Proposal will be considered complete only if all of the Bid Proposal section items and Bid Proposal Forms found herein and other required attachment and appendices are included in the submittal and in the order requested. Proposers are required to order the sections and include the required attachments included in Section IV.C in the order described within Part 1 of the sealed Bid Proposal (Technical Proposal). The Bid Proposal Forms described and included in Section IV.D shall be submitted within four (4) calendar days of the deadline to receive Bid Proposals and shall be considered as Part 1-2 of the Bid Proposal (~~Technical-GMP, Cost Information and Bid Proposal Guarantee~~). Proposers are required to include the Section IV.E pages including Attachments A, B and C located at the end of this RFBP within Part 2 of the sealed Bid Proposal (GMP, Cost Information and Bid Proposal Guarantee).

5. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

ADD the following paragraph to Section III.A.8 on page 23 as shown in track changes below:

8. Disadvantaged Business Enterprises (40 CFR Part 33).

- a. The Contractor is required to seek and encouraged to utilize Disadvantage Business Enterprise (DBE) businesses and to comply with related requirements included in Appendix B, GUIDELINES FOR CLEAN WATER STATE REVOLVING FUND PROGRAM DBE REQUIREMENTS.
- b. The Contractor shall comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp.
- c. The Contractor shall comply with 40 CFR Section 33.301, and submit and retain and submit all records documenting compliance with the six good faith efforts.
- ~~d.~~ The Contractor shall create and maintain a Bidders List per the ADMINISTRATION REQUIREMENT section of APPENDIX B that lists all firms that bid or quote on the project including both DBEs and non-DBE business submit to the City within three calendar days of the Notice of Intent to Award. Refer to APPENDIX B for details related to the Bidders List.
- ~~e.~~ The Contractor shall provide the City the DBE utilization report (Form DBE UR-334 included in Appendix B) each year no later than October 1st.
- ~~f.~~ Refer to Appendix B for additional information on DBE Requirements, Section IV.C, BID PROPOSAL FORM ATTACHMENTS TO BE INCLUDED IN SEALED ENVELOPE ONE, and Section IV.D, BID PROPOSAL FORMS AND INFORMATION TO BE SUBMITTED WITHIN FOUR (4) CALENDAR DAYS AFTER DEADLINE TO RECEIVE PROPOSALS.

6. REVISIONS TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

ADD the following text as Section III.B.3 to the bottom of page 27:

3. Budget Forms Requirements

- a. The Contractor and any subcontractor which will performing more than \$100,000 Work included in the City's CEC funding shall complete, update and submit the CEC Budget Forms as required throughout the duration of the Project (The CEC Budget Forms template is provided as Supplementary Information to the Agreement).
- b. The Work requiring Budget Forms include any Work or supply of materials related to the Biogas upgrading, the CNG system including the gas compression system, heater, dryer, control panels, and the related electrical power distribution and motor control systems (collectively referred to as CEC Work).
- c. As applicable, the Contractor and any applicable subcontractors should follow the worksheet instructions that are listed on both the Instructions tab and the individual form tabs in CEC's Budget Form Excel document. These Contractor and subcontractors shall fill out the Direct Labor tab with their maximum estimate for labor over the full construction period. When filling out the Direct Labor tab, titles and labor rates are much more important than names. Equipment provided for the CEC Work shall be included as equipment costs on the Equipment tab. Labor provided for the CEC Work shall be included on the Direct Labor tab.
- d. The Budget Forms shall be complete and submitted to the City within 14 days of the Contract Award, and updated as requested by the City to meet CEC requirements.

7. REVISIONS TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Replace the existing text on page 73 under Section IV.E.1.a with the following:

"There are not any Mandatory City Required Allowances for this Project."

8. REVISIONS TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

On page 79 within Section IV.E.4 CONTRACTOR'S SELF PERFORMANCE, REPLACE within the first sentence "thirty-five percent" with "thirty percent".

Note that replacement pages for Section IV.E will be provided in Addendum 3 as these pages have to be submitted within the Part 2 Sealed Bid Proposal.

9. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 1 – DEFINITIONS on page 4, ADD the following bullet to the definition of "Contract Documents" as shown in the track changes below:

- Request for Bid Proposal (including appendices);
- Agreement (including exhibits A-L attached thereto);
- General Requirements (Division 1);
- Technical Specifications (Divisions 2 through 46);
- Appendices included with Technical Specifications;
- Contract Drawings, prepared by Engineer;
- Addenda issued during the RFBP period; and
- Permits from other agencies specifically required for the performance of the Work as may be required by law.
- City of Roseville's most current version (and Amendments to the current version) of Construction Standards and Design Standards
- Other Referenced Standard Specifications;
- Other Referenced Standard Plans

10. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 1 – DEFINITIONS on page 9, EDIT the Exhibit reference within the definition of "Liquidated Damages" as shown in the track changes below:

Liquidated Damages. The amount of dollars assessed for each and every calendar day required to complete the Agreement in excess of the Contract Time. See Exhibit ~~DE~~, COMPLETION TIMES AND LIQUIDATED DAMAGES.

11. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 4 – CONTRACTOR'S REPRESENTATIONS on page 15, ADD the following bullet to the end of the list of Supplementary Information included in paragraph 4.2:

- California Energy Commission Budget Forms Template

12. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 7 – CONTRACTOR on page 23, DELETE paragraph 7.5.4.1 related to Skilled and Trained Workforce Reporting in its entirety.

13. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 12 – PAYMENT AND COMPLETION, paragraph 12.9.K on page 53, EDIT the text as shown in track changes below:

- K. Provisions of law that enable or require the City to withhold such payments in whole or in part, including, but not limited to California Public Contract Code ~~section 2602 regarding skilled and trained workforce reporting.~~

14. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, paragraph 13.1.1.G on page 59, EDIT the text as shown in track changes below:

- F. Umbrella Policy – The Contractor may use an umbrella or excess policy to meet the limits requirement of Article ~~13.1.1.B(4)~~ 13.1.1.B, and subcontractors may use an umbrella or excess policy to meet the limit of requirements of Article 13.1.1.C. However, any such umbrella/excess policy must be approved by the City and maintain an A.M. Best Rating of no less than A:VII.

15. REVISIONS TO VOLUME 3 of 4: SPECIFICATIONS, Section 01 52 00

Remove Specification Section 01 52 00, CONSTRUCTION FACILITIES in its entirety from Volume 3 and remove the line for Section 01 52 00 from the Table of Contents (Section 00 00 01).

16. REVISION TO VOLUME 4 of 4: DRAWINGS, Sheet 00-C-005

Add Note 5 to STANDARD DETAIL C0013 PRECAST UTILITY TRENCH:

“THE CONCRETE COVER SHALL BE RATED FOR AASHTO H-20 LOADING.”

17. REVISION TO VOLUME 4 of 4: DRAWINGS, Sheet 00-C-110

Add Key Note 1 to sheet cell D1. Add the following corresponding text for Key Note 1 in sheet cell C8:

“THE FINISH SURFACE OF THE AREA BETWEEN THE BIOGAS UPGRADING SYSTEM AND THE ENERGY RECOVERY BUILDING SHALL BE ASPHALT PAVEMENT PER DETAIL C0009.”

Add Key Note 2 to sheet cell C1. Add the following corresponding text for Key Note 2 in sheet cell C8:

“THE AREA SURROUNDING THE CNG VEHICLE FUELING SLAB AND BOUNDED BY POINTS 411, 422, 423, AND 424 SHALL BE A 6" THICK CONCRETE SLAB REINFORCED WITH #6 REBAR AT 12", EW. THE

CONTRACTOR SHALL PROVIDE EXPANSION JOINTS BETWEEN THIS SLAB AND THE THICKER, ADJACENT CNG VEHICLE FUELING SLAB."

18. EXHIBIT 1 - PRE-PROPOSAL MEETING AND SITE WALK SIGN-IN SHEETS AND PRESENTATION SLIDES

The Pre-Proposal Meeting and Site Walk sign-in sheets and presentation slides are included as Exhibit 1.

19. PRE-PROPOSAL MEETING AND SITE WALK STATEMENTS AND RESPONSES TO QUESTIONS

General statements made by the City and questions from the Pre-Proposal Meeting and Site Walk with responses are included below:

Question 1: Do the grant agencies require two startups including one on natural gas and another on renewable gas?

Reply: For the Placer County Air Pollution Control District, the focus of the grant is on transferring the City's solid waste collections fleet from diesel to CNG, regardless of whether the CNG is derived from renewable sources or not. Pipeline natural gas operation satisfies the grant startup milestone. Renewable fuel startup is not applicable.

For the CWSRF funding's Green Project Reserve, the ERP project is getting a grant as it is considered a green energy project for the micro-turbine cogeneration system. The microturbines will not operate on 100% natural gas – only digester gas or a blend of tail gas and natural gas. Both operating scenarios are "renewable", and natural gas startup is not applicable.

For the CEC Renewable Fuels Infrastructure grant, the focus is on alternative fuels going into the digester and then upgrading to digester gas to renewable CNG. CEC allows the gases to be blended, but it requires that renewables be put into the system. The project milestones are based starting up first on natural gas (for City's fueling operation), and then on digester gas (rCNG) to satisfy the CEC grant.

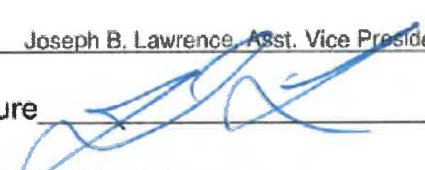
Question 2: Is there a skilled and trained work force requirement?

Reply: Please refer to Section 7.5.4 of the Agreement.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Two

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 22, 2019

IMPORTANT

06/27/18

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. *TRM*

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM THREE*****

Please note the following revisions:

1. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Within the Pre-Qualified Contractors Table on page 1, REVISE Auburn Constructors LLC contact email address as shown below:

Pre-Qualified Contractor	Contact Telephone	Contact Email Address
Auburn Constructors LLC	916-924-0344	dbailcy@auburnconstructors.com
Balfour Beatty Infrastructure, Inc.	707-427-8900	ewr@balfourbeattyus.com
Kiewit Infrastructure West Company	707-439-7300	ncestimating@kiewit.com
Flatiron West, Inc.	707-742-6053	lisimon@flatironcorp.com
W.M. Lyles Company	559-441-1900	ndobids@wmlylesco.com
C. Overaa & Co	510-234-0926	bids@overaa.com
Western Water Constructors, Inc.	707-540-9640	bids@westernwater.com

2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REPLACE the Evaluation Category Part Two scoring formulas in Section II.H on pages 10 and 11 with the formulas shown below:

The Part Two scoring will be based on the following formulas:

- Total Proposed GMP Score =
 - Lowest GMP = 40 Points
 - GMP within 2% of Lowest GMP = 40 Points
 - GMP more than 2% and less than or equal to 4% of Lowest GMP = 30 points
 - GMP more than 4% and less than or equal to 6% of Lowest GMP = 20 points
 - GMP more than 6% and less than or equal to 8% of Lowest GMP = 10 points
 - GMP greater than 8% of Lowest GMP = 0 Points

- Total On-Site Management & Administration Positions Hourly Rate Score = Maximum Points x Lowest Average Hourly Rate / Proposer's Average Hourly Rate
- Proposed Total Fee Mark-Up for General Overhead & Profit Score = Maximum Points x Lowest Fee / Proposer's Fee
- Proposed Shared Savings = Maximum Points x Proposer's % to Owner / Highest % to Owner
- Self-Performance of Work Score = Maximum Points x Proposer's Self-Performance / Highest Self-Performance

3. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE Section II.H on page 11 within the first paragraph after the equations as shown below:

If City determines that a Proposer cannot be selected based solely on the Bid Proposals submitted, the top ranked Proposers submitting the most highly rated ~~technical-bid~~ proposals may be invited for interviews with the selection committee. The Proposer's proposed Project Manager must be present at the interview; up to three others may attend at the discretion of the Proposer. After this process, the proposers will be ranked and notified. City staff will then enter into final negotiations with the highest ranked proposer. Following successful negotiations, a recommendation will be made to City Council to award the Agreement. In the event that negotiations are not successful, the City reserves the right to terminate negotiations and enter into negotiations with the next highest ranked Proposer.

4. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE the second paragraph of Section II.O, BID PROPOSAL SECURITY on page 13 as shown in track changes below:

The Bid Proposal guarantees of the ~~three-two~~ highest ranked Proposers will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished by one of the ~~twothree~~ highest ranked Proposers or other disposition made thereof. The Bid Proposal guarantees of all Proposers except the ~~twothree~~ highest ranked Bid Proposals will be returned within ~~three~~⁴ months after the Bid Proposals are due. If all Bid Proposals are rejected and no award is made, all Bid Proposal guarantees will be returned within ten (10) calendar days of the decision by the City not to award the Project.

5. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

At the end of Section III.A.1 on page 21 ADD subparagraphs "a." and "b." as shown below:

- a. The Contractor shall comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required

by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs, and project progress. As part of this requirement, the successful Contractor will be required to provide certifications and documentation for AIS compliance. A sample AIS Compliance Certification form is provided in Appendix D. AIS Compliance Certification forms shall be collected from suppliers, fabricators manufacturers and processors to certify that each step in the process was domestically performed, and included in product submittals to the City. AIS Compliance Certification forms and other related AIS documentation such as a De Minimis Waivers (See Appendix C), receipts and/or invoices shall be maintained by the Contractor on the Project Site and shall be shared with City, SWRCB and EPA staff if requested during an audit. Additional documentation may be needed from the Contractor if the Compliance Certification forms and other documents are lacking important information.

- b. By submitting a sealed bid proposal, the Proposer acknowledges to and for the benefit of the City and the State of California that it understands the goods and services for this Project are likely being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel," that requires all of the iron and steel products to be used in the Project to be produced in the United States ("AIS Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Proposer hereby represents and warrants to and for the benefit of the City and the State that (a) the Contractor has reviewed and understands the AIS Requirement, (b) all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the AIS Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State. Notwithstanding any other provision of the Project Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the City or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser).

6. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REPLACE Section IV.E pages 73 through 82 with Addendum 2 pages 73 through 82 included in Exhibit 1 to this addendum. Changes to these pages are shown in track changes and include the Addendum 2 changes that were made to these pages.

7. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

Add the AIS Compliance Certification document included in Exhibit 2 of this addendum as Appendix D of the RFBP and add "D. AIS Compliance Certification" to the Volume 1 – Request for Bid proposal Table of Contents under Appendices on page ii.

8. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT paragraph 13.1.1.C on page 58 and add subparagraph "1" as shown in track changes below:

C. Minimum Amount of Coverage for all Listed Subcontractors included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$5,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

1. Minimum Amount of Coverage for Subcontractors NOT included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

9. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, paragraph 13.1.4.E on page 61, EDIT the text as shown in track changes below:

E. All Other Perils - ~~\$25,000~~ \$100,000

10. REVISION TO VOLUME 2 of 4: AGREEMENT

REPLACE Exhibit C to the Agreement with the revised Exhibit C included in Exhibit 3 of this addendum. The revisions are shown in track changes.

11. REVISIONS TO VOLUME 3 of 4: Specifications, Section 09 90 00

REPLACE all instances of "Hi Solids Polyurethane 100" with "Hi Solids Polyurethane 250" within Specification Section 09 90 00 PAINTING AND COATING.

12. REVISIONS TO VOLUME 3 of 4: Specifications, Section 33 05 16

ADD Specification Section 33 05 16 PRECAST CONCRETE UTILITY STRUCTURES included in Exhibit 4 of this addendum to Volume 3, SPECIFICATIONS. In addition, ADD a line for Section 33 05 16 PRECAST CONCRETE UTILITY STRUCTURES under the DIVISION 33 header in the Table of Contents (Section 00 00 01).

13. REVISIONS TO VOLUME 3 of 4: Specifications, Section 40 05 02.43

ADD "Sanitary Sewer Force Main" and its corresponding abbreviation, "SSFM," to the Process Service and Process Service Identifier Table at the beginning of Section 40 05 02.43 PRESSURIZED WASTEWATER AND DRAINAGE.

14. REVISIONS TO VOLUME 3 of 4: Specifications, Section 40 05 02.89

ADD "Drain" and its corresponding abbreviation, "D," to the Process Service and Process Service Identifier Table at the beginning of Section 40 05 02.89 BUILDING MECHANICAL DRAINAGE.

15. REVISIONS TO VOLUME 3 of 4: Specifications, Section 40 76 00

Within Section 40 76 00 PROCESS GAS ANALYTICAL MEASUREMENT REVISE the Instrument Specification Sheet for MHS in Section 3.03 on page 9 as follows:

Power Supply: ~~420 volts AC~~ 24 volts DC, 60 hertz nominal

Product Requirements: Detector shall ~~be lead acetate tape type with rate of reaction sensing system to provide to two parts per billion sensitivity~~ electrochemical cell sensor type with a monitoring range of 0 – 50 ppm. A field adjustable alarm relay (SPDT) and a 4-20 MA transmission signal proportional to scheduled range shall be provided. Unit shall be provided in a ~~NEMA 12~~ NEMA 4X enclosure and ~~with a 1 year supply of lead acetate tape and 5 percent acetic acid.~~ Detector shall be Houston Atlas Model 722R MSA Model TS4000H, Drager Polytron 8100 EC, or equal.

16. REVISIONS TO VOLUME 3 of 4: Specifications, Section 43 32 77

Within Specification Section 43 32 77 BIOGAS UPGRADING SYSTEM make the following changes:

In Section 2.02.A.1 (HYDROGEN SULFIDE REMOVAL SYSTEM Table) on page 11, REMOVE the bottom row of the table to delete the "Base" component and corresponding "Galvanized steel" material.

In Section 2.02.A.7 (GAS-TO-GAS HEAT EXCHANGER AND GAS-TO-GLYCOL HEAT EXCHANGER 2 Table) on page 12, REMOVE the bottom row of the table to delete the "Base" component and corresponding "Galvanized steel" material.

In Section 2.02.A.8 (SILOXANE REMOVAL SYSTEM Table) on page 12, REVISE the material for the "Base" component" as shown below:

~~Galvanized Steel~~ Powder-coated steel

In Section 2.02.A.10 (TAIL GAS COMPRESSORS Table) on page 13, REMOVE the bottom row of the table to delete the "Base" component and corresponding "Galvanized steel" material.

On page 14 REVISE the MIXED GAS BUFFER VESSEL Table to be Section 2.02.A.15 rather than 2.02.A.2, and REMOVE the bottom row of the table to delete the "Base" component and corresponding "Galvanized steel" material.

REVISE Section 2.07.A.6.a on page 22 (Siloxane Removal System – Features) as follows:

- a. Top manway, each vessel:
 - 1) Type: ~~Flanged~~ Pull-through
 - 2) Size, inches, minimum: elliptical 11 x 15, minimum

In Section 2.04.H.3 on page 17, REVISE the text as follows:

Common steel base shall be ~~hot dip galvanized~~ powder-coated.

In Section 2.11.G.3 on page 28, REVISE the text as follows:

Common steel base shall be ~~hot dip galvanized~~ powder-coated.

17. REVISION TO VOLUME 4 of 4: Drawings, Sheet 00-C-112

On Drawing Sheet 00-C-112 make the following revisions:

REVISE the 6" SSFM to be scaled back (gray) north of N 48451.23

ADD a coupling symbol on the 6" SSFM at the connection point (N 48451.23) in Cell B7.

ADD a Key Note 2 symbol pointing to the 6" SSFM coupling symbol at the connection point.

ADD the following as Key Note 2:

"TIE-IN LOCATION AND DEPTH OF THE 6" SSFM CONNECTION SHALL BE COORDINATED BETWEEN THE ENERGY RECOVERY PROJECT CONTRACTOR AND EXPANSION PROJECT CONTRACTOR."

18. REVISION TO VOLUME 4 of 4: Drawings, Sheet 00-C-401

On Drawing Sheet 00-C-401, REVISE the callout on the left side of the 16" DG Profile (Cell C3) as follows:

CONNECT TO BIOGAS UPGRADING FACILITY, SEE DWG 88-M-440 88-M-111

19. REVISION TO VOLUME 4 of 4: Drawings, Sheet 00-C-402

On Drawing Sheet 00-C-402, REVISE the vertical scale for both profiles from 1" = 2' to 1" = 4'.

20. REVISION TO VOLUME 4 of 4: Drawings, Sheet 00-C-403

On Drawing Sheet 00-C-403, REVISE the callout on the right side of the 4" SS Drain from Biogas Upgrading Facility Profile (Cell D4) as follows:

CONNECT TO BIOGAS UPGRADING FACILITY PIPING, SEE DWG 88-M-440 88-M-111

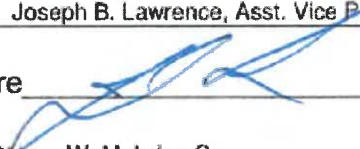
21. REVISION TO VOLUME 4 of 4: Drawings, Sheet 00-I-010

On Drawing Sheet 00-I-010, REVISE the Key Note attached to the Zero Client in Energy Recovery Building (Cell C4) from Key Note 2 to Key Note 3.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Three.

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 22, 2019

IMPORTANT

07/03/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. TRM

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove
Wastewater Treatment Plant Energy Recovery Project

*******ADDENDUM FOUR*******

Please note the following revisions:

1. REVISION TO ADDENDUM 1, 2 AND 3

The dated at the top (date of issue) of Addendum 1, Addendum 2 and Addendum 3 shall be revised from 06/04/18 to 06/04/19, 06/18/18 to 06/18/19, and 06/27/18 to 06/27/19, respectively.

2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE the second paragraph on page 2 of the RFBP as shown below:

A total of one (1) hard bound original and seven (7) bound hard copies and an electronic (PDF) copy on a USB flash drive (total of 2 flash drives) for both parts of the Bid Proposal shall be submitted no later than 3:00 PM on ~~July 12, 2019~~ July 17, 2019 to:

City of Roseville
City Clerk's Office
311 Vernon Street
Roseville, CA 95678

Re: Design-Assist and Construction of the
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project
Attention: Tracie Mueller, P.E., Environmental Utilities-Engineering

3. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL (RFBP)

REVISE the Procurement Schedule within Section II.A on page 5 as shown below:

Procurement Schedule	
Event	Date
Request for GMP Construction Bid Proposals sent to Invited Contractors	6/1/2019
Mandatory Pre-Proposal Meeting and Site Walk at 1:30 p.m.	6/12/2019
Last Day to Submit Questions	7/1/2019
City Responses to Written Questions	7/8/19 7/10/19
Last Addendum Posting Date (if necessary)	7/8/19 7/10/19
Bid Proposal Due Date at 3:00 p.m.	7/12/2019 7/17/19
Possible Interviews with Proposers who submitted responsive Proposals	8/22/2019 – 8/29/2019
Anticipated Notification of Intent to Award	10/30/2019
Anticipated Award of Agreement by City Council	11/6/2019

4. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 4 – CONTRACTOR'S REPRESENTATIONS, add the following item to the bulleted list in paragraph 4.2 SUPPLEMENTARY INFORMATION on page 15. Note that a copy of the Topographic Survey prepared by KSN, Inc. was uploaded to Public Purchase with this addendum.

- Pleasant Grove Wastewater Treatment Plant Topographic Survey, dated December 2016, prepared by KSN, Inc.

5. REVISION TO VOLUME 2 of 4: AGREEMENT & ADDENDUM 3, ITEM 8

This addendum change shall replace Addendum 3, Item 8. Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT paragraph 13.1.1.C on page 58 and add subparagraph "1" as shown in track changes below:

C. Minimum Amount of Coverage for all Listed Subcontractors included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$5,000,000 on account of any one occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$10,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

1. **Minimum Amount of Coverage for Subcontractors NOT included in Exhibit E** - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$2,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

6. REVISIONS TO VOLUME 3 of 4: Specifications

In Specifications Section 03 30 00 CAST-IN-PLACE CONCRETE, REVISE Section 1.05.B on page 4 as follows:

B. Quality Control By Contractor: NOT USED

- ~~1. Where required to demonstrate conformance with the specified requirements for cast-in-place concrete, the Contractor shall provide the services of an independent testing laboratory which complies with the requirements of ASTM E329. The testing laboratory shall sample and test concrete materials as specified in this section. Costs of testing laboratory services shall be borne by the Contractor.~~

7. REVISIONS TO VOLUME 3 of 4: Specifications, Exhibit 1 – Section 40 06 51 CV09 DETAILED VALVE SPECIFICATION SHEET

Within Section 40 06 51 DETAILED VALVE SPECIFICATION SHEETS, ADD new Detailed Valve Specification Sheet CV09 included in Exhibit 1 of this addendum to the end of Section 40 06 51.

8. REVISIONS TO VOLUME 3 of 4: Specifications

In Section 40 41 13.13 ELECTRICAL RESISTANCE HEAT TRACING make the following revisions:

- REVISE Section 2.01.A.1 on page 1 as follows:
 - a. Tracer tape shall consist of self-limiting, parallel circuit construction with a continuous inner core of conductive material between two copper bus wires. The resistance and heating capacity of the heating material shall vary in response to piping temperature changes. Tape shall withstand continuous exposure to 150 degree F temperature. Tracer tape shall operate using 480-volt-AC 208 volt AC, 3 phase, 60 Hz power.
- REVISE Section 2.02.C.1.a on page 2 as follows:
 - b. Rating: 22 amperes at 480V-AC 208V AC
- REVISE Section 2.02.D.1.a on page 2 as follows:
 - a. Rating: 22 amperes at 480V-AC 208V AC

9. REVISIONS TO VOLUME 3 of 4: Specifications

In Section 43 10 01 COMPRESSED NATURAL GAS FUELING SYSTEM, REVISE Section 2.11.B (Fast-Fill Dispenser - Specifications) on page 25 as follows:

B. Specifications

1. Dispensers shall be capable of delivering fills of 3600 PSIG temperature compensated to 70°F, based on control logic housed in the dispenser, ~~except one- these shall provide 3000 PSIG fills.~~ Dispensers shall include one MicroMotion CNG-050 meter, and mechanical vehicle pressure gauge for each hose at exterior of cabinet and shall have a backlit data display. All CNG tubing and fittings shall be minimum 3/4" x .095", grade 316 SS. Vent tubing shall be 3/8" x .049", grade 316 SS. A means of preventing the escape of CNG from the fast-fill system in case the dispenser is knocked off of its base shall be provided, such as a vibration switch connected to the ESD circuit. Dispenser-control valves shall be ball or solenoid valves with flow performance equal to 3/4" tubing. Dispensers shall be provided with excess flow switches, pressure gauges that read 1.2 times the system pressure, and 1/4 turn manual shut-off valves.

10. REVISIONS TO VOLUME 3 of 4: Specifications

In Section 43 23 80.11 SUBMERSIBLE WASTEWATER PUMPS - CONSTANT SPEED, SUMP PUMPS OR SMALL LIFT STATIONS, made the following revisions:

- **REVISE Section 1.01.A (Scope) on page 1 as follows:**
 1. This section specifies submersible pumps suitable for pumping unscreened wastewater at constant speed. Pumps furnished under this specification shall have discharge nozzles from 2 through 4 inches in diameter and motors less than 7.5 horsepower.
 2. Pumps ~~will~~ **shall** be installed in a wet-pit configuration and **shall be provided as a complete, packaged wet well pump station. The package shall include pumps, motors, discharge fittings, guide bar and brackets, chain and cable hooks, wet well basin and access hatch, conductivity level probes, discharge valve vault with check valves and isolation valves, and control panel.**
 3. ~~Pump units shall be complete with motor, discharge fitting, guide bar and brackets, chain and cable hooks and other accessories as specified. Each submersible pump will have a sump access frame, hatch and fall protection system as provided under Section 08 31 20. Not used.~~
 4. Manufacturers proposing to furnish equipment specified under this section shall hold current certification under ISO 9001-2001. Application for certification under ISO 9001 shall not be deemed as an acceptable substitute for current certification. Documentation attesting to current certification shall be signed by an officer of the manufacturer's corporation and shall be notarized.
- **ADD the following lines to the bottom of the table in Section 1.01.C (Equipment List) on page 1:**

Item	Equipment Number
Sanitary Sewer High High Level Switch	PG05-LSHH-00051
Sanitary Sewer LEL Detector	PG05-AITx-00052

- **ADD the following line to the list in Section 1.02.A (RELATED SECTIONS) on page 2:**

5. Section 33 05 16 Precast Concrete Utility Structures

- **REVISE Section 1.05.A.7 on page 3 as follows:**

Drawings showing general dimensions and confirming the size of pumps, motors, drives and specified appurtenances; piping connections; construction details of equipment (including bearings and bearing isolators); **pre-cast concrete structures; access hatches; wiring diagrams; and weight of equipment.**

- **ADD the following sub-sections to Section 2.06 (COMPONENTS) on page 9:**

J. Wet Well Basin

1. The wet well basin shall be constructed from reinforced, pre-cast concrete and shall house the duplex pump assembly and associated components. The wet well shall be provided with an access hatch. Approved manufacturers for the wet well basin include Jensen Precast or equal.
2. The minimum basin inner diameter shall be 60 inches, and the minimum basin depth shall be 132 inches.
3. The interior of the wet well basin shall be coated with System EA-3 in conformance with Section 09 90 00.
4. Access Hatch
 - a. A single-leaf galvanized steel access hatch cover and frame shall be provided and shall be set within the concrete basin roof.
 - b. The access hatch dimensions shall be minimum 48 inches by 30 inches.
 - c. The access hatch shall be rated for AASHTO H-20 loading.

K. Discharge Valve Vault

1. A valve vault shall be provided to house the discharge check valve and isolation valve for each pump.
2. The valve vault shall comply with the requirements in Section 33 05 16.
3. A discharge check valve and isolation valve shall be provided as part of this package for each pump.
4. Check valves and isolation valves shall comply with the requirements in Sections 40 05 02.43 and 40 06 51.

L. LEL Detector

1. Provide an LEL detector in the headspace of the wet well basin. The LEL device shall meet the requirements of Sections 40 06 70 and 40 76 00. This detector shall be used to monitor hazardous gas conditions in the wet well.

11. REVISIONS TO VOLUME 3 of 4: Specifications

In Section 43 32 77 BIOGAS UPGRADING SYSTEM, make the following revisions:

- **REVISE Section 1.05.A.19 as follows:**

~~Foundation recommendations and anchor~~ **Anchor** bolt sizing for the vessels, and ~~skids signed and sealed by a California registered structural P.E.~~

- **ADD the following requirement to Section 1.05.A on page 10:**

27. Copies of Contract Document Structural drawings with check marks indicating no exceptions to the foundation design.

- **REVISE Section 2.16.B.6 on pages 30 and 40 as follows:**
 6. Accessories – **NOT USED**
 - a. ~~Resistive strip heaters.~~
 - b. ~~Air conditioner.~~
- **REVISE Section 2.16.B.7.a as follows:**
 7. Programmable Logic Controllers (PLCs):
 - a. Acceptable manufacturer: ~~Allen Bradley CompactLogix~~, Modicon M340 or M580

12. REVISIONS TO VOLUME 3 of 4: Specifications

In Section 43 42 21 WELDED STEEL PRESSURE VESSEL, make the following revisions:

- **ADD the following to Section 1.02.C on page 2:**
 - a. Welds shall have radiographic testing in accordance with RT3 markings per ASME Section VIII, Division 1.
- **Revise the header for Section 1.03 follows on page 2:**

1.03 ~~WELDS SHALL HAVE RADIOGRAPHIC TESTING IN ACCORDANCE WITH RT3 MARKINGS PER ASME SECTION VIII, DIVISION 1. SUBMITTALS~~
- **Revise Section 1.03.A.15 as follows on page 3:**

~~Foundation recommendations for the vessels signed stamped by an engineer registered in the State of California. Copies of Contract Document structural drawings with check marks indicating no exceptions to the foundation design.~~

13. REVISIONS TO VOLUME 4 of 4: Drawings

On Sheet 00-C-112, REMOVE the portion of the 6" SSFM line that extends north of N 48451.23 (past the coupling that was added in Addendum 3). Delete the stationing points and callouts associated with the removed pipeline.

14. REVISIONS TO VOLUME 4 of 4: Drawings

On Sheet 00-C-114, REMOVE all portions of the 6" SSFM line and the associated comments, callouts, and stationing points shown on sheet 00-C-114 (see Cells D4, and E4).

15. REVISIONS TO VOLUME 4 of 4: Drawings

On Sheet 00-C-402, make the following changes:

- Remove the note and corresponding arrow that states "WET WELL PUMPING STATION SEE DWG _/__" (Cell E2).
- End the 6" SSFM PROFILE at the stationing point 2+37. At the end point, add a callout and note that states:
"TIE-IN LOCATION AND DPETH OF THE 6" SSFM CONNECTION SHALL BE COORDINATED BETWEEN THE ENERGY RECOVERY PROJECT CONTRACTOR AND THE EXPANSION PROJECT CONTRACTOR."
- Remove the second 6" SSFM PROFILE that is shown on the bottom half of the page.

16. REVISIONS TO VOLUME 4 of 4: Drawings

On Sheet 00-E-202, SHOW transformer (87-XFMR-005) mounted below the Heat Trace Control Panel (87-LCPx-005) in the Electrical Room (see Cell B8).

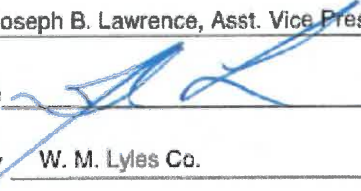
17. REVISIONS TO VOLUME 4 of 4: Drawings

On Sheet 88-E-101, ADD a callout box and corresponding panel number callout "87-XFMR-005" adjacent to and below the callout for the Heat Trace Control Panel (87-LCPx-005). See Cell C6/7.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Four.

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 22, 2019

IMPORTANT

07/10/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. ^{TRM}

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove
Wastewater Treatment Plant Energy Recovery Project

***** ADDENDUM FIVE *****

Please note the following revisions:

1. REVISION TO VOLUME 2 of 4: AGREEMENT & ADDENDUM 4, ITEM 5

This addendum is a revision to text added as part of Addendum 4, Item 5.
Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT
paragraph 13.1.1.C.1 on page 58 as shown in track changes below:

1. Minimum Amount of Coverage for Subcontractors NOT included in Exhibit E - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$2,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of ~~\$5,000,000~~ \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

2. REVISION TO VOLUME 2 of 4: AGREEMENT

Within ARTICLE 13 – INSURANCE AND INDEMNIFICATION, EDIT
paragraph 13.1.4.C on page 60 as shown in track changes below:

C. Included Coverage – The above builder's risk insurance shall include the following coverages:

- 1) Including, but not by way of limitation, for all damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Site, to construction plant and temporary structures.
- 2) Such insurance shall cover, but shall not be limited to, the perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and flood.
- 3) The policy shall cover the costs of debris removal, including demolition as may be made reasonably necessary by the application of any law, ordinance, or regulation.
- 4) Start-up & testing, and machinery breakdown including electrical arcing which are very important coverages and usually have to be requested.
- ~~5) Consequential losses due to delay in completing the Work. The builder's risk insurance limit for consequential losses is \$1,000,000.~~
- 6) The policy shall provide the City the right to occupy the premises without termination of the policy until Final Completion of the Project.

3. REVISIONS TO VOLUME 4 of 4: Drawings

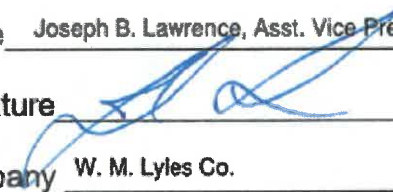
On Sheet 00-E-010, ADD the following text to the end of Key Note 1:

THE EXISTING 480V SWITCHGEAR IS A CUTLER-HAMMER MAGNUM DS (SHOP ORDER # 98Y0745, G.O. # MSF01793, ITEM # 007).

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Five.

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 22, 2019

IMPORTANT

07/12/19

TO: Proposers

FROM: Tracie R. Mueller, Senior Engineer, Environmental Utilities Dept. TRM

RE: RFP 08-053 Design-Assist and Construction of Pleasant Grove
Wastewater Treatment Plant Energy Recovery Project

*****ADDENDUM SIX*****

Please note the following revisions:

**1. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL
(RFBP), and ADDENDUM 4, ITEM 2**

REVISE the second paragraph on page 2 of the RFBP as shown below:

A total of one (1) hard bound original and seven (7) bound hard copies and an electronic (PDF) copy on a USB flash drive (total of 2 flash drives) for both parts of the Bid Proposal shall be submitted no later than 3:00 PM on ~~July 12, 2019~~ ~~July 17, 2019~~ July 22, 2019 to:

City of Roseville
City Clerk's Office
311 Vernon Street
Roseville, CA 95678

Re: Design-Assist and Construction of the
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project
Attention: Tracie Mueller, P.E., Environmental Utilities-Engineering

**2. REVISION TO VOLUME 1 of 4: REQUEST FOR BID PROPOSAL
(RFBP), and ADDENDUM 4, ITEM 3**

REVISE the Procurement Schedule within Section II.A on page 5 as
shown below:

Procurement Schedule	
Event	Date
Request for GMP Construction Bid Proposals sent to Invited Contractors	6/1/2019
Mandatory Pre-Proposal Meeting and Site Walk at 1:30 p.m.	6/12/2019
Last Day to Submit Questions	7/1/2019
City Responses to Written Questions	7/8/19 7/10/19
Last Addendum Posting Date (if necessary)	7/8/19 7/10/19 7/15/19
Bid Proposal Due Date at 3:00 p.m.	7/12/2019 7/17/19 7/22/19
Possible Interviews with Proposers who submitted responsive Proposals	8/22/2019 – 8/29/2019
Anticipated Notification of Intent to Award	10/30/2019
Anticipated Award of Agreement by City Council	11/6/2019

3. REVISIONS TO VOLUME 3 of 4: SPECIFICATIONS, EXHIBIT 1

REPLACE the Instrument List (pages 1 of 11 through 11 of 11) located at the end of Section 40 06 70 SCHEDULES FOR INSTRUMENTATION OF PROCESS SYSTEMS, with the Instrument Index (pages 1 of 12 through 12 of 12) that is included in Exhibit 1 of this addendum.

4. REVISIONS TO VOLUME 4 of 4: DRAWINGS

On Sheet 00-C-007, REVISE the fence fabric height from 8'-0" to 6'-0" in STANDARD DETAILS C0025 AND C0027.

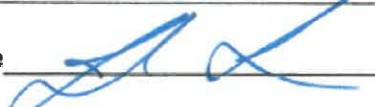
5. REVISION TO VOLUME 4 OF 4: DRAWINGS

On Sheet 00-I-010 NETWORK BLOCK DIAGRAM, REPLACE Key Note 4 with "VIDEO CAMERA SHALL BE SONY MODEL SNC-DH180 OR EQUIVALENT SONY, AXIS, OR VIVATEK."

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Six.

Name Joseph B. Lawrence, Asst. Vice President

Signature 

Company W. M. Lyles Co.

Date July 22, 2019



SECTION 1

PROJECT UNDERSTANDING

PROJECT UNDERSTANDING

DELIVERING A SUCCESSFUL PROJECT

The City of Roseville (City) has issued a Request for Bid Proposals (RFBP) to prequalified contractors for Design-Assist and Construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project (ERP or Project). A Best-Value selection process is being utilized by the City to emphasize its desire for a true partner in this Project; one that will provide the best overall benefit to the community.

The selected contractor will become an integral part of the Project Team which will include both the City and Brown & Caldwell (B&C). B&C will serve a dual role as both designer and construction manager. Additional stakeholders include those who will be involved in the Pleasant Grove Wastewater Treatment Plant Expansion Project, which will be constructed concurrent with the ERP; and the citizens of the City of Roseville.

PROJECT OVERVIEW

The City of Roseville is undertaking the task of expanding the Pleasant Grove Wastewater Treatment Plant (PGW-WTP) to restore its original treatment capacity of 12 million gallons per day (MGD). In recent years, higher than anticipated organic loading has caused the facility to experience a decrease in its effective treatment capacity from 12 MGD to 9.5 MGD. As part of the Expansion Project, two new anaerobic digesters will be constructed which, once in operation, will generate biogas. It is the City's desire to utilize this biogas in an economically beneficial and environmentally sustainable way. This desire has led to the development of the Energy Recovery Project which will provide for construction of the following major improvements:

- High-Strength Waste Receiving Station consisting of screening equipment and storage tanks for the offloading and management of fats, oils, and greases.
- Odor Control Facility utilizing both activated carbon and biotrickling filter technologies to prevent foul odors from reaching sensitive receptors.
- Biogas Upgrading System for removing moisture,

hydrogen sulfide, ammonia, siloxanes, carbon dioxide, and other undesirable elements from biogas as necessary to produce a product suitable for beneficial use.

- Compressed Natural Gas (CNG) Fueling Station consisting of compressors, storage vessels, a fuel management system, and dispensers for the fueling of CNG powered vehicles.
- Cogeneration Facility utilizing four packaged micro-turbine generators and a thermal recovery system for converting biogas into usable electrical power and heat.
- Civil, structural, mechanical, and electrical infrastructure as needed to support the aforementioned facilities.

These improvements will benefit the City by:

- Producing Renewable Compressed Natural Gas (rCNG) for use by the City's fleet of garbage collection vehicles.
- Reducing greenhouse gas emissions through the replacement of diesel powered garbage trucks with rCNG powered trucks.
- Providing a potential fuel source for other City owned fleet vehicles in the future.
- Converting excess biogas into electricity and heat for plant usage.
- Collecting high strength waste (fats, oils, and grease) generated by local businesses and feeding it directly into the anaerobic digesters thereby boosting gas and electricity production.
- Diverting organic waste that would otherwise be discharged into the sewer system or disposed of at a landfill.

PROJECT STRUCTURE

The selected contractor will enter into a Guaranteed Maximum Price Contract for the construction of the Energy Recovery Project. Payment will be based on actual costs plus a fee for all craft labor, equipment, subcontracted work, and materials. Management and supervision duties will be paid for at an hourly rate.

Throughout the life of the Project, the selected contractor will participate in the Design-Assist process wherein all stakeholders will collaborate to adjust, modify, and finalize the design documents for the greater benefit of the Project. The contractor's participation in this process is inclusive of, but not limited to, the following:

- Constructability review of the Final Design Drawings and Specifications
- Value engineering to identify and quantify cost and time savings opportunities
- Risk review to identify and mitigate potential project disruptors
- Evaluation of alternatives generated by all project stakeholders
- Coordination with the PGWWTP Expansion Project
- Compliance with funding agency requirements including SRF, CEC, and Placer County APCD
- Development and refinement of the Project Schedule for use in evaluation of the items listed above

The primary goal of the Design-Assist process is to increase the value of the Project through positive stakeholder relationships, improved constructability, mitigation of project risks, and reduction of the cost and time needed for construction. Our team has participated in more than 100 projects of similar nature whereby the constructor has participated prior to final design. We have seen cost savings of up to 20% of project cost by using this early participation. For example, our early involvement in the design of the Stockton Regional Wastewater Control Facility Modifications Progressive Design-Build Project provided the opportunity to establish a hydraulic grade line through the plant that reduced pumping of the liquid stream from 6 times to 3 times.

LYLES' APPROACH

Our company was founded on the principle of open dialogue based on trust, honesty, and integrity. These values shape our approach to business with our Clients, the Community, our Subcontractors, and our Suppliers. We manage projects through a proactive approach to problem-solving and by tightly controlling construction costs. As a general rule; we always have a plan, know how much it's going to cost, and quickly recognize if we need to modify our course.

We recognize that a commitment must be made to building relationships between all project stakeholders so that effective communication can be utilized to overcome any community, engineering, or constructability challenges that may arise. Our team has thoroughly reviewed and visited the site to acquaint ourselves with the local conditions, nature, and location of where the work will be performed. We have taken into account and addressed the challenges that have the potential to derail the project. Our solutions are reflected in our baseline CPM schedule for the Project, which can be found in Appendix C.

The Right Experience

Lyles constructed a new thickening and dewatering building and odor control system to replace the existing sludge handling systems for the OCSD 100 MGD Plant 1. Working in an existing plant can be challenging, but working within one of the largest plants in the U.S. can be dangerous if not coordinated correctly. Lyles orchestrated dozens of tie-ins to existing facilities with plant staff to accommodate daily operations and project safety which included a very detailed LOCK OUT/TAG OUT program.

Monthly executive meetings and project team workshops were also held to discuss the challenges associated with the mechanical, electrical and plumbing conflicts that existed on the drawings. Lyles used a combination of AutoCAD and Navisworks to graphically represent each mechanical system and interference to determine a solution prior to installation. This effort at the front end of the project resulted in a very smooth field installation effort. This is the same level of collaboration the City of Roseville can expect when partnering with Lyles on the ERP.

KEY ELEMENTS OF OUR APPROACH

Attention to Safety – Lyles' focus on safety behavior and safety requirements has led to **ZERO OSHA violations** and over the last 5 years our worker's compensation claims, or Total Recordable Injury Rate (TRIR), has routinely fallen well below the industry average both statewide and on a national scale. Scott McElwain will serve as the Safety Director for the PGWWTP ERP. Scott will visit the site weekly and when any critical activities are planned to occur. He will work with our construction team to build safety into our means and methods while considering constructability requirements. Scott will also coordinate any safety special training that is needed on the project. As requested, please find additional information on our safety program in Section 7.

Attention to Quality– This is a key driver for controlling both schedule and cost. During pre-construction, proposed Quality Control Manager, Jon Shugarte will work with the City of Roseville and project team to identify critical quality elements, develop the Quality Management Plan (QMP), and lead sub/supplier quality implementation. During construction, Jon will implement and monitor the QMP, coordinate the inspection and testing program, provide QMP training to subcontractors and suppliers, and coordinate City quality assurance as required.

Community Interaction – Lyles will look for ways to strike the right balance; to effectively address local concerns while also

managing expectations. Ensuring community involvement with the City of Roseville, keeping total neutrality, promoting transparency; and developing an effective monitoring, evaluation, and reporting system are some of the actions that Lyles has taken on previous projects. Many of our key personnel live and work within Roseville and the surrounding areas. As members of the community and as ratepayers, we are uniquely invested in ensuring the success of this project.

Experienced Senior Staff – Top-level, experienced, senior staff will be involved and committed to the success of the ERP. This will ensure the Project is never short of the required leadership and know-how that will be necessary to construct the most successful project possible. Proposed Project Manager, John Lunsford, will be the primary point-of-contact for the City. His responsibility will be to ensure the highest standards are maintained with respect to safety, budget, and schedule. Assistant Project Manager, Jon Shugarte, will make sure all activities in the field are properly coordinated, all materials and manpower are available when needed, and all work complies with the quality standards established for the Project.

Risk Management – A risk register will be created by the Lyles staff to identify and address high risk items right away. This risk register will be shared with the entire project team for input and buy-in. It is critical that all stakeholders are involved in the process and have input in the decision making.

Value Engineering

Value engineering sessions will be conducted to provide cost reduction and schedule suggestions for the City of Roseville consideration. At the OCSD Plant 1 project WML suggested over \$8M of innovative cost saving ideas. The Owner took advantage of over \$6M of the innovative cost savings. See detailed spreadsheet below.

LOCATION	DESCRIPTION	VE COST SUBMITTED	VE COST ACCEPTED
PVC Liner Under Structure	Elimination of PVC liner under structures	\$ 300,000.00	\$ 270,000.00
Xypex in Concrete	\$400K assuming OCSD Keeps Xypex in Conc.	\$ 400,000.00	
Exterior Waterproofing	Elimination of exterior waterproofing on concrete	\$ 30,000.00	
Drilled Piers	Change to displacement piles	\$ 2,900,000.00	\$ 2,687,985.00
Acoustical Panels	In basement and subbasement ceiling	\$ 200,000.00	
Paint on Basement Deck	In basement and subbasement ceiling	\$ 46,000.00	\$ 41,400.00
Polymer Station	Elimination of Polymer Station except for 1/3 used.	\$ 500,000.00	\$ 450,000.00
Screen Wall	Elimination of Piles and Precast Wall.	\$ 740,000.00	\$ 180,000.00
Braced Frame Structure	No cost savings	\$ -	
Flow Meter Elimination	Elimination of Flowmeters and valves in basement	\$ 80,000.00	
Progressive Cavity Pumps	Spec 11309 Changes to Moving or Netzsch	\$ 900,000.00	\$ 773,100.00
Cake Pumps	Spec 11250 changes to Piston Pumps	\$ 1,600,000.00	\$ 1,574,874.00
Elimination of DAFT UF to Wetwell	Elimination of pipe, manhole and vault	\$ 82,000.00	
Elimination of Subbasement	Raises subbasement to elevation 4.5	\$ 400,000.00	\$ 361,178.00
	Totals	\$ 8,178,000.00	\$ 6,338,537.00

Planning and Sequencing – Our team will proactively manage the entire schedule, with a sharp focus on the critical path. Our goal is to maximize efficiency which will result in an overall lower project cost. Our project team, led by experienced CPM Scheduler, Tony Mueller have taken into account and addressed the challenges that have the potential to derail the ERP. Our solutions are reflected in our baseline CPM schedule for the Project, which as requested can be found in Appendix C.

Tight Project Controls and Accounting – We utilize industry leading cost controls and accounting systems on all of our projects. Our experience in doing this as a standard will ensure that timely, accurate, and transparent cost information is available in a format that all project stakeholders can utilize. See Section 7, for further details on how Lyles will provide the City with personalized access to its accounting system.

Self-Performance – Lyles plans to self-perform over 65%

of all work on the ERP. This will benefit the City of Roseville, by reducing projects risks associated with schedule, quality, safety and cost. This will enable us to achieve the target project milestones defined in the RFP. Our ability to self-perform the majority of the scope will provide the City with a proven team that has worked together to deliver similar projects, job after job, and will perform at the highest level possible.

Engage a Team of Proven, Qualified Subcontractors – We select subcontractors that have the qualifications and proven track record to be part of our team. Accountability and ownership are key attributes that we look for.

Because of the critical nature of the electrical and instrumentation scopes of work, those have been assigned to Wade Johnson with San Joaquin Electric (SJE) and Tesco Controls, respectively. The ERP will benefit from our proven partnership and their contributions to both the design and construction of the ERP.

ACHIEVING THE CITY'S GOALS

The Right Experience

Lyles' work on the \$92M Design-Bid-Build of a 22 MGD Water Recycling Treatment Plant for the City of Visalia included an odor control system for the existing head-works; modification of the existing primary sedimentations basins, a new septage receiving station, a new pump station with fine screens, modifications to the existing aeration system, replacement of the existing secondary and tertiary treatment process with a new GE supplied membrane bioreactor (MBR) system, and an Ozonia supplied ultra-violet (UV) disinfection system.

Lyles worked in partnership with the City of Visalia to overcome project challenges, maintain maximum access, and complete start-up and commissioning services well within the scheduled project completion date. Lyles and the City of Visalia worked closely during construction to provide seamless mechanical operational transfers and process tie-ins so that there were no impacts to the plant or their customers.

BUDGET

Careful attention has been paid to the details of the ERP and an accurate GMP price has been developed. Utilizing an accurate budget in combination with timely cost reporting will ensure that we identify budgetary opportunities or issues while there is still time to address them. We are proactive with our budget management, not reactive. We employ an open-book approach and provide reporting tools that will give the City complete confidence that budgetary goals are being met and surprises avoided.

SCHEDULE

A detailed CPM schedule has been developed for this Project (Appendix C) which highlights the importance we place on achieving the milestones outlined in the RFP. We have analyzed and compared the project budget against the schedule to further verify that we are in alignment. ***We have a proven history of maintaining project schedule on very difficult and time sensitive projects and, in fact, have never been assessed liquidated damages for exceeding a project deadline.***

STAKEHOLDER NEEDS

Along with maintaining the budget and schedule, the Project must serve the needs of all stakeholders; including the surrounding community. This is achieved by actively planning to minimize community concerns such as sound, traffic, dust, odors, and visual disturbances. At all times, it will be critical that the project site is maintained in a clean and organized fashion. In addition to the productivity and quality benefits, this will ensure that the City and the neighboring community experience a professionally managed project.

OVERCOMING CHALLENGES

Lyles is committed to identifying challenges and developing the most advantageous solutions for the City of Roseville from the very beginning of the project. To give some structure to a discussion of key challenges that we believe will require special consideration, we have developed the list below. Our strategies for mitigating these challenges have been provided as well.

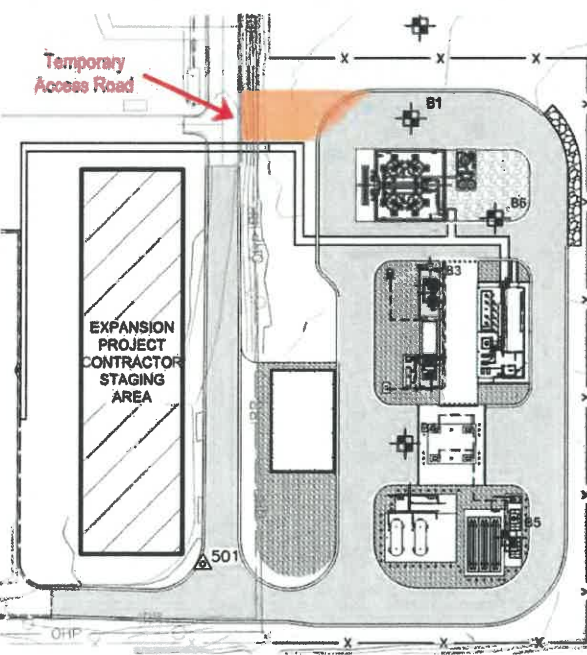
Challenge 1: Startup, Commissioning, and Performance Testing of the Biogas Upgrading System (BUS) and the Cogeneration System	
Impact:	Section 01 12 16, Paragraph 4.02.G indicates that digester gas will be provided by the Expansion Project within 750 days of NTP. Substantial Completion of all work is required within 790 days of NTP. In order to achieve the Substantial Completion Milestone, commissioning and performance testing of the BUS and the Cogeneration System will have to be successfully completed within 40 calendar days. Based on the testing durations required in Sections 01 91 14 and 43 32 77, 40 calendar days may not be adequate. There is reasonable uncertainty regarding both the quantity and quality of biogas that will be generated by the new Digesters as they will introduce a biological process that does not currently exist at the PGWWTP. This uncertainty, coupled with the inherent complexity of the systems in question, makes it unlikely that the commissioning process will be fully completed within the 40 calendar days allowed. The potential for liquidated damages further complicates the issue.
Mitigation Measure:	It will be necessary to develop a comprehensive solution to ensure that expectations and challenges are well communicated and understood by all stakeholders. To that effort, Lyles will: • Participate early on in joint discussions with the City, the Engineer, and the BUS Supplier to identify potential barriers to success • Participate in the early development of a contingency plan that identifies possible solutions in the event that unforeseen circumstances occur • Prioritize development and submission of the BUS submittals and participate in submittal review meetings to achieve early release to fabrication • Require early and frequent communication between the BUS Supplier, San Joaquin Electric, and TESCO to ensure that all potential electrical and instrumentation items are well coordinated

Challenge 1 Continued...

Additional actions that the City might consider taking include:

- Performing tests on the biogas produced at the Dry Creek Facility once the High Strength Waste Receiving Station is in steady-state operation to better characterize the likely raw gas conditions
- Consider alternatives to the requirement to test the BUS system at maximum flowrates in the event that sufficient gas is unavailable
- Consider an alternative milestone specific to the BUS and Cogeneration System that would allow for Substantial Completion to be attained prior to the completion of testing
- Expedite construction of the expansion to allow for the delivery of biogas at an earlier date

Challenge 2: Site Logistics and Access

Impact:	The ERP site is relatively small and will need to be accessed by numerous trades during construction. In addition, the Expansion Project Contractor will be occupying the available space just north of the ERP site which will increase traffic in the area. By design, access to the ERP site is limited to a single roadway at the northwest corner of the site. The congestion in this area will be further compounded once the CNG Fueling Station is being utilized by City vehicles. Congestion and traffic may lead to coordination issues, inefficiency, and lost production.
Mitigation Measure:	 Lyles will construct a temporary access roadway at the northeast corner of the ERP site to provide for two points of access and egress. Doing so will also reduce traffic near the Expansion Project Contractor's staging area. The road will consist of aggregate road base over imported fill material which will be removed and incorporated into the surrounding areas to be graded near the end of construction.



SECTION 2

**APPROACH TO THE PROJECTS
SCOPE OF WORK/SPECIAL
PROJECT CONSIDERATIONS**

APPROACH TO THE PROJECT'S SCOPE OF WORK / SPECIAL PROJECT CONSIDERATIONS

Our project approach began with developing an understanding of the project drivers, followed by identifying the greatest challenges and their potential solutions. We look forward to collaborating with the City of Roseville to combine these individual project elements into an overall scope of work and proposed plan to meet the City of Roseville's needs.

To outline our approach, we have broken the project into the following major components:

- Design-Assistance
- Pre-Planning & Site Logistics
- Site Preparation & Earthwork
- Underground Utilities
- Structural Concrete
- Electrical Building
- Site Concrete & Paving
- Electrical Panels & Controls
- Compressed Natural Gas Fueling Station
- High Strength Waste Receiving Station
- Cogeneration System
- Biogas Upgrading System
- Project Closeout

Our outlined approach is as follows:

TASK ONE: DESIGN-ASSISTANCE

TIMELINE: NTP THROUGH DAY 90 / DECEMBER 2019 THROUGH FEBRUARY 2020

Sub-task 1: Value Engineering

One of the benefits of the Design-Assist process is the intentional commitment of time to the development of value engineering ideas throughout the life of the project. In support of this process, we have already identified several potential opportunities which we believe will enhance the value and reduce the risks inherent in the ERP. These opportunities include revising the layout of some of the proposed equipment, leveraging existing plant assets to reduce life-cycle costs, and combining the ERP with the Expansion Project to take advantage of economies of scale. Please see Section 3 for a more detailed discussion.

Sub-task 2: Constructability Review

Lyles and its subcontractors are in a position to share the lessons-learned through the execution of hundreds of construction projects with the entire project team. This insight will be furnished to the benefit of the Project and will provide City



A Committed and Integrated Team

Monthly Executive Meetings

We suggest holding monthly executive meetings where respective principals from the City of Roseville and Lyles can openly discuss the performance of their respective teams. This approach has worked well on other projects and has resulted in maximum collaboration, proactive problem solving of issues before they become project complications, organizational alignment, and "common goal" project execution.

stakeholders with an opportunity to evaluate construction methods and techniques that may not have been considered. Lyles also has real-time access to current material pricing and will be able to provide alternative options for aggregates, pipe materials, structural materials, and other commodities than can meet or exceed the project requirements at a lower overall cost. We expect this entire process to be collaborative, transparent, and focused on delivering added value to the ERP.

Sub-task 3: Contractor Furnished Design Elements

The Specifications require the Contractor to furnish a number of design elements which include, but are not limited to: piping supports, conduit supports, anchorage for

electrical equipment, anchorage for process equipment, tanks, and storage vessels. Many of these elements have the potential to affect the final Construction Plans and Specifications. For example, preferential pipe routing identified during value engineering and constructability review would influence the number, size, and type of pipe supports required. Our goal will be to identify these elements early so that they are incorporated into the Plans and Specs at this stage, rather than having to update the drawings later through the submittal and record drawing processes. These actions will reduce the potential for construction errors and reduce the amount of effort required by the Engineer and the City.

History of Successful Partnering

The City of Roseville can trust that our Team will be proactive. With decades of experience working together on similar WWTP expansion and upgrade projects, the winning combination of W. M. Lyles Co., Wade Johnson and TESCO will provide the City with a collaborative, respectful, and trustworthy Design-Assist partner. A few of the projects we have collaborated on include:



City of Galt, Wastewater Treatment Plant Tertiary Filtration, UV Disinfection & Biosolids Improvements

CONTRACT VALUE: \$11,828,000
% OF SELF-PERFORMANCE: 68 %
PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds
3. Plant remained fully operational during construction
4. Biosolids Dewatering /Transfer Facilities



City of Davis, Wastewater Treatment Plant Secondary Treatment and Tertiary Improvements

CONTRACT VALUE: \$72,202,131
% OF SELF-PERFORMANCE: 67 %
PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds
3. Plant remained fully operational during construction



Hi-Desert Water District, Wastewater Reclamation Facility
CONTRACT VALUE: \$30,003,509

% OF SELF-PERFORMANCE: 70 %
PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds
3. Plant remained fully operational during construction



Water, Wastewater and Reuse Program, Tesoro Viejo Master Mutual Water Company
CONTRACT VALUE: \$38,000,000

% OF SELF-PERFORMANCE: 69 %
PROJECT RELEVANCE:

1. Complex WWTP with extensive value engineering
2. Expansion

Task 1 Key Participants:

- Joe Lawrence – Project Sponsor – Value engineering, constructability review, and resource allocation
- John Lunsford – Sr. PM – Value engineering, constructability review, and subcontractor procurement
- Reece Berger – Pre-Plan Mgr. – Design- assist estimating support
- Pat Van Treeck – Pre-Plan Eng. – Design- assist estimating support
- Electrician – Value engineering and constructability review
- Integrator – Value engineering and constructability review

Task 1 Critical Components:

- Partnering and team building
- Implementation of value enhancing concepts and ideas
- Finalization of Construction Plans and Specifications

Connection. Based on the procurement schedule provided in the RFBP, we anticipate that a Notice to Proceed will be issued in December of 2019. Looking forward 420 days from December, the required completion date for Milestone 4 will occur in February of 2021. There are several challenges involved with paving during the winter months which means that the roadway work will need to be prioritized and performed in the fall in order to ensure that the quality of the paving remains high (See Task 3 for further discussion).

Sub-task 2: Procurement of Long Lead Items

Through coordination with our subcontractors and suppliers, we have identified all of the long-lead items and incorporated their procurement into the overall project schedule. Based on this effort, the CNG Fueling System, the Cogeneration System, and the Biogas Upgrading System submittals will need to be prioritized and expedited. To assist with the review and approval process, we will require our subcontractors and suppliers to participate in joint submittal review meetings which should include the City and the Engineer. The purpose of these meetings is to address any concerns and facilitate approvals to ensure that a release to fabrication can be provided upon completion of the first submittal review cycle. Mitigating the need for multiple review cycles will save the project both time and money.

Sub-task 3: Site Logistics

The site is not spacious and is congested. We have a well thought out site layout and staging plan which will be further developed and implemented. This will contribute to safe and efficient project performance. As discussed in Section 1, one of the actions we will take to improve logistics is to construct a temporary access road at the northeast corner of the site. Another action that we will take will be to carefully schedule "just-in-time" delivery of the major process equipment. By limiting the number of pieces that are onsite at any one time we will prevent double handling of the equipment and free up space for construction, as much of the process equipment is large, heavy, and will require a crane for installation.

TASK 2: PRE-PLANNING & SITE LOGISTICS

TIMELINE: DAY 45 THROUGH DAY 120 / JANUARY 2020 THROUGH MARCH 2020

Sub-task 1: Critical Path Management

Identification and management of the critical path is the first step in maintaining and expediting a project schedule (step two is managing risks and step three is managing near-critical activities). The critical path of the ERP flows through the early submittals, implementation of the SWPPP Plan, and into site preparation. It then continues through earthwork, the installation of underground utilities, and structural concrete. This is followed by construction of the electrical building, the installation of equipment, and finally, commissioning and testing of the facility.

Schedule risks exist that will need to be carefully monitored and mitigated throughout the life of the project. One such risk is the achievement of Milestone 4 – Roadway

Task 2 Key Participants:

- John Lunsford – PM – Overall project planning and coordination, and critical early submittal management
- Jon Shugarte – Asst. PM – QC plan development and SWPPP development
- Tony Mueller – Scheduler – CPM schedule development and refinement
- Reece Berger – Pre-Plan Mgr. – Civil and structural procurement
- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement
- Electrician – Electrical sequencing and schedule input

Task 2 Critical Components:

- Finalization of the CPM Schedule
- Procurement of major process equipment
- Development of an effective plan for site access, organization, and staging
- Partnering and team building
- Implementation of value enhancing concepts and ideas
- Finalization of Construction Plans and Specifications

in the SWPPP. These BMPs will remain in place for the duration of construction and will be monitored to ensure effectiveness and compliance with the SWPPP. Upon completion of the project, the construction BMPs will be removed and any permanent BMPs identified in the Plans will be installed.

Sub-task 2: Fencing & Access

The ERP site is located outside of the PGWWTP's current fence line. In order to ensure continuous security and containment of the facility, we will install the new fencing which will enclose the ERP site prior to removal of the existing fencing. Once the new fencing is in place, the old fence will be demolished and removed from the site. With the existing fencing out of the way, we will proceed with constructing temporary access roads at both the northwest and northeast corners of the site, as proposed in Section 1- Overcoming Challenges, to provide for safe construction access and egress.

Sub-task 3: Earthwork and Subgrade Preparation

Earthwork efforts can begin in earnest once both security and access have been established. Based on the Plans, the site will require more cut than fill, resulting in a surplus of soil. It is assumed that the surplus soils generated by the ERP can be made available and incorporated into the Expansion Project as it will have a need for fill material at the new Primary Clarifier area.

TASK 3: SITE PREPARATION & EARTHWORK

TIMELINE: DAY 120 THROUGH DAY 150 / APRIL 2020

Sub-task 1: Stormwater Management

The rainy season typically begins to wane near the end of March. Once fair weather is on the horizon, site preparation efforts will begin. The site is a little over three acres in size and, as such, will require coverage under the State Water Resources Control Board Construction General Permit. Development of a Stormwater Pollution Prevention Plan (SWPPP) will be performed by a Qualified SWPPP Developer and will occur during Task 2; implementation of the SWPPP will occur at the onset of Task 3.

Prior to disturbing the existing soils, we will furnish and install the Best Management Practices (BMPs) identified

Task 3 Key Participants:

- John Lunsford – PM – Overall project planning and coordination
- Jon Shugarte – Asst. PM – Underground utility preplanning and QC plan implementation
- Electrician – Underground utility coordination
- Fencing Sub – Site fencing installation

Task 3 Critical Components:

- Establishment of site perimeter and subgrade
- Implementation of SWPPP and QC Plans
- Continued preplanning for utility trench, underground piping, and electrical

TASK 4: UNDERGROUND UTILITIES

TIMELINE: DAY 130 THROUGH DAY 245 / APRIL 2020 THROUGH AUGUST 2020

Sub-task 1: Sanitary Sewer Pumping Station

The deepest element of the ERP is the new Sanitary Sewer Pumping Station. Therefore, excavation of the Pumping Station wetwell and installation of the precast concrete elements will take first priority in this Task.

Sub-task 2: Buried Piping and Underslab Electrical

There are numerous buried piping and electrical elements which are to be located beneath concrete slabs and/or asphalt paving. These elements include natural gas piping, digester gas piping, water piping, sewer piping, drain piping, and electrical conduit. Substantial effort will be spent coordinating all of the critical connection points associated with each of the major equipment packages to ensure that no rework is required after the concrete slabs have been placed.

Sub-task 3: Electrical Ductbanks

Power and control for the ERP originates in Electrical Building No. 1. The new electrical ductbanks that will be installed between these two facilities are currently designed to be routed around the east side of the HSW Receiving Area. Lyles recommends shifting the alignment eastward to a location just outside of the paved area but still within the fence, in order to better facilitate the construction and long term maintenance of the new ductbanks. This will reduce congestion near the HSW

Receiving Area and keep the new utility vaults clear of any future surface drainage issues without increasing the quantity or cost of the ductbank. An additional benefit to this alternative alignment is that it will support Cost Reduction Opportunity No. 2, should the City decide to incorporate it into the Project (see Section 3 for details).

Sub-task 4: Precast Utility Trench

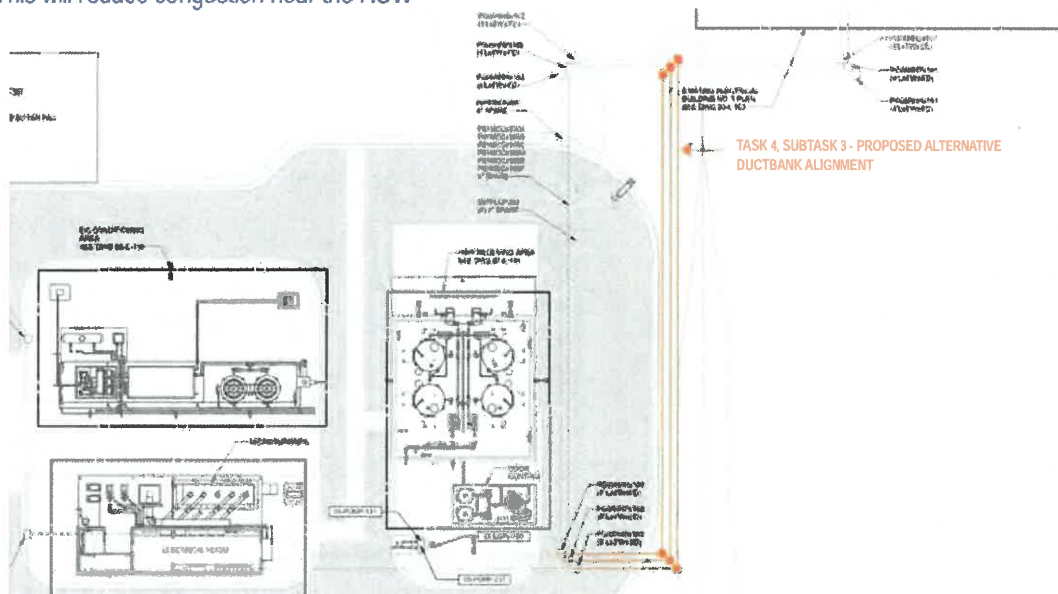
Installation of the Precast Utility Trench is on the critical path of Milestone 4 (Roadway Connection). We anticipate that the fabrication and delivery of the Precast Utility Trench will take between 12 and 14 weeks. In order to meet the installation schedule necessary to comply with Milestone 4, it will be imperative that the submittal for the Utility Trench gets furnished, reviewed, and approved near the beginning of Task 2. Lyles will prioritize this process and work with the City and the Engineer as needed to ensure that this timeframe is met.

Task 4 Key Participants:

- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement and support
- Electrician – Ductbank installation

Task 4 Critical Components:

- Fabrication and delivery of the Precast Utility Trench to support timely installation



TASK 5: STRUCTURAL CONCRETE

TIMELINE: DAY 195 THROUGH DAY 255 / JUNE 2020 THROUGH AUGUST 2020

Sub-task 1: Electrical Building Foundation

Concrete construction will commence as soon as the underground and underslab utilities are complete. The foundation for the Electrical Building will be prioritized to allow subsequent construction of the Building to begin as soon as possible. This priority is based on weather, not the critical path. If the building is not constructed, closed in, and made weatherproof during the summer and fall of 2020 then it will have to be completed during the winter months as the following spring will be consumed by the installation of electrical and mechanical equipment. Working in the winter significantly increases the risk of cost impacts and scheduling issues as the building trade subcontractors become affected by weather delays.

Sub-task 2: CNG Fueling System Foundations

The second highest priority will be given to the CNG Fueling System Area. Work will begin at the gas compressor slab, followed by the high pressure and medium pressure storage tank slabs. The final slab to be placed in this area will be the driveway around the CNG Fueling Dispensers.

Sub-task 3: All Other Foundations

The balance of the concrete will be completed moving from west to east, beginning with the Biogas Upgrading System Area and finishing up at the High Strength Waste Receiving Area. Work closest to the Electrical Building will be completed first to reduce construction congestion in the area and maximize access for our Masonry subcontractor.

Task 5 Key Participants:

- John Lunsford – PM – Structural concrete planning and coordination
- Reece Berger – Pre-Plan Mgr. – Structural procurement and support
- Rebar Sub – Reinforcing steel installation

Task 5 Critical Components:

- Completion of the Electrical Building foundation to permit building construction to begin as early as possible
- Equipment anchorage coordination, layout, and installation

TASK 6: ELECTRICAL BUILDING

TIMELINE: DAY 255 THROUGH DAY 405 / AUGUST 2020 THROUGH JANUARY 2020

Sub-task 1: Structural Elements

The first order of business at the Electrical Building will be to construct the CMU walls. The CMU will be installed by our Masonry Subcontractor with the coordination and installation of door openings, window openings, and miscellaneous wall penetrations being performed by Lyles' craftspeople. Lyles will also be responsible for locating and installing all of the structural embeds necessary to support the roofing system.

Sub-task 2: Roofing

Completion of the roofing structure and installation of the single-ply membrane will not occur until late fall, based on the schedule. Lyles will install all of the structural roof columns, beams, and metal decking while the insulation and roofing membrane itself will be installed by a specialty subcontractor. This work will be expedited to ensure that there is adequate time to complete the work prior to the beginning of the rainy season. The weather forecast will be monitored and, if necessary, overtime will be utilized to achieve success.

Sub-task 3: Architectural Elements

Installation of the architectural elements can begin once the Building has been closed in and the roof is complete. These elements include the decorative metal cladding, doors, windows, and restroom finishes, among others. With the building dry, temporary climate controls can be provided as necessary to complete this work, including painting, during the winter months.

Task 6 Key Participants:

- John Lunsford – PM – Structural planning and coordination
- Reece Berger – Pre-Plan Mgr. – Structural procurement and support
- Masonry Sub – CMU installation
- Roofing Sub – Roofing membrane installation

Task 6 Critical Components:

- Completion of building roofing and weatherproofing elements prior to the rainy season

TASK 7: SITE CONCRETE & PAVING
TIMELINE: DAY 300 THROUGH DAY 360 / SEPTEMBER 2020 THROUGH NOVEMBER 2020

Sub-task 1: Subgrade Preparation

Similar to the Electrical Building, completion of the site concrete and paving is being planned to accommodate the potential for adverse weather, not the Contract Milestones. Although Milestone 4 requires the Roadway Connection to be complete within 420 days, this duration will expire at the end of January which is typically unsuitable for paving operations. Accordingly, our plan is to complete all of the site concrete and paving work by early November.

Once the CMU wall construction is complete at the Electrical Building, subgrade preparation and final grading around the perimeter of the Building will commence. Careful coordination will need to occur in the vicinity of the Building, however, as access to the Building must be maintained in order to support the balance of the Building's construction.

Sub-task 2: Curbs, Gutters, and Paving

When preparation and grading of the site is complete, Lyles will begin work on the site concrete including the curbs and gutters. Depending on weather forecast and/or site coordination, this work may also need to be expedited. It is possible that weekend work may also be utilized to avoid congestion of the site. Paving operations will commence upon completion of all site concrete. All other work at the site will be paused during paving operations to allow this work to be completed in a single operation, without interruption, to ensure that a high quality product is provided.

Sub-task 3: Site Finishes

Final site finish work will be performed after the completion of site concrete and paving operations. This work will consist of slope finishing, rip-rap installation, and vegetation restoration. All final BMPs will be completed in advance of the rainy season ensuring that any potential for erosion is mitigated.

Task 7 Key Participants:

- John Lunsford – PM – Site finishes planning and coordination
- Paving Sub – Asphalt paving installation

Task 7 Critical Components:

- Completion of paving work in compliance with Milestone 4 - Roadway Connection
- Completion of all site work in preparation for the rainy season

TASK 8: COMPRESSED NATURAL GAS (CNG) FUELING STATION
TIMELINE: DAY 375 THROUGH DAY 480 / DECEMBER 2020 THROUGH MARCH 2021

Sub-task 1: System Installation

Installation of the CNG Fueling System will require a coordinated joint effort between our CNG System Subcontractor, San Joaquin Electric, and Lyles. Equipment installation will be performed by the CNG System Sub and the process and electrical connections will be performed by Lyles and San Joaquin, respectively. Special attention will be given to testing of the piping and pressure vessels by Lyles, as part of our routine Quality Control duties, to ensure that the System's integrity and safety are 100% intact prior to commissioning.

Sub-task 2: Startup & Commissioning

Startup and commissioning of the CNG Fueling System is currently scheduled to occur in the spring of 2021. The system will be commissioned on pipeline gas provided by PG&E as biogas will not yet be available from the Expansion Project. Compliance with Milestone 5 will have been achieved and the system will be available for beneficial use by the City when commissioning is complete.

Based on this schedule, the CNG Fueling Facility will be ready nearly 2 months in advance of its Contract Milestone, and 8 months in advance of the Project Completion End Date Identified in the Placer County Air Pollution Control District - Carl Moyer Grant Agreement.

Task 8 Key Participants:

- Jon Shugarte – Asst. PM – CNG Fueling System planning and coordination, QC plan implementation
- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement and support
- CNG Fueling System Sub – Installation of fueling system
- Electrician – System connection to power and controls
- Integrator – Interface with system controls and communication
- City of Roseville – O&M Staff – Receive training and prepare for full-time operation

Task 8 Critical Task Components:

- Completion of equipment installation
- Testing of tanks and piping

TASK 9: ELECTRICAL AND CONTROL SYSTEMS

TIMELINE: DAY 405 THROUGH DAY 465 / FEBRUARY 2021 THROUGH MARCH 2021

Sub-task 1: Equipment Installation

The installation of the motor control center, variable frequency drives, PLC panels, and local control panels will commence once the interior finishes within the Electrical Building are complete. All of the electrical equipment will be factory tested prior to installation to ensure proper operation in the field.

Sub-task 2: Exposed Conduit and Wire Installation

Installation of the exposed conduit and wire within the building will commence once the electrical equipment is set. Similarly, the exposed electrical components for the CNG Fueling System will be installed as the CNG equipment installation nears completion. These two areas will be prioritized to support early startup and commissioning of the CNG Fueling System as discussed in Task 8. The balance of the exposed electrical components will be installed in coordination with the installation of the HSW, Cogeneration, and BUS system equipment.

Sub-task 3: Electrical System Testing and Validation

Testing and validation (loop checking) of the electrical systems will occur in a staged fashion to support the sequential startup of each of the process mechanical systems. The CNG Fueling Facility electrical system will be tested first as described above.

Sub-task 4: 12kV Switchgear Modifications

The modifications to the 12kV Switchgear (MVSA) located in Electrical Building No. 1 will require careful coordination with Roseville Electric and Plant Operations Staff. Power to the facility will need to be interrupted for up to 8-hours to allow the MVSA to be de-energized so that the required protective relay and breaker modifications can be performed safely. During this outage, critical operations will need to be powered by the PGWWTP's existing standby generators to ensure that the facility's discharge requirements are met at all times. Fortunately, we have great flexibility with respect

to the scheduling of this work and will coordinate with Plant Staff to perform the modifications during a dry-weather, low-flow period.

Task 9 Key Participants:

- John Lunsford – PM – Overall project planning and coordination
- Electrician – Installation of motor control centers, panelboards, conduit, and wiring
- Integrator – Instrumentation and controls testing and validation

Task 9 Critical Components:

- Installation and testing of all wiring and controls necessary to support operation of the CNG Fueling System
- Completion of lighting, outlets, and misc. building support systems

TASK 10: HIGH STRENGTH WASTE (HSW) RECEIVING STATION

TIMELINE: DAY 465 THROUGH DAY 525 / MARCH 2021 THROUGH MAY 2021

Sub-task 1: System Installation

Installation of the HSW Receiving Station will be preferentially scheduled to occur after the successful commissioning and turnover of the CNG Fueling System. Completion of this work does not fall on the critical path of the project and will be coordinated accordingly.

Sub-task 2: Startup & Commissioning

Startup and commissioning of the HSW Receiving Station will occur upon completion of the mechanical and electrical installation. Final testing of the system will be contingent upon the availability of feedstock from the City and confirmation that the new Digesters being constructed by the Expansion Project are ready to receive the waste.

Task 10 Key Participants:

- Jon Shugarte – Asst. PM – HSW Receiving Station planning and coordination, QC plan implementation
- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement and support
- Electrician – System connection to power and controls
- Integrator – Interface with system controls and communication
- City of Roseville – O&M Staff – Receive training and prepare for full-time operation

Task 10 Critical Components:

- Identification of a High Strength Waste feedstock source
- Operational readiness at the new Digesters

TASK 11: COGENERATION SYSTEM

TIMELINE: DAY 525 THROUGH DAY 790 / MAY 2021 THROUGH JANUARY 2022

Sub-task 1: System Installation

The Cogeneration System consists of four microturbines for the production of electrical power, and a heat exchanging system for the recovery of heat produced by the microturbines. Installation of this system will be preferentially scheduled to just precede the availability of biogas, which is not expected occur until late in the project. This will be done to limit congestion on the site as discussed in Task 2 and, more importantly, to eliminate any potential for a gap in warranty coverage that could result from taking early delivery of the equipment.

Sub-task 2: Startup & Checkout

Mechanical and electrical startup of the Cogeneration System will be coordinated to occur just prior to the completion of Milestone 6. The system manufacturer will inspect all components for proper installation prior to functional testing.

Sub-task 3: Performance Testing

Commissioning and performance testing of the Cogeneration System will be dependent upon the ability of the digesters to produce an adequate amount of quality fuel (biogas). The digesters are being constructed as part of the Expansion Project and, as such, the ERP Project will be reliant upon their performance. Please reference the discussion on "Commissioning Challenges and Opportunities" for more details regarding the coordination that will be required during this Task.

Task 11 Key Participants:

- Jon Shugarte – Asst. PM – Cogeneration System planning and coordination, QC plan implementation
- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement and support
- Electrician – System connection to power and controls
- Integrator – Interface with system controls and communication
- City of Roseville – O&M Staff – Receive training and prepare for full-time operation

Task 11 Critical Components:

- Manufacturer's certification of installation
- Performance testing coordination with biogas availability

TASK 12: BIOGAS UPGRADING SYSTEM (BUS)

TIMELINE: DAY 615 THROUGH DAY 790 / AUGUST 2021 THROUGH JANUARY 2022

Sub-task 1: System Installation

Installation of the BUS will occur later in the project. It will be preferentially scheduled to align with the availability of biogas from the Expansion Project, like the Cogeneration System. Once the equipment has been set, the manufacturer will be engaged to furnish and supervise the installation of the specialized media that will serve to remove contaminants from the biogas.

Sub-task 2: Startup & Checkout

Mechanical and electrical startup of the BUS will be coordinated to occur concurrently with the Cogeneration System, just prior to the completion of Milestone 6. The system manufacturer will inspect all components for proper installation prior to functional testing.

Sub-task 3: Performance Testing

Commissioning and performance testing of the BUS will be highly dependent upon the availability and quality of the biogas produced by the Expansion Project. Lyles has coordinated the requirements found in the Specifications for both Projects with the CPM Schedule and would like to draw attention to the following:

- Milestone 6 dictates that the ERP must be ready to receive biogas within 700 days, but ERP Specification Section 01 12 16 indicates that it may take up to 750 days for the Expansion Project to deliver. No guarantees are made regarding the quantity or quality of gas to be provided.
- Milestone 7 (Substantial Completion) is set at 790 days for the ERP. This Milestone includes successful commissioning and performance testing of the BUS and Cogeneration System. Based on this, only 40 days are guaranteed to be available to accomplish this goal. This poses a significant risk to the Project.
- Expansion Project Specification Section 01 12 16 indicates that as part of that Project's Milestone E, "Digester gas (biogas) shall be generated by the new Anaerobic Digestion system and conveyed to the Energy Recovery Project". No requirements are stated regarding the quantity or quality of gas to be delivered.

Lyles' experience with the startup of new digesters is extensive. In our experience, achieving steady state operation of a digester typically takes several weeks, but can take longer depending on various conditions (proper heating, time of year, sludge quality and biology, etc.). If the biogas, in terms of both quantity and quality, made available at the 750 day mark is not capable of supporting the full range of performance tests required by the ERP Specifications, Milestones 7 and 8 (Substantial and Final

Completion, respectively) of the ERP will likely be delayed.

Lyles' plan to mitigate this delay currently includes all of the measures identified in Section 1 – Overcoming Challenges. It also includes the significant application of overtime and weekend work as needed to complete commissioning and performance testing of the BUS and Cogeneration System within the time allowed. Lyles has identified several alternative approaches to this issue and looks forward to developing a collaborative solution with the City.

Task 12 Key Participants:

- Jon Shugarte – Asst. PM – BUS planning and coordination, QC plan implementation
- Pat Van Treeck – Pre-Plan Eng. – Mechanical procurement and support Electrician – System connection to power and controls
- Integrator – Interface with system controls and communication
- City of Roseville – O&M Staff – Receive training and prepare for full-time operation

Task 12 Critical Components:

- Startup and check-out of all equipment in preparation for the delivery of biogas from the Expansion Project
- Testing of biogas in advance of commissioning and performance testing
- Completion of requirements in compliance with Milestone 7 – Substantial Completion

TASK 13: PROJECT CLOSEOUT

TIMELINE: DAY 700 THROUGH DAY 820 / OCTOBER 2021 THROUGH FEBRUARY 2022

Sub-task 1: Project Record Documents

The record documents will be maintained throughout the life of the ERP. Lyles will review all of the documents to ensure that they are accurate, up to date, complete, and in compliance with the project requirements.

Sub-task 2: Demobilization

Our final Task will be to demobilize from the project. Our project office, storage containers, and temporary utilities will all be disassembled and removed from the site, restoring the area to its previous condition.

Task 13 Key Participants:

- John Lunsford – PM – Overall planning and coordination
- Jon Shugarte – Asst. PM – Record document preparation and coordination
- Electrican – Record document preparation
- Integrator – Record document preparation

Task 13 Critical Components:

- Completion of requirements in compliance with Milestone 8 – Final Completion

TURNING A CHALLENGE INTO AN OPPORTUNITY

THE CHALLENGE:

Lyles has developed a full CPM Schedule for both the ERP and Expansion Projects. These actions allowed us to identify all of the critical coordination points between the two Projects and to develop the following unique observations:

- The longest path through the ERP Project is through the installation of the BUS and Cogeneration System equipment in preparation for the receipt of biogas. The minimum amount of time required to complete this work is significantly less than the 700 days allowed. However, the ERP Contractor has no inherent motivation to expedite the work due to the unavailability of biogas.
- The longest path through the Expansion Project is through construction of the new Digesters and their supporting systems. The Expansion Project Contractor has no inherent motivation to expedite this work, because 1) the time allowed for this work is sufficient, 2) there is no incentive to do so.
- Given the opportunity, the ERP Contractor would expedite the early delivery of biogas in order to mitigate the risks identified in Task 12 of this Section. Unfortunately, there is no mechanism for accomplishing this. Both Contractors will naturally consume the allotted time, resulting in the longest possible overall schedule with the fewest number of

days allowed for commissioning and performance testing. This will (unnecessarily) increase the ERP Contractors' performance risk.

- If the delivery of biogas is delayed, the ERP will need to be extended. Extending the ERP will increase the risk to the ERP Contractor and the City, and extend job overhead and supervision costs.

In summary: 1) the ERP Contractor has no ability to beneficially expedite the delivery of biogas, 2) the Expansion Project Contractor has no inherent motivation to provide it early, and 3) the City will take on additional risk if it attempts to either expedite the Expansion Project or extend the ERP.

THE OPPORTUNITY:

Lyles has developed numerous lessons-learned through the delivery of over 100 Alternative Delivery projects. One of the most important lessons is related to the allocation of risk. Ideally, project risks are always assigned to the party in the best position to mitigate them. This is not the case in the challenge identified above unless the City capitalizes on an opportunity to have both projects delivered by a single Contractor, which Lyles can provide. Should the City elect to award both the ERP and the Expansion Project to Lyles, all of the identified challenges will be resolved before they have an opportunity to create problems. Lyles will have both the motivation and the control necessary to optimize the schedule for both Projects, thereby reducing risk and delivering the best possible value to the City of Roseville.



SECTION 3

PROJECT COST REDUCTION OPPORTUNITIES

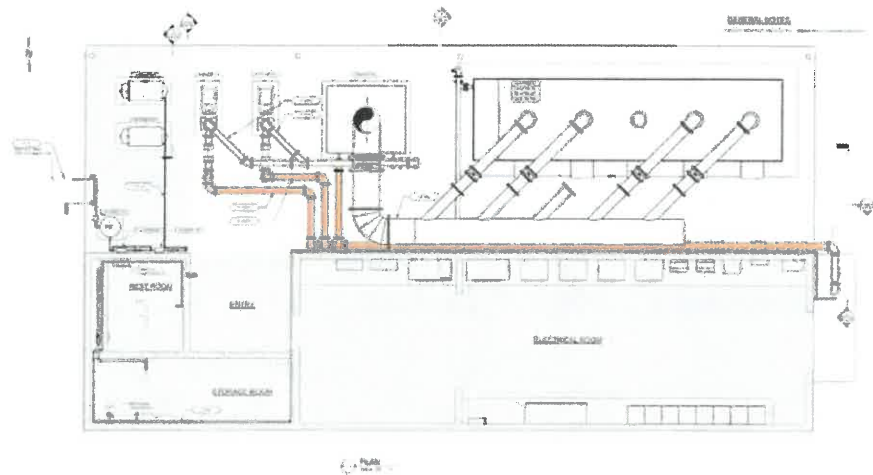
PROJECT COST REDUCTION OPPORTUNITIES

After thorough review of the ERP scope of work, we have identified key items we believe will enhance the existing plan for the new facilities and provide cost savings opportunities during construction. Below is a sample of proposed project cost reduction opportunities.

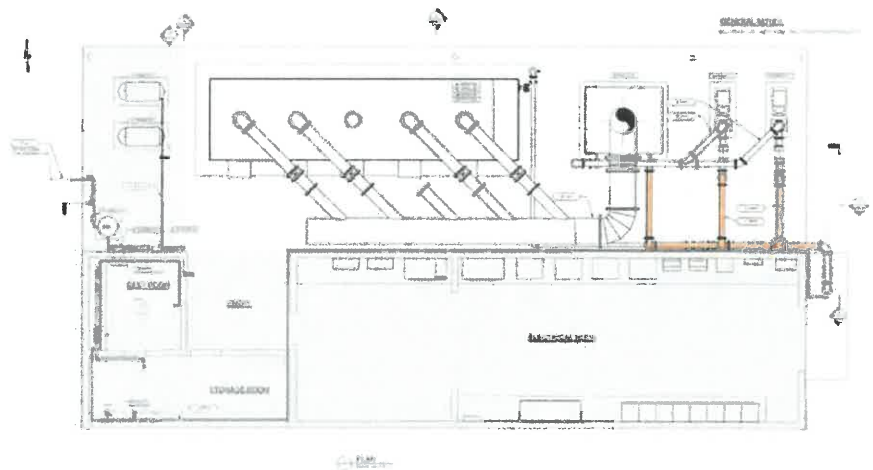
Opportunity No. 1: Optimize Cogeneration Equipment Layout

The current layout for the Cogeneration Area equipment from east to west is as follows: Microturbines, Exhaust Heat Exchanger, and then Hot Water Pumps. We suggest revising the layout to a mirror image of the current design in order to optimize pipe routing.

CURRENT



PROPOSED



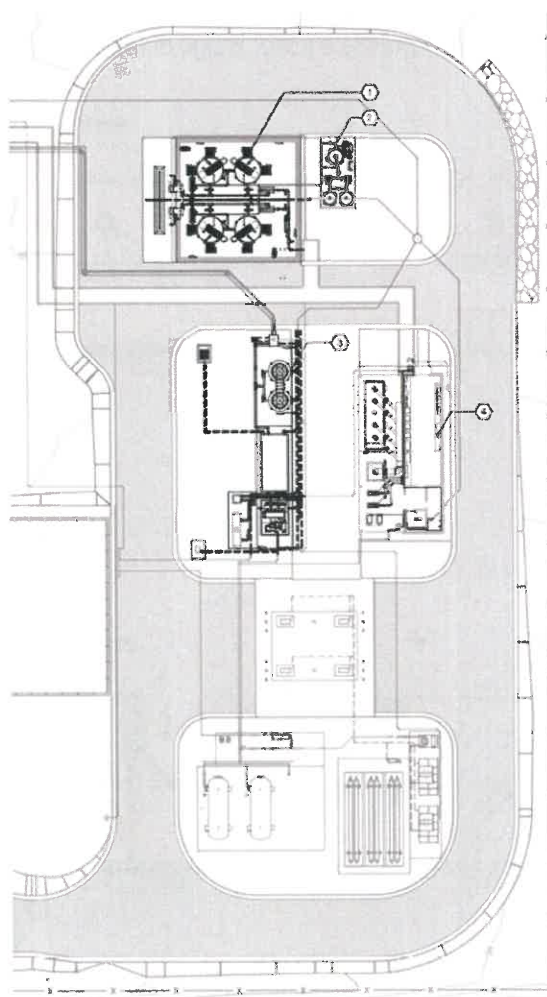
Cost Reduction Ingredients: Approximately 100' less exposed HWR/HWS piping including insulation and supports

Additional Benefits: Reduced heat loss due to shorter piping runs

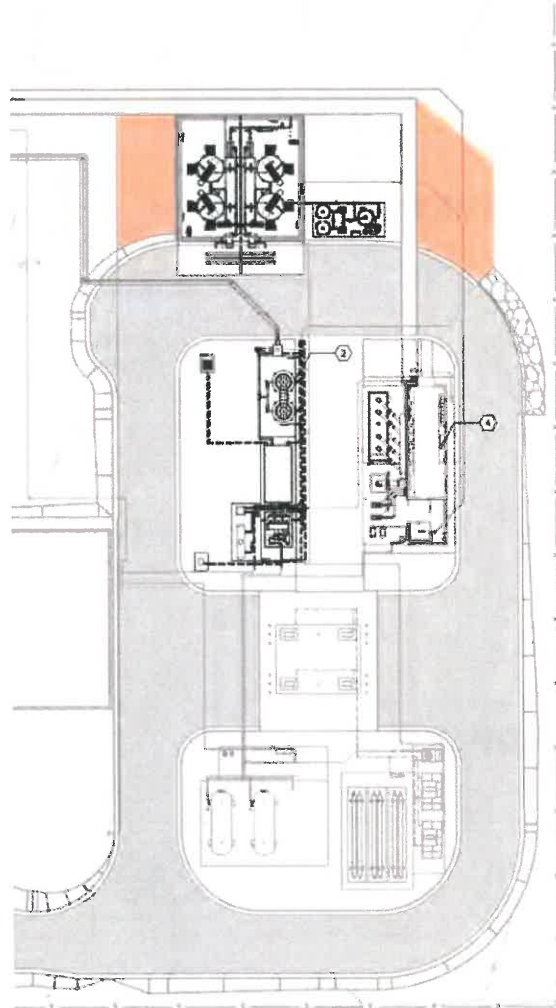
Opportunity No. 2: Optimize High Strength Waste Receiving Station Layout

The current layout for the High Strength Waste Receiving Station and related Odor Control Equipment includes paving on all four sides. We suggest revising the layout to include paved access on one side only with aggregate base roadway for maintenance access on two of the remaining three (3) sides.

CURRENT



PROPOSED

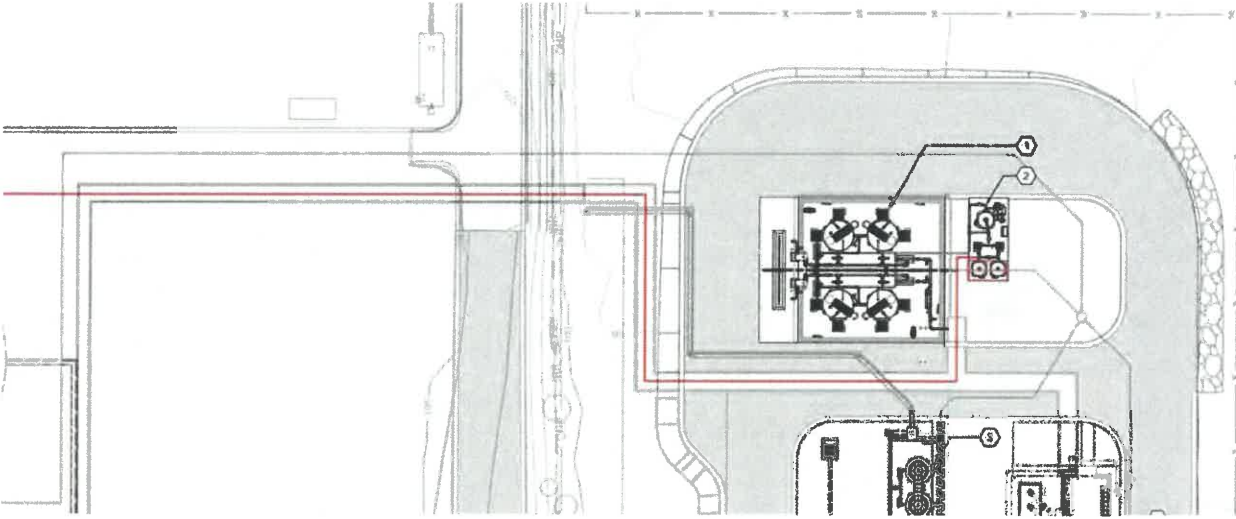


Cost Reduction Ingredients: Approximately 10,000 SF less paving

Additional Benefits:

- Reduced length of precast utility trench within the traffic zone
- Improved drainage within the paved area
- Fewer piping conflicts
- Improved construction schedule

Opportunity No. 3: Utilize Existing Biofilters In-Lieu of Carbon Vessels The Odor Control System being provided for the High Strength Waste Receiving Station includes one (1) BioTrickling Filter and two (2) Activated Carbon Odor Control Units. The media in the Activated Carbon Odor Control Units will require periodic replacement. We suggest routing the foul air from the outlet of the BioTrickling Filter, via the utility trench, to the existing Biofilters located south of the Dewatering Building.



Cost Reduction Ingredients:

- Replacement of the Activated Carbon Odor Control Units with PVC piping
- No periodic removal and replacement of media required

Additional Benefits:

- Fewer pieces of equipment to maintain

Opportunity No. 4: Combine the Energy Recovery and Expansion Projects

The Energy Recovery Project and the Expansion Project will be constructed concurrently. We suggest the City consider the intrinsic value of having a single point of responsibility for both projects.

Cost Reduction Ingredients:

- Reduced job overhead costs through the avoidance of duplicate field offices, temporary utilities, etc.
- Reduced coordination effort for the Engineer, Construction Manager, and Plant Operations staff

Additional Benefits:

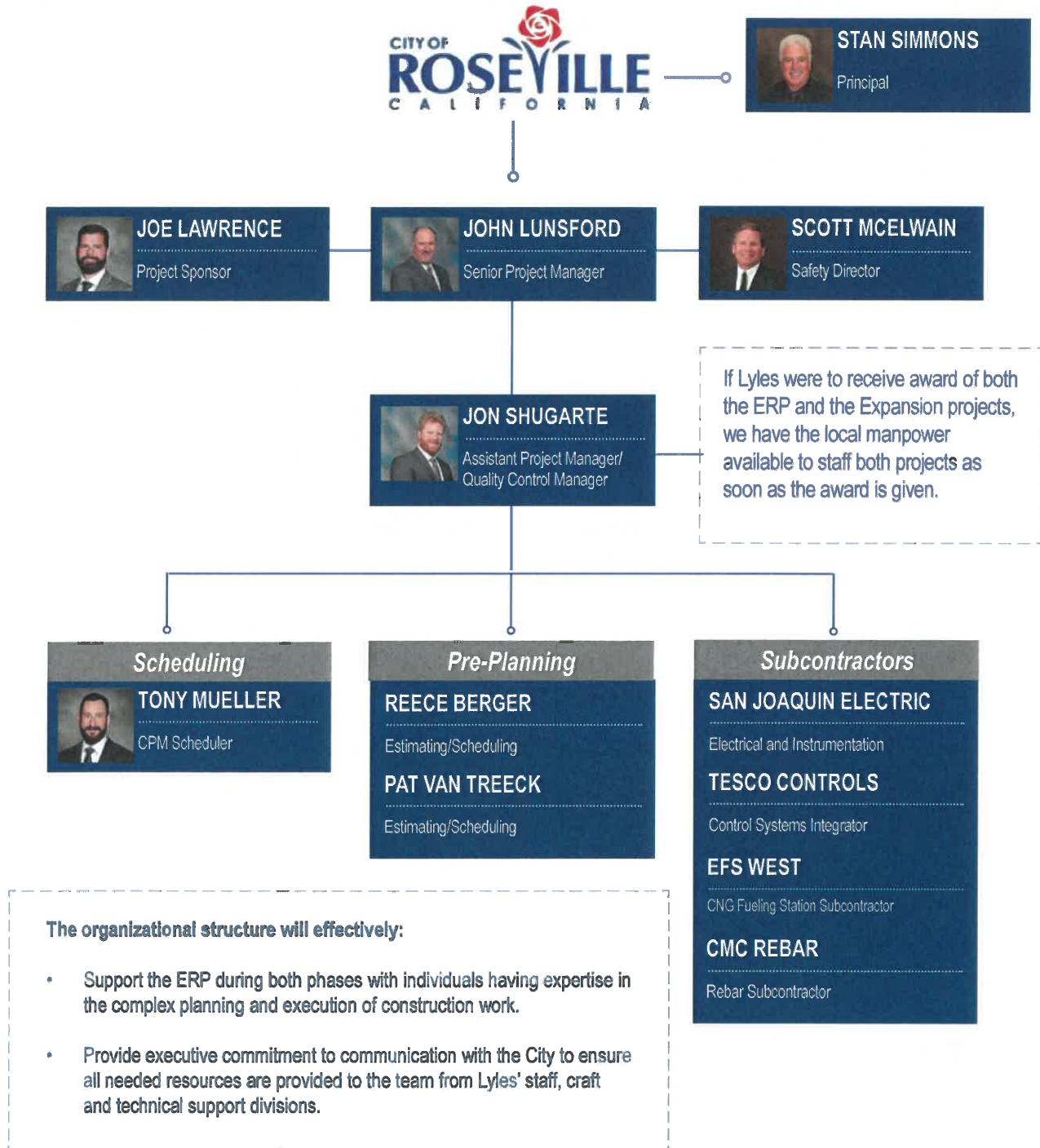
- Improved coordination between projects
- Reduced risk of delay and/or conflict between multiple contractors
- **Opportunity to mitigate start-up and commissioning risks identified in Section 2 'Commissioning Challenges and Opportunities'**



SECTION 4

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE





INCLUDED IN THE SIX (6) QUALIFYING PROJECTS IDENTIFIED IN OUR SOQ

**STAN SIMMONS** - Principal

Mr. Simmons has been involved with Alternative Delivery projects since 1981, including an integral role from the initial conceptual development stage through final construction of more than \$1.5 Billion of Water and Wastewater Design-Build Projects, routinely serving as Pre-Construction Services Manager and Executive Sponsor for most of the 100 plus alternative delivery projects delivered at Lyles. This experience with similar projects will provide the City of Roseville with useful early cost and schedule certainty to ensure all information is

provided in a timely manner to effectively make value based decisions.

AVAILABILITY: ON DEMAND AND WILL ATTEND MONTHLY EXECUTIVE MEETINGS

RELEVANT PROJECT EXPERIENCE

- City of Davis WWTP Secondary and Tertiary Improvements, DB, Executive Sponsor/Estimator, 2018, **\$71,558,825** ⓘ
- CR&R Anaerobic Digestion Facility, DB, 2017, Executive Sponsor/Chief Estimator, **\$33,000,000** ⓘ
- City of Fresno - SE Surface WTP, DBB, Executive Sponsor/Estimator, 2018, **\$162,089,360** ⓘ

**JOE LAWRENCE** - Project Sponsor

Joe has 17 years of industry experience in the construction of water and wastewater treatment facilities. During this time, he has overseen numerous Alternative Delivery construction projects with a total value in excess of \$200 million. During pre-construction, Joe will channel his previous sponsorship experience to ensure that the project goals are achieved, commit resources to the project, and monitor team performance with the City of Roseville. During construction, he will serve as the first line of off-site management working with John to coordinate project resources and will meet with the City of Roseville on

a scheduled basis to review status and performance. Joe will also lend his expertise to assist the team in identifying savings opportunities and avoiding constructability concerns.

AVAILABILITY: 25%

RELEVANT PROJECT EXPERIENCE

- City of Stockton Regional Wastewater Control Facilities Project, DB, Project Sponsor, In Progress +/- **\$190,000,000**
- City of Davis WWTP Secondary and Tertiary Improvements, DB, Construction Manager/Project Sponsor, 2018, **\$71,558,825** ⓘ
- Linda County Water District – WWTP Upgrade & Expansion, DBB, Project Sponsor, 2012, **\$29,547,940** ⓘ

**JOHN LUNSFORD** - Senior Project Manager

John Lunsford has over 29 years of industry experience in the wastewater/water market. John's creative problem-solving capabilities combined with his extensive experience managing self-performed work will ensure that construction advances safely and efficiently. During pre-construction, John will serve as the primary point of contact with the City of Roseville, manage pre-construction services, lead the development of technical solutions and critical decisions. John will also track daily progress to ensure that both the cost report and the schedule have the most up-to-date information. During construction, John will serve

as the on-site, primary point of contact with the City and have overall responsibility for team performance including safety, quality, cost, and schedule.

AVAILABILITY: 100%

RELEVANT PROJECT EXPERIENCE

- City of Davis WWTP Secondary and Tertiary Improvements, Sr. Project Manager, 2018, **\$71,558,825** ⓘ
- Central Contra Costa Sanitary District, Primary Treatment Renovations, Sr. Project Manager, 2001, **\$11,334,214** ⓘ
- Linda County Water District – WWTP Upgrade & Expansion, Sr. Project Manager, 2012, **\$29,547,940** ⓘ

**JON SHUGARTE** - Asst. PM / QC Manager

Jon is a safety-minded PM and Quality Control Manager with 14 years experience in the construction industry and extensive experience in wastewater treatment expansion projects. Working in existing plants has provided Jon the ability to collaborate with owners and project teams and plan work to minimize impacts to operations. During pre-construction, Jon will participate in design support task groups, constructability and value

engineering workshops, and work planning and packaging. During construction, Jon will maintain overall responsibility for project quality, of field-worker safety, subcontract coordination, and process equipment installation.

AVAILABILITY: 100%

RELEVANT PROJECT EXPERIENCE

- Linda County Water District – WWTP Upgrade & Expansion, DBB, Project Engineer/QC Manager, 2012, **\$29,547,940** ⓘ
- Fairfield Suisun Sewer District Secondary Treatment Expansion, DBB, Project Manager, 2009 **\$21,182,911**

**SCOTT MCELWAIN** - Safety Director

Scott McElwain will serve as the Safety Manager for the PGWWTP ERP. He will be responsible for the planning and implementation of site safety during all field operations of the project. Scott or a Lyles Safety Technician will visit the PGWWTP site weekly and when any critical activities are planned to occur. He will work with our construction team to build safety into our means and methods while considering constructability requirements. Scott is the Lyles Corporate Safety Director and has been involved in construction safety

for almost 20 years, with ten of those years at Lyles. Under his leadership, the Lyles Construction Group has received numerous safety awards from various industry groups, and Scott will ensure that this project meets those award winning standards.

AVAILABILITY: 20%**INDUSTRY RECOGNITION**

- Fresno Builders Exchange, 2006 Safety Leadership Award
- Cal OSHA Golden Gate Recognition, Calgren Pixley Ethanol Project, November 2007
- Cal OSHA Golden Gate Recognition, City of Tulare IWWTP Project, February 2009

**TONY MUELLER** - CPM Scheduler

Tony's involvement in the ERP will be in identifying major decision points that have the largest potential to impact the overall project cost and schedule. Over his 16 years of construction experience, he has developed the schedule for nearly every project he has been involved with. Tony will work closely with the City of Roseville and the Project Team to ensure that critical path activities are well identified so that they receive the focus that they deserve. He will also be responsible for updating the schedule to reflect the actual work performed, preparing monthly reports and narratives for distribution, and assisting

with critical path analysis so that all parties understand the implications of schedule revisions and/or change order work.

AVAILABILITY: 20%**RELEVANT PROJECT EXPERIENCE**

- City of Fresno - South East Surface WTP, Senior Project Manager, CPM Scheduler 2018, **\$162,089,360** 📈
- Moreno Valley RWRF Preliminary Treatment and Acid Phase Anaerobic Digestion, CPM Scheduler, 2012, **\$30,925,375** 📈
- Palmdale Water Reclamation Plant Stage Five Plant Expansion, CPM Scheduler, 2012, **\$116,079,181**

**REECE BERGER** - Pre-plan Manager

(Civil & Structural)

Reece will be responsible for the development and execution of purchase agreement and subcontracts, and will collaborate with the City of Roseville to prioritize and procure critical submittals and work packages. Reece will collaborate with City Stakeholders, and project team members to support the most efficient review of submittals, work plans, RFIs, as-built drawings, startup, testing and commissioning plans.

AVAILABILITY: 50%**RELEVANT PROJECT EXPERIENCE**

- OCSD Plant 1, Sludge Dewatering and Odor Control, DBB, 2018, Project Manager, **\$137,944,211**
- Western Riverside County Regional WW Authority 14 MGD Plant Expansion, DBB, Project Manager, 2016, **\$57,822,148**
- Moreno Valley RWRF Preliminary Treatment and Acid Phase Anaerobic Digestion, Estimator, 2012, **\$30,925,375** 📈

**PAT VAN TREECK** - Pre-plan Engineer

(Mechanical & Equipment)

Pat will participate in constructability reviews; develop work plans, sequencing, and resources; and provide input for cost and schedule. As the Estimator on the WWTP Secondary and Tertiary Improvements Project for the City of Davis, Pat was responsible for preparing the GMP estimate for all piping and mechanical equipment based on a 60% design package. Pat's extensive knowledge and understanding of treatment plant processes and construction enabled a complete and accurate estimate from the 60% conceptual design. During

construction, Pat worked closely with the Design team and Client to value engineer the piping systems, which resulted in significant project cost savings. This knowledge and experience will assist the City of Roseville in delivering a high-quality project that is on schedule and within budget.

AVAILABILITY: 50%**RELEVANT PROJECT EXPERIENCE**

- City of Davis WWTP Secondary and Tertiary Improvements, Project Manager, 2018, **\$71,558,825** 📈
- OCSD Plant 1, Sludge Dewatering and Odor Control, DBB, 2018, Executive Sponsor/Estimator, **\$137,944,211**
- Palmdale Water Reclamation Plant Stage Five Plant Expansion, CPM Scheduler, 2012, **\$116,079,181**

**WADE JOHNSON - Principal**

San Joaquin Electric

His 30 years of experience in the industry has given him many insights into the electrical construction field. His experience in managing complex installations is second-to-none and includes: water and wastewater treatment plants, industrial projects, commercial buildings, food processing plants, agricultural installations, automation, PLC control systems, SCADA systems, process instrumentation, pneumatics, petro-chemical facilities, refineries, industrial lighting systems, lighting controls, fiber optics, and security systems. On this project, Wade will take the lead in identifying electrical challenges and opportunities during the design-phase, and ensuring that Fred Lozo, his project manager, has the resources needed to meet the City of Roseville's expectations during the construction phase.

AVAILABILITY: 50%**RELEVANT PROJECT EXPERIENCE**

- City of Roseville - Dry Creek WWTP Secondary Clarifier Rehabilitation Project – Sr. Project Manager
- City of Roseville - Pleasant Grove WWTP Ultra-Violet Disinfection Project, Design-Assist – Sr. Project Manager
- City of Roseville - Dry Creek WWTP Cooling Towers Project, Design-Build – Sr. Project Manager

**JOSH OAKS - Project Manager**

TESCO

With over 20 years of experience in automation systems, Mr. Oaks is an accomplished automation professional who possesses the skills, tact, and experience to lead a project to successful completion. His direct experience in system installation enables him to relate with field implementation teams on project needs, allowing him to efficiently navigate the needs of a project and its deliverables in the most proficient manner. He communicates and coordinates resources while managing contractual obligations and project schedules.

AVAILABILITY: 50%**RELEVANT PROJECT EXPERIENCE**

- City of Roseville – SCADA System Replacement Project, Project Manager - experience with the City's automation, SCADA, and PLC standards.
- San Francisco Public Utilities Commission (SFPUC), WW-613 Southeast WPCP SEP 521/522 & Disinfection Upgrades - Project Manager
- San Jose -Santa Clara Regional Wastewater Authority Digesters and Thickener Facilities Upgrade Project - Project Manager

San Joaquin Electric

Wade Johnson has successfully completed three large Design-Assist projects for the city of Roseville along with many hard bid jobs. His extensive knowledge of the City's electrical and instrumentation specifications and standards make him a valuable asset to the ERP. Wade has 15 years of experience coordinating with the City's I&C department and Roseville Electric with great success. Wade and his project management team are proactive in discovering potential problems long before they become significant issues and can provide timely and cost effective solutions that prevent schedule delays.

San Joaquin Electric (SJE) has been a leader in the commercial electric contracting market since 1980. They have specific expertise in PLC control systems, SCADA systems, process instrumentation, pneumatics, lighting controls, fiber optics, and security systems, all of which are applicable to the ERP. Overall, SJE and its leadership set an example of dedication, diligence, and fine workmanship that makes them successful industry professionals.

Tesco Controls Inc.

TESCO has a longstanding relationship with the City of Roseville and has successfully completed numerous projects for the City since 2003. Over the last 15+ years, TESCO has provided the City with control system planning, design, equipment builds, and implementation; including the design, manufacture, assembly, and integration of Industrial Control Panels, Motor Control Centers, and switchgear. These services have been provided by TESCO for all of the City's treatment plants, including Barton Water Treatment Plant, Dry Creek Wastewater Treatment Plant, and Pleasant Grove Wastewater Treatment Plant.

Most recently, TESCO completed a multi-million-dollar design-assist project for the City that involved all of the City's treatment plants. TESCO worked collaboratively with Roseville Environmental Utilities Department (EUD) to bring this project to successful completion. Additionally, TESCO assisted the City in developing their automation standards, including hardware assets such as Motor Control Centers, pump controls, and automation systems. TESCO's history of working collaboratively with the City coupled with their intimate knowledge of the City's system integration requirements makes TESCO the ideal system integrator for this project.


GMC Commercial Metals
CMC REBAR - Rebar Subcontractor

For over 60 years, CMC Rebar has fabricated, furnished, and installed rebar and accessories for all construction markets. They operate state-of-the-art fabrication facilities in over 90 locations throughout the U.S. With almost 2.5

million tons of fabricating capacity, they have the national presence and capacity to serve all of our rebar needs with the same consistent level of customer service, no matter where the project is located.

CMC Rebar has provided reinforcing steel to many of America's largest landmark construction projects. At each of their facilities, CMC has the estimating, detailing and fabricating experience to manage any project, no matter what the size or schedule demands may be. For the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project, this means that Lyles will have a proven performance partner with the experience that is required in today's demanding construction environment.


PLANNING • DESIGN • CONSTRUCTION

28472 Constellation Rd, Valencia, CA 91355

EFS WEST - CNG Fueling Station Subcontractor

EFS West is a design-build construction firm specializing in the construction of CNG, LNG,

and conventional fuel facilities for commercial and government customers. These customers include Federal and State governments, municipalities, transit agencies, trucking firms, waste haulers, retail gasoline, ports and airports. They combine their design expertise with field construction capabilities to provide comprehensive, turnkey services for design-build fuel system projects. In business since 1993, EFS West is headquartered in Santa Clarita, California. Their management and construction staff includes over 50 construction professionals with experience in all aspects of alternative and conventional fuel system planning, design, permitting, and construction. They can field multiple construction crews capable of ground-up fuel system construction. This capacity allows them to meet the requirement of many of their customers for work at multiple sites concurrently. Their long and successful history is due to very simple concepts: Provide quality work, meet deadlines, and perpetuate their business through satisfied customers. With extensive experience in fuel system projects combined with the long list of repeat business advocates, EFS West was an easy choice to partner with for this project.

ATTACHMENT 1

PROPOSER'S CERTIFICATION OF PROJECT MANAGER EXPERIENCE PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

To be submitted with Sealed Bid Proposal

The Proposer shall name below their chosen Project Manager who will be assigned to this Project and will be personally present on-site full-time during construction. This named Project Manager must have completed three (3) water and/or wastewater projects since January 1, 2009. One of the listed water and/or wastewater projects must have a contract amount greater than or equal to \$20 million. The Project Manager's demonstrated project experience must be on one or more of the following types of projects:

- a. Industrial and/or Municipal Water Treatment Plants where the earthwork, structural concrete, mechanical, electrical, and instrumentation systems were part of the Contractor's contract; or
- b. Industrial and/or Municipal Wastewater Treatment Plants where the earthwork, structural concrete, mechanical, electrical, and instrumentation systems were part of the Contractor's contract.

Any projects listed below, which are not as defined above, will not be considered by the City in meeting this pre-requisite experience requirement. For example, pipeline projects, and/or pump station projects are not considered an equivalent project.

An industrial and/or municipal water or wastewater treatment plant project is defined as a project that was engineered and constructed for an industrial or municipally owned and operated facility which is designed to remove contaminants, specific constituents, and/or particulates in water and/or wastewater as required by a State issued discharge permit.

Name of Project Manager: John Lunsford

Number of Years of Total Construction experience as a Project Manager assigned to the types of projects as defined above: 29 years

Number of Years as a Project Manager for your Company: 29 years

List three (3) completed water and/or wastewater treatment plant projects as defined above where the individual named above held the position of Project Manager. One of the projects must have a contract value greater than or equal to \$20 million.

Project #1 Name: Wastewater Treatment Plant Secondary and Tertiary Improvements Project

Owner: City of Davis

Construction Cost: \$ 32,619,341

Construction Time: 1,493 calendar days

Owner's Representative: Diana Jensen

Owner's Representative Telephone No.: (530) 757-5686

Engineer or On-Site Construction Mgr.: AECOM

Engineer or On-Site CM's Telephone No.: Scott Thibault (978) 905-3217

Date of Substantial Completion (must be on or before Jan. 1, 2009): September 28, 2018

Duration of Project (in months) 49

Project #2 Name: Primary Treatment Renovations

Owner: Central Contra Costa Sanitary District

Construction Cost: \$ 11,441,946

Construction Time: 1,229 calendar days

Owner's Representative: Craig Mizutani

Owner's Representative Telephone No.: (925) 229-7361

Engineer or On-Site Construction Mgr.: Central Contra Costa Sanitary District

Engineer or On-Site CM's Telephone No.: Nathan Morales (925) 229-7125

Date of Substantial Completion (must be on or before Jan. 1, 2009): January 22, 2016

Duration of Project (in months) 41

Project #3 Name: Linda County Wastewater Treatment Plant Upgrade

Owner: Linda County Water District

Construction Cost: \$ 29,547,940

Construction Time: 335 calendar days

Owner's Representative: Brian Davis

Owner's Representative Telephone No.: (530) 743-2043

Engineer or On-Site Construction Mgr.: Kennedy Jenks Engineering

Engineer or On-Site CM's Telephone No.: Don Barraza (916) 858-2700

Date of Substantial Completion (must be on or before Jan. 1, 2009) : May 23, 2012

Duration of Project (in months) 12

This form shall be fully completed and submitted by the Proposer with the Technical Proposal (Part 1). Proposer is not allowed to provide a substitute form of similar information.

The City may check project references listed above to verify the Project Manager's project experience information provided. The City may also discuss the Project Manager's performance with project references provided above.

It is very important that the Proposer verify that all contact information is current for each name listed above. Failure of the Proposer to provide current and valid project contact information and/or all information required by this certification may be grounds for the City to determine the Proposer to be non-responsive and/or non-responsible and therefore ineligible for consideration of Project award.

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ATTACHMENT 2

PROPOSER'S STATEMENT OF SUBCONTRACTORS PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP To be submitted with Sealed Technical Proposal (Part 1)

The undersigned Proposer submits herewith a list of subcontractors the Contractor proposes to employ on the Work. Said subcontractors will each perform Work in an amount greater than one half of one percent (0.5%) of the Total GMP submitted in their Cost Proposal (Part 2). This list shall include the proper firm name, their license number and class, city and state of each subcontractor, and the portion of the Work to be done by each subcontractor with the understanding that failure to name such subcontractors shall be witness that the Contractor shall have agreed to perform such portion of the Work; and that the Contractor shall not subcontract said portion of the Work; and if a subcontractor is listed, there shall be no substitution of that subcontractor without first obtaining written permission of City Council pursuant to the provisions of Section 4107 of the Public Contract Code. The Contractor shall list only one subcontractor for each portion of the Work to be done as defined by the Contract Documents.

The Proposer's attention is directed to the provisions found in Section IV.B, Section 4 - PROJECT TEAM QUALIFICATIONS AND EXPERIENCE, which stipulates the percent of the Work to be performed with the Proposer's own forces. The City will determine the percentage of the Work self-performed by the Proposer, by subtracting the total percentage of below listed subcontractors work from 100%.

Work to be done by Subcontractor	Percent of Total GMP	Name of Subcontractor	Place of Business (City and State)	CSLB Contractor License Number	DIR Registration Number, and Expiration Date
Asphalt Paving	0.8%	Martin Brothers Construction	Sacramento, CA	726454	10000000174 Exp. 6/30/2022
Reinforcing Steel	0.8%	CMC Rebar West	Tracy, CA	778010	1000000298 Exp. 6/30/2022
Masonry	1.0%	Townsend & Schmidt Masonry	Sacramento, CA	186559	1000000879 Exp. 6/30/2020
Painting & Coatings	0.8%	Mason Painting, Inc.	Orangevale, CA	819987	1000008947 Exp. 6/30/2020
CNG Fueling System	14.3%	EFS West	Valencia, CA	826003	1000011646 Exp. 6/30/2020
HVAC	0.5%	Blocka Construction, Inc.	Fremont, CA	679326	1000000447 Exp. 6/30/2022
Pipe Insulation, Sheet Metal Framing, & Gypsum Board	1.6%	Performance Contracting, Inc.	North Highlands, CA	474795	1000004922 Exp. 6/30/2022

ATTACHMENT 3

PROPOSER'S SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP To be submitted with Sealed Bid Proposal

1. The undersigned Proposer represents that, if awarded the Agreement, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, Proposer warrants that the equipment and materials manufactured and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance tests reveal that the equipment or material does not meet Contract Document requirements or the manufacturer or supplier is unable to meet the delivery requirements necessary to maintain progress of the Project based upon the accepted baseline CPM construction schedule. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid Proposal non-responsive and may be the basis for rejection of the Bid Proposal.
2. All major Equipment shall be included in the bid proposal according to the following:
 - (a) Not used.
 - (b) The following Major Equipment Schedule Table designates major equipment items to be provided. All costs for providing these equipment items shall be included in the Bid Proposal (Part 2). The Proposer shall indicate which Manufacturer/Supplier of equipment they propose to provide, by checking ONE of the named, listed items and, if the Proposer desires to propose an "or equal" equipment item, by writing in a proposed "or equal." If the Proposer writes in a proposed "or equal," the Proposer shall also check one of the named, listed items. It is the Proposer's responsibility that all equipment to be provided, either checked or proposed "or equal" write-in, meet the requirements of the Specifications.
 - (c) The opinion of the City's Representative will be the final determination of whether a write-in "or-equal" meets the design intent. In the event that the City's Representative allows the Proposer's proposed "or equal" material or equipment item for use as an "or equal", the proposed "or equal" material or equipment item shall be provided for the amount included in the GMP with NO change in GMP. Should the write-in proposed "or equal" item be determined "not equal" by the City's Representative, then the Proposer hereby agrees to provide the checked Manufacturer/Supplier item for the amount included in the Proposer's GMP. Should a Proposer fail to indicate which named manufacturer or supplier the Proposer's GMP is based on, or checks more than one named Manufacturer/Supplier per listed equipment item, the Proposer hereby agrees to provide the Manufacturer/Supplier item noted as "A" for the amount included in the Proposer's GMP with NO change in the GMP.
 - (d) Allowances of proposed "or equal" equipment does not constitute a waiver of the Specifications. Proposed "or equal" equipment is defined as equipment proposed and named by the Proposer under the Manufacturer/Supplier column in the Major Equipment Schedule Table as equal and equivalent to the specified equipment.
 - (e) Proposed "or equal" equipment will only be considered after award and execution of Agreement by the City Council. For each "or equal" (write-in) equipment item, Contractor shall submit a properly completed, MATERIAL/PRODUCT SUBSTITUTION REQUEST FORM (PER SECTION 01 60 00.01) within thirty-five (35) calendar days after the date of the Notice to Proceed. Proposed "Or Equal" Substitution Form must be completely filled out, certified and include all required supporting documentation to allow the City's Representative and Engineer to assess the "or equal" acceptability of the product or system. Failure to submit all the required information within the established time limit shall be grounds for determination that the proposed "or equal" major equipment item is "not equal" to the named, listed Manufacturer/Supplier equipment item.

(f) Within 30 calendar days after receiving the proposed "or equal" major equipment submittals, the City's Representative will notify Contractor, in writing, as to whether or not the submitted proposed "or equal" equipment, if any, are accepted as meeting the general specification requirements. The consideration of this equipment shall not be construed to indicate final acceptance by the City, nor relieve the Contractor and/or Manufacturer/Supplier of the equipment from providing the post-Agreement award submittal information.

(g) To be deemed equal, the proposed "or equal" equipment shall be the same or better than the specified named product with respect to features, materials of construction, function, performance, reliability, quality, general dimensional configuration, operations and maintenance access and costs, and static and dynamic loads. Determination of equality in reference to the project design requirements will be made by the City's Representative.

(h) No proposed "or equal" major equipment will be considered unless, in the opinion of the City's Representative and Engineer, it conforms to the Contract Drawings and Specifications in all respects, except for make and manufacturer and minor details.

(i) Design of this Project is based upon the Manufacturer/Supplier equipment item noted as the "A" item in the Major Equipment Schedule Table. When a "B," "C," or "D" named item is named in the Major Equipment Schedule Table, the equipment or product of this "B," "C," or "D" named manufacturer or supplier is deemed "or equal" in quality; however, should a Proposer propose providing a "B," "C," or "D" named item, or proposed "or equal" (write-in) equipment, the Proposer shall comply with the following:

1) The Proposer shall include in the GMP all additional costs (including all general construction, process mechanical, HVAC, plumbing, electrical, and instrumentation and control work), required to accommodate, furnish, and install the proposed equipment or material, training, and spare parts.

(2) Contractor shall reimburse the City for Engineer's time and expense charges associated with the review of proposed "or equal" Major Equipment or System submittals, subsequent notification to Contractor of disposition, and any associated modifications to the Drawings.

**MAJOR EQUIPMENT OR MATERIAL SCHEDULE
SUPPLIED BY CONSTRUCTION CONTRACTOR
For the PGWWTP ERP**

SECTION	EQUIPMENT OR MATERIAL	NAME OF EQUIPMENT OR MATERIAL SELECTED Indicate with a check mark within the ()
26 12 19	Medium Voltage Transformers	A. ☒ Eaton Cooper Power Systems B. ☐ ABB C. ☐ Schneider Electric D. ☐ Square D E. ☐ _____ "or equal" write-in
26 24 19	Motor Control Centers	A. ☒ Eaton B. ☐ General Electric C. ☐ Square D D. ☐ _____ "or equal" write-in
43 10 01	CNG Fueling System	A. ☐ ANGI Energy Systems B. ☒ J.W. Operating Company C. ☐ _____ "or equal" write-in

SECTION	EQUIPMENT OR MATERIAL	NAME OF EQUIPMENT OR MATERIAL SELECTED Indicate with a check mark within the ()
43 24 51	Progressing Cavity Pumps	A. (X) Moyno, no equals
43 24 72	Chopper Pumps	A. (X) Vaughan, no equals
43 32 77	Biogas Upgrading System	A. (X) Unison Solutions B. () _____ "or equal" write-in
43 41 32	High Strength Waste Tanks	A. (X) Central Valley Tank Write-in
43 42 21	Welded Steel Pressure Vessels	A. () Manchester Tanks B. () Highland Tanks C. (X) NJ McCutchen D. (X) Modern Custom Fab "or equal" write-in
44 31 16	Activated Carbon Odor Control Equipment	A. () ECS B. (X) Evoqua Water Technologies C. () Daniel Mechanical D. () _____ "or equal" write-in
44 31 21	Biotrickling Filter Odor Control Equipment	A. () BioAir B. (X) Evoqua Water Technologies C. () Daniel Mechanical/GES D. () Biorem E. () _____ "or equal" write-in
48 31 16	Microturbine Combined Heat and Power Generation	A. (X) Capstone B. () _____ "or equal" write-in

END OF SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIER

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SECTION 5

CONTRACTOR'S QUALITY CONTROL PROGRAM

CONTRACTOR'S QUALITY CONTROL PROGRAM

OVERVIEW

In construction, a Quality Control Program (QCP) can be defined simply as "a systematic Program employed by a Contractor to fulfill a project's requirements for quality as defined by the Contract Documents". At W.M. Lyles Co., (Lyles) we believe that the Contractor always has complete responsibility for the quality of the work and our experience has taught us that in order for a QCP to be successful, it must include the following ingredients:

Program Organization - Identification of the personnel responsible for implementation of the QCP, their individual responsibilities, and the requirements for communication between project stakeholders

Program Standards - Identification and definition of the specific quality standards to be met

Preparatory Controls - Description of the proactive actions that will be taken to ensure that the Program Standards are met

Confirmation Procedures – Description of the specific actions that will be taken to inspect the work and document activities affecting quality

Corrective Controls - Description of the corrective actions that will be taken in the event that the Program Standards are not met

Based on this, the following QCP outline has been developed specifically for the ERP. This outline describes both the methodology and procedures that will be utilized by Lyles to ensure that our finished product complies with all of the Project's quality standards.

QUALITY CONTROL PROGRAM

I. Program Organization

A. Authority and Responsibilities of QC Manager

1. Establishment of the QCP

- a. Develop the procedures and controls needed to assure optimum quality throughout all phases of the Project.
- b. Assign responsibility for the execution of various QC functions to members of the Project Team.
- c. Develop the checklists and forms necessary

to document verification that the Work is in compliance with the Contract Documents.

d. Develop the reports and documentation necessary to record the enforcement and effectiveness of the QCP.

2. Implementation and enforcement of the QCP

a. Conduct Pre-Installation Conferences prior to the start of each Division, Section, or major item of Work.

b. Supervise the execution of the various QC functions by members of the Project Team.

c. Verify that all materials, equipment, and procedures utilized in the execution of the work are in conformance with the Program Standards

d. Perform initial, in-process, and final inspections on each segment of work.

e. Identify, report, and reject defective and/or non-conforming work and identify and monitor corrective actions.

f. Generate Monthly QC Report.

II. Program Standards

A. Contract Documents

1. Prescriptive and/or performance based requirements identified in the Specifications
2. Prescriptive and/or performance based requirements identified in the City of Roseville Standard Drawings
3. Prescriptive and/or performance based requirements identified in applicable Building Codes

B. Stakeholder Requirements

1. Quality outcomes desired by the City and its Operations and Maintenance Staff
2. Quality outcomes desired by the Neighborhood and the Community at large
3. Quality outcomes desired by the Engineer
4. Quality outcomes desired by Lyles and its sub-

contractors and suppliers

III. Preparatory Controls

A. Submittal Control

1. Under the supervision of the QC Manager, the Project Team will review all Submittals prior to them being forwarded to the Engineer for approval. This review will consist of verifying that the Submittals are complete, that they are in conformance with the Contract Documents, and that they have been coordinated with any related and/or affected work.

B. Off-site Quality Control, Inspection, and Material Certification

1. When required by the Contract Documents, Source Quality Control Programs and/or Material Certifications will be furnished by various suppliers. These items, as well as other required qualifications, certifications and test results will be furnished to the Engineer via Submittals under separate cover.

2. When deemed necessary by the QC Manager due to the identification of poor quality material or equipment, copies of a manufacturer's Quality Control Program(s) and/or visits to their off-site facilities may be required.

C. Pre-Work Activities

1. Completion of a Pre-Installation Conference to ensure that the required preparations for the execution of upcoming work have been performed.

2. Review of all relevant Contract Documents, Submittals, RFI's, Change Orders, and the CPM Schedule.

3. Review of all relevant QC procedures, testing and/or inspection requirements, and notification requirements.

4. Verification that all preceding work has been properly completed and accepted by the QC Manager and/or the City's Representative.

5. Physical review to confirm that all materials and equipment needed to execute the work to be performed is on-site, available, and ready to be incorporated.

IV. Confirmation Procedures

A. Initial Inspection

1. Prior to proceeding with additional work of the affected scope, the Initial Inspection must be successfully completed and any related QC Field Observation Memos must be signed-off by the QC Manager

B. In-Process Inspection

1. Once a specific item of work has successfully passed its initial inspection, work may continue to completion. During execution of the work additional reviews will be performed to assure that the quality present during the accepted Initial Inspections is maintained.

2. Noted deficiencies which are repetitive in nature will be brought to the attention of the responsible party for immediate correction via a Field Observation Memo. The QC Team will suspend the work in question until a plan for correction, including a recovery schedule, is submitted and approved by the QC Manager.

C. Final Inspection

1. Once the work of a specific scope has been completed, Final Inspection will be called for by the installing party. The scheduling of this inspection will be accomplished by the installing party's completion of a Final Inspection Request (FIR) which is to be submitted to the QC Manager. Upon receipt of this FIR and prior to performance of the final inspection, the QC Team will verify that all previously issued Field Observation Memos have been cleared and that any required testing has been performed.

2. During the Final inspection, all deficiencies will be recorded on a follow-up Field Observation Memo which will be returned to the responsible party for immediate implementation of any required corrections.

D. Confirmation Tests

1. All confirmation tests required to be performed by the Contractor will be done in accordance with the requirements of the Contract Documents and the applicable Program Standards.

2. All confirmation tests required to be performed by the City will be coordinated and scheduled with the City Representative.

E. Documentation Procedures

1. Upon completion of each inspection and/or test, a record (checklist, form, Field Observation Memo, etc.) will be generated in accordance with the QCP.

V. Corrective Controls

A. Identification and Documentation

1. Deficiencies identified during each phase of the project will be documented through the use of Submittal Review Forms, Daily Inspection Logs, Testing Records, and Field Observation Memos, as applicable.

B. Notification

1. Immediately following the identification and documentation of a deficiency, all responsible parties will be notified and a copy of all relative documentation will be provided.

C. Execution

1. Upon notification, the responsible parties will coordinate with the QC Manager to identify the corrective actions to be taken. Corrective work will not commence without the approval of the QC Manager. All corrective work will be subject to the Confirmation Procedures outlined above.

D. Recurrence Prevention

1. Recurrence of deficiencies is to be avoided at all cost. At the discretion of the QC Manager, parties responsible for repetitive deficiencies may be required to perform more significant corrective actions including, but not limited to, the following:

- a. Create modified and/or specialized Quality Control Plans outlining revised techniques for preventing the subject deficiencies.
- b. Replace the specific individuals responsible for the deficiencies with qualified staff (includes both craft and management).
- c. Have the work performed by a 3rd party at the responsible party's expense.

The Right Experience

Linda County Water District – WWTP Upgrade & Expansion

CONTRACT VALUE: \$29,547,940

% OF SELF-PERFORMANCE: 65 %

PROJECT RELEVANCE:

1. Numerous shut-downs & tie-ins to existing facilities
2. Included State Revolving Funds
3. Plant remained fully operational during construction
4. Clarifiers



Upgrade and expansion of the existing 1 MGD wastewater plant to a 5 MGD Title 22 Reclaimed

Water Facility on a 27 acre site. Work included conversion of an existing clarifier to a storage tank, new Influent Diversion Structure, Headworks, Primary Clarifiers, Activated Sludge Basins, Secondary Clarifiers, Filter Feed Pump Station, Tertiary Filters, Control / Blower / Laboratory Building, Sludge Drying Beds, HDPE-lined and concrete-lined Sludge Lagoons, Stormwater Detention Basins, Sludge Thickening Facility, electrical and instrumentation with SCADA integration, site grading, paving and yard piping.

Proposed Quality Control Manager for the ERP, Jon Shugarte was responsible for ensuring the highest quality standards were met with respect to safety, budget and schedule. John worked in collaboration with Linda County Water District to get the project up and running, on-time and under budget. We perform all Quality Control on many projects especially for our many private clients. This approach has further enhanced our ability of our field forces to deliver unparalleled quality with limited oversight. In addition, we work for clients on the other end of the spectrum that have extremely rigid inspection. The combination of these experiences has resulted in the best quality in the business delivered by a "do it right the first time" mentality.



SECTION 6

CONTRACTOR'S CONSTRUCTION SCHEDULER QUALIFICATIONS

**FIRM/TITLE**

W. M. Lyles Co.

TENURE WITH FIRM

16 years

EDUCATION

- Bachelor of Science, Construction Management, Northern Arizona University, 2003

BUSINESS EXPERIENCE

- W. M. Lyles Co., Southern Division, Assistant Vice President, 2003 to Present

RESPONSIBILITIES

- Prepares iterative schedules as part of GMP
- Works with project team on logic, duration, resources
- Develops and maintains pre-construction schedule
- Prepares Project Schedule updates
- Evaluates re-sequence options, schedule savings

TONY MUELLER

CPM Scheduler

16 Years
Experience

Anthony (Tony) Mueller is W. M. Lyles Co.'s (WML) proposed CPM Scheduler for the Pleasant Grove WWTP Energy Recover Project. He brings over 16 year of construction experience and has been responsible for developing the schedule on near every project that he has managed. As both Project Manager and CPM Scheduler on this Project, Tony will work closely with both City Staff and the Project Team to ensure that critical path activities are well identified so that they receive the focus that they deserve. He will also be responsible for updating the schedule to reflect actual work performed, preparing monthly reports and narratives for distribution, and assisting with critical path analysis so that all parties understand the implications of schedule revisions and/or change order work.

One great example of Tony's scheduling capability can be found in Appendix C – Baseline CPM Schedule. The sample CPM schedule included in the Appendix is, in fact, a preliminary schedule for the Energy Recover Project as developed by Tony.

WHY TONY?

- Proven experience developing CPM schedules for many of Lyles qualifying projects, including: City of Fresno, SE Surface Water Treatment Facility, and the Moreno Valley Regional Water Reclamation Plant
- 16 years of CPM scheduling experience dealing exclusively in the wastewater market
- Lives and works local to the City of Roseville, so he is invested in the successful completion of the ERP Project

RELEVANT PROJECT EXPERIENCE**City of Fresno - SE Surface Water Treatment Facility, DBB, 2018, \$162,089,360 Project Executive**

Project Relevance:

- CPM Schedule created by Tony
- Two (2) secondary clarifiers
- Included State Revolving Funds

Construction of a complete and operable 80 MGD surface water treatment facility to produce potable drinking water that meets the requirements of California Administrative Code, Title 22 for potable drinking water including; construction of temporary construction facilities, construction of 72" raw water and treated water transmission piping, two conventional flocculation/ sedimentation pretreatment basins with inclined plate settlers, two concrete intermediate ozone contact basins and an ozone generation facility, eight dual media GAC filters, 8 million gallon treated water reservoir, treated water pump station, chemical building, maintenance building, wash water recovery and solids handling lagoons, wash water recovery pump station, standby generators, electrical substation, site grading and paving, process and utility piping, and site fencing and landscaping. Created and maintained a 3800 activity P6 scheduling for an accelerated 33 month construction schedule. This schedule was cost and

resource loaded.

Moreno Valley Regional Water Reclamation Plant, DBB, 2012, \$29,761,402, Senior Project Manager/CPM Scheduler

Project Relevance:

- Plant Expansion
- Odor control facility
- Anaerobic digesters

Upgrade of existing 15.8MGD water reclamation plant to 18.5MGD, including yard structures, headworks, influent pump station, grit basins, power and blower buildings, chemical scrubber odor control facility, secondary effluent pump station, tertiary effluent/utility water pump station, tertiary effluent meter vault, acid-phase digester and flare, methane-phase digester, digested sludge storage tanks, low pressure digester gas holder, 15KW generator, boiler facility, electrical buildings, and related appurtenances.

Palmdale Water Reclamation Plant Stage Five Plant Expansion, Phase I, DBB, 2012, \$114,116,000, Project Manager

Project Relevance:

- Plant Expansion Upgrade
- Digesters
- Included State Revolving Funds
- Plant remained fully operational during construction

Expansion of existing 9MGD water reclamation plant to 15MGD, including final sedimentation tanks, aeration tanks, chlorine contact tank, digester, digester cleaning bed, Title 22 tertiary cloth disk filters, dissolved air flotation units, RAS pump station, digester transfer and sludge recirculation pump station, chemical facilities, generator and air compressor buildings, boiler house, switchboard building, operations and lab building, and associated pipelines.

Linda County Water District – Wastewater Treatment Plant Upgrade & Expansion, DBB, 2012, Executive Sponsor, \$29,149,127

Project Relevance:

- Two (2) primary clarifiers
- Two (2) secondary clarifiers
- Electrical & Instrumentation systems
- WWTP upgrade and expansion

Construction of a new 5MGD Wastewater Treatment Plant on a 27 acre site adjacent to an existing treatment plant. New facilities include a headworks, two primary clarifiers, four activated sludge basins, two secondary clarifiers, filter pump station, six effluent filters, sludge thickening system, sludge drying beds, sludge lagoons, site grading, and associated piping, electrical, and instrumentation systems. Upgrades to the existing plant include the demolition of existing facilities and modifications to the existing effluent pump station.

City of Galt WWTP – Tertiary Filtration, UV Disinfection, & Biosolids Improvements, DBB, Estimator, 2010, \$11,732,000

Project Relevance:

- Numerous shut-downs & tie-ins to existing facilities
- WWTP expansion
- Included State Revolving Funds
- Plant remained fully operational during construction
- Key Personnel: Stan Simmons, Joe Lawrence, John Lunsford, Jon Shugarte, Tony Mueller, Wade Johnson and TESCO

Expansion of an existing Wastewater Treatment Plant to 6MGD including tertiary filtration and ultraviolet disinfection capabilities, a biosolids dewatering facility, biosolids storage and transfer facilities, operations and electrical building, pump stations, backup power generation, and additional infrastructure. American Public Works Association (APWA) Project of the Year 2010. Expedited delivery: 12 month contract time.



SECTION 12

IRAN CONTRACTING ACT DISCLOSURE

ATTACHMENT 6

IRAN CONTRACTING ACT DISCLOSURE FORM To be submitted with Sealed Technical Proposal (Part 1)

GENERAL

GENERAL REQUIREMENTS

PURSUANT TO THE IRAN CONTRACT ACT OF 2010 (CALIFORNIA PUBLIC CONTRACT CODE, SECTIONS 2202-2208), PROPOSERS ARE INELIGIBLE TO PROPOSE ON PROJECTS WITH A PUBLIC ENTITY FOR GOODS OR SERVICES OF ONE MILLION DOLLARS (\$1,000,000) OR MORE IF THE PROPOSER ENGAGES IN INVESTMENT ACTIVITIES IN IRAN.

PROPOSERS MUST PROVIDE THE BELOW DISCLOSURE FORM AS A MANDATORY SUBMITTAL FOR ALL PROJECTS IN EXCESS OF \$1,000,000. THE IRAN CONTRACTING ACT DISCLOSURE FORM SHALL BE SUBMITTED BY ALL PROPOSERS AS A MANDATORY SUBMITTAL.

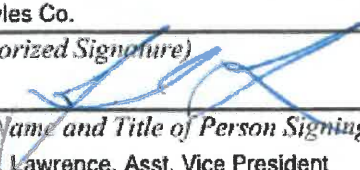
(California Public Contract, Sections 2202-2208)

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

To comply with this requirement, please provide your vendor or financial institution name and complete one of the options on the following page. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

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

<i>Vendor Name/Financial Institution (Printed)</i> W. M. Lyles Co.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Joseph E. Lawrence, Asst. Vice President	
<i>Date Executed</i> 7/22/2019	<i>Executed in</i> Rocklin, CA

OPTION #2 – EXEMPTION

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

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

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>



SECTION 13

PROPOSER CERTIFICATIONS AND SIGNATURES PROPOSAL FORM

ATTACHMENT 7

PROPOSER'S CERTIFICATIONS AND SIGNATURES PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP To be submitted with Sealed Technical Proposal (Part 1)

In response to the Request for Bid Proposals (RFBP), Section I, dated June 3, 2019 and in accordance with the accompanying SELECTION PROCESS AND INSTRUCTIONS TO PROPOSERS, Section II, the undersigned hereby proposes to City to furnish all plant, labor, technical and professional services, supervision, materials, and equipment (other than materials and equipment specified as furnished by City), and to perform all operations necessary and required for construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project, in accordance with the Contract Documents, and any Addenda thereto, for the Total Guaranteed Maximum Price (GMP) and all other terms submitted in the Bid Proposal.

This Bid Proposal constitutes a firm offer to City, which cannot be withdrawn for 120 days from and after the date set for receiving Bid Proposals, or until the Agreement is fully executed by City, whichever is earlier.

The undersigned Proposer hereby certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents; has carefully checked all of the words and figures shown on its Bid Proposal; has carefully reviewed the accuracy of all statements in this Bid Proposal and attachments hereto; and understands and agrees that City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid Proposal.

The undersigned Proposer has, by careful examination of the Contract Documents, and by examination of the actual Site conditions, satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract Documents, and all other matters that can in any way affect the Work or the cost thereof.

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within fifteen (15) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Project award and prior to award of the Agreement by the City Council.

The undersigned Proposer certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is 422390 and the classification of said license is A, B, and the said license expires 5/31/2020.

The undersigned Proposer certifies that it is now registered with the Department of Industrial Relations (DIR) to do public work pursuant to California Labor Code Section 1725.5. The number of said registration is 1000001448, and the said registration expires 6/30/2022.

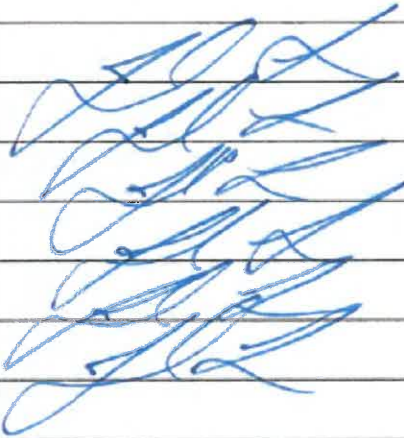
The undersigned Proposer certifies that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such work without immediate divulgence of such fact to the City. Proposers submitting a Bid Proposal in response to this RFBP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Proposer or the Proposer's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Proposer has no conflicts of interest, a statement to that effect must be added to this ATTACHMENT 7. Violation of this section shall be a material breach of the Agreement entitling the City to any and all remedies by law or in equity.

The undersigned Proposer certifies that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFBP, including any method of coercion, confidential financial arrangement or financial

inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Proposer, or from any officer, employee or agent of the Proposer, in connection with the award of the Agreement or any Work to be conducted as a result of this RFBP. Violation of these requirements shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

The undersigned Proposer certifies that the designated project team, including subcontractors, will be used for this Project. Departure or reassignment of, or substitution for, any member of the designated project team or subcontractors shall not be made without the prior written approval of the City.

The undersigned Proposer acknowledges receipt, understanding, and full consideration of the following Addenda:

Addendum Number	Addendum Date	Signature of Proposer
1	06/04/19	
2	06/18/19	
3	06/27/19	
4	07/03/19	
5	07/10/19	
6	07/12/19	

IF PROPOSER IS:
An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Number: () FAX Number: ()

Email Address of Authorized Representative: _____

A Partnership

Partnership Name (typed or printed): N/A

By: _____
(Signature of general partner- attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

A Corporation

Corporation Name (typed or printed): W. M. Lyles Co.

State of Incorporation: California

By: _____ (SEAL)
(Signature - attach evidence of authority to sign)

Name (typed or printed): Joseph B. Lawrence

Title: Asst. Vice President

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Name (typed or printed): Ruben Moreno, Jr.

Date of Qualification to do business is: 5/19/1982

Business Address: 1210 W. Olive Ave., Fresno, CA 93728

Phone Number: (559) 441-1900 FAX Number: (559) 487-7949

Email Address of Authorized Representative: jlawrence@wmlylesco.com

If person executing on behalf of a Corporation is not the President or Vice President, evidence of authority to sign on behalf of Corporation must be attached.

A Limited Liability Company

Limited Liability Company Name: N/A

By: _____
(Signature of Managing Partner or Officer - attach evidence of authority to bind the LLC under the
LLC's articles of organization)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

CERTIFICATION

This is to certify that I, Ruben Moreno, Jr., am the Secretary of W. M. Lyles Co., that W. M. Lyles Co. (formerly known as Pac-Nine Construction), is a California Corporation incorporated May 6, 1982, and that the attached Sections 7, 8, 9, and 10 from Article IV of the Bylaws are true and accurate copies, and that said Bylaws were duly adopted by the Board of Directors of the Corporation at its meeting on December 14, 1983, and Sections 7, 8, 9, and 10 of Article IV have not been amended to this date.

I further certify that at various duly called meetings of the Board of Directors of W. M. Lyles Co. held on October 4, 2010, October 11, 2012, June 17, 2013, October 1, 2013, May 19, 2017, March 29, 2018, and October 1, 2018, the following officers were elected:

Stanley H. Simmons – President/CEO/Treasurer (CFO)
Kenneth D. Strosnider – Executive Vice President
Robert P. Saleen – Senior Vice President
David H. O'Dear – Assistant Vice President/Assistant Secretary
Joseph B. Lawrence – Assistant Vice President
Kevin R. Shigematsu – Assistant Vice President
Anthony M. Mueller – Assistant Vice President
Ruben Moreno, Jr. - Secretary
Scott R. Fults – Assistant Secretary
Chanel L. Prince – Assistant Secretary

I also certify as of the date of this certification no changes have occurred.

DATED: July 22, 2019



Ruben Moreno, Jr.
Secretary

all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a Chief Executive Officer, a President, a Secretary and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more vice presidents, and one or more assistant secretaries or treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. Officers other than the Chairman of the Board need not be directors. One person may hold two or more offices.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified. Officers need not be shareholders of the corporation.

Section 3. SUBORDINATE OFFICERS, ETC. The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-laws or as the Board of Directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board or by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors or to the Chief Executive Officer or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, removal, resignation, disqualification or any other cause shall be filled in the manner prescribed in the By-laws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the By-laws.

Section 7. CHIEF EXECUTIVE OFFICER. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the Chief Executive Officer shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall be ex officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or the By-laws.

Section 8. PRESIDENT. In the absence or disability of the Chief Executive Officer, the President shall perform all of the duties of the Chief Executive Officer and when so acting shall have all of the powers of and be subject to all of the restrictions on the Chief Executive Officer. The President shall have such other powers and perform such other duties as from time to time may be prescribed by the Chief Executive Officer, the Board of Directors or the By-Laws.

Section 9. VICE PRESIDENT. In the absence or disability of the President, the vice presidents in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them, respectively, by the Board of Directors or the By-laws.

Section 10. SECRETARY. The Secretary shall keep, or cause to be kept, a book of minutes at the principal

office or such other place as the Board of Directors may order of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent a share register or a duplicate share register showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by law or by the By-laws to be given, and he shall keep the seal of the corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the By-laws.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all times be open to inspection by any director.

The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the Chief Executive Officer and directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the corporation and have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the By-laws.

Attachment 7

Conflict of Interest

We hereby certify that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such without immediate divulgence of such fact to the City.

W. M. Lyles Co.



Joseph B. Lawrence, Asst. Vice President



SECTION 14

SWRCB CWSRF FORMS



ATTACHMENT 8

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Blocka Construction, Inc.		Project Name Pleasant Grove WWTP Energy Recovery Project	
Bid / Proposal No. 9061	Assistance Agreement ID No. (if known)	Point of Contact Lori Magruder	
Address 4455 Enterprise Street, Fremont, CA 94538			
Telephone No. 510-657-3686		Email Address bids@blockainc.com	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity CWSRF	

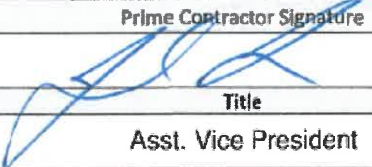
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	HVAC	\$ 106,450.00
DBE Certified By: DOT ☒ SBA ☒ Other: <u>Supplier Clearinghouse</u>		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

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

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

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	June 22, 2019

Subcontractor Signature	Print Name
	Patricia Jean Blocka
Title	Date
CFO/COO	7/17/19

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



ATTACHMENT 8

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Martin Brothers Construction		Project Name Pleasant Grove WWTP Energy Recovery Project	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Nick Rutherford, Estimator	
Address 8801 Folsom Blvd Suite 260 Sacramento, CA 95826			
Telephone No. 916-381-0911		Email Address estimating@martinbrothers.net	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity Clean Water State Revolving Fund	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
--	Asphalt Site Paving	\$179,417.25
DBE Certified By: <u>N/A DOT N/A SBA</u> Other: <u>* See Below</u>		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

* Martin Brothers Construction is currently only certified as a MBE under the Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission

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

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

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	June 22, 2019

Subcontractor Signature	Print Name
	Nick Rutherford
Title	Date
Estimator	July 16, 2019

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



ATTACHMENT 8

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Mason Painting		Project Name PGWTP Energy Recovery Project	
Bid / Proposal No.	Assistance Agreement ID No. (if known) 55943	Point of Contact Gus Kelley	
Address P.O. Box 1115 Orangevale CA 95662			
Telephone No. (916) 852-8060		Email Address guskelly masonpainting@gmail.com	
Prime Contractor Name W. M. Lyles Co.		Issuing/Funding Entity Clean Water State Revolving Fund	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Painting & Coatings	\$197,156

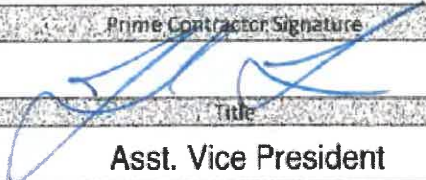
DBE Certified By: <u>DOT</u> <u>SBA</u>	Meets/exceeds EPA certification standards?
Other: <u>CA Department of General Services</u>	YES NO <u>Unknown</u>

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

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

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	Jun 22, 2019

Subcontractor Signature	Print Name
	Scott Dorn
Title	Date
Treasurer	7/22/19

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



ATTACHMENT 9

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name W. M. Lyles Co.		Project Name Pleasant Grove WWTP Energy Recovery Project	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Joseph B. Lawrence	
Address 1210 W. Olive Avenue, Fresno, CA 93728			
Telephone No. (559) 441-1900		Email Address jlawrence@wmlylesco.com	
Issuing/Funding Entity Clean Water State Revolving Fund			

I have identified potential DBE certified subcontractors. YES ☒ NO ☐ If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Blocka Construction, Inc.	4455 Enterprise Street, Fremont, CA 94538 Phone: (510) 657-3686 Email: ahollander@blockainc.com	\$106,450.00	Yes
Martin Brothers Construction	8801 Folsom Blvd., Suite 260, Sacramento, CA 95826 Phone: (916) 381-0911 Ext. 131 Email: cdennls@martinbrothers.net	\$179,417.25	Yes
Mason Painting, Inc.	P.O. Box 1115, Orangevale, CA 95662 Phone: (916) 852-8060 Email: guskelleymasonpaint@gmail.com	\$197,156.00	Yes

--Continue on back if needed--

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

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

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Joseph B. Lawrence
Title	Date
Asst. Vice President	July 22, 2019

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

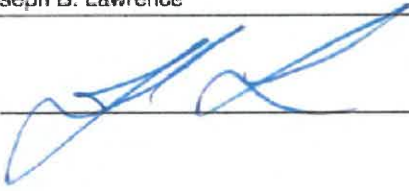
1. **Identification of American-made Iron, Steel, and Manufactured Goods:** Consistent with the terms of the Purchaser's bid solicitation and provisions of Section 436 of the Consolidated Appropriations Act of 2014, the Proposer certifies that this Bid Proposal reflects the Proposer's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with deadlines prescribed in or required by the bid solicitation.
2. **Verification of U.S. Production:** The Proposer certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. **Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods:** The Proposer certifies that for any component or components that are not American-made and are so identified in this Bid Proposal, the Proposer has included in or attached to this Bid Proposal one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Environmental protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Proposer has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Proposer under the applicable conditions stated in the bid solicitation or otherwise.
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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: W. M. Lyles Co.

CERTIFIED BY:

NAME: Joseph B. Lawrence TITLE: Asst. Vice President

SIGNATURE:  DATE: July 22, 2019

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

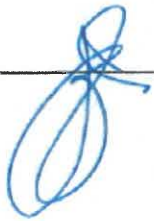
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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: Blocka Construction, Inc.

CERTIFIED BY:

NAME: Patricia Jean Blocka TITLE: CFO/COO

SIGNATURE:  DATE: 7/17/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: CMC Rebar West

CERTIFIED BY:

NAME: Andy Wulff TITLE: Regional Sales Manager

SIGNATURE:  DATE: 7/22/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: EFS WEST INC.

CERTIFIED BY:

NAME: ART BABCOCK TITLE: PRESIDENT

SIGNATURE:  DATE: 7-22-19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: Mason Painting Inc

CERTIFIED BY:

NAME: Scott Dorn TITLE: Treasurer

SIGNATURE:  DATE: 7/22/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

**CONSOLIDATED APPROPRIATIONS ACT
BUY AMERICAN IRON AND STEEL CERTIFICATION**

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: Martin Brothers Construction

CERTIFIED BY:

NAME: Nick Rutherford TITLE: Estimator

SIGNATURE:  DATE: July 16, 2019

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

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CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

Project: PLEASANT GROVE WASTEWATER TREATMENT PLANT ERP

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: Performance Contracting Inc.

CERTIFIED BY:

NAME: Dan Sczin TITLE: Estimator / Project Engineer

SIGNATURE:  DATE: 7/22/19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

ATTACHMENT 10

CONSOLIDATED APPROPRIATIONS ACT BUY AMERICAN IRON AND STEEL CERTIFICATION

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THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: San Joaquin Electric

CERTIFIED BY:

NAME: Wade Johnson TITLE: Vice President

SIGNATURE:  DATE: 7-22-19

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)

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CONTRACTOR OR
SUBCONTRACTOR NAME: TOWNSEND & SCHMIDT MASONRY

CERTIFIED BY:

NAME: TROY D. BREWER, TITLE: VICE PRESIDENT

SIGNATURE: T D.B. DATE: JULY 19, 2019

END OF ATTACHMENT 10

END OF ENVELOPE ONE, SEALED TECHNICAL PROPOSAL (PART 1)



POINT-OF-CONTACT:

Joe Lawrence

(916) 375-1833

jlawrence wmlylesco.com

W.M. LYLES CO.

CONTRACTOR

Since 1945

Progress Through Performance®

EXHIBIT C

GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEES

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

EXHIBIT C

GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

A. GUARANTEED MAXIMUM PRICE: The **Guaranteed Maximum Price ("GMP")** as of the date of execution of this Agreement is twenty-three million, three hundred forty-nine thousand, seven hundred twenty-nine dollars (\$23,349,729.00). Subject to the provisions of this Agreement, the costs and expenses which the Contractor may include in the Cost of Work for purposes of determining that aspect of the Contractor's compensation are as set forth in this Exhibit C. The Contractor's total compensation, including Fee and allowable mark-ups, shall not exceed the GMP. The GMP may be adjusted by Change Order in accordance with this Agreement.

Included in the GMP is the following total amount for worker protection pursuant to California Labor Code Section 6707:

\$ 10,000

B. ALLOWANCES: Allowances and Allowance Amounts are listed in Exhibit D.

C. COST OF THE WORK: The term "Cost of Work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, equipment, subcontractors, special services, bonds, liability, workers' compensation and errors and omissions insurance, direct job overhead expenses, taxes and other necessary expenses incurred in the performance of the Work, that do not exceed the GMP. The following are categories of cost and expense to be paid by City to Contractor as Cost of the Work:

1. **Hourly Field Labor:** The cost of all labor employed by Contractor in performing the Work will be calculated at the Initial Hourly Field Labor Rates set forth below. Those rates include wages, fringe benefits, government mandated payments (workers compensation insurance and SSI), travel and subsistence.

The Hourly Field Labor Rates will be adjusted during the Project whenever the prevailing wage rate determined by the Department of Industrial Relations for a worker classification changes (Note that this does not apply to any changes to labor rates required to be paid per the Davis Bacon wage determination) or in accordance with an Industry Master Labor Agreement, if the Contractor is signatory to any such agreement. All changes to the prevailing wage rates must be submitted by the Contractor and approved by the City.

For labor not covered by a rate set forth below, the cost of labor is defined as follows:

The cost of hourly field craft labor for workers (including forepersons when authorized by the Construction Manager) used in actual and direct performance of the Work by the Contractor will be the sum of the following:

- The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation and similar purposes.
- All payments imposed by State and Federal Laws including, but not limited to, workers' compensation insurance, and social security payments. The rates used for workers' compensation insurance shall be actual rates paid by the Contractor for each specific craft and broken down by wage rate if applicable to that craft.

EXHIBIT C-1

GMP, COST OF WORK AND FEE

Actual General Liability insurance burden, if it is applied to Contractor's payroll. Contractor shall provide adequate backup information to Construction Manager to verify this burden rate is indicative of the actual rates paid by the Contractor as a percent of labor.

Except as otherwise may be agreed to, in writing by the City, the actual wages and benefits paid for manual classifications of Contractor's on-site workers will not, in the aggregate, be less than the current applicable wage for each classification as established by the greater of the two wage rates between the State of California Director of Industrial Relations and the Davis Bacon Wage Determination (APPENDIX A-2 of the Request for Bid Proposal).

Specifically prohibited from the labor costs are other payroll burden factors such as small tools (as defined in Construction Equipment below), bonuses of any kind and safety incentives.

Contractor shall include the actual travel and/or subsistence costs, if any, as a separate line item under the labor cost category when submitting progress billings to the City. Except as otherwise may be agreed to in writing by the City, the actual travel and/or subsistence costs will not be more than established in an applicable Master Labor Agreement or the State of California Director of Industrial Relations.

2. **On-Site Management and Administrative Labor:** Wages and Salaries of Contractor's management and administrative personnel assigned to this Project to directly manage and administer the Work on-site are included in the table below. These positions may include a Principal-in-Charge or Project Director, On-site Project Manager, On-site Project Engineer, On-site Field Engineer, On-site Superintendents listed by trade or title, General Foreman, On-site Office Manager, Yardman/Delivery Driver and On-site Administrative Assistant. These positions will be paid in accordance with the following table for entire duration of the Project and include all labor burden, overhead and profit mark-ups. The Principal-in-Charge or Project Director can only charge for hours worked at the Site for this Project and can also charge for attendance of on-site Project Meetings. Any off-site Principal-in-Charge time spent on this Project shall be included in the Contractor's Fee Schedule for the Project under the Contractor's Fee subsection below.

On-Site Management & Administrative Positions Hourly Rate Table

On-Site Management & Administrative Position	Hourly Rate
Principal-in-Charge	\$ 125.00
Project Manager	\$ 115.00
Assistant Project Manager	\$ 105.00
Project Engineer	\$ 75.00
Administrative Assistant	\$ 40.00

Contractor is allowed to charge up to a maximum of 50 hours per week to the City for each full-time assigned management and administrative personnel even if an employee works more than 50 hours in a week (this maximum hour limit is for employee's total hours for both Pleasant Grove Wastewater Treatment Plant projects). The Contractor can only charge for supervisory management and administrative hours if they also pay those same hours to the employee that worked up to 50 hours in any given week. The Contractor is not allowed to charge for any supervisory management and administrative personnel hours not paid to any employee.

Other company personnel such as Corporate Officers, Division/Area Managers, or Operations Managers (unless either are designated as the Principle-in-Charge), Quality Control Managers, Safety Officers, Project Schedulers, Project Coordinators, Estimators,

EXHIBIT C-2

GMP, COST OF WORK AND FEE

Business Supervisors, Human Resources and Accountants are not allowed to charge any hours to the Project. The anticipated cost of such personnel shall be included in the Contractor's Fee Mark-up Schedule for the Project under the Contractor's Fee Mark-up subsection below.

3. **Materials:** The cost of all materials, including all factory testing, freight and delivery costs of materials, used in performing the Work will be the cost to the Contractor from the supplier thereof. All discounts for early payment shall accrue to the Contractor unless the City's payment to Contractor is paid to Contractor before discount payment is due in which case discount savings will be fully credited to City on next progress billing. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work.
4. **Construction Equipment:** The initial Contractor Owned Equipment Rates approved for billing to the City are found at the end of this exhibit. All changes to these Contractor Owned Equipment Rates must be submitted by the Contractor and approved by the City prior to billing City for Work performed. Approved changes to equipment rates is not an allowable increase in the GMP. The rates found in this table for equipment owned by the Contractor will, in all cases, be understood to cover all fuel, supplies, repairs, maintenance, insurance, ownership, and incidental costs and no further allowances will be made for those items, unless specifically approved in writing by the City. Equipment owned by Contractor will only be paid for the actual time equipment is used in performing Work and will be rounded to the closest full hour if paid by an hourly rate. Compensation for idle time of equipment through delays caused by the City will be made consistent with Section 8-1.09, Right of Way Delays, of the Caltrans Standard Specifications, provided, however, that the Contractor Owned Equipment Rates set forth below will apply.

Equipment not owned by Contractor which is rented by Contractor and used in performing Work will be paid by City based on actual invoiced cost to Contractor, plus actual fuel/lube costs, provided the rental rate is not in excess of rental rates established by distributors or equipment rental companies in the local area. City-operated equipment will also be paid by City based on actual invoiced cost to Contractor provided the City does not deem any charges excessive. All transportation costs to move equipment on and off the Work will be paid by City up to a maximum of four (4) hours total travel time each way.

Equipment with a value less than \$500.00: The Contractor will be paid an amount of three percent (3.0%) of total hourly field labor costs as defined above to cover the cost of small tools and safety supplies for Work directly performed at the Site.

5. **Subcontractors and SubTier Subcontractors:** The Contractor will be paid for all Work performed by Subcontractor at the actual invoiced amount. Should a Subcontractor be required to perform extra work caused by a contract change order, the Subcontractor will be allowed a mark-up as provided for in Section 01260, CONTRACT MODIFICATIONS.
6. **Special Services:** Special work or services are defined as that work not included in this Agreement and characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. These special services may include such services as registered land surveyor, licensed geotechnical engineer, licensed structural engineer, special testing or laboratory work. The special services may also include reasonable attorney's fees incurred in connection with preparation or negotiation of this Agreement with the City and subcontracts for the Work. The Contractor will be paid for special services in accordance with Article 12, PAYMENT AND COMPLETION, and based on actual invoiced cost, provided the City does not determine any special services costs to be excessive.

EXHIBIT C-3

GMP, COST OF WORK AND FEE

7. **Bonds and Insurance:** The Contractor will be paid the actual cost for the required bonds, as well as the cost of all insurance costs required for the Work (such costs are deemed a Cost of Work and are therefore contained within the GMP).
8. **Direct Job Overhead Expenses:** The Contractor will be paid for the actual cost of job overhead expenses which may include such expenses as office trailers, storage vans, temporary fencing/security, toilets, dumpsters, waste removal, water, utility power, jobsite landline telephone costs, jobsite internet provider costs, reasonable room and board subsistence for employees who live farther than 40 miles from the Site or as required by California prevailing wage laws, copy machine, water cooler and any office furniture required for the Work needs, and as required in the Specifications, including mobilization and demobilization of same. There will be no warranty reserve.
9. **Taxes:** The Contractor acknowledges it will be liable for all sales, use, gross receipts or other taxes, tariffs or duties related to the Work and that these taxes and tariffs are included in the GMP. All invoices to City will include the applicable taxes and tariffs that are the Contractor's responsibility and will not be shown as a separate line item on the Contractor's invoice.
10. **Preconstruction Services:** The Cost of Work will include all Design Assist Services including preplanning and preconstruction service costs incurred by Contractor prior to beginning of construction, and other Design Assist Services required throughout the construction period.
11. **Builder's Risk Policy Deductible:** The Contractor will be paid up to a maximum amount equal to the Builder's Risk Policy Deductible amount (not to exceed \$100,000), for construction costs sustained by the Contractor as a result of a loss covered by the Contractor's Builder's Risk Policy and approved for coverage compensation by the Builder's Risk insurance carrier. The Contractor will not be paid for any Builder's Risk losses that resulted from the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

D. ITEMS NOT INCLUDED IN THE COST OF WORK:

1. Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the Site, except as specifically provided above.
2. Expenses of Contractor's principal office and offices, other than the Site office.
3. Contractor's General Overhead and Expenses, except as specifically provided for in the Contract Documents.
4. The capital expenses of Contractor, including interest on capital employed for the Work and charges to Contractor for delinquent payments.
5. Hours in excess of 50 hours per week for each full-time assigned management and administrative personnel even if a management or administrative employee works more than 50 hours in a week.
6. Costs due to correction of Defective Work, disposal of materials or equipment wrongfully supplied, and making good any damage to property.
7. Costs that would cause the GMP to be exceeded.

EXHIBIT C-4

GMP, COST OF WORK AND FEE

8. Any costs incurred after City's Final Acceptance of the Project.

E. CONTRACTOR'S MARK-UP FEES: The Contractor's mark-up fees for general overhead and profit shall be paid by the City in accordance with the table below.

Contractor's Fee Mark-up Schedule for the Project

Item d.1	Hourly Field Labor	23.0 %
Item d.2	Management and Administrative Labor	Included in hourly rates
Item d.3	Materials	7.0 %
Item d.4	Construction Equipment	23.0 %
Item d.5	Subcontractors and Sub-Tier Subcontractors	7 %
Item d.6	Special Services	7 %
Item d.7	Bonds and Insurance	7 %
Item d.8	Direct Job Overhead Expenses	7 %

EXHIBIT C-5

GMP, COST OF WORK AND FEE

Lyles
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project
Hourly Field Labor Rates

Craft	Classification	Base Wage	Fringes Plus Vacation	P/R Tax & Insurance	Straight Time Hourly Rate	OVERTIME RATES	
						Daily/Saturday Rate (1-1/2 X)	Sunday/Holiday Rate (2 X)
Carpenter (Area 3 thru 6/30/20)	Foreman	49.08	30.49	11.36	90.93	120.62	150.32
	Journeyman	44.62	30.49	10.42	85.53	112.53	139.52
Millwright (Area 3 thru 6/30/20)	Foreman	51.62	32.09	11.91	95.62	126.85	158.08
	Journeyman	47.12	32.09	10.97	90.18	118.69	147.20
Operator (Area 1 thru 6/30/20)	Foreman	49.14	31.13	11.29	91.56	121.29	151.02
	Group 2A	48.14	31.13	11.08	90.35	119.47	148.60
	Group 3	46.01	31.13	10.63	87.77	115.61	143.44
	Group 3A	46.40	31.13	10.71	88.24	116.31	144.38
	Group 4	44.63	31.13	10.34	86.10	113.10	140.10
Laborer (Area 2 thru 6/30/20)	Foreman - Specialist	33.99	24.85	7.78	66.62	87.18	107.75
	Journeyman - Specialist	31.49	24.85	7.25	63.59	82.64	101.69
Cement Mason (thru 6/30/20)	Foreman	41.55	26.31	9.97	77.83	102.97	128.11
	Journeyman	37.10	26.31	9.03	72.44	94.89	117.33
Laborer GF (Varnes)	Lab FM	48.00	24.85	10.72	83.57	112.61	141.65
	Carp GF (Flannigan)	52.00	30.49	11.97	94.46	125.92	157.38
Carp Super (Larson)	Carp Superintendent	63.10	30.49	14.31	107.90	146.07	184.25

EXHIBIT C-6
GMP, COST OF WORK AND FEE

Lyles
Pleasant Grove Wastewater Treatment Plant Energy Recovery Project
Contractor Owned Equipment Rates

EQUIPMENT DESCRIPTION	Hourly Rate	Daily Rate
Passenger Car	10.50	
SUV	10.50	
Boom Truck	54.10	
Dump Truck - T370	23.70	
Maintenance Truck	19.30	
Water Truck	34.20	
Gang Truck	14.10	
Flatbed Truck - 24'	15.70	
1/2 Ton Pickup Truck	10.50	
Mid-size Pickup Truck	10.50	
3/4 Ton Pickup Truck	12.60	
1 Ton Pickup Truck	12.60	
Excavator - 349	149.10	
Excavator - 336	109.80	
Forklift	12.10	
Loader Backhoe - 430	47.80	
Loader Backhoe - 410	42.00	
Loader Backhoe - 310	42.00	
Hydro Crane - 30ton	59.90	
Hydro Crane - 50ton	72.00	
Hydro Crane - 60ton	72.00	
Hydro Crane - 65ton	86.10	
Hydro Crane - 80ton	140.00	
Lattice Crane - 110ton	110.00	
Reachlift	31.00	
Motor Grader - 14	93.00	

EXHIBIT C-7

GMP, COST OF WORK AND FEE

EQUIPMENT DESCRIPTION	Hourly Rate	Daily Rate
Skip Loader	24.00	
Wheel Loader - IT-28	49.40	
Wheel Loader - 950	59.90	
Wheel Loader - 962	65.10	
Skid Steer - 246	30.00	
Air Compressor	15.80	
Compactor - MVH-408	18.00	
Street Sweeper - VT651	33.72	
Street Sweeper - Lay-mor 8H	17.90	
Welder - 300	7.10	
Generator - 160	35.00	
Pipe Threader	31.50	
Scissor Lift	5.30	
Boom Lift	42.20	
Dump Trailer - 6'x10'	3.70	
Flatbed Trailer - up to 4-1/2ton	6.80	
Utility Trailer - 6'x12'	6.80	
Fuel/Lube Trailer	24.20	
Traffic Trailer	73.00	
Light Tower	10.50	
Water Tower - 10,000gal	5.95	
Water Trailer - 500gal	3.30	

END OF EXHIBIT C

EXHIBIT C-8

GMP, COST OF WORK AND FEE

EXHIBIT D

ALLOWANCES AND ALLOWANCE AMOUNTS

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Not applicable to this Agreement

EXHIBIT D

ALLOWANCES AND ALLOWANCE AMOUNTS

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

The following cost allowances and allowance amounts are included in the GMP as part of the Agreement:

Item #	Allowance Description	Allowance Amount
1		
2		
3		
4		
5		
6.		

DUTIES OF CONTRACTOR

- A. Plan allowance Work collaboratively with the Construction Manager and City's Representative to control allowance costs and avoid impacts to the Progress Schedule.
- B. Advise Construction Manager at least fifteen (15) days in advance of the need to purchase materials to avoid impacts to Progress Schedule.
- C. Obtain competitive proposals from material suppliers, including:
 - 1. Quantity.
 - 2. Complete description of product and services provided under allowance.
 - 3. Unit cost.
 - 4. Total amount of purchase.
 - 5. Taxes and delivery charges.
- D. On notification of selection, enter into purchase agreement with designated supplier.
- E. Arrange for delivery and unloading.
- F. Install products in accordance with Contract Documents.
- G. Maintain accurate cost records, separate from the cost categories for the balance of the Work, which depict the total cost incurred for each allowance item.

EXHIBIT D-1

ALLOWANCES AND ALLOWANCE AMOUNTS

- H. Monitor each allowance item total costs to date and immediately report to the Construction Manager should the total cost to date reach 80% of the total allowance amount of any allowance item amount shown in above table. Should the total cost of any allowance item reach 80% of the total allowance amount budgeted, the Contractor shall quantify and forecast the cost to complete the remaining known allowance item tasks and submit this forecasted quantity and completion cost to the Construction Manager.

DUTIES OF CONSTRUCTION MANAGER

- A. Consult with Contractor and City in consideration of equipment or material and suppliers.
- B. Provide Contractor with all required product, technical or design related information as it pertains to the allowance items.
- C. Make equipment, supplier or system selection and request proposal from Contractor for these items covered by each allowance.
- D. Notify Contractor of final equipment, supplier or system selection to allow Contractor to begin submittal and procurement.
- E. Review cost to date information submitted by the Contractor and prepare Change Orders as required for City approval.

ADJUSTMENT OF COSTS

- A. The Contractor shall not exceed the allowance amounts shown in above table without the written approval of the City. Should the Contractor exceed the allowance amounts without the written approval of the City, the Contractor will be responsible for all costs greater than the allowance amounts shown in above table.
- B. Contractor will be paid the actual total cost of each allowance item as a Cost of the Work. When actual total cost is more or less than amount of allowance, the GMP will be adjusted by Change Order.

*****END OF EXHIBIT D*****

EXHIBIT D-2 ALLOWANCES AND ALLOWANCE AMOUNTS

EXHIBIT E

DESIGNATION OF SUBCONTRACTORS

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

EXHIBIT E

DESIGNATION OF SUBCONTRACTORS

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

In accordance with California Public Contracting Code Section 4100, et seq., the Contractor certifies that the following licensed subcontractors will perform work or labor or render service to Contractor in or about the construction of the Work, or will specifically fabricate and install a portion of the Work according to Drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (0.5%) of the GMP.

Work to be Performed	Subcontractor's License Number and Classification(s) and DIR Registration Number	Subcontractor's Name and Complete Street Address
Asphalt Paving	License: 726454 Classification: A DIR: 1000000017	Martin Brothers Construction 8801 Folsom Blvd, Suite 260 Sacramento, CA 95826
Reinforcing Steel	License: 778010 Classification: C50 DIR: 1000000114	CMC Rebar 12451 Arrow Route Etiwanda, CA 91739
Masonry	License: 186559 Classification: C29 DIR: 1000000879	Townsend & Schmidt Masonry 8788 Elder Creek Rd Sacramento, CA 95828
Painting and Coating	License: 819987 Classification: C33 DIR: 1000008947	Mason Painting, Inc. 3242 Luyung Dr Rancho Cordova, CA 95742
CNG Fueling System	License: 826003 Classification: A, B, C10, HAZ Certification DIR: 1000011646	EFS West 28472 Constellation Rd Valencia, CA 91355
HVAC	License: 679326 Classification: C20, A, C10, B DIR: 1000000447	Blocka Construction, Inc. 4455 Enterprise St. Fremont, CA 94538
Pipe Insulation, Sheet Metal Framing, & Gypsum Board	License: 474795 Classification: B, C2, C9, C33, C35, C61, C10, C23 DIR: 1000004922	Performance Contracting, Inc. 3030 Orange Grove Ave. North Highlands, CA 95660
Electrical & Instrumentation	License: 410103 Classification: C10 DIR: 1000002857	San Joaquin Electric, Inc. 2342 Teepee Dr Stockton, CA 95205

END OF EXHIBIT E

EXHIBIT E-1

DESIGNATION OF SUBCONTRACTORS

EXHIBIT F

COMPLETION TIMES AND LIQUIDATED DAMAGES

Pleasant Grove Wastewater Treatment Plant Energy Recover Project

EXHIBIT F

COMPLETION TIMES AND LIQUIDATED DAMAGES

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Times Allowed for Completion

In accordance with the provisions of Article 9.2, **Contract Time**, the following milestone completions, completion periods, substantial completion and final completion contract times shall be completed within the number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time:

Contractual Completion Event	Completion Time (# of calendar days from Notice to Proceed date)
Substantial Completion Milestone 2: Natural Gas Line for Boiler Service	360
Substantial Completion Milestone 3: Potable Water, Utility Water, and Sanitary Sewer Yard Piping	390
Substantial Completion Milestone 4: Roadway Connection	420
Substantial Completion Milestone 5: Vehicle Fueling Facility	540
Substantial Completion Milestone 6: Digester Gas Availability	700
Substantial Completion Milestone 7: All Work	790
Milestone 8: Final Completion of all Work	820

The requirements for Substantial Completion are set forth in Article 12.12 of the Agreement. See Section 01 12 16 – WORK SEQUENCE for a complete listing and description of the Project milestones.

Damages for Delays

In accordance with the provisions of Article 9.5, **Liquidated Damages**, for the period of time that any portion of the Work remains unfinished after the time fixed in above **Times Allowed for Completion**, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the liquidated damages listed below.

Contractual Completion Event	Daily Liquidated Damages
Substantial Completion Milestone 2: Natural Gas Line for Boiler Service	\$2,500.00
Substantial Completion Milestone 3: Potable Water, Utility Water, and Sanitary Sewer Yard Piping	\$1,000.00
Substantial Completion Milestone 4: Roadway Connection	\$1,000.00
Substantial Completion Milestone 5: Vehicle Fueling Facility	\$1,000.00
Substantial Completion Milestone 6: Digester Gas Availability	\$2,00.00

Contractual Completion Event	Daily Liquidated Damages
Substantial Completion Milestone 7: All Work	\$3,500.00
Milestone 8: Final Completion of all Work	\$1,600.00

Weather Days

In accordance with the provisions of Article 9.4.2.C, Weather Delays, an allowance of twenty (20) working days of weather caused delay have been included in the time allowed for completion. This allowance represents a reasonable assessment of anticipated lost working days based on historical weather patterns. These weather days shall be included in the Contractor's schedule as specified in Section 01 32 16 - 1.08, PROGRESS SCHEDULES AND REPORTS.

*****END OF EXHIBIT F*****

EXHIBIT G

FAITHFUL PERFORMANCE BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

EXHIBIT G

PERFORMANCE BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Bond No. 070210386

Premium \$ 95,267.00

PERFORMANCE BOND

This Performance Bond ("Performance Bond"), dated October 2, 2019, is in the penal sum of Twenty Three Million, Three Hundred Forty Nine Thousand, Seven Hundred Twenty Nine Dollars and 00/100 Dollars (\$ 23,349,729.00), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned W.M. Lyles Co. ("Principal" or "Contractor") and the undersigned Liberty Mutual Insurance Company ("Surety") to ensure the Principal's faithful performance of the Agreement for the Design-Assist and Construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project ("Design Assist Contract"). This Performance Bond consists of this page and the following Performance Bond Terms and Conditions, Paragraphs 1 through 10. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the complete and proper performance of the Design Assist Contract, which is incorporated herein by reference.
2. If the Principal completely and properly performs all of its obligations under the Design Assist Contract, the Surety and the Principal shall have no further obligation under this Performance Bond, except as provided below.
3. If there is no City Default, the Surety's obligations under this Performance Bond shall only arise in accordance with the provisions of the Design Assist Contract. Similarly, any obligations to be performed by Surety are detailed in the Design Assist Contract.
4. If the Surety does not proceed as provided in the Design Assist Contract, then the Surety shall be deemed to be in default on this Performance Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Performance Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors at Surety's sole expense.
5. The Surety's monetary obligation under this Performance Bond is limited by the amount of this Performance Bond. Subject to these limits, the Surety's obligations under this

EXHIBIT G

PERFORMANCE BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Bond are commensurate with the obligations of the Contractor under the Design Assist Contract. The Surety's obligations shall include, but are not limited to:

- 5.1 The responsibilities of the Contractor under the Design Assist Contract for completion of the Design Assist Contract and correction of defective work;
 - 5.2 The responsibilities of the Contractor under the Design Assist Contract to pay liquidated damages, and damages for which no liquidated damages are specified in the Design Assist Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, defense costs or other damages; and
 - 5.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of the Surety under Paragraphs 3 or 4, above.
6. The Surety shall not be liable to the City or others for the obligations of the Contractor that are unrelated to the Design Assist Contract, and the Balance of the Total Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the City or its heirs, executors, administrators, or successors.
 7. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Performance Bond or in any way affect the obligations of Surety on this Performance Bond.
 8. Any proceeding, legal or equitable, under this Performance Bond shall be instituted in any court of competent jurisdiction in Placer County, California within two (2) years after the Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Performance Bond, whichever occurs first. If the provisions of this Paragraph 8 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
 9. Notice to the Surety or the Principal shall be mailed or delivered to the address shown on the signature pages. Notice to City shall be delivered to:

City Clerk of City of Roseville
311 Vernon Street
Roseville, CA 95678

EXHIBIT G

PERFORMANCE BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

10. Any provision in this Performance Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Performance Bond shall be construed as a statutory bond and not as a common law bond.

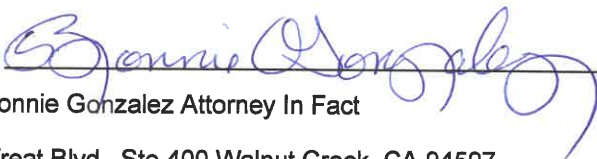
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.



Principal: W. M. Lyles Co.
Signature: 
Name & Title: Anthony M. Mueller, Asst. Vice President
Address: P.O. Box 4377, Fresno, CA 93744



Surety: Liberty Mutual Insurance Company
Signature: 
Name & Title: Bonnie Gonzalez Attorney In Fact
Address: 1340 Treat Blvd., Ste 400 Walnut Creek, CA 94597

Attorney in Fact: Bonnie Gonzalez

Surety shall submit the following documents along with this Performance Bond:

1. Verification that Surety is admitted to transact surety business in the State of California;

EXHIBIT G

PERFORMANCE BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

and

2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: Robert R. Schmitt, City Attorney

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

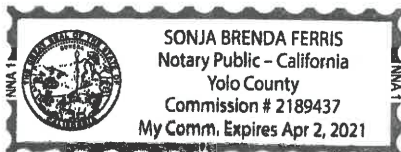
On October 2, 2019 before me, Sonja Brenda Ferris, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Anthony M. Mueller
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Sonja Brenda Ferris
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: October 2, 2019 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Anthony M. Mueller

☒ Corporate Officer — Title(s): Asst. VP

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: W. M. Lyles Co.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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.

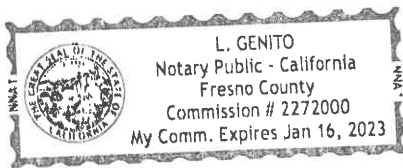
State of California)
) ss
County of Fresno)

On October 2, 2019, before me, L. Genito, Notary Public, personally appeared Bonnie Gonzalez, 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.

(Seal)



Signature: _____

L. Genito, Notary Public



Company Profile

Company Search

Company Search
ResultsCompany
InformationOld Company
Names

Agent for Service

Reference
Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals
Contact InformationFinancial Statements
PDF's

Annual Statements

Quarterly
Statements

Company Complaint

Company
Performance &
Comparison DataCompany
Enforcement ActionComposite
Complaints Studies

Additional Info

Find A Company
Representative In
Your AreaView Financial
Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized In California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

[back to top](#)

NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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EXHIBIT H

LABOR AND MATERIALS PAYMENT BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

EXHIBIT H

LABOR AND MATERIAL BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Bond No. 070210386
Premium \$ Included in Performance

LABOR AND MATERIAL BOND

This Labor and Material Bond ("Labor and Material Bond") dated October 2, 2019, is in the penal sum of Twenty Three Million, Three Hundred Forty Nine Thousand, Seven Hundred Twenty Nine Dollars and 00/100 Dollars (\$ 23,349,729.00), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned W.M. Lyles Co. ("Principal" or "Contractor") and the undersigned Liberty Mutual Insurance Company ("Surety") to ensure the Principal's payment of claimants pursuant to the Agreement for the Design-Assist and Construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project ("Design Assist Contract"). This Labor and Material Bond consists of this page and the following Labor and Material Bond Terms and Conditions, Paragraphs 1 through 14. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and to Claimants, to pay for labor, materials, Equipment furnished and Services provided in the performance of the Design Assist Contract, which is incorporated herein by reference.
2. With respect to the City, this obligation shall become null and void if and when the Principal:
 - 2.1 Promptly and fully makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Fully defends, indemnifies and holds harmless the City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design Assist Contract, provided the City has promptly notified the Principal and the Surety (at the address described in Paragraph 12 below) of any claims, demands, liens or suits and has tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no City Default. Otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
3. With respect to Claimants, this obligation shall become null and void if and when the Principal promptly and fully makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants; otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.

EXHIBIT H

LABOR AND MATERIAL BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

4. The Surety shall have no obligation to Claimants under this Labor and Material Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the City, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.3.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 above is given by the City to the Contractor or to the Surety, that shall be considered sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the City, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.

EXHIBIT H

LABOR AND MATERIAL BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

8. Amounts due the Contractor under the Design Assist Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.
9. The Surety shall not be liable to the City, Claimants or others for obligations of the Contractor that are unrelated to the Design Assist Contract. The City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.
10. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.
11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Assist Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
12. Notice to the Surety or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the City or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below. Notice to City shall be delivered to:

City Clerk of City of Roseville
311 Vernon Street
Roseville, CA 95678
13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT H

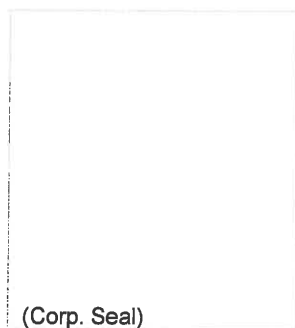
LABOR AND MATERIAL BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned obligated parties have executed this security instrument.



Principal: W. M. Lyles Co.
Signature: 
Name & Title: Anthony M. Mueller, Asst. Vice President
Address: P.O. Box 4377, Fresno, CA 93744



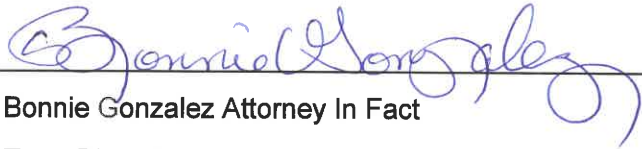
Surety: Liberty Mutual Insurance Company
Signature: 
Name & Title: Bonnie Gonzalez Attorney In Fact
Address: 1340 Treat Blvd. Suite 400 Walnut Creek, CA 94597

EXHIBIT H

LABOR AND MATERIAL BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Attorney in Fact: Bonnie Gonzalez

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved:

Robert R. Schmitt, City Attorney

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

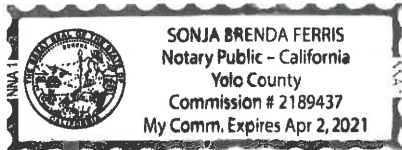
State of California)

County of Placer)On October 2, 2019 before me, Sonja Brenda Ferris, Notary Public,
*Date Here Insert Name and Title of the Officer*personally appeared Anthony M. Mueller
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Sonja Brenda Ferris
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Labor and Material BondDocument Date: October 2, 2019 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Anthony M. Mueller☒ Corporate Officer — Title(s): Asst. VP☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: W. M. Lyles Co.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

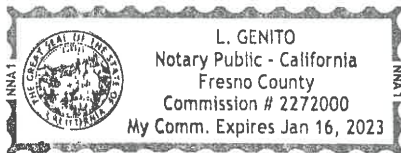
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

On October 27, 2019, before me, L. Genito, Notary Public, personally appeared Bonnie Gonzalez, 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.



(Seal)

Signature: _____

L. Genito, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198004-984971**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cody Lyman, Ralph B. Busch III, John C. Day, Steven P. Edwards, Lyn Genito, Bonnie Gonzalez

all of the city of Fresno state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2 day of October, 2019



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Company Profile

Company Search

Company Search
ResultsCompany
InformationOld Company
Names

Agent for Service

Reference
Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals
Contact InformationFinancial Statements
PDF'sAnnual Statements
Quarterly
Statements

Company Complaint

Company
Performance &
Comparison DataCompany
Enforcement ActionComposite
Complaints Studies

Additional Info

Find A Company
Representative In
Your AreaView Financial
Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
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MISCELLANEOUS
PLATE GLASS
SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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EXHIBIT I

WARRANTY BOND

**(This document shall be executed by Contractor before all Work has been
Substantially Complete)**

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

EXHIBIT I

WARRANTY BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

Bond No. _____

Premium \$ _____

WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated _____, 20____, is in the penal sum of _____ for the Agreement for the Design-Assist and Construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project ("Design Assist Contract"), and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to guaranty that all Equipment and Services provided by Contractor under the above-mentioned Design Assist Contract will fulfill the requirements of Contractor's warranties and guarantees included in the Design Assist Contract. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal/Contractor, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for a period of one (1) year following the date of Final Completion, or such longer period specified in the Design Assist Contract, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Assist Contract.
2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Completion, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by City and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

EXHIBIT I

WARRANTY BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City.
4. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.
5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Assist Contract.
7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Design Assist Contract. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Design Assist Contract or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.
8. Notice to the Surety or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the City or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below. Notice to City shall be delivered to:

City Clerk of City of Roseville
311 Vernon Street
Roseville, CA 95678

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT I

WARRANTY BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

(Corp. Seal)

Principal: _____

Signature: _____

Name & Title:

Address:

(Corp. Seal)

Surety: _____

Signature: _____

Name & Title:

Address:

Attorney in Fact: _____

Surety shall submit the following documents along with this Warranty Bond:

CAO/JM 5-24-19

EXHIBIT I-3

WARRANTY BOND

EXHIBIT I

WARRANTY BOND

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

1. Verification that Surety is admitted to transact surety business in the State of California;
and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

EXHIBIT J

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**(Project: PGWWTP Energy Recovery)**THIS ESCROW AGREEMENT is made and entered into on this 11th day ofOctober, 2019 by and between the:City of Roseville, whose address is:311 Vernon Street
Roseville, CA 95678

(hereinafter called "CITY"); and

W. M. Lyles Co., whose address is:1210 W. Olive Ave., Fresno, CA 93728PO Box 4438, Fresno, CA 93744

(hereinafter called "CONTRACTOR"); and

Banner Bank, whose address is:5901 Priestly Dr., Suite 160Carlsbad, CA 92008

(hereinafter called "ESCROW AGENT").

For the consideration hereinafter set forth, CITY, CONTRACTOR, and ESCROW AGENT agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities, subject to prior approval of CITY, with ESCROW AGENT, as a substitute for retention earnings required to be withheld by CITY pursuant to the contract for public works entered into between the CITY and CONTRACTOR for the Project in the amount of Twenty Three Million, Three Hundred Forty Nine Thousand, Seven Hundred Twenty Nine dollars (\$23,349,729.00) dated November 6, 2019, (hereinafter

11/6/19

referred to as the "Contract"). Alternatively, on written request of CONTRACTOR, CITY shall make payments of the retention earnings directly to the ESCROW AGENT.

When CONTRACTOR deposits the securities as a substitute for Contract earnings, the ESCROW AGENT shall notify CITY within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between CITY and CONTRACTOR. Securities shall be held in the name of ESCROW AGENT, and shall designate CONTRACTOR as the beneficial owner, and shall be limited to those types of acceptable securities as described in Public Contract Code Section 22300.

2. CITY shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that ESCROW AGENT holds securities in the form and amount specified above.

3. When CITY makes payment of retentions earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that the escrow created under this Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when CITY pays ESCROW AGENT directly.

4. CONTRACTOR shall be responsible for paying all fees for the expenses incurred by ESCROW AGENT in administering the Escrow Account and all expenses of CITY. These expenses and payment terms shall be determined by CITY, CONTRACTOR, and ESCROW AGENT.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earning on that interest shall be for the sole account of CONTRACTOR and shall

be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to CITY.

6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from CITY to ESCROW AGENT that CITY consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

7. CITY shall have a right to draw upon the securities in the event of default by CONTRACTOR. Upon seven (7) days' written notice to ESCROW AGENT from CITY of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by CITY.

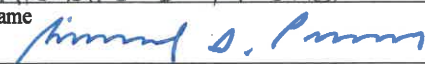
8. Only upon receipt of written notification from CITY certifying that the Contract is final and complete, and that CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. ESCROW AGENT shall rely on the written notifications from CITY and CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this Agreement and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT's release and disbursement of the securities and interest as set forth above.

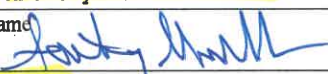
10. The parties hereto mutually agree that this Agreement is substantially similar to the form under Public Contracts Code Section 22300.

11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of CITY and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of CITY:

Environmental Utilities Director
Title
Richard D. Plecker
Name

Signature
311 Vernon Street, Roseville, CA 95678
Address

On behalf of CONTRACTOR:

Assistant Vice President
Title
Anthony M. Mueller
Name

Signature
PO Box 4438, Fresno, Ca 93744
Address

On behalf of ESCROW AGENT:

Escrow Administrator
Title
Francisca Pardo
Name

Signature
5901 Priestly, Dr, Suite 160, Carlsbad, CA 92008
Address

12. At the time the Escrow Account is opened, CITY and CONTRACTOR shall deliver to ESCROW AGENT a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk under the authority of Resolution No. 87-141, adopted by the Council of the City of Roseville on the 5th

day of August, 1987, and CONTRACTOR and ESCROW AGENT have authorized the execution of this Agreement.

CITY OF ROSEVILLE, a
municipal corporation:

BY: 
DOMINICK CASEY
City Manager

ATTEST:
BY: 
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: 
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

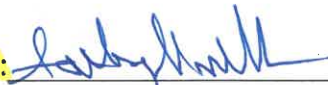
BY: 
DENNIS KAUFFMAN
Chief Financial Officer

ACKNOWLEDGED BY ADMINISTERING DEPARTMENT:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

CONTRACTOR:

W. M. Lyles Co. _____, a
California Corporation

BY: 
its: Anthony M. Mueller, Asst Vice President

and
BY: 
its: Ruben Moreno, Jr. Secretary

ESCROW AGENT:

BY: 
its: Francisca Pardo, Escrow Administrator

and
BY: _____
its: _____

EXHIBIT K

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

EXHIBIT K

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project

In accordance with California Labor Code Section 1861, prior to commencement of any Work, the Contractor shall sign and file with the City the following certification:

"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 Agreement."

By: _____



Title: Anthony M. Mueller, Asst. Vice President

Contractor: W. M. Lyles Co.

Date: October 10, 2019

*****END OF EXHIBIT K*****

EXHIBIT K-1

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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EXHIBIT K-2

WORKER'S COMPENSATION INSURANCE CERTIFICATE

EXHIBIT L

CONTRACTOR INSURANCE CERTIFICATES

Pleasant Grove Wastewater Treatment Plant Energy Recovery Project



LYLEDIR-01

NLIMON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2019

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

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

PRODUCER Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext): (559) 374-3560	
INSURED W.M. Lyles Co P.O. Box 4377 Fresno, CA 93744-4377	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	NAIC # 24147
	INSURER B: Allied World Assurance Company (U.S.) Inc	19489
	INSURER C: Berkley Assurance Company	39462
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Self-Insured Retention: \$10,000	X	X	MWZY31334219	5/31/2019	5/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EBL Each Employ \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY 1,000 Comp Ded ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY 1,000 Coll Ded	X	X	MWTB31334319	5/31/2019	5/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	0308-3900	5/31/2019	5/31/2020	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	MWC31334119	5/31/2019	5/31/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Contractor Pollution			PCADB-5008741-0519	5/31/2019	5/31/2020	\$2M Each/Aggregate 2,000,000
C	☒ Contractors Professi			PCADB-5008741-0519	5/31/2019	5/31/2020	\$2M Each/Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Pleasant Grove Wastewater Treatment Plant Energy Recovery Project, 5051 Westpark Dr., Roseville, CA 95747.

City of Roseville, Construction Manager, Engineer, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants and volunteers are included as Additional Insureds on primary and non-contributory basis, per project aggregate applies, waiver of subrogation applies.

Endorsement(s) Attached:
General Liability Additional Insured
General Liability Additional Insured - Completed Operations
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Roseville
311 Vernon Street
Roseville, CA 95678

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: LYLEDIR-01

NLIMON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fresno CSG-Alliant Insurance Services, Inc.		NAMED INSURED W.M. Lyles Co P.O. Box 4377 Fresno, CA 93744-4377	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:
General Liability Primary and Non-Contributory
General Liability Per project aggregate
General Liability Waiver of Subrogation
Automobile Liability Additional Insured
Automobile Liability Primary and Non-Contributory
Automobile Liability Waiver of Subrogation
Workers' Compensation Waiver of Subrogation
Cancellation Provisions**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

**2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

The projects as specified in the written contracts or agreements

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

POLICY NUMBER: MWZY31334219

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any persons or organizations requiring a waiver of transfer of rights of recovery pursuant to the terms of any contract or agreement you enter into with such person or organization

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies in Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies in Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the Cancellation Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.

- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b.** If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c.** If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d.** If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e.** If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f.** If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: W.M. Lyles Co.

Endorsement Effective Date: 05/31/2019

SCHEDULE

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

All Persons or organizations as required by contract or agreement

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

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

POLICY NUMBER: MWTB31334319

COMMERCIAL AUTO
CA0001 03 10

INSURED: W.M. LYLES Co

EFFECTIVE: 5/31/2019

COMPANY: OLD REPUBLIC INSURANCE COMPANY

BUSINESS AUTO COVERAGE FORM

5. Other Insurance

a. For any covered "auto" you own this Coverage Form provides primary insurance. For any covered "auto" you don't own the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is

(1) Excess while it is connected to a motor vehicle you do not own, or

(2) Primary while it is connected to a covered "auto" you own

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent, or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented, or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph

a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

POLICY NUMBER: MWTB31334319
POLICY TERM: 5/31/2019 - 5/31/2020

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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:

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

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the Cancellation Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

POLICY NUMBER: MWC31334119

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

**BLANKET COVERAGE AS
REQUIRED BY WRITTEN
CONTRACT**

DATE OF ISSUE: 5/31/2019

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the INFORMATION PAGE.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

CANCELATION

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 06 01 A

POLICY NUMBER: MWC31334119

- I. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
- 3 If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancelation notice.

DATE OF ISSUE: 5/31/2019

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Page 2 of 2

No action shall be taken against us with respect to Coverage A unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount the Responsible Entity is legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No action shall be taken against us with respect to Coverage B, C, D or E unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount you are legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No person or organization shall have any right under this Policy to join us in any action against you. No Responsible Entity shall be an Insured under this Policy.

F. Assignment of Interest

It is agreed that the insurance provided herein and your interests hereunder cannot be transferred or assigned to another party without our express written consent.

G. Cancellation and Termination

1. The premium paid for this Policy shall be fully earned in the first twelve months of the Policy Period.
2. This Policy may only be cancelled by us for one or more of the following reasons:
 - a. non-payment of premium; or
 - b. a material misrepresentation or concealment of facts; or
 - c. a material breach of any provision of this Policy.

If this Policy is cancelled by us, notice of cancellation will be sent in writing to you, at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days prior to the date such cancellation is to take effect; except that, in the event of cancellation for non-payment of premium, we will provide only fifteen (15) days written notice. If the premium is paid by a premium financing company and the premium financing company, acting under a valid premium finance agreement with you, requests cancellation of the Policy due to non-payment of premium from you in the first twelve (12) months of the Policy Period, the earned premium shall be computed short-rate of the twelve-month earned policy term premium and returned to the premium finance company.

The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and any Optional Extended Reporting Period; the Policy Period, the Automatic Extended Reporting Period, and any Optional Extended Reporting Period will end on that date. If we cancel for the reason specified in Subparagraph (a), there shall be no return premium. If we cancel for reasons stated in Subparagraphs (b) or (c) in the first twelve (12) months of the Policy Period, the earned premium shall be computed pro-rata of the twelve-month earned policy term premium. Payment of any return premium shall not be a condition of cancellation.

3. This Policy may be cancelled by the first Named Insured for any reason. In the event that the first Named Insured cancels the Policy, the earned premium shall be computed under the customary short rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the earned premium to the first Named Insured. Cancellation by the first Named Insured shall also cancel the Automatic Extended Reporting Period and any Optional Extended Reporting Period on the date of cancellation.
4. Notwithstanding the foregoing, if you report a Claim or First Party Claim to us prior to the



NLIMON

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

10/14/2019

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

AGENCY Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720		PHONE (A/C, No, Ext): (559) 374-3560		COMPANY Allianz Global Risks US Insurance Company 2350 Empire Avenue Burbank, CA 91504	
FAX (A/C, No):		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: LYLEDIR-01					
INSURED W.M. Lyles Co P.O. Box 4377 Fresno, CA 93744		LOAN NUMBER		POLICY NUMBER USE000243180016/ ENDT 14	
		EFFECTIVE DATE 2/28/2020		EXPIRATION DATE 2/28/2021	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Builders Risk AOP Limit
Flood Limit
Soft Costs

\$23,349,729

10,000

\$23,349,729

100,000

\$350,000

REMARKS (Including Special Conditions)**Special Conditions:**

RE: Pleasant Grove Wastewater Treatment Plant Energy Recovery Project, 5051 Westpark Dr., Roseville, CA 95747.
City of Roseville, Construction Manager, Funding Agencies and their directors, elected officials, officers, officials, employees, agents, consultants and volunteers are included as Additional Insureds and Loss Payee as their interests may appear

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Roseville 311 Vernon Street Roseville, CA 95678	☒	ADDITIONAL INSURED	☐	LENDER'S LOSS PAYABLE	☒	LOSS PAYEE
	☐	MORTGAGEE	☐			
	LOAN #					
	AUTHORIZED REPRESENTATIVE 					

ACORD 27 (2016/03)

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RESOLUTION NO. 19-475

APPROVING AN AGREEMENT FOR THE DESIGN-ASSIST AND CONSTRUCTION OF THE PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY PROJECT, BY AND BETWEEN W.M. LYLES CO. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the design-assist and construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery project, by and between W.M. Lyles Co. and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved.

BE IT FURTHER RESOLVED that the Environmental Utilities Director or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed five percent (5%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this 6th day of November, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST: _____
City Clerk of the City of Roseville, California



DEPUTY CLERK