

**AGREEMENT FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIRS
SERVICES BY INDEPENDENT CONTRACTOR
PROJECT DIR # _____**

THIS AGREEMENT FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Leed Electric, Inc., a California corporation** whose address is **12333 Los Nietos Road, Sante Fe Springs, CA 90670** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: **on-call electrical maintenance, repair, and emergency services on an as-needed basis**; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services; and

E. The parties acknowledge that some or all of the Services may constitute “public works” or “maintenance” under California Labor Code section 1720 et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement**. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless extended by the parties with the approval of the General Manager of the District.

2. Services to be Performed. CONTRACTOR agrees to provide on-call maintenance, repair, and emergency services (“Services”) as requested by DISTRICT and contained within the Proposal. All Services shall be authorized through written task orders (“Task Orders”) issued by the DISTRICT. Each Task Order shall describe the scope of work, schedule, and compensation. CONTRACTOR shall not perform any Services without prior written authorization from DISTRICT. CONTRACTOR designates Seth Jamali Dinan as CONTRACTOR’S representative(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

2.01. Task Orders. DISTRICT shall issue Task Orders on an as-needed basis. For each Task Order, CONTRACTOR shall submit a written cost proposal, which shall include, at a minimum, labor, materials, subcontractors, and a proposed schedule for completion. No Task Order shall be binding, and CONTRACTOR shall not commence any work thereunder, unless and until the Task Order has been approved in writing by the DISTRICT. DISTRICT makes no representation or guarantee that CONTRACTOR will receive any minimum amount of work under this Agreement.

2.02. In addition to the requirements set forth in this Agreement, all Services performed pursuant to any Task Order shall be subject to, and CONTRACTOR shall comply with, the General Conditions, Special Conditions, and bond requirements applicable to the Work. The General Conditions and Special Conditions are attached hereto as Exhibit “C” and incorporated herein by this reference.

Each Task Order issued under this Agreement shall expressly incorporate the terms of this Agreement, Exhibit “C” and the applicable bond requirements, and CONTRACTOR agrees that all work performed under any Task Order shall be governed by, and performed in accordance with, such provisions, whether or not expressly restated in the Task Order.

Without limiting the foregoing, CONTRACTOR shall comply with all requirements relating to performance bonds, payment bonds, maintenance bonds, and any other security required by the DISTRICT pursuant to Section 12 of this Agreement. In the event of any conflict between the terms of a Task Order and the General Conditions, Special Conditions, or bond requirements, the more stringent provision, as determined by DISTRICT, shall control.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. CONTRACTOR shall require all subcontractors to comply with all applicable provisions of this Agreement, including prevailing wage, insurance, and indemnity obligations.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. This Agreement is a time-and-materials, on-call contract. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$100,000.00. Each Task Order issued pursuant to this Agreement may include its own not-to-exceed amount, which shall not be exceeded without prior written approval of the DISTRICT.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing. CONTRACTOR shall not exceed any not-to-exceed amount established in an approved Task Order without the prior written approval of the DISTRICT.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. Invoices shall reference the applicable Task Order. DISTRICT may withhold payment for: (i) defective work, (ii) non-compliance with prevailing wage laws, or (iii) incomplete or unauthorized work. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

4.05 DISTRICT may withhold retention from progress payments on a Task Order basis where appropriate. Retention shall not exceed five percent (5%) of the amount payable under the applicable Task Order, unless a higher percentage is permitted by applicable law. Retention shall be released upon satisfactory completion and acceptance of

the applicable Task Order, and if a Notice of Completion is recorded for such Task Order, in accordance with applicable law governing the release of retention. Retention, if any, shall be administered separately for each Task Order.

4.06 Stop Notices. CONTRACTOR acknowledges that DISTRICT may withhold funds otherwise due or to become due to CONTRACTOR in response to any stop notice, bonded stop notice, or other lawful claim made in accordance with California Civil Code. DISTRICT shall be entitled to withhold such amounts as required by law or as reasonably necessary to satisfy such claim. CONTRACTOR shall be solely responsible for resolving any such claim, and DISTRICT shall have no obligation to make payment to CONTRACTOR for amounts subject to such withholding until the claim is released, discharged, or otherwise resolved to the satisfaction of DISTRICT in accordance with applicable law.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. All Services shall be performed in accordance with applicable industry standards and in a good and workmanlike manner. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR shall perform the Services subject to the direction, control, and approval of DISTRICT as set forth in this Agreement and applicable Task Orders.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting

documents to be filed with such entity.

5.06 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.07 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.08 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.09 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.10 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. DISTRICT shall have the right to suspend all or any portion of the Services upon written or verbal notice if DISTRICT reasonably determines that unsafe conditions or non-compliance with applicable laws or regulations exists. CONTRACTOR shall promptly correct any such conditions at its sole cost and expense. Any delay or cost resulting from such suspension attributable to CONTRACTOR'S failure to comply with this Section shall be borne solely by CONTRACTOR.

5.11 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not

proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards, and shall be free from defective or faulty workmanship and materials. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.12 Time is of the essence with respect to each Task Order issued under this Agreement.

5.13 CONTRACTOR shall be available on a 24-hour basis and shall respond to emergency service requests within two (2) hours unless otherwise approved by DISTRICT.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

c. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

e. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

f. Required Provisions –

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required

herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time

- **Waiver of Subrogation:** The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved

by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services as an independent contractor, subject to the direction and requirements of this Agreement and applicable Task Orders. CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications, experience, personnel, and resources necessary to perform the Services under this Agreement in a competent and workmanlike manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the standards set forth in this Agreement, including Section 5.01, and that all materials and workmanship shall be of good quality and fit for their intended purpose. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 Prevailing Wages.

A. To the extent applicable, each Task Order is subject to the State of California "Prevailing Wage Rates". Each applicable Task Order is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the Proposal. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

B. Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations (DIR) as a Public Works Contractor for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are properly registered with DIR and maintain active registration throughout the duration of the Project. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

C. As a condition of payment, CONTRACTOR shall timely submit all required certified payroll records and related documentation. DISTRICT may withhold any portion of a payment, including the full amount, if CONTRACTOR fails to comply with prevailing wage or DIR requirements.

D. CONTRACTOR shall comply with all applicable apprenticeship requirements set forth in California Labor Code sections 1777.5 and 1777.6, including the employment of properly registered apprentices and payment of required apprenticeship contributions. CONTRACTOR shall ensure that all subcontractors also comply with such requirements. CONTRACTOR shall maintain and submit all required apprenticeship documentation upon request. DISTRICT may withhold payments or take other appropriate action for failure to comply with this Section.

10.05 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.06 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT,

whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Bond Requirements.

12.01 Purpose. This Section sets forth bonding and related security requirements applicable to the on-call electrical maintenance and repair services to be performed by CONTRACTOR on an as-needed, time-and-materials basis under this Agreement. For purposes of this section, "Surety" means an admitted surety insurer authorized to transact surety business in the State of California. Each bond shall be issued by a Surety admitted in California and acceptable to DISTRICT and shall be on DISTRICT'S then-current bond forms and shall not be subject to any condition, limitation, or modification not expressly approved in writing by DISTRICT. CONTRACTOR shall pay all premiums and costs for required bonds. Bonds are in addition to, and not in limitation of, any other security, insurance, indemnity, or remedy available to DISTRICT under this Agreement or applicable law.

12.02 Condition Precedent to Work; Delivery of Bonds. As a condition precedent to CONTRACTOR'S commencement of any Services, CONTRACTOR shall deliver to DISTRICT, in form and substance acceptable to DISTRICT, the bonds described in this Section, duly executed by CONTRACTOR as principal and by a Surety. DISTRICT may withhold issuance of any Task Order until all required bonds are received and approved. In the event of emergency Services requiring immediate response to protect public health, safety, or continuity of water operations, DISTRICT may authorize CONTRACTOR to proceed prior to delivery of bonds; provided, however, that CONTRACTOR shall deliver all required bonds within five (5) business days of such authorization, or as otherwise directed by DISTRICT. Failure to timely provide such bonds shall constitute a material breach.

12.03 Performance Bond. CONTRACTOR shall furnish a performance bond guaranteeing faithful performance of all obligations under this Agreement, including completion of all Services authorized by Task Orders issued during the term, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount established under this Agreement (the "Performance Bond"). The Performance Bond shall also apply to and secure the performance of all authorized change orders, amendments, and modifications to any Task Order, including increases in scope, time, or compensation. In the event of emergency Services performed prior to issuance of a Task Order or formal amendment, the Performance Bond shall be deemed to apply to such Services once the associated Task Order or written authorization is issued, including any retroactive approvals. The Performance Bond shall remain in full force and effect through final completion and acceptance of all Services authorized under the applicable Task Order and satisfaction of all CONTRACTOR obligations that survive completion (including warranty and indemnity obligations to the extent applicable).

12.04 Payment Bond. CONTRACTOR shall furnish a payment bond guaranteeing payment in full for all labor, services, equipment, and materials furnished for the Services, in a penal sum equal to one hundred percent (100%) of the total not-to-exceed amount (the "Payment Bond"). The Payment Bond shall extend to all labor, materials, and services furnished pursuant to authorized change orders, amendments, and modifications to any Task Order. The Payment Bond shall further apply to emergency Services authorized by DISTRICT, including work performed prior to formal Task Order issuance, provided such work is subsequently documented and approved in writing. The Payment Bond shall be conditioned as required by applicable California law for public works and shall inure to the benefit of claimants as defined by law.

12.05 Maintenance Bond. CONTRACTOR shall furnish a maintenance bond guaranteeing the correction of defective work and warranty obligations arising under this Agreement in a penal sum equal to one hundred percent (100%) of the total not-to-exceed contract amount established under this Agreement (the "Maintenance Bond"). The Maintenance Bond shall remain in effect for the duration of the warranty period set forth in the Maintenance Bond, or such longer period as may be required by applicable law or manufacturer warranty

requirements.

12.06 Maintenance of Bonds. CONTRACTOR shall maintain all required bonds continuously in effect. If any bond is canceled, expires, is materially modified, or becomes insufficient due to an increase in the Task Order's not-to-exceed amount, CONTRACTOR shall immediately notify DISTRICT and, within five (5) business days (or sooner if required to avoid any lapse), deliver replacement or supplemental bonds meeting this Section. In the event of any increase to a Task Order amount through change order or amendment, CONTRACTOR shall provide supplemental bonding to maintain coverage equal to one hundred percent (100%) of the revised not-to-exceed amount. For emergency Services resulting in increases to the Task Order amount, CONTRACTOR shall provide such supplemental bonds within five (5) business days of written direction by DISTRICT or execution of a confirming Task Order or amendment. Failure to provide or maintain required bonds constitutes a material breach. In addition to any other remedies, DISTRICT may (a) suspend Services, (b) withhold payments otherwise due, and/or (c) terminate this Agreement for default, without waiving any rights against CONTRACTOR or the Surety.

12.07 Notice of Completion. If DISTRICT elects to record a Notice of Completion for any Task Order, final payment, including any retained funds applicable to such Task Order, shall be made in accordance with Section 4.05 of this Agreement, and if a Notice of Completion is recorded, not earlier than thirty-five (35) days after such recordation, as required by applicable law. DISTRICT shall have discretion to determine whether a Notice of Completion is appropriate for a given Task Order, consistent with applicable law and DISTRICT's administrative practices. CONTRACTOR shall cooperate with DISTRICT and promptly provide such information and documentation as may be reasonably required for the preparation and recordation of any Notice of Completion.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief,

is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that

there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify DISTRICT should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. DISTRICT retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or

covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

CONTRACTOR:

LEED ELECTRIC, INC.

By: _____

Print
Name _____

Title: _____

Date: _____

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK, PROPOSAL AND FEE SCHEDULE

(insert behind this page)

LEED Electric, Inc.

Statement of Qualifications



2026

PRESENTED TO:
Mission Springs Water District

PROPOSAL BY:
LEED Electric, Inc.

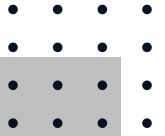
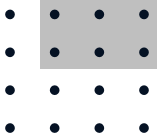


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> Executive Summary and Introduction

Statement of Qualification

LEED Electric, Inc. is pleased to submit this statement of qualification as the Electrical Subcontractor for this On-Call Electrical Maintenance and Repair Services Project.

LEED Electric has provided quality services through a long 46 year history with the County of Los Angeles, the City of Los Angeles, County of Orange, the Metropolitan Water District of Southern California, the Department of Water and Power, Long Beach Water Department, City of Santa Monica Water Resources Division, Water Replenishment District (WRD) of Southern California, Los Angeles Wastewater Information Network System (LAWINS), Eastern Municipal Water District, and the City of Santa Ana. LEED Electric, Inc. is a qualified Small Business Enterprise with the State of California Department of General Services as well as a Certified Small Business Enterprise (SBE) with the Port of Long Beach. Numerous other public works projects have been successfully completed for virtually every local City and/or County governmental agency including Orange County Water District, Orange County Sanitation District, Los Angeles County Sanitation District, State of California Water Resources and other state agencies, and most recently expanding services to Northern California with the opening of satellite offices in Stockton and Folsom, California to support projects in Stockton, Monterey and East Bay MUD.

LEED Electric, Inc. employs local tradesmen affiliated with the International Brotherhood of Electrical Workers and is signatory with IBEW locals from Sacramento to San Diego County and complies with Project Labor Agreements (PLA) from Northern to Southern California. LEED Electric has extensive experience in industrial water related projects and intricate electrical control projects in the greater Los Angeles, Orange County and Riverside County areas. LEI is dedicated to on-time delivery of materials, labor and services for construction endeavors at all times, and along with the on-time delivery LEI responds to all inquiries for service in a timely and professional manner, with a commitment to provide the products or services meeting or exceeding the specifications of the customer. LEED Electric, Inc. (LEI) is a local full service electrical contractor with extensive experience in public works projects, having successfully completed hundreds of public works contracts during their 46-year history-from a high end of \$7.0M to various projects in the \$500K to \$2.0M ranges.

In summary, our team of local craftsmen overseen by an experienced management team that consists of a Chief Executive Officer, Division Managers, Superintendents, Operations Personnel, Project Managers and Project Engineers to oversee quality products and services are provided and has the requisite expertise and experience in working as the electrical subcontractor for this project. Some of our satisfied customers are included in the latter portion of this statement of qualification for reference. We hope you determine that our qualifications meet your requirements. Please contact me at sjamali@leedelectric.com or (562) 270-9500 with any questions.

Yours truly,

Seyed (Seth) A. Jamali Dinan, Chief Executive Officer

> Company Information

Firm Name	LEED Electric, Inc.	
Corporate Office Address	12333 Los Nietos Rd. Santa Fe Springs, CA 90670	
Corporate Phone and Fax Numbers	Firm Phone # (562) 270-9500	Firm Fax # (562) 863-5723
Federal Tax ID #	95-3337191	
Business Type	S-Corporation Established 3/1/1979 in California	
DUNS No.: CAGE Code:	09-916-2901 0XJH1	
Business License	Certificate Number: 15801447 Exp. Date: 06/30/2025 City of Santa Fe Springs, California	
Contractor License	License No. 379096 Exp. Date: 07/31/2025 State of California Contractors State License Board A - General Engineering Contractor C-10 - Electrical Contractor	
DIR Contractor Registration	DIR Registration No. 1000004633 Exp. Date: 06/30/2028	
SBE Certification	Port of Long Beach (SBE) #251559 Exp. Date: 06/05/2026 State of California (Dept. of Gen Services) #36862 Exp. Date: 04/30/2026 NAICS 238210	
Principals/Officers	Sayed (Seth) A. Jamali Dinan, Chief Executive Officer Annette Iribarren, Corporate Secretary & Senior Controller Jeffrey Rua, Vice President	
Years with Company	Sayed (Seth) A. Jamali Dinan: 13 years Annette Iribarren: 30 years Jeffrey Rua: 3 years	
Telephone and Fax Numbers	Phone # (562) 270-9500	Fax # (562) 863-5723
Name, Title, Phone No., and Email of Contact Person for the Proposal	Sayed (Seth) A. Jamali Dinan (562) 270-9500 sjamali@leedelectric.com	
Average # of Employees with the Firm	180	
WebVen #	13999601	

BACKGROUND:

LEED Electric Inc. is an experienced and highly recommended full-service commercial and industrial electrical, control & instrumentation contractor. The company has a reputation for completing projects on time, within budget and to the client's satisfaction. The company's comprehensive knowledge of new technologies combined with the highly trained staff and more than 46 years of experience performing heavy contracting work make LEED Electric a provider of choice. LEED Electric began operations in 1979 performing work at oil refineries, chemical plants and aerospace facilities. Later began doing public work for various municipal and county facilities on pumping plants, water treatment plants, and sewage treatment plants installing power and control systems, automation/measuring systems.

MISSION:

The mission of LEED Electric is to provide highest quality electrical, control & instrumentation installations performed safely by highly trained, skilled craftsmen to meet or exceed customer specifications.

VERSATILITY:

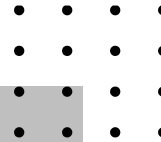
Contracts ranging to over \$5.0 million have been successfully completed. Maintenance programs with special rates designed to fit customer needs have been provided.

PERFORMANCE:

LEED Electric has a consistent record of completed projects on or before target dates.

SAFETY:

Strict adherence to safety standards is an integral part of daily operations.



COMMUNICATION:

LEED Electric's experienced management team is concerned about completing projects correctly and on time. The company understands that growing reputation depends on it. Constant communication with field personnel enables project managers to stay informed of job progress insuring smooth operation to timely completion.

LITIGATION:

LEED Electric has not had any litigation or threatened litigation against the firm that will affect the company's performance or completion of this proposed program.

1. The organization has never been subject of litigation for failure to meet contracted obligations to deliver or supply electricity since its inception in 1979.
2. The company has no breach of contract or criminal legal actions with potential liabilities above \$50,000 or involving imprisonment (now or pending) against the company itself, any official, officer or employee of the company submitting qualifications over the last 46 years.
3. LEED Electric has not filed for bankruptcy, is not currently in default of business loans and is not responsible for undisputed payments to suppliers or transporters which are over 60 days past due.





> Qualifications & Experience

In addition to the minimum qualifications for participation in this project, LEED Electric offers:

01



- **Trusted Partner:** 46+ years of successful work with California public agencies
- **Local Expertise:** Southern California—based operations
- **Experienced Team:** Skilled project managers delivering goal-oriented, compliant projects
- **Strong Workforce:** Locally hired union staff with broad manpower capabilities

02



- LEED Electric is a **certified Small Business Enterprise (SBE)** recognized by the State of California, City of Los Angeles, and County of Los Angeles. As an eligible participant in the County's Local SBE Preference Program, LEED Electric offers the advantages of a certified SBE: commitment to local business development, diverse project experience, and strong community engagement.

03



- **Locations:** Headquarters in Santa Fe Springs with satellite offices in Orange County, Corona, Stockton, and Folsom for strong local presence.
- **Expertise:** Proven experience in Electrical, Instrumentation, and Control System installation, delivering reliable, high-quality results.

> Project Management Team

Seyed A. Jamali-Dinan (Seth) Chief Executive Officer



As CEO of LEED Electric, Mr. Jamali Dinan provides visionary leadership that drives the company's continued prominence in the electrical contracting industry. Through the strategic implementation of innovative solutions, integration of advanced technologies, and a strong focus on operational excellence, he has positioned the firm for sustained growth and long-term success. His leadership emphasizes quality, safety, and client satisfaction while fostering a culture of accountability and continuous improvement across the organization.

Mr. Dinan plays a pivotal role in shaping the company's strategic direction, spearheading initiatives in new product development, market expansion, and business diversification. His forward-thinking approach enables LEED Electric to adapt to evolving industry demands, remain competitive in complex project environments, and deliver high-value solutions to clients across both public and private sectors.

He oversees all aspects of company operations, including sales, estimating, project management, accounting, procurement, contract administration, project development, customer relations, and workforce development. Under his guidance, cross-functional teams operate with efficiency and precision, ensuring projects are delivered on time, within budget, and to the highest standards of quality and safety.

With over 18 years of experience in general and electrical contracting, Mr. Dinan brings a deep understanding of construction methodologies, project lifecycle management, and risk mitigation. His ability to identify subtle challenges early and implement strategic, result-driven solutions has been instrumental in the successful execution of complex, large-scale projects. He is known for his analytical mindset, strong leadership presence, and commitment to mentoring and developing high-performing teams.

Mr. Dinan has a bachelor's degree in electrical engineering from the University of Nottingham (UK), earned in 1999, and a Master of Science in Construction Management from the University of Southern California (USC), earned in 2006. Prior to joining LEED Electric, he spent 14 years as a Project Manager with a major U.S. general contractor, where he successfully delivered projects ranging in value from \$32 million to \$225 million. This experience provided him with a robust foundation in managing complex construction programs, coordinating multidisciplinary teams, and maintaining strong client and stakeholder relationships.

Beyond his operational responsibilities, Mr. Dinan is committed to advancing industry best practices, embracing emerging technologies, and promoting sustainable construction methods. His leadership continues to strengthen LEED Electric's reputation as a trusted partner known for excellence, innovation, and integrity.

> Project Management Team

David Gollinger

Division Vice President & Project Manager



David Gollinger joined the LEED Electric Executive Team in March 2024 and oversees Northern and Central California Electrical Operations. In this role, he leads strategic planning, coordination, and project supervision to ensure all work is completed on time, within budget, and to the highest quality standards.

Mr. Gollinger has 20 years of experience as a certified electrician and over 21 years in executive and VP-level management. His largest single electrical project managed was a \$20M retrofit at the San Jose Convention Center. He holds numerous certifications and trainings, including Certified Electrician, Qualified Safety Person, USACE/NAVFAC Quality Control, Asbestos Awareness, Competent Person, Cable Splicing – Raychem, Confined Space Entry, OSHA Lead Abatement, CPR/First Aid, Arc Flash, OSHA 10 & 30, NFPA 70E, Aerial Booms & Platforms, and USACE Quality Control.

Key projects led by Mr. Gollinger include:

- **Upgrade Electrical Distribution Phase 1 – Hickam Air Force Base, Honolulu, HI (U.S. Army Corps of Engineers, Honolulu District, \$7.3M):** Designed and installed a new 46kV electrical duct bank spanning 2.2 miles, constructed a CMU building for 11.5kV substation switchgear, and completed multiple critical outages with minimal impact to U.S. Air Force Pacific Command operations. The project also included a new perimeter wall, fencing, and integration of tie-ins with 2000A buss duct.
- **Install Secondary Electrical Distribution System – AMR, Oahu, HI (U.S. Army Corps of Engineers, Honolulu District, \$7.0M):** Managed installation of a sub-surface secondary electrical distribution system at Aliamanu Military Reservation, including new service laterals between existing MV transformers and distribution panels. Coordinated outages, developed a site-specific safety plan, and ensured compliance with Hawaiian Electric Company (HECO) standards, all while working within occupied military housing areas.

David's expertise combines hands-on electrical experience with executive leadership, enabling him to guide teams effectively, anticipate challenges, and deliver complex projects safely and efficiently.

John Hogan, Division Executive

Mr. Hogan joined LEED Electric in February 2024 as the Division Executive for Los Angeles County area and Special Projects to provide operational oversight for client management, financial and reporting issues, developing corporate policies and procedures and workforce planning and analysis. Mr. Hogan joins our Executive Team, which includes the CEO, CFO, the Division Vice President and Vice President of Sales. Mr. Hogan joins LEI with an Electrical Engineering Degree from Gonzaga University and over 35 years' experience in the construction industry as a Project Manager, Lead Estimator, Project Executive and Division Executive. Project experience includes multiple projects in the transportation industry including over \$400M of work with LAX, the Ports of Los Angeles and Long Beach, the MTA and the Alameda Corridor. Additionally, experience includes multimillion dollar projects for LADWP, Utility Grade Solar, numerous Industrial Water/Wastewater clients including MWD, EMWD, WMWD and others. We look forward to his leadership and mentorship of the younger generation of Electrical Project Managers.

> Project Management Team

Jeffrey Rua, Vice President of Sales

Mr. Rua joins the LEED Estimating Division in November 2023 with over 30 years in the construction industry in local, national, and international markets. Revenue capture with emphasis on heavy, industrial, and commercial electrical construction. Executive leadership: a teacher and mentor, committed to building the next generation of specialty construction professionals.

Javier Prado, Safety Manager

Mr. Javier Prado is a retired U.S. Navy Explosive Safety Officer with nearly 24 years of military service and extensive experience in safety and risk management across construction, utility, and infrastructure projects. He specializes in developing proactive safety programs and implementing effective safety cultures that prevent incidents and support safe project delivery. Mr. Prado's leadership approach combines disciplined military training with practical field experience. He focuses on workforce engagement, safety education, and Human and Organizational Performance (HOP) principles to promote continuous improvement and operational safety. His project experience includes major infrastructure and transportation projects such as the Los Angeles International Airport Automated People Mover, Los Angeles Metro Purple Line Extension, and the Los Angeles Metro D-Line Subway, where he served in senior safety leadership roles. He has also supported utility and commercial construction projects including the Southern California Edison Mesa Substation 500kV Upgrade. Mr. Prado holds several industry-recognized safety certifications including Construction Health & Safety Technician (CHST), Safety Trained Supervisor Construction (STSC), OSHA 500 Authorized Trainer, OSHA 30-Hour, and NFPA 70E Qualified Person. His credentials also include certifications in fall protection, trenching and shoring, confined space awareness, hazard communication, and first aid/CPR/AED instruction.

Cody Engelhardt, Director of Field Operations

Mr. Engelhardt joined the LEED team in July 2020, as our Orange and Riverside County Superintendent. He is a state certified journeyman electrician with over 10 years of experience in the electrical industry. The projects that Mr. Engelhardt has been involved with have ranged from small single-owner operations to Fortune 500 companies. Mr. Engelhardt is a goal-oriented individual with a customer service focus, he thrives in highenergy, fast-paced work environments and enjoys working with others. His background includes all facets of electrical construction from ground up, to tenant improvement projects and service jobs as a journeyman and a foreman electrician. Mr. Engelhardt is extremely organized and adept in keeping records from project tracking to crewmember staffing logistics. Some of the projects Mr. Engelhardt has completed and/or been involved in are Tustin Fire Station #37, Berth 200 PV System, Vista/ Valley Substation Control Building for Southern California Edison, Crafton Hills Pump Station, as well many more, such as Irvine Valley College - Technology Building, B. Braun Pharmaceuticals - Mixing Tank Replacement 2017 & 2018. His qualifications are California State License Number #153070, OSHA 10 & 30, First Aid/CPR trained, Heat Illness, Arc Flash/Energized Work, QSP and Confined Space trained. Mr. Engelhardt is a great leader to our Orange County crew and has been recognized with a promotion most recently in April 2024 to Director of Field Ops. He's a great example to our younger staff that shows how years of hard work can pay off!

> Project Management Team

Gary Van Eede, Division Manager - Special Projects

Mr. Van Eede has 36 years of experience, joining LEED Electric in January 2020. Primarily on industrial projects consisting of Petro/chemical, water/wastewater treatment, heavy manufacturing, internet infrastructure, and TELCOM facilities. He specializes in process control automation and upgrading existing systems and plants. Effective labor management, completing projects on time and under budget, and being orientated toward customer satisfaction are additional strengths. As Superintendent his role is to Manage day-to-day field activities on multiple projects, Detailing and problem-solving design-build projects. Assisting daily in scheduling and planning of projects; Safety and QC ongoing daily; management of field installations and field staffing requirements. His Education and Experience: CSUDH Construction Management, Cerritos College – Structural Welding Technology, Industry Tenure: 35 years, Professional Affiliations: IBEW Local 11, Certifications: State Licensed Electrician No. 109612, City of Los Angeles Certified welder License # P027427, EPRI Level 2 Instrument technician, Attributes Relevant to Water and Wastewater Facilities: Large project Microfiltration and RO membrane experience, Extensive Design-Build experience and Multiple expansion projects successfully completed in operating facilities.

Lisa Jones, Estimator

Joining the LEED Estimating Division in June of 2022, Ms. Jones is tasked with responsibly compiling comprehensive bid packages for public and private projects of all ranges resulting in profitable accurately budgeted projects. Ms. Jones comes to our team as an IBEW/NECA Trained Member since 1996. She has been serving our industry trade for over 25 years with union quality experience from being a State Certified Electrician to supporting nearly all operational roles within the office including: Emergency Service, Material Procurement, Project Management, and Estimating. Her combined field and office experience lends itself to familiarity with a vast array of environments including OSHPD & Healthcare Pharmaceuticals, Laboratory & Educational facilities, Data Centers, Port Shipping Container & Rail yards, Water Treatment, Commercial & Retail facilities, Residential Custom & Multi housing units, Vehicle charging, Solar, & even Traffic divisions. Ms. Jones is dedicated to furthering her electrical career with LEED Electric Inc. for many years to come proudly serving alongside our partners in the industry building our future with accurate bidding practices and great customer relations

> Project Management Team

Israel Leyva, IBEW Certified Electrician: Superintendent, Orange County

Mr. Leyva joined LEED in August 2021 as a General Foreman Electrician at the onslaught of LEED being awarded several OCSAN Projects. Mr. Leyva has over 18 years of experience in the Electrical Industry. He has extensive experience with job supervision and the installation of Distribution Gear and Process Control Systems. His duties include project supervision, safety coordination, calibration, documentation, database maintenance, and start-up. Mr. Leyva completed Electrical Apprenticeship, Local 441 – Orange, CA and previously worked 17 years with KDC Systems before joining the LEED Electric team. Some of the projects he has completed during that 18-year career are listed below:

Orange County Water District

Application: Water Treatment | Control System: Delta V | Tasks: Instrument Technician for installation and calibration of 8,000 I/O points. Installed and commissioned over 100 control panels.

Orange County Sanitation District

Application: Wastewater Treatment | Control System: AB PLC | Task: Calibration and Startup of Instruments and Controls of Headworks Odor Control project.

Crafton Hills Pump Station Expansion

Application: DWR Water Pump Station | The East Branch Extension Phase II project for the Department of Water Resources includes the coordination and construction of a Pump Station, Office Building, and Storage Building. Installation of a 115KV switch yard, 5KV synchronous and induction motors, 5KV busduct, 5KV and 480V VFD, motor control, low voltage motor controls, 48VDC system, SCADA, FOC communications infrastructure, fire alarm, and security.

Mr. Leyva possesses several training courses and certifications as a Certified Electrician in the State of California, those are: State of California Licensed Electrician, Certified Photovoltaic Installer, Confined Space Entry Certified, Arc Flash Certified, OSHA 10, OSHA 30 and CPR/First Aid trained. It's great to have Mr. Leyva on the team working on our high-profile projects as well as training and mentoring younger Orange County Union Electrical Apprentices.

Kevin Schwab, Division Manager – Inland Empire

Mr. Schwab started at LEED Electric in April 2019 and comes to us with over 40 years of experience in the Electrical Industry, some of his qualifications are noted in the latter of this statement following his career history, and He has been in past positions as Division Management and Business Development, Estimating, Purchasing Cost Management, and Logistics. Mr. Schwab supports the company as senior project manager bringing management level support to division personnel including estimators, project managers and superintendents, as well as interface with other trades for Electrical systems installations; Water/Wastewater, Oil and Gas, Underground Utility, Utility Grade Solar, Electrical Systems Infrastructure. Provide management level support to division personnel including staff management and training. Some of the projects Mr. Schwab has completed as Project Manager are: Los Alamitos High School Infrastructure Upgrade \$ 10.5 Million, LA BCA DC Tillman Power Upgrade \$ 7.7 Million Prime Contract MV Service and Infrastructure, OCSD P2 Demolition and UPS System Upgrade \$4.8 Million, LACSD San Jose Creek \$ 1.8 Million Sodium Hypochloride Upgrade, City of Torrance Amie Basin \$485,000 Flood Control Upgrade, LACSD Carson UV Demonstration Service Upgrade Prime \$585,000 and EBX II Craton Hills Pump Station Upgrade \$ 10.8 Million. As evidenced by his many years of successful employment in the industry and extensive training which includes IBEW Local 11 Member, Accubid, Primavera OSHA 30, TWIC Certified, Master/JW Electrician Certification and possessing his own C-10 Electrical Contractors License, he brings skilled professional abilities in multiple fields of performance to each project. As a manager, he has the interpersonal skills needed to lead and direct others, while maintaining the integrity and timing of the overall project.

> Project Management Team



Michael Gomez, Division Manager, Orange County

Mr. Gomez has more than 15 years of experience to his current role. Mr. Gomez joined LEED in July 2021 and was off and running. He has performed many functions in the industry, attaining a foundation in the field as an electrician, and leading roles as Project Engineer, Assistant Project Manager and Project Manager. Mr. Gomez actively participates in project bids, project development, managing schedules and discerningly managing project deliverables. His responsibilities entail initiating projects, project planning, executing, monitoring, and controlling, and the successful projects close-out. He has a bachelor's degree in electrical engineering and holds a General Electrician license. He is proficient in Bluebeam, Accubid and Microsoft office. Some of Mr. Gomez's completed projects are as follows:

Los Angeles Federal Courthouse, MCAGRCC – Generator Upgrade

Orange County Sanitation District P2-110,

LACSD JWPCP Power Service for the Advance Water Treatment Demonstration Facility.

He is currently the Project Manager for the OCSAN P2 A – Side Primary Clarifiers Replacement project and several of LEED's other OCSAN Projects, while working onsite right at the plant in a LEED owned job trailer.

Toby Moore, Division Director - Ports

Toby C. Moore is a seasoned Project Executive with over 43 years of experience in the electrical trade, including more than three decades at KDC, Inc./Dynalectric Co. He has built a career progressing from electrician to senior leadership, overseeing major commercial, industrial, public infrastructure, and transportation projects. His expertise spans electrical installations, medium-voltage distribution, controls, shore power systems, and intermodal rail systems.

Toby is highly skilled in managing budgets, schedules, and multidisciplinary teams while maintaining strict adherence to safety and regulatory standards. He holds multiple certifications, including a California electrician license and OSHA safety credentials, and brings a hands-on, solutions-driven approach to every project. Notable Projects Toby has worked on include:

LA Convention Center Expansion – Led electrical integration for a major facility upgrade.

Hollywood Bowl Renovation – Upgraded infrastructure and lighting systems.

LA Metro Red Line – Normandie Station – Delivered reliable electrical systems for public transit.

911 Long Beach Emergency Call Center – Installed mission-critical and backup power systems.

Hyperion & Carson Water Treatment Plants – Oversaw high-voltage system installations.

Oil Refinery Projects – Conducted electrical upgrades and maintenance across various sites.

Port of LA & Port of Long Beach (Projects ranging \$210K–\$46M) – Led major infrastructure upgrades including:

Shore Power Systems, EV Charging Infrastructure, High Mast Lighting, Electric Locomotive Chargers, Crane Raising & Battery Exchange Systems, Harmonic Mitigation. Intermodal Railyard Systems with TIMS, derail, and switching machines

Nacho Rodriguez, Senior Project Manager

Mr. Rodriguez has been in the construction industry for over 25 years. He started his career in 1997 working as a Project Engineer for Gueno Development Inc. In 2002, he started working for Environmental Construction as a Project Engineer/Project Manager. In 2013, he began working with Green Building Corp as a Project Manager, and in 2022, Mr. Rodriguez joined LEED Electric as a Senior Project Manager. Mr. Rodriguez extensive construction background experience includes processing, submitting, and tracking RFI's, Change Orders, Submittals, material buyout and procurement. In addition, he prepares monthly billings, negotiates change orders, and performs as the lead role on projects, as the direct liaison between owners, clients, and subcontractors to ensure delivery of the project from inception to completion, on time on budget and safely. Mr. Rodriguez Educational and Technical Background includes BA in Management, Project Management Certification, OSHA 30 Hour Course, Qualified Storm water Practitioner (QSP), Certified Erosion, Sediment and Storm Water Inspector (CESSWI), Confined Space Certification.

> Project Management Team

Antonio Bracamontes, Senior Project Manager

Mr. Bracamontes joined LEED Electric in August 2015, but he has over 18+ years' experience in the Industrial Electrical Project Management Field specializing in water and wastewater treatment facilities construction management. Mr. Bracamontes is currently working as a Project Manager for LEI on several of its current projects and has also managed several industrial water/wastewater projects in the past, some of which include:

City of Cypress Department of Public Works, Myra Ave. Pump Station No. 2 Reconstruction, worked as a Project Manager, interfacing with the Owner and General Contractor to coordinate the installation of a new Motor Control Center, VFDs, Pumps, a SCADA System and backup generator at a 45-year-old pump station rehabilitation to prepare for the 100-year flood.

Irvine Ranch Water District, Orchard Hills (PA1) ILP Turnout, worked as a Project Manager to coordinate and oversee the installation of flow meters, pressure transmitters, an antenna mast, site lighting and electrical conduit and wiring for the new station for the water district.

Irvine Ranch Water District, Zone 3 to 4 Domestic Water PRV Site Northwood Reservoir, worked as a Project Manager to oversee the field construction of the PRV station for the water district. Coordinated the installation of new MOV's, a service pedestal, pumps, and instrumentation. Mr. Bracamontes has a Bachelor of Science in Electrical Engineering, emphasizing in Communication from the California State Polytechnic University, Pomona. Prior to joining LEED Electric, Mr. Bracamontes worked as a Project Manager for over 13 years for another local contractor, Beard Electric, in Santa Fe Springs and for 2 years worked as an Electrical Systems Engineer with Trams International, Inc. before joining the LEED Electric team.

Samer Al Sibai, Project Manager

Samer joined the LEED Electric Team in March 2023, bringing with him several years of experience in Construction and Project Management; with a Bachelor of Science in Electrical Engineering from Homs State University, he has over 18 years of experience working on industrial and commercial projects across the USA and UAE. He started his career in Dubai / UAE with Omega Engineering PJSC, where he contributed to the completion of four different Skyrise buildings at the Jumeirah Lakes Towers. He then transitioned to Drake & Scull International PJSC, overseeing the Emirates Mall Expansion Project and Sahara Mall Expansion Project. Upon relocating to the USA, he further honed his skills with Neal Electric, working on multiple industrial projects like Terminal Island Water Reclamation Plant, Long Beach Pump Station, and LA METRO, before joining Helix Electric, where he contributed to projects such as LAX Airport Midfield Satellite Concourse (MSC) North Project and the Amazon LAX35 Building Project. Samer's role includes a wide range of responsibilities, within construction projects; these include a review of specifications and drawings, diligent monitoring and management of construction progress, and the financial aspects of the project. Additionally, he actively participates in the final testing and commissioning process, ensuring smooth project execution within designated budgets and timelines. He has experience in various project management tools and platforms such as PlanGrid, Bluebeam, AutoCAD, Navisworks Freedom, CMiC, Oracle Textura, Accubid ChangeOrder, Procore, Spectrum Construction, Aconex, Kahua, Job Walk, and VEO HQ. We are happy to have Samer on our team and look forward to a great future, currently he is managing several projects in Orange County, most importantly a PRIME Bid for LEED for the City of Garden Grove SCADA Master Plan Implementation.

> Project Management Team



Kirk Crossman – Civil Project Manager

Kirk Crossman brings over **45 years of construction industry experience** managing complex federal, state, and municipal projects from design through construction, testing, and commissioning. He has extensive experience overseeing multi-discipline teams, coordinating subcontractors, and ensuring projects meet contract requirements, schedules, and regulatory standards.

Mr. Crossman has successfully delivered numerous **large-scale design-build and design-bid-build projects valued up to \$36 million**, including work for the **U.S. Department of Veterans Affairs, GSA, NAVFAC, CDCR, and municipal agencies**. His experience includes **medical facilities, correctional institutions, federal buildings, utilities infrastructure, and educational facilities**, often in operational or high-security environments. Currently, Mr.

Crossman serves as **Project Manager for the \$33 million El Estero Water Resource Center Electrical Distribution Renewal Project** for the City of Santa Barbara, managing the complete replacement of the electrical distribution system within a fully operational wastewater treatment facility. His project leadership includes the **\$35 million VA West Los Angeles Kitchen Replacement Project**, the **\$32 million Salinas Valley State Prison Health**

Care Facility Improvement Program, and multiple **NAVFAC projects on San Clemente Island**, where he served in project management, superintendent, and Construction Quality Control Manager roles. Mr. Crossman holds a **Certificate in Construction Management from Cal Poly Pomona**, maintains **California Contractor Licenses (A and B)**, and is certified in **USACE/NAVFAC Construction Quality Management, OSHA 30-Hour Construction, and First Aid/CPR**. He is highly proficient in project management tools including **Procore, Bluebeam, MS Project, and Adobe Acrobat**, and has a strong background in contract administration, construction methods, and regulatory compliance.

Karen Ankenbauer, Assistant Project Manager

Ms. Ankenbauer has been in the electrical construction industry since 1999, starting at a small shop in the Los Angeles area (Angeles Electric) that mainly did TI and commercial work in the LA and Long Beach areas. She joined LEED Electric's Project Management Team in April of 2020 as Assistant Project Manager working under Michael Sanchez, a longtime friend and mentor and Sr. PM's like Paul Bergeron. Some of the project highlights at Angeles Electric were the: Marion Davie Rehab and Reuse project in Santa Monica, Solar project at Burbank Airport and four floors at the Doctor's Hospital project. Some of Ms. Ankenbauer's responsibilities at Angeles included (not limited to): Billing, Collections, Completing Prequalification's, Preliminary Notices (and tracking 30, 60, 90 days after final labor so we didn't lose our lien rights), T&M pricing and billing, Change Order processing and updating SOV's for billing. From Angeles Electric Ms. Ankenbauer went to Doty Bros. where her primary functions were Bid Coordination, Job Walks, Some Estimating, submittals, and following through on contract documents, some projects were the Morris Dam, Oxnard Advanced Water Purification Plant, and Weymouth MWD. From Doty Bros. Ms. Ankenbauer went to Neal Electric where she focused on change orders, billing, collections, assisting the division manager, Prequals, PLA documents, writing subcontracts and major PO's following through with the PLA documents for compliance, bid advertisements, and office facilities. Some of the highlight projects at Neal were the Haynes Power Plant, Long Beach Pumping Plant, & San Jose Creek. After Neal Electric Ms. Ankenbauer went to A-C Electric as a Project Assistant where she did everything from contract routing, PLA documents, submittals, change orders, RFI's, job walks, pre-job orientation meetings, bid/contract scope reviews with the PM's, major PO buyout reviews, billing, collections, assisting PM's with their projections. Some of the project highlights were the Jockey Pump at Port Hueneme, Roosevelt High School (LAUSD), Santa Ana Jr. College Student Center. Programs: Textura & Procore License: Notary, Completed: Basic Estimating at LA NECA.

> Project Management Team

Patrick Causey, Senior Project Manager

Joining the LEED Electric team in February 2025, he comes to us with extensive experience of over 24 years in the water and wastewater industry, having begun his career with TIC, a Kiewit Company, Mr. Causey quickly advanced from Foreman to Superintendent, to Construction Manager and Project Manager. He has overseen projects out of TIC's local office, guiding teams toward planned safety, quality, productivity and financial goals on construction projects. With recognized leadership and management skills, he helps train new staff personnel and plan, organize and solve problems on multiple construction projects. In a position of responsibility for multiple projects, in his previous roles Mr. Causey set standards of excellence in leadership, safety, quality, and productivity and communicates and enforces the company's policies and practices on his projects and we look forward to him carrying on with that quality with LEED for many years to come. Some previous projects completed are:

- **Project Superintendent, Vulcan - Hewitt Groundwater Treatment Plant, North Hollywood, California** Patrick coordinates and manages field operations, including the planning and scheduling of salaried engineers, craft employees, subcontractors, and suppliers on this project that builds a new plant that treats contaminated water from eight groundwater extraction wells capable of capturing contaminated groundwater in a shallow A- Zone aquifer underlying the site. Treated water is returned to a deeper Bzone aquifer by way of twelve injection wells, with a goal of efficiency and cost effectively extracting and reinjecting 460 gallons per-minute (GPM). The project is among the first of many groundwater remediation projects being undertaken to remove widespread contamination and restore beneficial use of the 175-square-mile San Fernando Basin. It is set for completion in early November 2020.
- **Project Manager, Edward C. Little Water Recycling Facility Clean-in-Place Waste Discharge, El Segundo, California** as the highest-level manager on site, Patrick held authority for all decisions on the project and oversaw operations including performance in safety, quality, engineering, construction, environmental protection, productivity and startup. The project built a clean-in-place neutralization and discharge system including micro-filtration and reverse-osmosis treatment. The scope included demolition of a solids contact clarifier tank and installation of two CIP neutralization tanks and a reverse-osmosis CIP waste sump, along with modifications to existing systems.
- **Project Manager, DC Tillman WRP Screw Pump Installation, City of Los Angeles, Van Nuys, CA** As Project Manager, Patrick oversaw all project operations and activities as well as subcontracting results and startup on this project to modify the ventilation system at an existing headworks building site. Scope included removing and recycling eight existing screw-pump bearings; repairing and form concrete troughs and installing stainless steel trough liners and stainless-steel profile plates; replacing four gearboxes, four motors, and two motor starters; installing condition sensors on all eight screw pump assemblies. Additionally, new supply fans, windows/louvers, compressed air, water spray systems, and FRP covers were installed.

With over 24 years' experience Mr. Causey has acquired these training courses and certs: Certified California Electrician, Arc Hazard Analysis instructor, DOT Pipeline A/O Certs, NCCER Pipe Certified, Safety Leadership Academy, Leadership Seminar, Field Management Academy, Operations Management, Superintendent's Ops. School, Field Supervisor School and Crane Safety, Lift Plan.

> Project Management Team

Jake Viramontes, Project Manager – Special Projects

Mr. Viramontes joined the LEED Electric Team in August 2024 with 27 years in the electrical industry. His experience includes complex conveyor systems, lighting systems, complete electrical distribution systems, process control, industrial control, & building automation. Mr. Viramontes previously worked 22 years with KDC Systems (formerly Dynalectric Los Angeles) as a General Foreman Electrician, Project Manager, and Estimator before joining the LEED Electric Team. His qualifications are California State Electrician License, OSHA 10 & 30, Arc Flash/energized work trained, Qualified Safety Person, Lock Out/Tag Out trained, Confined Space trained, and Forklift Operator instructor. Some of the projects he has supervised/managed are listed below: Disney California Adventure World of Color / Show Lighting Disney California Adventure Pizza, Burger, Goofy / Theme Park Ride and Show Lighting LAX Central Utility Plant Upgrade / Cogeneration and HVAC Control System Time Warner Company Garden Grove / Electrical Distribution System Golden State Foods / Conveyor Systems and Various Process and Industrial Control LAMTA Southwest Yard / Electric Train Storage and Maintenance Yard LAMTA Crenshaw/LAX Corridor / Underground Railway Station Evonik - DCS Migration / DCS CPU and I/O Card Facility Wide Upgrade Adventure Park Multi Benefit Stormwater Capture / Electrical Distribution System & Industrial Control Scholl Canyon Landfill Stormwater Management / Electrical Distribution System & Industrial Control

Sepehr Fanaeian, Project Manager

Mr. Sepehr Fanaeian has been with LEED Electric since August 2017. He has 9 years of experience in the Electrical and Control Engineering field. He worked for 5 years with Science Instrument Co. in Baltimore, Maryland as well as overseas in Haifa, Israel at the Baha'i World Centre in the Engineering Department - Electrical/Control Engineering Management Team for more than 4 years of his stay there. He has extensive experience of electrical system projects and upgrading of control and security systems. Mr. Sepehr Fanaeian has a Bachelor of Science in Electrical Engineering Degree, with Electronics Minor from BIHE – online University in Tehran, Iran, and he continued his post-baccalaureate at the University of Maryland – UMBC. Mr. Fanaeian is responsible for the production of project submittals, from generation to approval and tracking these documents, field RFI's, and supporting the Project Manager, Superintendent and Field Foreman, attending meetings, generating schedules and tracking materials and gear to ensure on-time delivery.

Jason Mline, Office Engineer

Mr. Milne graduated from Cal Poly, San Luis Obispo with a Bachelor of Science in Electrical Engineering with several classes centered around power systems. He has gained knowledge through several projects throughout the course of his college education including partnering with Siemens to build and grow the automation curriculum provided at Cal Poly by creating a class that teaches students the basics of programming PLC's, HMI's and VFD simulation. Mr. Milne interned with LEED on two separate occasions where he worked closely with several project engineers and project managers to learn about the industry and field of work. After graduating, he began working full time with LEED in July 2023 as a Project Engineer where he handles responsibilities including material procurement, submittals, RFI's, change orders, etc. under the supervision of LEED's Senior Project Management Team. Mr. Milne has a great career and several advancement opportunities in his future

> Project Management Team



Dineth Francis, Assistant Project Manager:

Mr. Francis joined the LEED Electric team in April 2021 possessing a strong education, with a Bachelor of Science in Electrical Engineering emphasis on power systems, from California State University Long Beach, with experience and skills that consist of: Proficient in MS Office, Bluebeam Revu, AutoCAD, Revit, Electrical Circuit & Power Systems Analysis, Basics of C++ Programming, Matlab, VHDL, PLCs, Power world and Accubid as well as OSHA-30 certified. Mr. Dineth plans to apply his technical knowledge, analytical skills, and achieve hands-on experience in a leading organization while expanding his electrical design knowledge and workplace competency through continuous research and training. Additionally, his previous job facilitated in him being committed to quality, continuous improvement, and the ability to function effectively as a member of a team with the highest professional and ethical standards. He comes to us with skills as an Electrical Design Engineer utilizing Revit for design assistance & design-build managing multiple subcontractors, coordination of trades, reviewing title 24 Building code and National Electrical Code.

Abdel Hamid, Project Manager

Mr. Hamid joins the LEED Electric Project Management Team in October 2020, possessing a strong education Bachelor of Science in Electrical Power Engineering Technology, University of Houston College of Technology, with experience and skills that consist of: Proficient in MS Office, Bluebeam Revu, AutoCAD, Electrical Circuit & Power Systems Analysis, Basics of C++ Programming, Matlab, MIPS, VHDL, PLCs, Altium Designer, AutoCAD, SAP and Accubid. He plans to apply his technical knowledge, analytical skills, and achieve hands-on experience in a leading organization while expanding his electrical design knowledge and workplace competency through continuous research and training. Additionally, his previous job facilitated in him being committed to quality, continuous improvement, and the ability to function effectively as a member of a team with the highest professional and ethical standards. He comes to us with skills as a Project Engineer managing multiple low voltage subcontractors, submittal processing, RFI's, coordination of trades, Oversee QA/QC procedures for low voltage systems and experience assisting with change orders and negotiations for added scope.

Kathi Obole, Senior Project Manager

Mrs. Obole joined LEED Electric in June 2025 as a Senior Project Manager, bringing over 20+ years of experience. She is a highly skilled, results-driven project manager known for delivering projects on time and under budget while maintaining excellent customer service. She brings a strategic and innovative approach to our project management team here at LEED Electric, leveraging technology, vendor relationships, and team leadership. Her expertise includes Document control, Budget administration, Contingency planning, Stakeholder and client communication, Strategic planning and resource management. Kathi has worked on various large projects including Long Beach Airport Terminal Improvements – \$26M ticketing and baggage claim renovations. LAX Terminals 4/5 Modernization (American Airlines) – \$1.6M project for the two busiest terminals. Delta Maintenance Hangar (LAX) – \$3.4M hangar for Boeing 777 and smaller aircraft. Bob Hope USO (LAX) – \$1.55M construction of a 7,100 sq. ft. USO facility. LAX Terminal 2 Infrastructure – \$33M+ upgrade to 150,000 sq. ft. of infrastructure and systems. Lincoln Place Redevelopment – \$14M project with rehabilitation and new construction of apartment units. Los Angeles Dodgers Stadium Renovation – \$60M fast-tracked renovation in 6 months. MWD Diemer Filtration Plant – Electrical systems installation across multiple plant facilities. Kathi is recognized for her strong analytical skills, problem-solving capabilities, and leadership in complex, high-value construction and infrastructure projects.

> Project Management Team

Cindy Roman, Assistant Project Manager

Mrs. Roman joined LEED Electric in August 2021 and currently serves as an Assistant Project Manager for the Port Division, reporting to Toby C. Moore. She supports a growing portfolio of projects at the Port of Long Beach and the Port of Los Angeles.

Mrs. Roman brings extensive experience supporting complex electrical construction projects ranging from \$18 million to \$32 million. Her background includes managing Time & Materials (T&M) processing and auditing for a \$13 million contract at the Jet Propulsion Laboratory, where she was responsible for change order administration, Schedule of Values (SOV) updates, and billing coordination.

Her expertise encompasses comprehensive project administration and document control, including contract billings, submittals, procurement coordination, project access compliance, field timecard management, general contractor daily reports, safety documentation, and overall project documentation oversight. She ensures accuracy, timeliness, and full compliance with project and contractual requirements. In addition to her technical and administrative capabilities, Mrs. Roman excels in customer communications and fostering strong business relationships. She maintains professional, responsive communication with clients, subcontractors, vendors, and internal teams to ensure alignment, transparency, and successful project delivery. Her proactive approach and attention to detail contribute to maintaining positive working relationships and supporting long-term client partnerships. Mrs. Roman is proficient in Procore and Microsoft Office and has completed Basic Project Management coursework through NECA.

Jordy Borquez, Junior Estimator

Jordy Borquez joined LEED Electric in January 2025 as a Project Engineer, bringing a solid background in public infrastructure and specialized experience with electrical systems for water and wastewater treatment facilities. In his role at LEED Electric, Jordy supports project delivery through the management of RFIs and submittals, material procurement, schedule tracking, and coordination with field teams. Prior to joining LEED, Jordy completed a one-year internship at a UL508A-certified panel shop while pursuing his degree, where he gained valuable hands-on experience in control panel design, loop drawing development, and support for factory acceptance testing and commissioning. Jordy also brings four years of field experience as an electrician in the oil and gas industry, which provided him with a practical and in-depth understanding of complex industrial electrical systems. He holds a Bachelor of Science in Electrical Engineering from the Southern California Institute of Technology in Anaheim and is proficient in AutoCAD, Bluebeam, and Microsoft Office.

Elias Saliba, Project Engineer

Mr. Saliba earned his Bachelor of Science in Mechanical Engineering, with a concentration in manufacturing, from California Polytechnic State University, San Luis Obispo. Throughout his academic career, he took on leadership roles in a variety of engineering projects, where he strengthened his abilities in collaboration, problem-solving, and technical communication. These experiences provided a strong foundation for managing complex assignments, coordinating with diverse teams, and driving projects toward successful completion.

Mr. Saliba joined the LEED Electric Project Management Team in July 2024, initially working in the field to gain hands-on experience with project execution and site operations. This field exposure has given him a practical understanding of construction workflows, safety requirements, and coordination between trades, enhancing his ability to support projects from both a technical and operational perspective. In his current role, Mr. Saliba applies his engineering knowledge and organizational skills to effectively manage submittals, Requests for Information (RFIs), and change order processes. He works closely with project managers, field teams, and clients to ensure timely communication, accurate documentation, and alignment with project specifications and schedules. His attention to detail and proactive approach help streamline processes and support overall project efficiency. With a combination of academic leadership, field experience, and technical expertise, Mr. Saliba continues to be a valuable asset to the LEED Electric team, contributing to the successful delivery of high-quality projects.

> Project Management Team



Salman Mogammad Abdul, Project Engineer

Mr. Salman Mohammad Abdul joined the LEED Electric Project Management Team in August 2024 as a Project Engineer. He holds a Master of Science in Civil Engineering with a focus on Construction Management from California State University, Long Beach, where he contributed to research on sustainable infrastructure and predictive modeling for water systems. With a strong background in civil and electrical engineering, Salman specializes in pre-construction planning, electrical specifications, cost control, scheduling, and technical problem-solving. He is proficient in industry-leading software, including Procore, Primavera P6, AutoCAD, Bluebeam, Revit, ArcGIS, Accubid, GEO5, Staad Pro, and Microsoft Office tools such as Excel Templates for advanced project tracking and reporting. Prior to joining LEED Electric, Salman managed large-scale residential and commercial projects valued at over \$85 million as a Project Engineer with ITNOA Constructions Builders & Developers in India. His expertise includes optimizing workflows, coordinating trade partners, conducting safety and quality reviews, and streamlining processes. At LEED Electric, Salman plays a key role in managing submittals, RFIs, material procurement, change orders, and closeout documentation while bridging field operations and office requirements. Certified in OSHA 30 Construction Industry, CPR + First Aid, and Procore (Engineer, Estimator, Student), Salman combines his technical knowledge, proficiency in advanced tools, and collaborative approach to deliver efficient workflows and high-quality results, making him an asset to LEED Electric and its projects.

Robert Crowley, General Foreman

Robert Crowley is a seasoned electrical construction professional with over two decades of experience in project supervision, electrical systems management, and safety compliance. Currently serving as a General Foreman at Leed Electric, Robert leads complex electrical installation and maintenance projects, ensuring strict adherence to safety standards, quality control measures, and project timelines. Throughout his career, Robert has demonstrated a strong ability to optimize workflow efficiency, coordinate multidisciplinary teams, and deliver high-quality project outcomes. He is highly skilled in blueprint interpretation, troubleshooting, and managing field operations, with a proven track record of successfully supervising crews, training personnel, and maintaining productive, safety-focused work environments. Prior to his current role, Robert spent over a decade as an Electrical General Foreman at Elecnor Belco, where he oversaw large-scale electrical installations, collaborated closely with project managers and stakeholders, and led efforts to resolve complex technical challenges. His leadership was instrumental in aligning project execution with timelines, budgets, and regulatory requirements. A state-certified electrician, Robert completed his apprenticeship through the Orange County Training Trust and has continuously advanced his expertise in the field. His commitment to excellence has been recognized with multiple NECA Project Excellence Awards, including honors in 2024 and 2025 for standout project performance. Known for his strong communication skills, leadership, and dedication to safety and quality, Robert Crowley brings a results-driven approach to every project, consistently contributing to operational success and client satisfaction.

Norman Hubbard, IBEW Certified Electrician, General Foreman Electrician, Superintendent

Mr. Hubbard has over 29 years of Electrical Experience, starting his Union Electrical Apprenticeship in 1996 after returning home from the Navy. Mr. Hubbard joins LEED Electric in February 2025 as a Superintendent for one of LEED's largest projects in the City of Santa Barbara. His related trainings and coursework are, OSHA 30 certification, OSHA 10 certification, Competent Person Certification, G4 NFPA 70E Electrical PPE, Elevated Work Platform, Aerial Devices, Boom and Scissor Lift Devices, Hilti Certification, Confined Spaces Certification, CPR and First Aid Certified, 3M 21KV splicing certification, Qualified Person Electrical Safety. As a General Foreman Mr. Hubbard has managed Sub-Contractors and oversaw manpower in Industrial, Commercial and Tenant Improvement settings along with material management, scheduling and coordination to ensure safety and completion of projects in a timely and profitable manner. Mr. Hubbard has completed new installation of lighting controls, motor controls, installed underground PVC, GRC, OCAL stainless steel, aluminum, EMT conduits, and troubleshooting of all systems critical to pipeline operations for EXXON MOBIL at various locations Including Cerritos, Vernon Terminal, Torrance Meters, Southwest Terminal, San Pedro and Atwood Truck Rack. Foreman for projects at Boing, Kaiser, Miller Brewing, Northrup Grumman and 11 CDCR facilities

> Project Management Team



Ramon Villanueva, IBEW Certified Electrician: General Foreman Electrician

Mr. Villanueva joined us in September of 2022, starting as a General Foreman, Mr. Villanueva has 12 years of experience. Primarily on industrial projects consisting of water/wastewater treatment, SCADA upgrades. He has strong attributes in process controls, trouble shooting, conduit installation above and underground, setting and installing MCC's, VFD's, Switch Gear. He is also trained in First Aid, CPR, and Confined Space and can also operate several different types of construction equipment. While here at LEED Mr. Villanueva has already overseen several projects which are, LACSD Valencia AWTF \$6,435,874, LACSD Outfall \$2,487,000, Santa Monica Olympic Wellfield 8,9,10i \$1,239,440, TIWRP Digester Insulation Replacement \$1,057,000 and TIWRP Final Tank Skimmer System Upgrade \$870,750, to just name a few, he's a great communicator, he's organized, he's a great problem solver, troubleshooter and possess the management skills necessary to train and mentor new staff and electricians on this water/wastewater industry. The key roles Mr. Villanueva has been in, September 2022 Manage the day-to-day field activities of large crew, assisting daily in scheduling and planning for project, safety and ongoing daily, management of field installation and field staffing requirements.

Sean Eagle, IBEW Certified Electrician: General Foreman Electrician

Mr. Eagle joined LEED Electric a few years back and has been a Union Electrician since 2011 with Orange County IBEW Local 441. His education began at Brooks College where he received his associate's degree in Programming and Networking. Shortly after he began his electrical education with the union where he became a State Licensed Electrician. Mr. Eagle also has several certifications, those in CPR and first aid, High Reach Forklift, and Hilti Powder Actuated Gun. His job responsibilities in the past have included, Chapman University, Mary Pickford Theater, Fox Studios, solar in Huntington Beach Civic Center, utility yard and library, solar at George F Bailey Detention in Chula Vista, solar at Kaiser in Yorba Linda and solar in schools, new construction High Rise buildings in Fashion Island and Irvine, commercial Tenant Improvements, and multiple parking structures. Mr. Eagle joined LEED Electric in 2017 as a 5th year apprentice; after graduating the apprenticeship he was promoted to Foreman officially in September 2018. He has lead projects at Mid-Basin, Orange County Water District, and Temescal Valley Water District Water Reclamation Plant Phase IV Expansion as well as assisted at Mesa Well Automation, Mesa Water District, City of Santa Ana and Seal Beach. Mr. Eagle is currently leading the Yorba Linda Water District HQ PFAS Water Treatment Plant located in Yorba Linda for the Orange County Water District to successful completion.

Ron Ellard, IBEW Certified Electrician: Foreman Electrician

Mr. Ellard was hired on in December 2020 and Certified IBEW electrician with 21 years with a total of 38 years in the industry, and 28 years of leadership experience. Experience supervising crews and projects from start to finish in a timely and budget conscientious manner. Mr. Ellard has worked for Morrow-Meadows for 2 years and Cadri Electric for 17 years before coming to LEED, and prior to joining the electrical union, he worked for 17 years as an apprentice, journeyman, and foreman. While working for Subsurface Electric he installed, maintenance and repaired underground electrical for mobile home parks throughout Southern California. While working for Snyder Electric he did custom homes as well as commercial and industrial electrical work. Mr. Ellard has completed the US Navy Graving Dock Retrofit most recently for us which is a \$3.9 million-dollar Electrical Retro to one of the Navy's Dry Docks in its San Diego Port, his expertise and experience has helped completed this project in 2022 under budget and on time under the strict time constraints of the incoming Navy vessel.

> Project Management Team



Steven Miranda, IBEW Certified Electrician, General Foreman Electrician, Superintendent

Mr. Miranda stated with LEED in October 2021 at the very start of LEED's success as a General Foreman. He served as General Foreman for about 15 projects, where he oversaw the budget, planning, coordination, and labor management for all those projects. Supervising 7 Foreman, 3 Journeyman, 8 apprentices. Participate in job walks and provide cost allocation, projections, budget cost for new project bids and change directives. Utilize my training and expertise to train subordinate staff to install, maintain and repair medium-to-high voltage electrical equipment. Supervise the schedule, budget, manpower and project. Coordinate all events, budget, progress, scheduling with client, vendors, utility companies and other trades. Prepare reports for budget, scheduling, labor hours, production, and material. Utilize standard and specialized electrical equipment to perform routine and specialized electrical repairs and maintenance. Install electrical equipment per the National Electrical Code. Ensure CAL OSHA safety standards are practiced and met on the job site to reduce risk and liability. Oversee day-to-day operations of job sites. Work directly with the Superintendent. Some of the projects he's been involved in overseeing and completing are C20-001 Caltrans Replace drainage pumping equipment (\$1,957,000.00) Responsible for the Caltrans projects to upgrade 9 pump station, Replacing existing Motor control centers. Start up and troubleshooting of 9 pump stations verifying full automation of plants. Coordinate all events, budget, progress, scheduling with client, vendors, utility companies and other trades. Install electrical equipment per the National Electrical Code. Ensure CAL OSHA safety standards are practiced and met on the job site to reduce risk and liability. Oversee day-to-day operations of job sites. Work directly with the Superintendent 16-026 WRD GRIP (\$10,836,306.00). Responsible for setting gear in the electrical room for the GRIP project. Maintaining work schedule and completing tasks in a sufficient manner. Install electrical equipment per the National Electrical Code. Ensure CAL OSHA safety standards are practiced and met on the job site to reduce risk and liability.

Jason Brennan – General Foreman

Mr. Jason Brennan is a General Foreman with over 32 years of experience in the construction industry, specializing in electrical installations, power distribution systems, automated controls, and large-scale industrial and marine infrastructure projects. He provides field leadership including project supervision, scheduling, manpower coordination, subcontractor oversight, and system testing and commissioning. Mr. Brennan has extensive experience supporting major port and infrastructure projects, including work at the Port of Long Beach and Port of Los Angeles involving electrical infrastructure, substations, crane electrical systems, and power distribution upgrades. His background includes managing complex electrical installations, underground utilities, and high-capacity systems while maintaining safety, quality, and schedule performance. He completed the IBEW NJATC Inside Wireman Apprenticeship and holds certifications including OSHA 10 and OSHA 30, California State Certified Electrician, and Arc Flash Training.

Gabriela Saldana, Project Manager

Gabriela Saldana is a Construction Project Manager with experience delivering design-build, design-assist, and hard-bid projects across commercial, civic, and industrial sectors. She has strong expertise in cost control, procurement, scheduling, and subcontractor coordination, with a proven ability to manage documentation, resolve field issues, and maintain contract compliance. Currently with Leed Electric, Ms. Saldana manages project scopes, budgets, schedules, RFIs, submittals, and change orders across multiple projects while coordinating closely with stakeholders during OAC meetings and tracking project financial performance. Her previous experience includes project management and engineering roles with Bergelectric, Bernards Construction, and BJ Perch Construction, where she supported national electrical projects, coordinated work in secure and regulated environments, and managed procurement, billing, and contract documentation. Ms. Saldana holds a Bachelor of Science in Engineering Sciences from California State University, Bakersfield, and is proficient in industry tools including Procore, Bluebeam, MS Project, Trimble Change Order Pro, and PlanGrid.

> Project Management Team



Nicholas Wilson – Project Engineer

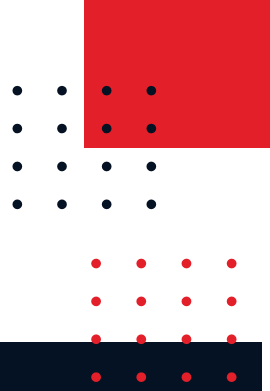
Nicholas Wilson is a motivated and detail-oriented Project Engineer with experience supporting electrical construction projects through effective coordination, documentation management, and contract compliance. He assists project teams with RFIs, submittals, change orders, procurement tracking, and project documentation, helping maintain schedule alignment and resolve project issues. Currently with Leed Electric, Mr. Wilson supports project managers and field teams by coordinating deliverables, managing project records, and ensuring compliance with contract requirements. Prior to joining Leed Electric, he served as a Project Engineer with Faith Electric, supporting electrical projects ranging from \$224K to \$12.2M, where he developed tracking tools and documentation systems that improved project workflow and efficiency. Mr. Wilson is proficient in Procore, Bluebeam Revu, MS Project, Adobe Acrobat, and Microsoft Office, and brings a strong commitment to organization, communication, and continuous professional growth.

Michael Mejia – Project Manager

Michael Mejia is a Project Manager with extensive experience delivering electrical construction projects across federal, municipal, and industrial sectors. He has a strong background in project execution, cost control, scheduling, and contract management, with a proven ability to lead teams and deliver complex infrastructure projects safely and efficiently. Mr. Mejia served as Project Manager with Stronghold Engineering, where he has led projects including the \$6.2 million Lancaster Water Reclamation Plant Power Distribution Modifications, \$7.9 million Joint Administration Office Substation Replacement, and \$4 million Air Traffic Control Tower Replacement at Plant 42. His experience also includes work at military installations and large public agency facilities, supporting critical electrical infrastructure upgrades. With over 15 years of progressive experience from Foreman to Superintendent to Project Manager, Mr. Mejia has a comprehensive understanding of construction operations and field coordination. He holds certifications in Project Management, OSHA 30, and USACE Construction Quality Management (CQM-C), and is highly skilled in problem solving, scheduling, and project cost forecasting.

David Hozu, Project Engineer

David Hozu is a detail-oriented Project Engineer with experience supporting electrical infrastructure projects through effective coordination, documentation management, and technical review. He assists project teams with submittals, procurement, engineering documentation, and subcontractor coordination, ensuring compliance with project specifications and schedules. Currently with Leed Electric, Mr. Hozu supports projects including the Bay Bridge Pump Station Replacement, P2-98A Primary Clarifiers Replacement, and Seal Beach Pump Station, contributing to documentation control, vendor coordination, and timely submittal approvals. He holds a bachelor's degree in computer science and brings strong technical and problem-solving skills, with proficiency in Procore, Bluebeam, and Microsoft Office, supporting efficient project execution and team collaboration.



> Project Management Team

Dexter Cudal, Design-Build Estimating Project Manager

Dexter Cudal is a highly experienced electrical estimating professional with over 25 years of expertise in delivering complex hard-bid and design-build projects across the heavy industrial and infrastructure sectors. He holds a Bachelor of Science in Electrical Engineering and has developed specialized knowledge in water and wastewater treatment facilities, pumping plants, power and cogeneration systems, and large-scale municipal infrastructure projects. Since joining LEED Electric, Dexter has led estimating efforts on technically demanding projects, consistently delivering accurate, competitive bids through detailed scope development, constructability analysis, and risk-based pricing strategies. His ability to evaluate project requirements, coordinate with subcontractors and vendors, and develop comprehensive cost estimates has contributed to securing major project awards and ensuring successful project execution. Dexter’s project portfolio includes key roles on high-profile infrastructure initiatives such as the Henry J. Mills Water Treatment Plant Electrical Upgrades, where he led the prime bid effort involving medium-voltage systems, standby generation, and extensive electrical infrastructure. He also served as Senior Estimator and Project Manager for the Olympic Well Field Restoration and Arcadia Water Treatment Plant Expansion, a complex design-build project that included advanced treatment systems, large-scale equipment replacements, and multidisciplinary coordination. In addition to his estimating expertise, Dexter brings valuable project management experience, overseeing submittals, budgets, vendor coordination, change orders, and project closeout following award. His comprehensive understanding of both preconstruction and project execution phases enables him to provide seamless support from initial bid through completion. Known for his technical proficiency, attention to detail, and collaborative approach, Dexter Cudal is a key contributor to LEED Electric’s continued success in delivering high-quality, large-scale infrastructure projects.

Michael Yousseff, Project Engineer

Mr. Yousseff joined LEED Electric in July 2025 as a Project Engineer with 2+ years of experience in the water/wastewater industry as a Control Systems Engineer. He is skilled in drafting/reviewing electrical, fabrication & instrumentation drawings, managing/scheduling projects across multiple divisions and preparing submittals for approval. Mr. Yousseff is currently licensed as an Engineer-In-Training with the Board for Professional Engineers, Land Surveyors, and Geologists, and has a master’s degree in electrical engineering from California Polytechnic State University, Pomona.



> Project Management Team

Project No. 1	
Project Name	<i>Los Angeles Wastewater Integrated Network Systems (LAWINS) DCS Upgrade (C17-003)</i>
Location	Playa Del Rey, CA
Owner	City of Los Angeles, Department of Public Works, Sanitation Bureau
Project Manager Name E-mail and Telephone No.	Sam Alavi, M.S., P.E., P.M. (310) 648-5733 Sam.alavi@lacity.org
Contract Value (including change orders)	11,174,000.00 City of LA, Dept of Public Works, Sanitation Bureau
Brief Description of Firm's Scope of Work for the Project	Installation and Integration of major distributed control systems (DCS) in (4) Wastewater Treatment Plants, in City of Los Angeles. Work included upgrading the PCM's in each wastewater treatment plant (Hyperion, Terminal Island, DC Tillman and Glendale). This included rewiring and terminations, testing, and calibration of over 15,000 Field Instruments, wiring and terminations of over 100,000 of new power and instrumentation cable. Planning and implementation of hot cutover in each part of the plant which included furnishing and installing temporary power and control systems. Coordinating the entire cutover between the (4) plants and the tie into the DCS head quarter at Venice Pumping Plant. Work included developing, testing, cutover and commissioning, planning by LEED's own staff.
Completion Date	December 2019

Project No. 2	
Project Name	<i>Terminal Island Water Reclamation Plant Tertiary Filter Rehabilitation (C15-009)</i>
Location	San Pedro, CA
Owner	City of Los Angeles Depart. Of Public Works, Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Sinh Pham (310) 648-6130 Sinh.pham@lacity.org
Contract Value (including change orders)	\$ 719,330.00
Brief Description of Firm's Scope of Work for the Project	Demolition of existing wire and conduit from filters. Furnish and install new conduit, wire, instruments and RVSS.
Completion Date	January 2017



> Project Management Team

Project No. 3	
Project Name	<i>Hawaiian/B, Wilmington, Fries and San Pedro Pumping Plants Rehab. (C15-008)</i>
Location	San Pedro, CA
Owner	City of Los Angeles Depart. Of Public Works, Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Sinh Pham (310) 648-6130 Sinh.pham@lacity.org
Contract Value (including change orders)	\$1,106,056.00
Brief Description of Firm's Scope of Work for the Project	Demo of wire, conduit, pumps in (4) City of LA Sewage Pump Stations. Installation of bypass and generator systems for all 4 stations, furnish and install (12) VFD's with bypass and new PLC and field instruments. Work at all (4) pump station sites was preformed concurrently, pump stations 1700gpm at Hawaiian, 2,350 at Fries, 1,900 for Wilmington and 10,000 at San Pedro. Preformed start up and testing of pump station size.
Completion Date	September 2017

Project No. 4	
Project Name	<i>Joint Water Pollution Control Plant Power Generation Facility Upgrade</i>
Location	Carson, CA
Owner	Sanitation District of Los Angeles County
Project Manager Name E-mail and Telephone No.	Chris Larson (310) 736-8438 CLarson@lacsdc.org
Contract Value (including change orders)	\$3,496,197.00
Brief Description of Firm's Scope of Work for the Project	Electrical, Instrumentation, Programming and System Integration for Wastewater Treatment Facility
Completion Date	October 2012

Project No. 5	
Project Name	<i>West Coast Basin Barrier Project</i>
Location	El Segundo, Manhattan Beach, Hermosa Beach, Torrance - CA
Owner	County of Los Angeles, Department of Public Works
Project Manager Name E-mail and Telephone No.	Adam Lee (626) 458-6185 AWLEE@dpw.lacounty.gov
Contract Value (including change orders)	\$2,586,788.39
Brief Description of Firm's Scope of Work for the Project	Furnish and Install Electrical, Control, SCADA, Instrumentation and Programming for Seawater Barrier Injection Wells and Observation Wells
Completion Date	January 2013



> Project Management Team

Project No. 6	
Project Name	<i>F. E. Weymouth Water Treatment Plant Chlorination System Upgrades (C19-002)</i>
Location	La Verne, CA
Owner	Metropolitan Water District of Southern California
Project Manager Name E-mail and Telephone No.	Thomas Hamel (213) 217-6000 thamel@mwdh2o.com
Contract Value (including change orders)	\$2,779,747.00
Brief Description of Firm's Scope of Work for the Project	Expansion of an existing chlorine building; construction of a chlorine feed system including evaporators, chlorinators, piping, instrumentation and controls, and chlorine leak detection system; construction of a refabricated electrical enclosure and associated electrical equipment; relocation of equipment; excavation, backfill and trenching; security system; fire protection system.
Completion Date	January 2022

Project No. 7	
Project Name	<i>Orange Park Acres Well No 1 Wellhead Facility (C13-026)</i>
Location	Orange, CA
Owner	Irvine Ranch Water District
Project Manager Name E-mail and Telephone No.	Jacob Moeder (949) 453-5544 Moeder@IRWD.com
Contract Value (including change orders)	\$947,658.00
Brief Description of Firm's Scope of Work for the Project	Install Electrical, Control, SCADA and Instrumentation for Water Treatment Well Wellhead & Chemical Treatment System
Completion Date	January 2015

Project No. 8	
Project Name	<i>Whittier Pumping Plant No. 2. Replacement Project (C13-029)</i>
Location	City of Whittier
Owner	Whittier Utility Authority
Project Manager Name E-mail and Telephone No.	Kieler Smith (909) 892-8330 kielersmith@mbakerintl.com
Contract Value (including change orders)	\$2,061,773.00
Brief Description of Firm's Scope of Work for the Project	Potable water distribution system pump station and (12) Well Pump Sites, (3) Off Site Reservoirs and Instrumentation, PLC's and SCADA System and Programing. The installation of all electrical conduit and wiring for a 3,000AMP Switchgear and MCC.
Completion Date	November 2015



> Project Management Team

Project No. 10	
Project Name	<i>Burris Pump Station Phase 2 (C14-022)</i>
Location	Anaheim, CA
Owner	Orange County Water District
Project Manager Name E-mail and Telephone No.	Ryan Bouley (714) 378-3200 rbouley@ocwd.com
Contract Value (including change orders)	\$2,501,583.50
Brief Description of Firm's Scope of Work for the Project	Electrical and Instrumentation for a new pump station. 4160V, 2000A New Service, QTY (4) 1750HP 4160 VFD's 2000A Motor Control Center Installation, Allen-Bradley PLC, HMI and SCADA Installation and installation of a 12KV/4.2KV Transformer.
Completion Date	November 2017

Project No. 9	
Project Name	<i>ECLWRF RO Trains 1,2 & 3 Power Panels and RO Train 3 VFD Replacement Project (C15-016)</i>
Location	City of El Segundo
Owner	West Basin Municipal Water District
Project Manager Name E-mail and Telephone No.	Kevin Cullen, MSCE (310) 660-6259 KevinC@westbasin.org
Contract Value (including change orders)	\$286,983.00
Brief Description of Firm's Scope of Work for the Project	Install Electrical and Instrumentation for the water treatment facility, along with a new power panel and VFD and all electrical conduit and wiring.
Completion Date	November 2015

Project No. 11	
Project Name	<i>WRD Diversion Structures (C15-011)</i>
Location	Pico Rivera, CA
Owner	Water Reclamation District of Southern California
Project Manager Name E-mail and Telephone No.	Jim McDavid, P.E. (562) 921-5521 jmc david@ wrd.org
Contract Value (including change orders)	\$833,128.00
Brief Description of Firm's Scope of Work for the Project	Electrical and Instrumentation for a spreading grounds diversion structure
Completion Date	May 2016



> Project Management Team

Project No. 12	
Project Name	<i>Regional Treatment Plant Cogeneration & Switchgear Upgrade Project (C15-006)</i>
Location	Laguna Niguel, CA
Owner	South Orange County Wastewater Authority
Project Manager Name E-mail and Telephone No.	Mike Matson & Brian Peck (949) 234-5400 mmatson@socwa.com & bpeck@socwa.com
Contract Value (including change orders)	\$1,811,025.28
Brief Description of Firm's Scope of Work for the Project	Demolition of existing conduit and wire, furnish and install underground conduit, manholes, 2,000FT of 12x750MCM XHHW Power Feeder Wire, Instrument Cable, Switchgear, Cogeneration Engine, PCL and SCADA
Completion Date	July 2018

Project No. 13	
Project Name	<i>Dominguez Gap Barrier Telemetry Systems (C15-004)</i>
Location	Los Angeles County
Owner	County of Los Angeles Department of Public Works
Project Manager Name E-mail and Telephone No.	Adam Lee, P.E. (626)458-6185 awlee@dpw.lacounty.gov
Contract Value (including change orders)	\$2.1M
Brief Description of Firm's Scope of Work for the Project	Furnish & Install 9 Miles of Fiber Optics, Power and Instrumentation Cable for SCADA and Telemetry System and Flow Diversion.
Completion Date	June 2018

Project No. 14	
Project Name	<i>Mesa Well Automation & Rehabilitation (C16-003)</i>
Location	Costa Mesa, CA
Owner	Mesa Water District
Project Manager Name E-mail and Telephone No.	Kieler Smith (949) 330-4172 kielersmith@mbakerintl.com
Contract Value (including change orders)	\$3,343,284.82
Brief Description of Firm's Scope of Work for the Project	5 Well Sites, Integration & Automation, (4) Variable Frequency Drives, (5) Motor Control Centers, (5) Switchboards, Instrumentation at all Sites, Flowmeters, Control Panels at all Sites, Setting of a 164 Sq Ft Prefabricated Electrical Building at Well 1.
Completion Date	February 2019



> Project Management Team

Project No. 15	
Project Name	<i>Temescal Canyon Park Stormwater BMP Project Phase II (C16-007)</i>
Location	Los Angeles, CA
Owner	City of Los Angeles Depart. Of Public Works, Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Waleed Azar (213) 272-4254 Waleed.azar@lacity.org
Contract Value (including change orders)	\$659,143.00
Brief Description of Firm's Scope of Work for the Project	Installation of new conduit, wire, instrumentation and instrument cable. Furnish and Install VFD, MCC Switchgear, and new Stormwater Treatment System.
Completion Date	August 2018

Project No. 16	
Project Name	<i>Advanced Water Treatment Demonstration Facility (C17-016)</i>
Location	Carson, CA
Owner	Metropolitan Water District of Southern California
Project Manager Name E-mail and Telephone No.	Joe Robles, P.E. (909) 392-2586 JRobles@mwdh2o.com
Contract Value (including change orders)	\$4,039,000.00
Brief Description of Firm's Scope of Work for the Project	New Ground up Advanced Water Treatment Demonstration Facility with 0.5MGD Clean Water Production. Systems installed MSR, Chemical Feed System, RO System, Advanced Oxidization UV. Turnkey Electrical and Instrumentation which included Prefabricated Electrical Building, Service Switchboard, 5kV Substation, MCC, VFD's, Main PLC (1,500 I/O's), RTU, Local Control Panels, (11) Analyzer Racks, 3,000I/O's, Ammonia, PLC & SCADA, Programming, Testing, Start-up & Commissioning.
Completion Date	December 2019



Project No. 17	
Project Name	<i>Hyperion Secondary Effluent Pump Station Improvements (C17-006)</i>
Location	Playa Del Rey, CA
Owner	West Basin Municipal Water District
Project Manager Name E-mail and Telephone No.	Kevin Cullen, MSCE (310) 660-6259 KevinC@westbasin.org
Contract Value (including change orders)	\$3,080,000.00
Brief Description of Firm's Scope of Work for the Project	Furnish & Install Electrical Ductbank, Medium Voltage Switchgear, Control Panels, DCS System, Motor Control Center and Pumps, 4160V, Qty (2) 600A with Main-Tie-Main Circuit Breaker
Completion Date	January 2020

Project No. 18	
Project Name	<i>Los Coyotes WRP Stage Two Process Air Compressor Motor Starting Equip. (C21-004)</i>
Location	Cerritos, CA
Owner	County Sanitation Districts of Los Angeles County
Project Manager Name E-mail and Telephone No.	Perry Palencia, P.E. (562) 908-4288x5822 PPalencia@lacsdsd.org
Contract Value (including change orders)	\$196,371.37
Brief Description of Firm's Scope of Work for the Project	Furnish & Install MV 4160, 1200A Switch, Terminate, Start-Up, Testing in Wastewater Treatment Facility
Completion Date	July 2018



Project No. 19	
Project Name	<i>Venice Dual Force Main & Pumping Plant Generator Replacement (C16-030)</i>
Location	Venice, CA
Owner	City of Los Angeles, Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Richard Southerland (310) 301-2109 Richard.southerland@lacity.org
Contract Value (including change orders)	\$4,688,790.00
Brief Description of Firm's Scope of Work for the Project	Furnish and Install (3) backup generators totaling 3,000KW. Work included cutting over existing generators and installing (2) 1500KW temp generators in the most critical sewage pump station that the City of Los Angeles owns. Removing the pump station roof to demo existing generators, structural improvements for the (3) new generators and installation of a 1500KW and (2) 750KW generators. Work also included removal and reinstall overhead power lines and cutover new Generators. Testing, startup and commissioning for all LEED furnished equipment.
Completion Date	January 2020

Project No. 20	
Project Name	<i>Valencia Water Reclamation Plant UV Disinfection Facilities (C18-016)</i>
Location	Valencia, CA
Owner	Santa Clarita Valley Sanitation District of Los Angeles County
Project Manager Name E-mail and Telephone No.	Jelmer Torres (562) 699-7411 jtorres@lacsdc.org
Contract Value (including change orders)	\$3,633,922.00
Brief Description of Firm's Scope of Work for the Project	The work consists of construction of five (5) closed-vessel UV chambers and appurtenant electrical systems, flow diversion structure, UV feed wet well/pump station, electrical building, junction structures, tertiary effluent piping, UV influent and effluent piping, and recycled water piping, modifications to the existing chlorine contact tanks, modifications to the sodium hypochlorite, ammonia, sodium bisulfite, washwater and sampling systems, and tie-in to the existing plant electrical power distribution and control systems. Furnish and install new UV Disinfection System, infrastructure, including 2 Unit Substations, Retrofit Existing MV Switchgear, MCC's VFD's, Control Panels, Instruments, Commissioning and Startup Services.
Completion Date	March 2021



Project No. 21	
Project Name	<i>Greg Avenue Pressure Control Structure Pump Modification and New Control Building (C19-003)</i>
Location	Sun Valley, CA
Owner	The Metropolitan Water District of Southern California
Project Manager Name E-mail and Telephone No.	Joe Robles, P.E., (909) 392-2586, JRobles@mwadh2o.com Shane Singh, (303) 995-1287, shane.ramcharansingh@stantec.com Zakir Hirani, (626) 375-6780, zakir.hirani@stantec.com
Contract Value (including change orders)	\$3,539,258.00
Brief Description of Firm's Scope of Work for the Project	New pump station building, infrastructure, including new LADWP Substation, MV Switchgear, MV VFD's, 4160V switchgear, 1,200AMP, temporary 4160V switchgear, bus duct, security system, control panels, flow meters, PLC and programming, commissioning, and startup. Including The work consists of construction of a new control building, including electrical room, mechanical room, workshop, instrumentation and control room installation of water lines, sewer line, air lines, duct banks and a new electrical substation; installation of two Metropolitan-furnished pumps, motors, and accessories; installation of five new surge tanks, foundation, anchorage, controls, piping, valving, access manways, ladders, catwalk, and all associated appurtenances; new plug valves, flow metering controls, and flow meter for the City of Burbank (B-5) connection.
Completion Date	February 2021

Project No. 22	
Project Name	<i>Seawater Barriers Maintenance Services for Telemetry System and Appurtenances 2015-2020</i>
Location	Los Angeles County, CA
Owner	County of Los Angeles Department of Public Works
Project Manager Name E-mail and Telephone No.	Adam Lee, P.E. (626)458-6185 awlee@dpw.lacounty.gov
Contract Value (including change orders)	\$416,309.00 Annually
Brief Description of Firm's Scope of Work for the Project	Electrical and Instrumentation Maintenance for LA Counties Seawater Barrier Injection Wells and Observation Wells. Installation of sensors, instruments, conduit, wire, testing of instruments and equipment as well as water levels with sounder tool. Over 30 wells in the Long Beach, Wilmington, Carson area.
Completion Date	July 2020

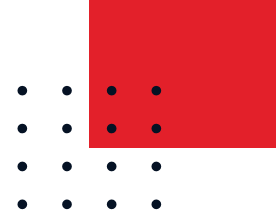


Project No. 23	
Project Name	<i>Valencia Water Reclamation Plant Advanced Water Treatment Facility (C19-004)</i>
Location	Valencia, CA
Owner	Santa Clarita Valley Sanitation District of Los Angeles County
Project Manager Name E-mail and Telephone No.	Irene Chang (562) 908-4288 ext. 5817 ichang@lacsdc.org
Contract Value (including change orders)	\$16,300,000.00
Brief Description of Firm's Scope of Work for the Project	New construction of 5.0MGD Advanced Water Treatment Facility, work included the Hype Over 1,000 Field Instruments and Analyzers, installation of Nano Filtration System, Enhanced Membrane System, Chemical Storage and CIP Tanks. Work included Testing, Startup and Commissioning of all equipment.
Completion Date	January 2024
Project No. 24	
Project Name	<i>Venice Pumping Plant (PP 646) Variable Frequency Drives No. 1 and 4 Replacement, Ballona Creek Pumping Plant (PP 654) Variable Frequency Drives Replace. (C19-019)</i>
Location	Venice, CA
Owner	City of Los Angeles Depart. Of Public Works, Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Adil Samed (310) 648-6195 adil.samed@lacity.org
Contract Value (including change orders)	\$1,426,853.27
Brief Description of Firm's Scope of Work for the Project	Demo of existing VFD's at Venice & Ballona Pumping Plants, Furnish and Install new 250HP VFD's in both locations, work included planning hot cutover and supply temporary VFD's and Generator's while performing the cutover.
Completion Date	May 2021
Project No. 25	
Project Name	<i>Emergency Sewer System Repair Program Twenty-Three Pump Stations Across Los Angeles County</i>
Location	Los Angeles County, CA
Owner	Los Angeles County Public Works
Project Manager Name E-mail and Telephone No.	Teagan Ferdinandsen (626) 300-3376 tferdinandsen@dpw.lacounty.gov
Contract Value (including change orders)	\$426,394.00
Brief Description of Firm's Scope of Work for the Project	Furnish & Install Manual Transfer Switches in 23 LA County Pump Stations, work included classified shut down to cutover the MTS to the Power System.
Completion Date	March 2021



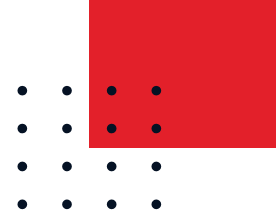
Project No. 26	
Project Name	<i>Pala Lift Station Electrical Equipment Upgrade (C20-003)</i>
Location	Perris, CA
Owner	Eastern Municipal Water District
Project Manager Name E-mail and Telephone No.	Dustin Wetter (951) 928-3777 x4322 wetterda@emwd.org
Contract Value (including change orders)	\$2,310,747.00
Brief Description of Firm's Scope of Work for the Project	Furnish & Install Electrical Ductbank, replace the existing electrical equipment, Main Control Panel (MCP), HVAC equipment. The new switchgear and ATS will be located outside of the existing control building. The new MCC and VFDs will be in the control building. The station must always be in operation during construction. Temporary equipment such as generators, temporary MCCs, (4) 200HP VFDs, ATS, cable tray, conduit and proper construction work sequence shall be provided to always keep the lift station in operation.
Completion Date	July 2021

Project No. 27	
Project Name	<i>S-1 Sewer Lift Station Rehabilitation Project (C17-031)</i>
Location	Long Beach, CA
Owner	Long Beach Water Department
Project Manager Name E-mail and Telephone No.	Dennis A. Santos, P.E. (562) 570-2381 dennis.santos@lbwater.org
Contract Value (including change orders)	\$328,785.00
Brief Description of Firm's Scope of Work for the Project	Furnish & Install New Switchboard, Motor Control Center, and Field Instruments.
Completion Date	September 2019



Project No. 28	
Project Name	<i>Upper Stone Canyon Reservoir Water Quality Improvement Project (C16-031)</i>
Location	Los Angeles, CA
Owner	City of Los Angeles Department of Water and Power
Project Manager Name E-mail and Telephone No.	Armando Romero (213) 367-3316 Armando.romero@ladwp.com
Contract Value (including change orders)	\$1,761,418.00
Brief Description of Firm's Scope of Work for the Project	Furnish & Install New Switchboard, Motor Control Center, PLC, RTU, Field Instruments and Pumps.
Completion Date	June 2020

Project No. 29	
Project Name	<i>Electrical Repair and Rehabilitation Program</i>
Location	Santa Ana, CA
Owner	City of Santa Ana
Project Manager Name E-mail and Telephone No.	Cesar E. Barrera, P.E. (714) 647-3387 cbarrera@santa-ana.org
Contract Value (including change orders)	\$676,673.00 Annually
Brief Description of Firm's Scope of Work for the Project	Provide labor, materials, and equipment necessary to repair, replace, and install existing and new electrical systems as required for the following types of facilities: Water Booster Stations, Sewer Lift Stations, Water Reservoir Sites, Pressure Control Stations, Well Sites. Which consists of Repair or replacement of motor control stations (up to 480 volts), Repair or replacement of exterior wiring, interior wiring, conduit, solid state soft starters, variable-frequency drives (VFD), motor controls, switch gears, fuses, electrical circuit boxes, transformers, etc. Trouble shooting of existing electrical wiring and appurtenances, new installations of electrical wiring and appurtenances, Telecommunication installations and technical electrician support to City Staff as necessary.
Completion Date	December 2021



Project No. 30	
Project Name	<i>On-Call Electrical Contracting (T21-007)</i>
Location	Costa Mesa, CA
Owner	Mesa Water District
Project Manager Name E-mail and Telephone No.	Karyn Igar, PE (949) 207-5452 KarynI@MesaWater.org
Contract Value (including change orders)	\$100,000.00 Annually
Brief Description of Firm's Scope of Work for the Project	Electrical & Instrumentation Maintenance, Repairs and Replacement for all of Mesa Water Districts Well Sites and Reservoir Site. Required experience with potable water treatment and distribution. Emergency and pre-planned repairs.
Completion Date	5 Year Contract – 2018-2023

Project No. 31	
Project Name	<i>On-Call Instrumentation and Electrical Maintenance Support Services (T21-012)</i>
Location	Long Beach, CA
Owner	Water Replenishment District of Southern California
Project Manager Name E-mail and Telephone No.	Jessica Koop, P.E. (562) 275-4219 jkoop@wrd.org
Contract Value (including change orders)	\$500,000.00 Annually
Brief Description of Firm's Scope of Work for the Project	Electrical & Instrumentation Maintenance, consisting of, running new or replacing circuits in all types of conduits, including power and lighting, Installing or repairing instruments, Calibrating instruments, Installing or replacing electrical equipment and gear, Lighting systems and lighting control systems, Receptacles, switches, data and telephone cables, Emergency lighting equipment, Motors, MCC panels, Electrical breakers repair/replacement, VFD and soft starters repair/replacement, Various maintenance support services and Routine/preventative equipment maintenance.
Completion Date	3 Year Contract – 2020-2023 – Awarded Again 2023-2025



Project No. 32	
Project Name	<i>Graving Dock Facility Dry Dock No. 1 Modifications (C19-014)</i>
Location	San Diego, CA
Owner	Department of the Navy-Naval Facilities Engineering Command Southwest
Project Manager Name E-mail and Telephone No.	Leslie Wiegand, P.E. (619) 532-7774 leslie.wiegand@navy.mil & leslie.wiegand3.civ@mail.mil
Contract Value (including change orders)	\$3,874,051.00
Brief Description of Firm's Scope of Work for the Project	This design-bid-build project retrofitted the graving dock to accommodate DDG-51 vessels and included asbestos and lead-based paint abatement. Scope included demolition of approximately 428 square yards (110'L x 35'W x 4'-3"D) of the graving dock concrete deck; drilling, grouting, and installation of micropiles; and installation of new reinforcing steel and cast-in-place concrete forming the sonar pit. Work also included installation of heavy-duty pavement and an automated in-haul system to provide more precise horizontal control and vessel in-haul during dry dock evolutions. The in-haul system consisted of a capstan at the end of the dry dock for in-haul operations and rails on each side of the dry dock with a series of trolleys fastened to mooring lines from the vessel. The project also replaced obsolete and deteriorated mechanical pump and control systems, including the main dewatering, drain, sump, and collection, holding and transfer (CHT) wastewater systems, as well as pipeline and valve systems associated with the dewatering, drain, sump, and sanitary sewer force main in the pump room. Electrical upgrades included repair of existing power breakers and shore power systems to fully support dry-docking of DDG-51 class vessels. Industrial substations were installed to support vessel repair operations and reduce the risk of grounding vessel shore power.
Completion Date	December 2021

Project No. 33	
Project Name	<i>F. E. Weymouth Water Treatment Plant – Water Quality Instrumentation Improvements (C19-013)</i>
Location	La Verne, CA
Owner	Metropolitan Water District of Southern California
Project Manager Name E-mail and Telephone No.	Damien Romo (213) 220-4096 dromo@mwadh2o.com
Contract Value (including change orders)	\$1,161,253.00
Brief Description of Firm's Scope of Work for the Project	Constructing a new 15 feet by 50 feet concrete water quality instrumentation building; installing sample piping, instrumentation, analyzers, reservoir inlet sample pumps, backflow preventers, drain lines, potable water line, and electrical equipment; tying into existing utilities. Installation of 15kVA 480V UPS System.
Completion Date	February 2022



Project No. 34	
Project Name	<i>Grant Street Booster Electrical Replacement (C20-021)</i>
Location	Hemet, CA
Owner	Eastern Municipal Water District
Project Manager Name E-mail and Telephone No.	Dustin Wetter (951) 928.3777.4322 wetterda@emwd.org
Contract Value (including change orders)	\$737,573.00
Brief Description of Firm's Scope of Work for the Project	The work comprises providing temporary power during construction, including a temporary switchboard with (2) 200 HP VFDs and a portable generator; removal of existing electrical equipment to be replaced; construction of SCE Metering Switchboard; construction of 800 Amp Distribution Switchboard; construction of 800 Amp manual transfer switch and generator receptacle connection box; construction of four (4) VFDs; construction of a new Control Panel and installation of EMWD provided OIT and RTU backplane and appurtenances; construction of new conduits and wiring including replacement of existing power and control cables with XHHW-2 type conductors; and construction of site improvements including retaining wall, concrete slab, chain-link fencing, gates, and relocating existing antenna tower.
Completion Date	October 2022

Project No. 35	
Project Name	<i>Highbury Pumping Plant No. 604 Rehabilitation (C18-011)</i>
Location	Los Angeles, CA
Owner	City of Los Angeles, Department of Public Works Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Adil Samed (310) 648-6195 adil.samed@lacity.org
Contract Value (including change orders)	\$627,269.00
Brief Description of Firm's Scope of Work for the Project	Demo & install 4 pumps; 4 Variable Frequency Drives; inlet, discharge and check valves, integration with existing systems; and replacement of existing 150 KW generators with a Tier-4 unit along with ancillary equipment. The rehabilitation also calls for various repairs within and outside the pumping plant. By-pass operation will be required during construction. In addition, is upgrading of the control system which includes hardware change from the current Siemens 505 Programmable Logic Controller to a Honeywell PLC, software programming, Uninterruptible Power Supply backup, and the replacement of the Highbury-to-Venice Supervisory Control and Data Acquisition communication.
Completion Date	April 2021



Project No. 36	
Project Name	<i>Hyperion Water Reclamation Plant Advanced Water Purification Facility Design-Build (C20-034)</i>
Location	Playa Del Rey, CA
Owner	City of LA Department of Public Works Bureau of Sanitation and Bureau of Engineering
Project Manager Name E-mail and Telephone No.	Michael VanWagoner (310) 648-6192 michael.vanwagoner@lacity.org
Contract Value (including change orders)	\$10,031,097.00
Brief Description of Firm's Scope of Work for the Project	New construction of 2.5MGD Advanced Water Purification System at City of Los Angeles Hyperion Wastewater Treatment Plant. Work included 5kV Distribution Switchboard, 5kV Transformer, (4) Rockwell Motor Control Centers, Arc Quencher System, (16) Variable Frequency Drives, Active Harmonic Filters and Busduct System. Main Control Panel with (6) RTU's, DCS Programming and over (500) Field Instruments and Analyzers. Installation of MBR Nano Filtration, UV and Chemical Storage, testing, startup, calibration and commissioning of all LEED and Vendor supplied equipment.
Completion Date	June 2023

Project No. 37	
Project Name	<i>Electrical Improvements – Phase 3 At Tenth Avenue Marine Terminal (C22-039)</i>
Location	San Deigo, CA
Owner	San Diego Unified Port District
Project Manager Name E-mail and Telephone No.	Eric Guerreiro, CCM (619) 871-0398 eguerrei@portofsandiego.org
Contract Value (including change orders)	\$10,064,472.51
Brief Description of Firm's Scope of Work for the Project	The Electrical Improvements – Phase 3 at Tenth Avenue Marine Terminal project upgraded the existing 15kV electrical distribution system and included installation of a new crane substation pad with transformer, switchgear, 5kV pumps, and starters. Scope of work included site demolition, heavy-duty pavement restoration, excavation, environmental remediation, and debris removal. Work also included furnishing and procurement of all electrical equipment, including transformers, switchgear, surge protectors, grounding systems, power vaults and outlets, underground electrical cables, underwater 15kV cables, wires, and conductors. The project also included installation of six (6) new manholes, construction of concrete pads for switchgear, replacement of below-grade distribution switches with above-grade pad-mounted switches, and replacement of existing duct banks. Additional scope included testing, cleaning, startup, and initial preventative maintenance in compliance with required testing procedures.
Completion Date	April 2024



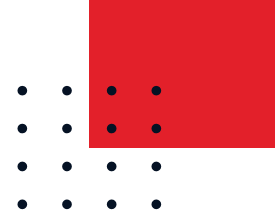
Project No. 38	
Project Name	<i>Rehabilitation and Expansion of Lenain Water Treatment Plant (C18-007)</i>
Location	Anaheim, CA
Owner	City of Anaheim
Project Manager Name E-mail and Telephone No.	Joel Jordan (714) 765-5052 jjordan@anaheim.net
Contract Value (including change orders)	\$3,463,338.00
Brief Description of Firm's Scope of Work for the Project	The construction of new pipelines, replacement of ozone generator and diffusion system, chemical feed pumps, valves and actuators, the rehabilitation of the boat ramp; a back-up power generator, as well as electrical, structural and seismic improvements to the treatment plant facilities; other work included, are architectural and HVAC improvements to the operations building; a new access road, storage facility, and two (2) electrical car charging stations.
Completion Date	April 2021

Project No. 39	
Project Name	<i>Sanitation Lift Stations SCADA Improvement Project (C23-009)</i>
Location	Garden Grove, CA
Owner	City of Garden Grove
Project Manager Name E-mail and Telephone No.	Rebecca Li, P.E., Senior Civil Engineer (714) 741-5562 rebeccal@ggcity.org
Contract Value (including change orders)	\$807,632.00
Brief Description of Firm's Scope of Work for the Project	The Sanitation Lift Stations SCADA Improvements Project consists of demolishing and retrofitting Programmable Logic Controller (PLC) Control Panels, replacing existing wet well intrusion switches and level transmitters, and connecting Modbus TCP Ethernet communications between the new PLC and the existing generator, Automatic Transfer Switch (ATS), and Motor Saver for each pump. New conduit, conductors, and junction boxes will be installed as indicated on the drawings.
Completion Date	October 2024



Project No. 40	
Project Name	<i>North Torrance Wellfield Project Design Build (C18-014)</i>
Location	Torrance, CA
Owner	City of Torrance
Project Manager Name E-mail and Telephone No.	Thomas Frisch, P.E. (916) 353-1025 tfrisch@frischengineering.com
Contract Value (including change orders)	\$1,267,473.00
Brief Description of Firm's Scope of Work for the Project	Design and Construction of two new wells, Water treatment for disinfection and iron/manganese. Space is to be allocated for future fluoridation and RO equipment, Booster pump station, Storage reservoir and Equipment, utilities, and appurtenances to support their operation. Demolition of existing storage, pumping and treatment facilities; destruction of Well No. 6; and site restoration at McMaster Park. NTWFP site improvements. Furnish and Install 2000A Main Switchboard, with 1500KW Generator with field instrumentation and controls, including startup and commissioning.
Completion Date	June 2023

Project No. 41	
Project Name	<i>Mission Village Temporary Pumping Plant and Force Main (C18-018)</i>
Location	Santa Clarita, CA
Owner	Newhall (Fivepoint) Ranch Sanitation District
Project Manager Name E-mail and Telephone No.	Bob Brazell (661) 255-4039 bob.brazell@fivepoint.com
Contract Value (including change orders)	\$1,495,668.00
Brief Description of Firm's Scope of Work for the Project	Furnish and install main sewer pumps and associate valves, piping, and pump bases, flow meter, pressure gauges, pipe supports, and emergency bypass vault / valves as indicated on the plans and specified herein. Furnish and install a ventilation system, AC for electrical panels, and odor control system for the wet well, dry well and the building. Furnish and install an overhead crane system for pump removal and maintenance, new 350KW Emergency Backup Diesel Generator, Automatic Transfer Switch and associated equipment, new MCC lineup. New VFDs for pumps, electrical wiring, conduits, duct banks, pull boxes / junction boxes and supports needed for all furnished equipment and control panels. Provide full commissioning, and the equipment Integration of PLC program according to station sequence of operation, including VFDs, starters, and communication network. Furnish and install new instrumentation as indicated on the plans and specified herein.
Completion Date	June 2022



Project No. 42	
Project Name	<i>Joseph Jensen Water Treatment Plant Ozone Power Supply Units Replace. (C22-021)</i>
Location	14331 ½ San Fernando Road Sylmar, CA 91342
Owner	MWD – Metropolitan Water District
Project Manager Name E-mail and Telephone No.	Greg Mele GMele@mwdh2o.com 949-302-4218
Contract Value (including change orders)	\$2,300,119.00
Brief Description of Firm's Scope of Work for the Project	The project involved the removal of five ozone generator Power Supply Units (PSUs) and the installation of four Metropolitan-furnished PSUs. Scope of work included the removal, modification, and installation of associated electrical power distribution and control systems, instrumentation and control equipment, cooling water piping, high-voltage cables, PLC, OIT, and communication modules. The project also included the demolition of an existing PSU chiller and associated piping, as well as the repurposing of an existing PSU chiller to serve as a backup HVAC chiller.
Completion Date	July 3, 2024

Project No. 43	
Project Name	<i>OCSAN FE20-01 Wastehauler Station Safety and Security Improvements (C22-043)</i>
Location	10844 Ellis Ave, Fountain Valley, CA 92708
Owner	Orange County Sanitation District
Project Manager Name E-mail and Telephone No.	Anthony Phan aphan@ocsan.gov 714-290-0347
Contract Value (including change orders)	\$1,953,454.00
Brief Description of Firm's Scope of Work for the Project	The installation and place into operation two (2) complete in-place automated sampling units interconnected with (1) radio frequency identification system that will enable wastehauler station facility to manage, monitor, and record septage delivered by permitted haulers from remote sites. This is the first of its kind of technology for Orange County Sanitation District to utilize. The scope includes the installation of an office trailer, automated gated system.
Completion Date	February 05, 2024



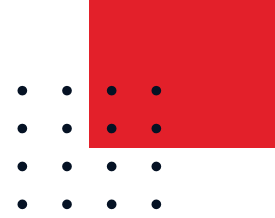
Project No. 44	
Project Name	OMUC Project No. UT 1053 Automated Water Meter Reading with Advanced Metering Infrastructure (AMI) Technology Phase 1 (C23-001)
Location	• Site T3 – Well No. 49 (1395 South Dupont Avenue) • Site T4 – Well No. 24 (700 North Haven Avenue) • Site T5 – South Archibald Avenue and Ontario Ranch Road
Owner	City of Ontario -Municipal Utilities Company
Project Manager Name E-mail and Telephone No.	Thomas Palmieri TPalmieri@ontarioca.gov 909-395-2688
Contract Value (including change orders)	\$1,204,033.19
Brief Description of Firm's Scope of Work for the Project	The scope of work involved furnishing and installing Advanced Metering Infrastructure (AMI) technology at three designated sites. At each location, the work included the installation of a mast, remote telemetry unit (RTU), radio antenna, 110V power supply, uninterruptible power supply (UPS), electrical conduit, and communication cables. The project also included necessary site preparation and restoration to return the sites to their original condition upon completion of the work.
Completion Date	July 18, 2024

Project No. 45	
Project Name	Garden Grove Lift Station (C23-009)
Location	13802 Newhope Street, Garden Grove, CA 92843
Owner	City of Graden Grove
Project Manager Name E-mail and Telephone No.	Rebecca Li rebeccal@ggcity.org 714-741-5562
Contract Value (including change orders)	\$752,722.00
Brief Description of Firm's Scope of Work for the Project	The Sanitation Lift Stations SCADA Improvements project consists of demolishing and retrofitting Programmable Logic Controller (PLC) Control Panels, replacing existing wetwell intrusion switches and level transmitters, and connecting Modbus TCP Ethernet communications between the new PLC and the existing generator, Automatic transfer Switch (ATS) and Motor Saver for each pump. New conduits, conductors and junction boxes will be installed for the three (3) locations Tiffany, Partridge and Belgrave.
Completion Date	June 26, 2024



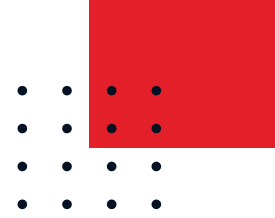
Project No. 46	
Project Name	Colorado River Aqueduct Conveyance System Solar Level Sensor Install (C23-015)
Location	10 Different Locations for this project. Iron Mountain Pumping Plant (2 Poles) 3642 Iron Mountain Rd. Earp CA, 92242 Eagle Mountain Pumping Plant (3 Poles) 15500 Kaiser Truck Rd. Desert Center, CA., 92239 Julian Hinds Pumping Plant (5 Poles) 100 Hayfield Rd. Desert Center CA., 92239
Owner	MWD – Metropolitan Water District
Project Manager Name E-mail and Telephone No.	Christopher Goldsmith CGoldsmith@mwdh2o.com 562-922-3562
Contract Value (including change orders)	\$5,220,257.01
Brief Description of Firm's Scope of Work for the Project	The scope of this project included furnishing and installing antenna poles, precast buildings, communications systems, solar panels, and electrical equipment for 10 different sites. Work also involved the installation of level monitoring instruments, miscellaneous civil improvements, and the repair of existing manways at multiple locations.
Completion Date	February 13, 2025

Project No. 47	
Project Name	Garden Grove SCADA Master Plan Implementation (C23-009)
Location	13802 Newhope Street, Garden Grove, CA 92843
Owner	City of Gaden Grove
Project Manager Name E-mail and Telephone No.	Rebecca Li rebeccal@ggcity.org 714-741-5562
Contract Value (including change orders)	\$1,455,100.00
Brief Description of Firm's Scope of Work for the Project	The SCADA Master Plan Implementation Trask and Westhaven Reservoir/BPS SCADA Improvements Project consists of demolishing and retrofitting Programmable Logic Controller (PLC) Control Panels, installation of new control panels, installation of new chemical dosing skids, replacement of select field instrumentation and valve controls, and replacement of engine control panels. New conduits, conductors and junction boxes will be installed for the two (2) locations, Trask and Westhaven.
Completion Date	July 31, 2025



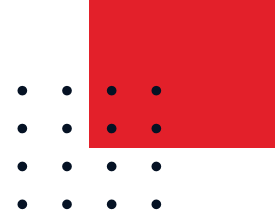
Project No. 48	
Project Name	WWTP Filter Upgrade & Nitrate Reduction Project C22-024)
Location	6363 N. Ventura Avenue, Ventura, CA 93001
Owner	Ojai Valley Sanitary District
Project Manager Name E-mail and Telephone No.	OJAI PM – Rick Nack, Rick.Nack@ojaisan.org . Contractor (Cushman Contracting Corporation) – Taylor Sanchez, taylor@cushmancontracting.com , 714-757-7624
Contract Value (including change orders)	\$1,828,450.00
Brief Description of Firm's Scope of Work for the Project	Upgrade existing Waste Water Treatment Plant with new Parkson Denitrification filters, retrofit of four (4) Parkson Tertiary Filters, Interconnection of the new an retrofit filters, construction and installation of two (2) new chemical tanks, replacement of four (4) 100 HP Oxidation ditch surface aerators, modification and expansion of existing electrical room, electrical system improvements, startup, testing and site restoration while maintaining continuous wastewater treatment operations until work is complete and fully operational.
Completion Date	September 30, 2024

Project No. 49	
Project Name	Rehabilitation of South System Groundwater Well SSSB (C23-022)
Location	4151 Logan Lane, Stockton, CA 95206
Owner	City of Stockton Municipal Utilities Department
Project Manager Name E-mail and Telephone No.	Kelly Sao (Associate Engineer), Kelly.Sao@stocktonca.gov , 209-937-8727 Contractor (PCL Construction, Inc.) Anup Patel, AnupPatel@pcl.com , 602-228-3037
Contract Value (including change orders)	\$594,708.00
Brief Description of Firm's Scope of Work for the Project	Upgrade & add to existing Well SSS8 two (2) New IX Treatment Vessels and Cartridge Filters, upgrade the chemical room with SCH Feed Pumps, Instruments startup, upgrade the existing MCC feed, Install new panel boards, Upgrade CP (PLC-SSS8), New RIO SSS8 Panel, startup and testing.
Completion Date	April 24, 2024



Project No. 50	
Project Name	<i>Mesa Chandler Ave Well 12 & Croddy Way Well 14 (C21-007)</i>
Location	4011 W. Chandler Ave & 3120 S. Croddy, Santa Ana 92704
Owner	Mesa Water District
Project Manager Name E-mail and Telephone No.	Paul Bergeron PM / Karen Ankenbauer APM
Contract Value (including change orders)	\$2,811,039.00
Brief Description of Firm's Scope of Work for the Project	Two new grounds up pumping plants including new ground up electrical buildings which we provided and installed new: grounding system, lighting exterior and interior underground and above conduit and wire for new 600 HP VFD's, 1200A MSB, 1200A SWBD, 1200A ATS's, full instrumentation and controls, commissioning support, loop checks, startup testing, training, and submission of O&M documentation. This project required close coordination with other trades and strict adherence to quality, safety, and regulatory standards.
Completion Date	April 4, 2024

Project No. 51	
Project Name	<i>IRWD Zone A to Rattlesnake Reservoir (T24-027)</i>
Location	4272 Portola Pkwy
Owner	Irvine Ranch Water District
Project Manager Name E-mail and Telephone No.	Paul Bergeron PM, Karen Ankenbauer APM
Contract Value (including change orders)	\$2,326,312.00
Brief Description of Firm's Scope of Work for the Project	Electrical upgrades to provide and install new switchgear including but not limited to: 3000A SWBD's, (5) new 300HP RVSS's, fiber optics, full instrumentation with 8" – 24" Flowmeters, and controls, commissioning support, loop checks, startup testing, training, and submission of O&M documentation. This project required close coordination with other trades and strict adherence to quality, safety, and regulatory standards.
Completion Date	June 30, 2025



Project No. 52	
Project Name	<i>Redlands and Cottonwood Booster Electrical Replacement (C21-043)</i>
Location	Moreno Valley, CA
Owner	Eastern Municipal Water District
Project Manager Name E-mail and Telephone No.	Dustin Wetter (951) 928.3777.4322 wetterda@emwd.org
Contract Value (including change orders)	\$1,499,624.00
Brief Description of Firm's Scope of Work for the Project	Furnish and install new electrical duct bank, SCE service and addition to the existing building including replacement of all HVAC system. Furnish and install new electrical Switchgear, MCC, VFD and 250KW Diesel Generator. Furnish and install a complete pump station bypass system with temporary power during installation of new equipment.
Completion Date	December 2024

Project No. 53	
Project Name	<i>Chino Hills Trichloropropane Removal Plant (C22-022)</i>
Location	Chino Hills, CA
Owner	City of Chino Hills
Project Manager Name E-mail and Telephone No.	Greg Gardner greg.gardner@garney.com 951-219-4893
Contract Value (including change orders)	\$2,549,423.00
Brief Description of Firm's Scope of Work for the Project	Furnish and install electrical equipment, instrumentation, and infrastructure for the successful operation of a 1,2,3,-Trichloropropane Removal treatment plant with systems including a booster pump station, GAC system, and chemical building. Electrical equipment includes a 2000A utility switchboard, five 250HP VFDs, distribution equipment, and two PLCs.
Completion Date	October 24, 2025



Project No. 54	
Project Name	<i>Pico Rivera PFAS Plants 1, 2 & Well 5 (C22-018)</i>
Location	Pico Rivera, CA
Owner	City of Pico Rivera
Project Manager Name E-mail and Telephone No.	David Baroff david@metrobuilders.com 626.485.3017
Contract Value (including change orders)	\$942,141.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical and instrumentation installation services for the PFAS Treatment Systems at Plants 1, 2, and Well 5, including demolition of existing electrical equipment, installation of conduit, wiring, duct banks, grounding, lighting, switchgear, MCCs, control panels, and instrumentation devices. Scope also includes system integration, testing and commissioning support, power studies, NETA testing, loop checks, startup assistance, as-built documentation, warranty support, spare parts, and operator training in accordance with project plans and specifications.
Completion Date	October 2025

Project No. 55	
Project Name	<i>HD-S3131A Berth D48-50 Transit Shed Abatement & Reno. (C22-033)</i>
Location	Long Beach, CA
Owner	Port of Long Beach
Project Manager Name E-mail and Telephone No.	Brian Abghari babghari@pcn3.com 562-493-4124 X 407
Contract Value (including change orders)	\$2,479,244.70
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical construction services including demolition support, installation of conduit, wiring, cable tray, underground conduit, grounding, lighting, switchgear, fire alarm, temporary power systems, and final equipment terminations. Scope also includes commissioning support, power studies, NETA testing, seismic calculations, startup and testing, as-built documentation, warranty support, spare parts, and training in accordance with project plans and specifications
Completion Date	June 2025



Project No. 56	
Project Name	<i>Naples Island Pump Station Rehabilitation – Phase 1 (C23-018)</i>
Location	Long Beach, CA
Owner	Los Angeles County Department of Public Works
Project Manager Name E-mail and Telephone No.	Jagat (Jay) Mehta jay@aboutmmc.com 714-521-2022
Contract Value (including change orders)	\$1,429,303.62
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical and instrumentation construction services including safe demolition, installation of conduit, wiring, lighting, controls, electrical distribution, grounding, and instrumentation/control systems for pump station facilities. Scope includes installation and termination of control panels, transducers, gas detection systems, float switches, telemetry equipment, and owner-furnished equipment, along with startup, testing, loop checks, power studies, seismic calculations, as-built documentation, warranty support, spare parts, and training per project plans and specifications.
Completion Date	July 2025

Project No. 57	
Project Name	<i>Humboldt Sewer Lift Station Replacement (C24-003)</i>
Location	Huntington Beach, CA
Owner	City of Huntington Beach
Project Manager Name E-mail and Telephone No.	Per B Tvedt hb@artukovich.com 626.444.4286
Contract Value (including change orders)	\$532,310.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical and instrumentation construction services including demolition of existing electrical systems, installation of conduit, wiring, duct banks, grounding, lighting, switchgear, and control systems. Scope includes installation and termination of instrumentation devices, PLC and pump control panels, flowmeters, level controls, and owner-furnished equipment, along with startup, testing, loop checks, power studies, NETA testing, seismic calculations, as-built documentation, warranty support, spare parts, and training per project plans and specifications.
Completion Date	September 2025



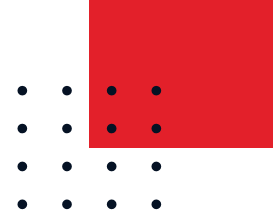
Project No. 58	
Project Name	<i>OC-88 Pump Station Chiller Replacement (C22-019)</i>
Location	Los Angeles, CA
Owner	Metropolitan Water District
Project Manager Name E-mail and Telephone No.	Jagat (Jay) Mehta jay@aboutmmc.com 714-521-2022
Contract Value (including change orders)	\$940,448.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical and instrumentation construction services including demolition support, installation of conduit, wiring, grounding, circuit breakers, LCPs, VFDs, and master control panels. Scope includes installation and integration of instrumentation and control systems such as flow, pressure, and temperature devices, chiller and valve control panels, BACnet systems, and final terminations to owner-furnished equipment, along with commissioning support, power studies, NETA testing, startup, loop checks, as-built documentation, warranty support, spare parts, and training per project plans and specifications.
Completion Date	September 2025

Project No. 59	
Project Name	<i>Garfield Replacement Well (C23-006)</i>
Location	Pasadena, CA
Owner	City of Pasadena
Project Manager Name E-mail and Telephone No.	Ryan Ricard rricard@caliagua.net (866) 416-4214
Contract Value (including change orders)	\$663,928.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical and instrumentation construction services including safe demolition, installation of conduit, wiring, lighting, controls, utility coordination, electrical distribution, and grounding systems. Scope includes installation and termination of instrumentation devices such as flow, pressure, and level monitoring equipment, control panels, and owner-furnished equipment, along with power studies, NETA testing, startup, loop checks, as-built documentation, warranty support, spare parts, and training per project plans and specifications.
Completion Date	May 2025



Project No. 60	
Project Name	<i>San Jose Creek WRP East Process Air Control Imp. (C24-010)</i>
Location	Whittier, CA
Owner	Los Angeles County Sanitation District
Project Manager Name E-mail and Telephone No.	Andrew Lufkin alufkin@accoes.com 818-730-5845
Contract Value (including change orders)	\$2,367,418.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical construction services including demolition, installation of electrical equipment, conduit, wiring, duct banks, disconnect switches, panel boards, and mini power centers for aeration tank gallery upgrades. Scope also includes underground trenching, radar scanning and coring, trip unit replacements, equipment terminations, commissioning support, power studies, NETA testing, startup, loop checks, as-built documentation, warranty support, spare parts, and training in accordance with project plans and specifications.
Completion Date	November 2025

Project No. 61	
Project Name	<i>Pier E Wash Rack EV Upgrade (C25-020)</i>
Location	Long Beach, CA
Owner	Port of Long Beach - LBCT
Project Manager Name E-mail and Telephone No.	Matt Hunnicutt matt.hunnicutt@lbct.com 562-951-6201
Contract Value (including change orders)	\$830,816.00
Brief Description of Firm's Scope of Work for the Project	Provide complete electrical construction services including demolition, trenching, excavation, conduit and wiring installation, duct banks, pull boxes, disconnect switches, and switchgear modifications for EV charging infrastructure improvements. Scope also includes installation and termination of owner-furnished charge stations in accordance with project drawings and specifications.
Completion Date	December 2025



> Client & Customer References

Client No. 1		
Client Name	County of Los Angeles, Department of Public Works	
Contact E-mail, Telephone No. and Address	Adam Lee (626) 458.6185 AWLEE@dpw.lacounty.gov	900 S Fremont Ave Alhambra, CA 91803

Client No. 2		
Client Name	City of Santa Ana	
Contact E-mail, Telephone No. and Address	Juan Ramirez (714) 647.3377 jramirez@santa-ana.org	220 S. Daisy Ave Santa Ana, CA 92703

Client No. 3		
Client Name	Mesa Water District	
Contact E-mail, Telephone No. and Address	Andrew D. Wiesner, P.E. (949) 207.5458 andreww@MesaWater.org	1965 Placentia Ave Costa Mesa, CA 92627

Client No. 4		
Client Name	Irvine Ranch Water District	
Contact E-mail, Telephone No. and Address	Jacob Moeder (949) 453.5544 Moeder@IRWD.com	15600 Sand Canyon Ave Irvine, CA 92618

Client No. 5		
Client Name	Metropolitan Water District of Southern California	
Contact E-mail, Telephone No. and Address	Joe Robles, P.E. (909) 392.2586 JRobles@mwdh2o.com	700 Alameda Street Los Angeles, CA 90012

Client No. 6		
Client Name	Sanitation District of Los Angeles County	
Contact E-mail, Telephone No. and Address	Jelmer Torres (562) 699.7411 jtorres@lacsdc.org	1955 Workman Mill Rd Whittier, CA 90601



> Client & Customer References

Client No. 7		
Client Name	City of Los Angeles, Department of Public Works	
Contact E-mail, Telephone No. and Address	John Hamilton (310) 648-6129 John.cobb.hamilton@lacity.org	12000 Vista Del Mar Playa Del Rey, CA 90293

Client No. 8		
Client Name	Orange County Water District	
Contact E-mail, Telephone No. and Address	Ryan Bouley (714) 378-3200 rbouley@ocwd.com	18700 Ward Street, Fountain Valley, CA 92708

Client No. 9		
Client Name	City of Santa Monica	
Contact E-mail, Telephone No. and Address	Deborah McCloskey (310) 458.2201 Deborah.McCloskey@SMGOV.NET	2500 Michigan Avenue Santa Monica, CA 90404

Client No. 10		
Client Name	Water Replenishment District (WRD) of Southern California	
Contact E-mail, Telephone No. and Address	Tom Knoell (562) 275.4266 tknoell@wrdd.org	4040 Paramount Blvd. Lakewood, CA 90712

Client No. 11		
Client Name	City of Santa Ana	
Contact E-mail, Telephone No. and Address	Cesar E. Barrera, P.E. (714) 647.3387 cbarrera@santa-ana.org	220 S. Daisy Ave Santa Ana, CA 92703

Client No. 12		
Client Name	Eastern Municipal Water District	
Contact E-mail, Telephone No. and Address	Dustin Wetter (951) 928.3777 x4322 wetterda@emwd.org	2270 Trumble Road Perris, CA 92570

SCHEDULE OF VALUES (COST PROPOSAL)

Please attach company rate sheets for items not listed below.

1. The Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where MSWD elects to use this method in determining costs.
2. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
3. All work shall be performed in accordance with the specifications described in the Request for Proposals.

Fee Schedule: 2026-2027

Category: Electrical

Legend:

Entry Fields

Base Labor, \$	Standard Time (per hour)	Overtime (per hour)	Double Time (per hour)
Superintendent/Foreman Electrician - Offsite	\$175.27	\$241.63	\$304.95
Journey Electrician - Offsite	\$150.93	\$201.87	\$252.09
Apprentice Electrician - Offsite	\$129.20	\$171.21	\$214.20
Electrician - Field Labor	\$175.27	\$241.63	\$304.95
Journey Electrician - Field Labor	\$150.93	\$201.87	\$252.09
Apprentice Electrician - Field Labor	\$129.20	\$171.21	\$214.20
Foreman	\$175.27	\$241.63	\$304.95
Lineman	\$215.48	\$288.58	\$364.23

Base Equipment, \$	Rate	Per Hour or Day
Service Truck	\$56.42	HOURLY
Aerial Truck with Operator PER WEEK	\$8,522.90	WEEK

Direct Materials: NTE 15%

Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform electrical maintenance and repair services as requested by MSWD. All work shall be performed in a thorough, safe, and professional manner, consistent with industry standards and applicable regulations.

The Scope of Work includes, but is not limited to the following:

- Place, installs, erects, or connects any electrical wires, fixtures, appliances, apparatus, conduits, solar photovoltaic cells, or any part thereof, which generate, transmit, transform, or utilize electrical energy in any form or for any purpose.
- Repair electrical panels lighting circuits, motor control centers (MCC), VFD panels, and all other equipment utilized at water and sewer facilities.
- Troubleshoot of all MCC, relay logic, timer circuits.

Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with an ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repairs of District facilities.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standards.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case -by -case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.
- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to people and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

The Contractor shall be responsible for removing and cleaning any and all debris that occur as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety for the public and, where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email. At all times, the Contractor will ensure at least one English speaking person is onsite of any MSWD assigned project.

Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

Contractor's Office

The Contractor shall designate a project supervisor or person in charge at all times and provide MSWD with written notice of such designation. The designated individual shall be available throughout the duration of the work.

The Contractor shall also provide the names and telephone numbers of at least two (2) qualified personnel available during emergency conditions and capable of mobilizing to the job site within two (2) hours of notification.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at District sites. Contractors will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

Equipment

All vehicles and equipment used in the performance of the work shall be maintained in a clean, orderly, and safe operating condition. The Contractor shall implement appropriate spill prevention measures, when applicable, including the placement of drip mats or containment under leaking equipment, and shall inspect all equipment for leaks at the end of each workday. MSWD reserves the right, at its sole discretion, to reject and require removal of any vehicles or equipment that do not meet these requirements.

Street Closures, Detours, Barricades

The Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD) and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor should contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor's performance

of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor's work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT “C”

GENERAL CONDITIONS

(insert behind this page)

SECTION 2.1
of
GENERAL CONDITIONS

DEFINITIONS, TERMS, ABBREVIATIONS

2.1.01 Definitions - Wherever used in the Contract Documents, the following shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

Acceptance, Final Acceptance - The formal action by the Owner accepting the Work as being complete.

Accepted Bid - The bid (proposal) accepted by the Owner.

Addenda - Written or graphic instruments issued prior to the opening of sealed bids, which modify or interpret the Contract Documents and Drawings by additions, deletions, clarifications or corrections.

Agreement - The written agreement (contract) executed between the Owner and the Contractor covering the performance of the Work.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - Any person, firm or corporation submitting a Bid for the Work.

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.

Contract Documents - The Contract Documents, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Insurance Certificates, Notice of Award, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Detailed Technical Provisions, Drawings, and Addenda.

Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.

Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.

Detailed Technical Provisions - A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction system, standards and workmanship.

Drawings - The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Engineer - The person, firm or corporation named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Laboratory - The laboratory authorized by the Owner or the Owner's representative to test materials and work involved in the Project.

Manufacturer - A person, firm or corporation that fabricates, processes, or creates from raw materials or component parts, materials or equipment to be incorporated into the Project.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Owner's Representative - The person, consultant, or engineering firm authorized by the Owner to represent him during the performance of the Work by the Contractor and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's representative or his assistants.

Project - The undertaking to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

Special Conditions - Modifications to Detailed Technical Provisions.

Specifications - The General Conditions, Supplemental General Conditions, Special Conditions, and Detailed Technical Provisions of these Contract Documents.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions - Modifications to General Conditions that are specifically applicable to this Project.

Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals or communications.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2.1.02 Terms - Wherever used in the Contract Documents, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equal", or terms of like import shall mean approved by or acceptable to or satisfactory to the Owner's Representative, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install.

2.1.03 Abbreviations - Whenever used in the Contract Documents, the following abbreviations shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAU, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CPR	Certified Payroll Records
DIR	California Department of Industrial Relations
IEEE	Institute of Electrical and Electronics Engineers
LCP	Labor Compliance Program
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or USAS	United States of America Standards Institute (now ANSI)

SECTION 2.2
of
GENERAL CONDITIONS

ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS

2.2.01 SECTION NOT USED.

2.2.02 SECTION NOT USED.

SECTION 2.3
of
GENERAL CONDITIONS

SCHEDULES, REPORTS AND RECORDS

2.3.01 A preconstruction conference will be held prior to commencement of the Work. Attendees shall be the Contractor, his Subcontractors, if applicable, the Owner, the Engineer, representatives of Federal, State or local regulatory or enforcement agencies, and any other parties deemed appropriate by the Owner.

2.3.02 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

2.3.03 Prior to the start of construction, the Contractor shall submit a construction progress schedule to the Engineer for approval. Said schedule shall include, but is not limited to, the following information: Contractor's name, address and telephone number; project/contract number; date prepared; Engineer's name; Owner's name; date of Notice to Proceed; contract completion date; and, list of all important activities, including construction and material delivery, with starting and ending dates for each activity.

The schedule shall be prepared so that the Contractor can update it when significant changes in an activity time and/or completion time occur, as the Engineer may direct. After the Engineer approves the schedule, one (1) electronic copy shall be furnished to the Engineer for distribution. All costs for schedule preparation and printing are included in the Contractor's Bid.

The Engineer reserves the right to alter said schedule to prevent excessive public nuisance or to exclude areas where rights-of-way acquisition might still be in progress or provide timely facilities for testing and connection to other installations dependent upon this project.

2.3.04 Prior to starting construction, the Contractor shall submit to the Engineer for his approval a detailed breakdown of his cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Engineer to determine partial payments.

2.3.05 Prior to the start of construction, the Contractor shall submit the dates at which special drawings will be required and the respective dates when applicable for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

SECTION 2.4
of
GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

2.4.01 SECTION NOT USED.

2.4.02 SECTION NOT USED.

2.4.03 SECTION NOT USED.

2.4.04 SECTION NOT USED.

SECTION 2.5
of
GENERAL CONDITIONS

SHOP DRAWINGS/MATERIAL SUBMITTALS

2.5.01 SECTION NOT USED.

2.5.02 SECTION NOT USED.

2.5.03 SECTION NOT USED.

2.5.04 SECTION NOT USED.

SECTION 2.6
of
GENERAL CONDITIONS

MATERIALS, SERVICES AND FACILITIES

2.6.01 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2.6.02 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. The Contractor shall be entirely responsible for damage or loss to material and equipment until the Work has been completed by the Contractor and accepted by the Owner.

2.6.03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.6.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.6.05 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.6.06 Whenever under this Agreement it is provided that the Contractor shall furnish materials or manufactured articles, or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

2.6.07 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified.

SECTION 2.7

of
GENERAL CONDITIONS

INSPECTION AND TESTING

2.7.01 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

2.7.02 The Owner shall provide all inspection and testing services not required by the Contract Documents. Performance of these tests and all costs will be borne by the Owner; except, the cost of any test which shows unsatisfactory results shall be borne by the Contractor.

2.7.03 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

2.7.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall pay for all inspection fees imposed by public agencies other than the Owner.

2.7.05 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

2.7.06 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

2.7.07 If any Work is covered contrary to the written instructions of the Engineer or work done for which the Contractor has not requested and received inspection, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

2.7.08 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

2.7.09 Upon request of the Engineer, the Contractor shall furnish certification of compliance that fabricated or manufactured products conform to the standards of the industry as specified in these Contract Documents and that said fabricated or manufactured products were fabricated or manufactured under the quality control standards of the stated specifications of these Contract Documents.

SECTION 2.8
of
GENERAL CONDITIONS

SUBSTITUTIONS

2.8.01 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

2.8.02 The Contractor's use of approved substitutions or equals shall not relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related work, including the expense of required engineering, redesigning, drafting and permits, where necessary, whether the Owner's approval is given before or after receipt of Bids.

The Contractor shall bear the cost of all engineering work associated with the review of submittals for substitutions and equals. The Contractor shall approve the engineering costs prior to the performance of the engineering work using the form entitled "Authorization of Engineering Costs for the Evaluation of Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the submittal review until authorization is given. If the Contractor does not provide this authorization, the submittal will be rejected.

Engineering costs associated with redesign of adjoining or related work due to Substitutions or Equals shall be approved in writing by the Contractor prior to the performance of the work. The Contractor shall approve the cost of the engineering work using the form entitled, "Authorization of Engineering Costs for Redesign due to Substitutions and Equals" found in the General Conditions of the Specifications. The Engineer will not perform the redesign until the authorization is given. If the Contractor does not provide this authorization, the submittal, which created the need for redesign, shall be rejected.

SECTION 2.9
of
GENERAL CONDITIONS

INTELLECTUAL PROPERTY, PATENTS, ROYALTIES AND INDEMNIFICATION

2.9.01 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, including attorney's fees, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

2.9.02 Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the District, or any of its officers, agents, members, employee authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

This indemnity provision is in addition to all other defense, hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. If the District is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the District, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the District, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual

property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

SECTION 2.10
of
GENERAL CONDITIONS

SURVEYS, PERMITS, REGULATIONS

2.10.01 SECTION NOT USED.

2.10.02 SECTION NOT USED.

2.10.03 SECTION NOT USED.

SECTION 2.11
of
GENERAL CONDITIONS

PROTECTION OF WORK, PROPERTY
AND PERSONS

2.11.01 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.11.02 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction, including the applicable provisions of the California Occupational Safety and Health Act of 1973, Part 1, Division 5, of the Labor Code §6300 et. seq. and the Construction Safety Orders of the Division of Industrial Safety. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

2.11.03 The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.11.04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

2.11.05 Until the formal acceptance by the Owner of the performance of the Contractor hereunder, either by furnishing equipment and/or materials or by performance of Work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of that which he is to provide or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof. In case

of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in these Contract Documents shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon Owner's real property, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

2.11.06 Prior to the beginning of any work, the Contractor shall obtain, at its sole expense, all permits required by the California Division of Occupational Safety and Health (Cal/OSHA) for permit-required activities associated with the Project and shall provide copies of such permits to the Owner upon request.

2.11.07 In accordance with Government Code Section 4216 and following, Contractor shall notify Underground Service Alert at least two days prior to excavation with a description of the area to be excavated to determine if any participant has a subsurface installation in the area.

2.11.08 The Contractor shall not commence any excavation over five (5) feet in depth until he has submitted to the Owner a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during any such excavation and such plan has been accepted by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this article shall be construed as relieving the Contractor of full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

2.11.09 A working platform for any scaffolding swung or suspended from an overhead support more than ten (10) feet above the ground, floor or area in which an employee on the scaffolding might fall, shall have a safety rail of wood or other equally rigid material of adequate strength; such rail shall be in compliance with the applicable orders of the Division of Industrial Safety.

The suspended scaffolding shall be fastened so as to prevent the same from swaying from the building, or structure, or other object being worked on from such scaffolding. All parts of such scaffolding shall be of sufficient strength to support, bear, withstand with safety, any weight of persons, tools, appliances or materials which might reasonably be placed on it or which are to be supported by it.

In addition to the duties imposed by any law regulating or relating to scaffolding, the Contractor who uses scaffolding in connection with the construction, alteration, repairing, painting, cleaning, or doing of any work upon any building or structure shall furnish safety lines to tie all hooks and hangers back on the roof of such building or structure and provide safety lines hanging from the roof, securely tied thereto, for all swinging scaffolds which rely upon stirrups of the single point of suspension type to support the working platform. One such line shall be provided for each workman with a minimum of one line between each pair of hangers or falls.

Platforms or floors of scaffolding shall be not less than fourteen (14) inches in width and shall be free from knots or fractures impairing their strength.

The use of lean-to scaffolds, sometimes known as jack scaffolds, as support for scaffolds is prohibited.

2.11.10 In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever notice is required to be given by the Owner or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

2.11.11 The Contractor shall not load nor permit any part of any structure to be loaded with any weights that will endanger the structure, nor shall subject any part of the Work to stresses or pressures that will endanger it.

2.11.12 The Contractor will be required to certify that he has an Injury, Illness Prevention Plan for his company as required by Labor Code Section 6401.7.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones and carried by the supervisor of the work being performed.

The Contractor shall provide assurance to the District that all equipment has proper permits issued by the South Coast Air Quality Management District, or the local air quality district.

In addition, the Contractor shall be required to post notices required by Proposition 65 for any hazardous chemicals listed by the State Health Department, which are brought onto the property as part of the construction program.

2.11.13 Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- c. That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
- d. Differing Conditions shall not include:
1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
 2. All that could be seen on Site;
 3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.
 4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
- e. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential Differing Conditions.
- f. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

SECTION 2.12
of
GENERAL CONDITIONS

SUPERVISION BY CONTRACTOR

2.12.01 The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

2.12.02 The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work, and whenever the Engineer shall notify the Contractor that any man on the Work is, in his opinion, incompetent, unfaithful, intemperate, or disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the Work representing the Owner, or is otherwise unsatisfactory, such man shall be discharged immediately from the Work and shall not be re-employed upon it except with the consent of the Engineer. Such discharge shall not be the basis of any claim for damages against the Owner or his agents.

2.12.03 In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the District Representative, at least seven days prior to engaging the person, an Experience Statement form for the District's review and acceptance. Any proposed substitution is subject to the approval of the District Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the District's acceptance shall not constitute a cause for delay. In addition, the District may issue an order to stop the work under these General Conditions until such time as the Contractor engages persons possessing skills and qualifications acceptable to the District.

2.12.04. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or Contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and

9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

2.12.05. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the District in accordance with the terms of the Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under the Contract, or of performing its required detailed direction and supervision.

2.12.06. Contractor shall at all times permit the District, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject the Work if it does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the District.

2.12.07. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the District of such desire and request and obtain the District's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the District may make the necessary arrangement for testing and inspection.

2.12.08. If Contractor receives a written notice from the District that a Clarification is forthcoming from the District, all Work performed before the receipt of the Clarification shall be coordinated with the District to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the District's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

2.12.09. During all disputes or disagreements with the District, Contractor shall carry on the Work and adhere to the progress schedule required to be submitted under the requirements of the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the District and Contractor may otherwise agree in writing.

SECTION 2.13
of
GENERAL CONDITIONS

CHANGES IN THE WORK

2.13.01 This Agreement may not be altered in whole or in part except by modification in writing and properly executed by all parties hereto or by a change order.

2.13.02 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.13.03 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

SECTION 2.14
of
GENERAL CONDITIONS

CHANGES IN CONTRACT PRICE

2.14.01 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices. Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner shall review the unit price to determine if a new unit price should be negotiated.
- b. An agreed lump sum.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

When all or any part of the work covered by Change Order is performed by any of the Contractor's Subcontractors, the markups established in this section shall be applied to the Subcontractor's actual cost of such work, to which a markup of five (5) percent on the subcontracted portion of the work may be added by the prime Contractor.

SECTION 2.15
of
GENERAL CONDITIONS

TIME FOR COMPLETION AND
LIQUIDATED DAMAGES

2.15.01 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on or before a date specified in the Notice to Proceed. The Contractor should be aware that time is of the essence for this project.

2.15.02 The Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

2.15.03 If the Contractor shall fail to complete the Work within the Contract Time, or requests for extension of time approved by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

2.15.04 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. If delays are caused by unforeseen events beyond the control of both the Contractor and the Owner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, labor, required "extra work," or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

- c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 2.15.04a and 2.15.04b of this article.

- d. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Owner, an extension of time may be granted, but the Contractor shall not be entitled to damages or additional payment due to such delays.

If delays beyond the Contractor's control are caused solely by action or inaction by the Owner, such delays will entitle the Contractor to an extension of time.

- e. Extensions of time, when granted, will be based upon the effect of delays on the project as a whole and will not be granted for noncontrolling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- f. If the Contractor desires payment for a delay or an extension of time, he shall, within thirty (30) days after the beginning of the delay, file with the Owner a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such request.

2.15.05 In case the Work called for under this Contract is not completed within the time limit stipulated herein, the Owner shall have the right, in lieu of assessing liquidated damages, to extend the time of completion thereof. If the time limit be so extended, the Owner shall have the right to charge to the Contractor and to deduct from the final payment for the Work, the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the cost accruing by reason of unavoidable delays shall not be included in such charges.

SECTION 2.16
of
GENERAL CONDITIONS

CORRECTION OF WORK

2.16.01 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

2.16.02 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

SECTION 2.17
of
GENERAL CONDITIONS

SUBSURFACE CONDITIONS AND
EXAMINATION OF CONTRACT DOCUMENTS

2.17.01 The Contractor represents that he has carefully examined the Contract Documents and the site where the Work is to be performed and that he has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may affect performance of the Work in any manner. The Contractor further represents that he has studied all surveys and investigation reports governing subsurface and latent physical conditions pertaining to the job site; that he has performed such additional surveys and investigations as he deems necessary to complete the Work at the Contract Price; and, that he has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a Bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered and as to the character, quality and scope of the Work.

2.17.02 The Drawings for the Work show conditions as they are supposed or believed by the Engineer to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions actually exist. The Owner and the Engineer shall not be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown in the Drawings and the actual conditions revealed during the progress of the Work or otherwise.

Where the Owner or the Engineer or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Engineer.

The records of such investigations are not a part of the Agreement and are shown solely for the convenience of the Contractor. It is expressly understood and agreed that the Owner, the Engineer and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations; the records thereof; or of the interpretations set forth therein or made by the Owner's consultants, the Engineer or his consultants in the use thereof by the Engineer, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the Owner, the Engineer or their consultants is included with the Drawings, it is expressly understood and agreed that said log of test borings does not constitute a part of the

Agreement, represents only the opinion of the Owner or the Engineer or their consultants as to the character of the materials encountered by them in the test borings, is included in the Drawings only for the convenience of the Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

2.17.03 The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of Section 2.17.01 and the Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the Work.

2.17.04 No information derived from such inspection of records of investigations or compilation thereof made by the Owner, Engineer, or their consultants will in any way relieve the Contractor from any risk or from properly fulfilling the terms of the Agreement.

SECTION 2.18
of
GENERAL CONDITIONS

SUSPENSION OF WORK,
TERMINATION AND DELAY

2.18.01 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.18.02 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

2.18.03 Where the Contractor's services have been terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.

2.18.04 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit. The Owner's authority and responsibility with respect to termination for convenience of owner or upon breach of contract are set forth in more detail in Section 2.35 of these General Conditions.

2.18.05 If, through no act or fault of the Contractor, the entire Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or by request of litigation relating to the Project, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

2.18.06 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

SECTION 2.19
of
GENERAL CONDITIONS

PAYMENTS TO CONTRACTOR

2.19.01 SECTION NOT USED

2.19.02 SECTION NOT USED

2.19.03 SECTION NOT USED

2.19.04 SECTION NOT USED

2.19.05 SECTION NOT USED

2.19.06 SECTION NOT USED

2.19.07 SECTION NOT USED

2.19.08 SECTION NOT USED

SECTION 2.20
of
GENERAL CONDITIONS

ACCEPTANCE OF FINAL
PAYMENT AS RELEASE

2.20.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

SECTION 2.21
of
GENERAL CONDITIONS

INSURANCE

2.21.01 The Contractor shall not commence any work under the Contract Documents until he obtains at his own expense all required insurance. Such insurance must have the approval of the Owner as to Company, limits, form and amount. The Contractor shall not permit any Subcontractor to commence work on the Project until the Subcontractor has also complied with these insurance requirements. The types of insurance, which the Contractor shall secure and maintain for the full Contract time, are Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Builder's Risk "All Risk" Insurance, and Contractor's Pollution Liability Insurance as hereinafter specified. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract Documents.

All policies required by this Section shall be primary insurance as to the Owner so that coverage held by the Owner will not contribute to any loss under the Contractor's insurance using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Premiums for said insurance shall be paid for by the Contractor.

2.21.02 Before commencing any work, the Contractor shall submit written evidence that he and all Subcontractors have obtained for the Contract time full Worker's Compensation Insurance coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Owner, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the Owner; this provision applies regardless of whether or not the Owner has received a waiver of subrogation from the insurer.

2.21.03 Before commencing any work, the Contractor shall procure for the entire Contract time full Commercial General Liability Insurance, Automobile Liability Insurance coverage, and Contractor's Pollution Liability as hereinafter specified. Such insurance shall insure the Contractor and all Subcontractors for all claims for personal injury, including sickness and death, and all claims for destruction of or damage to property, including loss of use, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under the Contractor, or by anyone directly or indirectly employed by the Contractor or by any Subcontractor.

Such Commercial General Liability Insurance shall be written with a limit of liability of not less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the

policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit. Should the Contractor maintain insurance coverage exceeding the specified amount, any such additional coverage shall still benefit the Owner.

Such Commercial General Liability Insurance shall also be written for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Such Automobile Liability Insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, including sickness and death, at any time resulting therefrom, sustained by any one person in any one occurrence, and a limit of liability of not less than two million dollars (\$2,000,000) aggregate for any such damages sustained by two or more persons in any one occurrence. Such automobile liability insurance shall be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents and in any one occurrence, including explosion, collapse and underground exposure.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Coverage for Commercial General Liability Insurance, Contractor's Pollution Liability Insurance and Automobile Liability Insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).
- b. Insurance Services Office (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c. Excess Liability Insurance (if necessary) - The limits of insurance required in this agreement may be satisfied by a combination of primary, umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, administration and defense expenses.

The Commercial General Liability Insurance policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

The policy for such insurance shall include contractual coverage sufficiently broad to cover the Contractor's indemnification agreement contained in Section 2.24 excepting 2.24.04 of these General Conditions. The District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 10 01 and CG 20 37 10 01 (or the CG 20 10 07 04 and CG 20 37 07 04 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the District for all work performed by the Contractor, its employees, agents and subcontractors. this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

2.21.04 Until the completion and final acceptance by the Owner of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

If applicable, the Contractor shall provide and maintain **Builder's Risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Owner. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The policy shall be endorsed with Owner, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Owner

or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Owner. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District. A maximum deductible amount of five thousand dollars (\$5,000.00) on all perils will be allowed. Also, the insurer shall waive all rights of subrogation.

If the Owner determines not to require the Contractor to procure such insurance, the Contract price shall be reduced by the amounts set forth in the bid items for the premium for such insurance.

If the Owner determines to require the Contractor to procure such insurance, such insurance shall be endorsed with the District, the Owner, the Owner's Representative, the Engineer and their consultants and each of their directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The policy or policies for such insurance may provide for a deductible amount not to exceed five (5) percent of the Contract price. As provided in Section 7104 of the Public Contracts Code, the Contractor is responsible for the cost of repairing or restoring work up to five (5) percent of the contract amount.

2.21.05 Contractor shall furnish the Owner with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's Contracts Analyst. Carrier(s) shall have an A.M. Best rating of no less than an A: VII or better.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or

endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include required provisions. The District reserves the right to obtain complete, certified copies of all required insurance policies at any time and the Contractor shall provide the same within five (5) days of such request. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project. The Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

The Contractor shall, upon demand of District, deliver to District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

The District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

SECTION 2.22
of
GENERAL CONDITIONS

CONTRACT SECURITY

2.22.01 The Contractor shall within thirty (30) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond in penal sum equal to the amount of the Contract Price and a Payment Bond in penal sum equal to one-hundred (100) percent of the amount of the Contract Price, requiring the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the payment by the Contractor to all subcontractors, persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

2.22.02 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and by California law. The expense of these Bonds shall be borne by the Contractor. Bonds to be placed with insurers with a current A.M. Best's rating of no less than A: VII or better.

2.22.03 If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

2.22.04 The Performance Bond and the Payment Bond must remain in effect throughout the period for performance of the Work and through the time of final payment by the Owner, and the Performance Bond must remain in effect for a period of one (1) year from the date of approval of the work by the Board of Directors of Owner, which is the period of the Contractor's warranty, or as modified under the Supplemental General Conditions. If a change order results in an increased contract amount, an updated bond must be submitted to reflect the revised total contract value.

SECTION 2.23
of
GENERAL CONDITIONS

ASSIGNMENTS AND BANKRUPTCY

2.23.01 The Contractor shall not sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

2.23.02 In the event of bankruptcy of the Contractor, whether voluntary or involuntary, this Agreement is automatically terminated, and the Contractor is entitled to no further payments over and above the reasonable value of the actual work completed at that time.

SECTION 2.24
of
GENERAL CONDITIONS

INDEMNIFICATION

2.24.01 The Contractor and any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable during the term of this agreement and associated with the work performed thereunder, will indemnify, defend and hold harmless the Owner and any of their directors, independent contractors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, but not including the sole or active negligence or willful misconduct of the Owner.

Each of the indemnified parties named in this Section shall be entitled to designate the attorney of their choice and indemnitor agrees to keep Owner's attorney advised as to the status of all claims, damages, losses, expenses and litigation which may arise hereunder.

2.24.02 In any and all claims against the Owner or any of their directors, independent contractors, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

2.24.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

2.24.04 The Contractor shall indemnify, defend and save the Owner, the Owner's Representative, the Engineer, their consultants, and each of their directors, independent contractors, officers, employees and agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Agreement, including but not limited to, Contractor's failure to complete any portion of the Work by the time specified in the Contract Documents. Such costs, expenses, and damages shall include all costs incurred by the Owner, the Owner's Representative, the Engineer, and their consultants to defend against any claims, stop notices, or lawsuits based thereon in which any of them is made a party.

Each of the indemnified parties named in this section shall be entitled to designate the attorney of their choice and the indemnitor agrees to pay the fee of each such attorney so designated.

SECTION 2.25
of
GENERAL CONDITIONS

SEPARATE CONTRACTS

2.25.01 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

2.25.02 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.25.03 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 2.14, 2.15, and 2.18.

SECTION 2.26
of
GENERAL CONDITIONS

SUBCONTRACTING

2.26.01 SECTION NOT USED.

2.26.02 SECTION NOT USED.

2.26.03 SECTION NOT USED.

2.26.04 SECTION NOT USED.

2.26.05 SECTION NOT USED.

2.26.06 SECTION NOT USED.

SECTION 2.27
of
GENERAL CONDITIONS

ENGINEER'S AUTHORITY

2.27.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

2.27.02 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

2.27.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

2.27.04 The Engineer shall promptly make decisions relating to interpretation of the Contract Documents.

2.27.05 Any plan or method of Work suggested by the Engineer but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

2.27.06 Engineer's authority and responsibility with respect to Resident Project Representation are as set forth in Section 2.33 of these General Conditions.

SECTION 2.28
of
GENERAL CONDITIONS

LAND AND RIGHTS-OF-WAY

2.28.01 Prior to issuance of Notice to Proceed, the Owner shall obtain land and all work shall be performed within existing public rights-of-way for carrying out the Work to be performed pursuant to the Contract Documents. Right-of-way limits are shown on the Drawings.

2.28.02 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

2.28.03 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.28.04. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the District to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the District.

2.28.05. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

2.28.06. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.

2.28.07. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

SECTION 2.29
of
GENERAL CONDITIONS

GUARANTEE

2.29.01 The Contractor shall guarantee that all materials and equipment furnished will be new unless otherwise specified.

2.29.02 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance by the Board of Directors of Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the Board of Directors of Owner that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

SECTION 2.31
of
GENERAL CONDITIONS

TAXES

2.31.01 The Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening including, but not limited to, all sales, consumer, use and other similar taxes assessed by Federal, State or local authorities where the Work is performed.

2.31.02 The terms of these Contract Documents may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to these Contract Documents, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 2.32
of
GENERAL CONDITIONS

CONFLICT

2.32.01 SECTION NOT USED.

2.32.02 SECTION NOT USED.

SECTION 2.33
of
GENERAL CONDITIONS

RESIDENT PROJECT REPRESENTATIVE

2.33.01 The Engineer will furnish a Resident Project Representative and Assistants to assist the Engineer in carrying out his responsibilities at the Project sites. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and Assistants are herein set forth.

2.33.02 The Resident Project Representative is the Engineer's agent and will act as directed by and under the supervision of the Engineer. He will confer with the Engineer regarding his actions. His dealings in matters pertaining to the on-site Work shall, in general, be only with the Engineer and the Contractor. His dealings with Subcontractors shall only be through or with the full knowledge of the Contractor or his superintendent. He will generally communicate with the Owner only through or as directed by the Engineer.

2.33.03 The duties and responsibilities of the Resident Project Representative will be as follows:

- a. Schedules - Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by the Contractor and consult with the Engineer concerning their acceptability.
- b. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- c. Liaison -
 - (1) Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist the Engineer in serving as Owner's liaison with the Contractor when Contractor's operations affect Owner's on-site operations.
 - (2) As requested by the Engineer, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the Work.
 - (3) Alert the Contractor directly and through his superintendent, to the hazards involved in accepting or acting upon instructions from the Owner or others, except instructions transmitted through the Engineer or himself.

- d. SECTION NOT USED
- e. SECTION NOT USED
- f. Interpretation of Contract Documents - Transmit to the Contractor the Engineer's clarifications and interpretations of the Contract Documents.
- g. Modifications - Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.
- h. Records -
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Agreement, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (2) Keep a diary or logbook, recording hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
 - (3) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major Suppliers of equipment and materials.
- i. Reports -
 - (1) Furnish Engineer periodic reports as required of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- j. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site.
- k. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the Engineer for his review and forwarding to the Owner prior to final acceptance of the Project.

1. Completion -

- (1) Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- (2) Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare a final list of items to be corrected.
- (3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

2.33.04 Except upon written instructions of the Engineer, the Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's superintendent.
- c. Expedite Work for the Contractor.
- d. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- f. Authorize the Owner to occupy the Project in whole or in part.
- g. Participate in specialized field or laboratory tests.

SECTION 2.34
of
GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

2.34.01 The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or Agreement for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, defend and indemnify the Owner, the Engineer, and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the Owner, the Contractor shall bear all costs arising therefrom.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. Wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by the contract, shall be not less than the prevailing rate for a day's work in the same trade or occupation on the locality within the State where the work hereby contemplated is to be performed as determined by the State of California Director of Industrial Relations pursuant to his authority under Labor Code section 1720 et. seq. Each laborer, worker, or mechanic employed by a Contractor or by any Subcontractor shall receive the wages herein provided for. The Contractor shall pay up to two hundred (\$200.00) per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to the worker. NOTE: an error on the part of the awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code section 1720 – 1781 and 1813 – 1815.
- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the Owner, forfeit up to twenty-five (25) Dollars for each workman employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the base rate of pay (or 2 times base rate on Sunday/Holidays), in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is responsible for compliance with Labor Code Section 1777.5 and the California Code of Regulations 230 – 230.2 for all apprenticeable occupations, whether employed by the Contractor or by the Subcontractors. Included in these requirements is the Contractor's requirement to provide notification to the appropriate apprenticeship committees, pay training fund contributions, utilize apprentices in a minimum ratio of not less than once apprentice for each five journeyman hours (unless an exception is granted in accordance with Labor Code 1777.5) and/or request for the dispatch of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Willful violations of Section 1777.5 will result in a forfeiture of \$100.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

- f. Attention is directed to the provisions of Labor Code 1725.5 requiring all contractors and subcontractors who bid or work on a public works project to be registered with the Department of Industrial Relations (DIR) via its online portal: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

2.34.02 In the event of any legal or equitable proceeding to enforce the terms or conditions of this Agreement, the parties agree that venue shall be in the judicial district in which the office of the Owner is located.

2.34.03 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

All clauses contained in the Contract Documents shall be interpreted in a manner, which renders them valid under applicable provisions of State, and Federal law where a consistent interpretation is possible.

2.34.04 In the event any arbitration proceeding, administrative proceeding or litigation in law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions or performance of this Agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and the costs of the proceeding, which shall be determined by the Court or the presiding officer at the proceeding, authorized to make a determination of the issues at the hearing level, or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

If any party to this Agreement becomes a party to any litigation, administrative proceeding or arbitration concerning the enforcement or interpretation of the provisions of this Agreement or the performance of this Agreement by reason of any act or omission of another party or authorized representatives of another party to this Agreement and not by any act or omission of the party that becomes a party to that proceeding or any act or omission of its authorized representatives, the party that causes another party to become involved in the proceeding shall be liable to that party for reasonable attorney fees and costs of the proceeding incurred by that party in the proceeding. The award of reasonable attorney fees and costs shall be determined as provided above.

In the event opposing parties have each prevailed on one or more causes of action actually contested or admitted by pleadings or prehearing documents on file, the presiding officer may offset such fees and costs between prevailing parties after considering the necessity of the proceeding and the importance of the issue or issues upon which a party has prevailed.

2.34.05 It shall be the responsibility of the contractor to maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code 1776, and to insure that each subcontractor on the project also complies with all provisions of Labor Code 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall submit to the Agency's designated Labor Compliance Officer a copy of Certified Payroll Records as enumerated by Labor Code 1776 for the Contractor's, as well as Subcontractor's, employees working on the project work. The Agency shall make no payment to the Contractor until the certified records are received by the Agency's designated Labor Compliance Administrator/Department/Division. Each contractor performing work under contract shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Contractor and Subcontractor shall keep accurate project records such as Daily Logs and Reports and may be asked to provide copies of such records per the State of California Public Records Act, Government Code section 6250 – 6276.48. Pursuant to SB854, all public works contractors and subcontractors shall also furnish electronic certified payroll records directly to the Labor Commissioner. For all projects awarded on or after April 1, 2015, the contractors and

subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the contractor and/or subcontractor and the name, address and telephone number of all employees do not appear on the modified records.

Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten (10) days of the date a written request for payroll records has been received.

Failure of contractor to comply with any provision of this Section or Labor Code 1776 within ten (10) days of the date a written request for compliance is received shall result in a forfeiture of up to one hundred dollars (\$100.00) per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the Owner shall withhold penalties under this Section or Labor Code 1776 from the contractor's progress payments then due.

2.34.06 By entering into this contract or any subcontract pursuant to this contract, the Contractor and each Subcontractor who performs work or supplies goods, services or materials hereby offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Federal or State Anti-Trust Law, including, but not limited to, any Anti-Trust action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this contract or any related subcontract. This assignment is made and becomes effective at the time the awarding body tenders final payment to the Contractor shall insure that a comparable provision is included in all subcontracts at all tier levels which are executed pursuant to this prime contract. Contractor shall have the rights set forth in Section 4553 and 4554 of the Public Contract Code.

SECTION 2.35
of
GENERAL CONDITIONS

REMOVAL, RELOCATION OR PROTECTION
OF EXISTING UTILITIES

2.35.01 SECTION NOT USED

2.35.02 SECTION NOT USED

2.35.03 SECTION NOT USED

2.35.04 SECTION NOT USED

2.35.05 SECTION NOT USED

SECTION 2.36
of
GENERAL CONDITIONS

ANTI-TRUST CLAIMS

2.36.01 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

SECTION 2.37
of
GENERAL CONDITIONS

TERMINATION FOR CONVENIENCE
OF OWNER OR UPON BREACH OF CONTRACT

2.37.01 The performance of work under this contract may be terminated by Owner in accordance with this clause in whole or from time to time in part whenever Owner or Owner's Representative determines that such termination is in the best interest of Owner. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

2.37.02 After receipt of a Notice of Termination, except as otherwise directed by Owner or Owner's Representative, Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for the completion of such portion of work under the contract as is not terminated,
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- d. Assign to Owner in the manner, at the times, and to the extent directed by Owner or Owner's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent Owner may require,
- f. Transfer title and deliver to Owner, in the manner, at the times, and to the extent, if any, directed by Owner (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to Owner,
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Owner or Owner's Representative any property of the types referred to in f. above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under the conditions prescribed by and at the prices approved by Owner or Owner's Representative. The proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by Owner to Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Owner or Owner's Representative may direct,

- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of Owner,
- i. Take such action as Owner or Owner's Representative may direct for the protection and preservation of the property related to this contract which is in the possession of Contractor and which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to Owner his termination claim, in the form and with certification prescribed by Owner or Owner's Representative. This claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner or Owner's Representative upon Contractor's written request within such three (3) month period or any authorized extension of the three (3) month period. Owner may deny or grant the request for an extension of time as Owner may determine in its sole discretion. Owner's decision to grant or deny the extension shall be final and binding on all parties to this contract. Upon failure of Contractor to submit his termination claim within the time allowed, Owner or Owner's Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to Contractor the amount so determined.

2.37.03 Contractor and Owner may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided an agreement, in writing, has been reached within three months following the date the termination notice has become effective.

In the event Contractor and Owner are unable to agree on the termination price, Owner shall pay to Contractor the amount determined by Owner or Owner's Representative, in its sole discretion, to be fair and equitable under the circumstances excluding amounts Owner and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this contract which exceeds the total contract price reduced by the amount of payments otherwise made and further reduced by the contract price of work not terminated, by the fair value, as determined by Owner or Owner's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the contract, by any claim which Owner may have against Contractor in connection with this contract, by the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered or credited to Owner, and by estimated or actual costs to correct Contractor's work which Owner or Owner's Representative, in its sole discretion, determines to be defective. The decision of Owner or Owner's

Representative to determine the proper termination amounts shall be final and binding on all parties to this contract.

2.37.04 Unless otherwise provided for in this contract, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to Owner at all reasonable times at the office of Contractor, and without charge of any kind to Owner, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this contract. For this purpose, Contractor specifically consents to allow Owner to receive such copies of Contractor's tax returns as Owner may deem necessary to verify Contractor's costs.

2.37.05 In the event Owner terminates the contract in whole or in part due to the failure of Contractor, its agents, servants, employees or subcontractors to perform any work in the time or manner designated in the contract documents, Owner shall immediately serve written notice of the Termination upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within ten (10) days after the serving upon it of a notice of termination does not give the Owner written notice of his intention to take over and perform the contract or does not commence performance thereof within thirty (30) days from the date of serving said notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method he may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess costs or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that the Owner elects to complete by furnishing his own employees, materials, tools and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

2.37.06 In the event Owner terminates the contract as a result of a breach of any contract terms by Contractor, its agents, servants, employees or subcontractors, if the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Excessive costs not paid by Contractor or its Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of fifteen percent (15%) per annum or the maximum rate authorized by California law, whichever is lower.

SECTION 2.38
of
GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

2.38.01 Responsibility of Job Site Conditions

Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the Owner or the Engineer.

2.38.02 Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20103.5) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

SECTION 2.39
of
GENERAL CONDITIONS

PUBLIC CONTRACT CODE SECTIONS
20103.5 – 20207.7

The following Public Contract Code Sections are included for information.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the local agency shall, within thirty (30) days, schedule a meet-and-confer conference for the purpose of resolving the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision

(a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as, otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgement. The interest shall begin to accrue on the date the suit is filed in a court of law.

As stated in subdivision (c) of Section 20104, any contract entered into on or after January 1, 1991, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

20207.7. Unless the amount involved in the purchase at any one time of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board may purchase the articles without the necessity of advertising or lettering contracts. Where the cost of any articles for which no contract has been entered into exceeds ten thousand dollars (\$10,000), the board shall advertise for sealed bids for furnishing the district the articles. In the matter of advertising, opening and accepting bids, and the letting of contracts, the board shall proceed in all respects in the manner and form provided in the case of contracts for annual supplies.