

EXHIBIT LIST
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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 Oblige, 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 C

Contractor's Bid

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 in Contract Price:	of Method of determining change in	determining	change
<input type="checkbox"/> Time and materials		Contract Times:	
<input type="checkbox"/> Unit prices		<input type="checkbox"/> Contractor's records	
<input type="checkbox"/> Cost plus fixed fee		<input type="checkbox"/> Engineer's records	
<input type="checkbox"/> Other _____		<input type="checkbox"/> 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:

AUTHORIZED:

by _____
Engineer

by _____
Owner

Exhibit F
CHANGE ORDER

Owner: California-American Water Company

No. _____

Contractor: _____

Issue Date: _____

Project: _____

P/BusUnit: _____

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

EXHIBIT K

List of Required Additional Insureds

1. California-American Water Company
2. Michael Baker International, Inc.
3. [Any additional TBD]

DRAFT

EXHIBIT L

Insurance Requirements

GC 5.04 Contractor's Insurance is hereby supplemented to include the following:

The limits of liability for insurance required by General Conditions paragraph 5.04 are as shown on the attached ACORD sample Certificate of Insurance.

Insurance Requirements.

(A) At no expense to American Water (hereinafter referred to as Company), Contractors and subcontractors shall, at its expense, obtain and keep in force during the term of this Agreement, and any renewals or extensions hereof, the following minimum insurance limits and coverage during the term of the agreement/contract to cover his legal liability to third parties in accordance with the Conditions of Contract. The insurance coverage limits stated below are minimum coverage requirements, not limitations of liability, and shall not be construed in any way as Owner's acceptance of the responsibility of the Contractor:

- | | |
|---|--|
| 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 |

Occurrence form including Premises and Operations Coverage, Products and Completed Operations, Coverage for Independent Contractors, Personal Injury Coverage and Blanket Contractual Liability. Contractor's Protective Liability if the Contractor subcontracts to another all or any portion of the Work. Completed Operations shall be maintained for a period of ten (10) years following Final Completion. The renewal of each annual policy shall include a three year extension of Completed Operations coverage.

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. Voluntary workers compensation insurance covering all employees not subject to the applicable workers compensation act or acts. | |

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 Company. 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 occurrence
Damage Liability	Combined Single Limits

4. Umbrella Liability \$9,000,000 each occurrence and annual aggregate in

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

The minimum liability limits required may be satisfied through the combination of the primary General Liability, Employer's Liability, and Automobile Liability limits with an Umbrella Liability policy, with coverage no more restrictive than the underlying insurance, providing excess limits at least equal to or greater than the combined primary limits.

All Commercial General Liability including completed operations-products liability coverage and Automobile liability insurance shall designate Owner and Company, its parent, affiliates and subsidiaries, its directors, officers and employees as Additional Insured. All such insurance should be primary and non-contributory, and is required to respond and pay prior to any other insurance or self-insurance available to Owner and Company. In addition to the liability limits available, such insurance will pay on behalf or indemnify Owner and Company for defense costs. Any other coverage available to the Owner and Company applies on a contingent and excess basis. Such insurance shall include appropriate clauses pursuant to which the insurance companies shall waive its rights of subrogation against Owner and Company.

Contractor and subcontractors shall furnish prior to the start of work, certificates or adequate proof of the foregoing insurance including, if specifically requested by Company, copies of the endorsements and insurance policies naming Owner and Company as an Additional Insured. Current certificates of insurance shall be provided prior to the commencement of work and be maintained until completion of the contract. Owner shall be notified in writing at least thirty (30) days prior to cancellation of or material change in a policy. Carriers providing coverage will be rated by A.M. Best with at least an A- rating and a financial size category of at least Class VII. Such cancellation or material alteration shall not relieve

Contractor of its continuing obligation to maintain insurance coverage in accordance with this contract.

(B) If Contractor shall fail to procure and maintain said insurance, Owner or Company, upon written notice, may, but shall not be required to, procure and maintain same, but at the expense of Contractor. In the alternative, Owner or Company may declare a default hereunder and, unless such default is timely cured, terminate the Lease. Unless and until the default is cured, neither Contractor nor its servants, employees or agents will be allowed to enter upon the Premises.

ACORD		CERTIFICATE OF INSURANCE			ISSUE DATE:	
PRODUCER VENDOR'S INSURANCE BROKER AND ADDRESS <hr/> INSURED [I. A. APPLICABLE TO MAJOR PLANT CONSTRUCTION AND EXPANSION] VENDOR/CONTRACTOR/TRADE Address		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY LETTER A. ABC INSURANCE COMPANY				
		COMPANY LETTER B. XXX INSURANCE COMPANY				
		COMPANY LETTER C. YYY INSURANCE COMPANY				
		COMPANY LETTER D.				
		COMPANY LETTER E				
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input checked="" type="checkbox"/> PER PROJECT AGG. <input checked="" type="checkbox"/> CGL FORM #	CGL1234	1/1/2008 or Current	1/1/2009 or 1 year from Current Effective Date	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ 1,000,000 PERSONAL & ADV. INJURY EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one Fire) \$ 1,000,000 MED. EXPENSE (Any one person) \$ 300,000 \$ 10,000	
A.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> COMP DED \$500 <input checked="" type="checkbox"/> NON-OWNED AUTOS	AL5678	1/1/2008 or Current	1/1/2009 or 1 year from Current Effective Date	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$ \$	
B.	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	XS 9876	1/1/2008 or Current	1/1/2009 or 1 year from Current Effective Date	EACH OCCURRENCE AGGREGATE \$9,000,000 \$9,000,000	
A	WORKER'S COMPENSATION AND EMPLOYERS LIABILITY	WC 5432	1/1/2008 or Current	1/1/2009 or 1 year from Current Effective Date	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
	OTHER				Personal Property: \$250,000 Deductible:	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (Reference Project Location or Contract No.) Certificate holder is included as Additional Insured, except for workers compensation, with respect to liability arising out of the named insured's operations as required by written contract. Any coverage afforded to the Additional Insured shall apply as primary and not excess to any other insurance or self insurance available to Additional Insured. Waiver of Subrogation shall apply to all insurance.						
CERTIFICATE HOLDER				CANCELLATION		
American Water Works Service Company, Inc., its subsidiary and affiliated companies 4701 Beloit Drive Sacramento, CA 95838				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <hr/> AUTHORIZED REPRESENTATIVE		
ACORD 25-S (7/90)				INS 4 of 4		
ACORD CORPORATION 1990						

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 Q

**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

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:
