

**Contract Documents
EXHIBIT LIST**

A	Performance Bond Form
B	Payment Bond Form
C	Contractors' Bid [Note: to be added]
D	WMDVBE and Local Resources Utilization Plans [Note: to be added]
E	Work Change Directive Form
F	Change Order Form
G	List of Required Additional Insureds
H	Insurance Requirements
I	Project Team Member List and Key Personnel [Note: to be added]
J	Conditional Waiver and Release on Progress Payment Form
K	Conditional Waiver and Release Final Payment Form
L	Affidavit of Payment to Subcontractors Form

Exhibit A
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____,
having an office at _____, as Principal, hereinafter
called CONTRACTOR, and _____,
having an office at _____, as Surety, hereinafter
called Surety, are held and firmly bound unto the _____ **(Water Company name)**
_____, having an office at **(Water
Company address)**, as Obligee, hereinafter called OWNER, for the use and benefit of claimants as
hereinbelow defined, in the amount of _____ (\$ _____), for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors,
administrations, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20____, entered into a
Contract with the OWNER for the construction of the project entitled **(Project Title)**, in accordance with
Drawings and Specifications prepared by **(Engineer or Engineer's consultant as appropriate)**, which
Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it
shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of Contract Times made by the
OWNER.

Whenever CONTRACTOR shall be and declared by OWNER to be in default under the
Contract, the Surety shall promptly remedy the default. If the OWNER terminates the Contract for such
default, the following precautions shall govern the liability of the CONTRACTOR and the Surety
hereunder.

In the event of such termination, the CONTRACTOR and the Surety shall remain fully liable to
the OWNER for the CONTRACTOR'S failure to timely complete the Contract, any additional costs
incurred by the OWNER in completing the Contract, and liquidated damages from the originally
scheduled completion date to the date of the actual completion of the work by the OWNER.

In the event of such termination, the Surety company may elect to take over and complete
performance of the Contract by giving written notice to the OWNER of such determination within seven
(7) days of the OWNER'S mailing of notice of termination to the Surety and actually commencing
completion with fourteen (14) days of the OWNER'S notice to the Surety. The Surety shall fully
complete the work by the originally scheduled date of completion and the CONTRACTOR and the
Surety shall remain liable to the OWNER for all damages sustained by the OWNER and for liquidated
damages for delay.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or before the expiration of two (2) years from the Date of Substantial Completion of the Project, whichever is later.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____, 20__.

WITNESS:

(Witness)

CONTRACTOR (SEAL)

By _____

Title _____

WITNESS:

(Witness)

(Name of Surety) (SEAL)

By _____

(Attach Power of Attorney)

Title _____

Exhibit B
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____,
having an office at _____, as Principal, hereinafter
called CONTRACTOR, and _____,
having an office at _____, as Surety, hereinafter
called Surety, are held and firmly bound unto the _____
(Water Company name)
_____, having an office at **(Water**
Company address), as Obligee, hereinafter called OWNER, for the use and benefit of claimants as
hereinbelow defined, in the amount of _____ (\$_____), for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors,
administrations, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20____, entered into a
Contract with the OWNER for the construction of the project entitled **(Project Title)**, in accordance with
Drawings and Specifications prepared by **(Engineer or Engineer's consultant as appropriate)**, which
Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
CONTRACTOR shall promptly make payment of all claimants as hereinafter defined, for all labor and
material used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the CONTRACTOR or with a
Subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use
in the performance of the Contract, labor and material being construed to include that part of water,
gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to
the Contract.
2. The above named CONTRACTOR and Surety hereby jointly and severally agreed with the OWNER
that every claimant as herein defined, who has not been paid in full before the expiration of a period
of ninety (90) days after the date on which the last of such claimant's work or labor was done or
performed, or materials were furnished by such claimant, may sue on this bond for the use of such
claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant,
and have execution thereon. The OWNER shall not be liable for the payment of any costs or
expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the CONTRACTOR, shall
have given written notice to any two of the following: the CONTRACTOR, the
OWNER or the Surety above named, within ninety (90) days after such claimant did or
performed the last of the work or labor, or furnished the last of the materials for which

said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b. After the expiration of one (1) year following the date on which CONTRACTOR ceased Work on said Contract or after the expiration of one (1) year following the Date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, on any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20__.

WITNESS:

(Witness)

CONTRACTOR (SEAL)

By _____

Title _____

WITNESS:

(Witness)

(Name of Surety) (SEAL)

By _____

(Attach Power of Attorney)

Title _____

Exhibit E
WORK CHANGE DIRECTIVE

No. _____

PROJECT: _____ DATE OF ISSUANCE: _____

OWNER: _____
(Name, _____
Address): _____

CONTRACTOR: _____
(Name, _____
Address): _____

ENGINEER: _____

You are directed to proceed promptly with the following change(s):

Description: _____

Purpose of Work Directive Change: _____

Attachments: (list documents supporting change) _____

If a claim is made that the above change(s) have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in
Contract Price:

- Time and materials
- Unit prices
- Cost plus fixed fee
- Other _____

Contract Times:

- Contractor's records
- Engineer's records
- Other _____

Estimated increase (decrease) in
Contract Price: \$ _____

Estimated increase (decrease) in
Contract Times: _____ days.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

RECOMMENDED:

by _____
Engineer

AUTHORIZED:

by _____
Owner

Exhibit F
CHANGE ORDER

Owner: California-American Water Company
Contractor: _____
Project: _____

No. _____
Issue Date: _____
P/BusUnit: _____

ITEM NO.	DESCRIPTION OF THE CHANGE	COST INCREASE	COST DECREASE
	SUB-TOTAL:		

EXHIBIT G

List of Required Additional Insureds

1. California-American Water Company
2. AECOM
3. [Insert as applicable]

Coverage to include the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds.

EXHIBIT H

Insurance Requirements

Minimum Insurance Limits and Coverage Requirements.

1. **Commercial General Liability:** \$1,000,000 per occurrence Combined Single Limits
\$1,000,000 General Aggregate
\$1,000,000 Products and Completed Operations
Aggregate

CGL ISO 1996 or later Occurrence form including Premises and Operations Coverage, Products and Completed Operations, Coverage for Independent Contractors, Personal Injury Coverage and Blanket Contractual Liability, and Contractor's Protective Liability if the Contractor subcontracts to another all or any portion of the Work.

2. **Workers Compensation:**

- A. Applicable Federal or State Requirements: Statutory minimum
- B. Employer's Liability
Each Accident - \$1,000,000
Policy Limit - \$1,000,000
Disease
Each Employee - \$1,000,000
Disease
- C. Other States insurance

The Workers' Compensation policy shall also include U.S. Longshoremen and Harbor Workers' Compensation Act Coverage, if any Work shall be done over or within 100 feet of any body of water, or otherwise at the sole discretion of the Owner. It shall also provide maritime (Jones Act) coverage if a boat or vessel of any type is to be used.

3. **Automobile Liability**

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

Bodily Injury and Property	\$1,000,000 each accident
Damage Liability	Combined Single Limits

4. Umbrella Liability \$50,000,000 each occurrence and

annual aggregate in excess of Employer's Liability, General Liability and Automobile Liability (no more restrictive than the underlying insurance).

5. Environmental Impairment Liability (EIL) or Pollution Liability insurance

Covering losses caused by pollution conditions that arise from the operations of Contractor described in this Contract. This insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$5,000,000 per claim with an annual aggregate of at least \$5,000,000.

6. Professional Liability

Professional Liability or Errors and Omissions insurance acceptable to Owner covering Contractor's liabilities for loss due to error, omission, negligence, mistakes, or failure to take appropriate action in the performance of business or professional duties of Contractor's employees and subcontractors in the amount of at least \$5,000,000 per claim and in the aggregate shall be procured and maintained during the contract term and for a period of at least one (1) year after completion of the contract evidenced either by renewal of the policy for one year or by endorsement or addition of an Extended Reporting (or Discovery) Period for at least one year following the policy expiration date. Policy shall be endorsed to provide contingent bodily injury and property damage liability coverage.

Exhibit J

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:

Amount(s) of unpaid progress payment(s): \$

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

Exhibit K

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

EXHIBIT L

**AFFIDAVIT OF PAYMENT TO SUBCONTRACTORS
PROGRESS PAYMENT**

The undersigned warrants that the monies received from this progress payment have been or will be used to promptly pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the job of California-American Water Company

located at _____,
up to the date of this waiver.

Dated: _____
_____ Company Name

By: _____
Name and Title

**AFFIDAVIT OF PAYMENT TO SUBCONTRACTORS
FINAL PAYMENT**

The undersigned warrants that the monies received from this final payment have been or will be used to promptly pay in full all of laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the job of California-American Water Company

located at _____:

Dated: _____
_____ Company Name

By: _____
Name and Title