

## TICO MUTUAL WATER COMPANY CONSOLIDATION

### LOCATED IN OJAI, CALIFORNIA

MAKE BID GUARANTEE TO VENTURA RIVER WATER DISTRICT.  
USE FORM PROVIDED (SEE INSTRUCTION TO BIDDERS).

SPECIFICATION INCLUDING MAP IN THE APPENDIX.

**THERE WILL BE A MANDATORY PRE-BID MEETING OCTOBER 16, 2025 AT 9:00 A.M. AT THE VRWD HEADQUARTERS AT 409 OLD BALDWIN ROAD, OJAI, CA.**

BID OPENING WILL BE **WEDNESDAY, NOVEMBER 5, 2025 at 3:30 PM** at/to 409 OLD BALDWIN ROAD, OJAI, CA 93023

COMPLETION TIME IS **90 WORKING DAYS** (SEE GREENBOOK SECTION 6-3).

LIQUIDATED DAMAGES WILL BE \$250.00 PER CALENDAR DAY. (SEE GREENBOOK SECTION 6-9).

CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED IS CLASS A.

LIABILITY INSURANCE CLASS REQUIRED PER SECTION 5-4.2.

THE DISTRICT IS ALLOWED 60 DAYS TO AWARD A CONTRACT. (SEE: SECTION 1.7)

NUMBER OF CALENDAR DAYS BETWEEN CONTRACT AWARD AND STARTING DATE OF CONTRACT TIME IN ACCORDANCE WITH SECTION 6-1.2: **15 DAYS**

| BIDDER SHALL COMPLETE |                           |           |       |
|-----------------------|---------------------------|-----------|-------|
| NAME:                 | Cedro Construction Inc.   |           |       |
| MAILING ADDRESS:      | 120 E. Santa Maria Street |           |       |
| CITY:                 | Santa Paula               | STATE:    | CA    |
|                       |                           | ZIP CODE: | 93060 |
| TELEPHONE NUMBER:     | 805-525-0599              |           |       |

## PROPOSAL

I, the person whose signature is affixed to the last page of this proposal, submit this proposal to the Board of the VENTURA RIVER WATER DISTRICT and hereby declare:

1. That I have read this proposal and have abided by and agree to the conditions herein and have carefully examined the project plans and read the specifications and do hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums named in the Schedule of Work and Prices.

2. That the addenda indicated on the last page of this proposal are acknowledged.

3. That I, the bidder, as Principal, acknowledges myself as being bound by the attached bond or other acceptable bid guarantee.

#### 4. NON-COLLUSION DECLARATION

That the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name Cedro Construction Inc.

THIS PAGE INTENTIONALLY LEFT BLANK

# PROPOSAL

# TICO MUTUAL WATER COMPANY CONSOLIDATION

## BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes ☐

No ☒

2. If yes, explain the circumstances:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Bidder's Signature

THIS PAGE INTENTIONALLY LEFT BLANK

**INSURANCE REQUIREMENTS**  
**[MUST BE SUBMITTED WITH PROJECT PROPOSAL]**

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

| <u>Type of Insurance</u>      | <u>Limits</u>          |
|-------------------------------|------------------------|
| Commercial general liability: | \$2,000,000            |
| Business automobile liability | \$1,000,000            |
| Workers compensation          | Statutory requirement. |

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88, or equivalent. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the District, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the District will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon 30 days prior written notice to the District.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

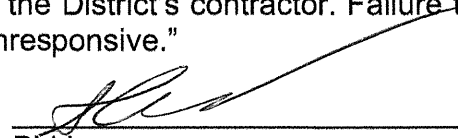
The bidder must furnish to the District duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the District from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide 30-day notice of any cancellation of coverage. Unless otherwise authorized by the District, the bidder will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" in any notice provisions. Determinations regarding compliance with the Ventura River Water District's Insurance Policies are made by the District General Manager, or designee.

Should a bidder seek to utilize an umbrella insurance policy to meet the District's insurance requirements, then it must submit a copy of its insurance policy with its bid. Such insurance policy may be labeled "Confidential – Proprietary Information" and will be utilized by the District solely to determine whether the insurance is equivalent to that required by the District's Insurance Policies.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the District's contractor. Failure to return this form may render the bidder's proposal "nonresponsive."

11/03/2025

Date

  
Bidder

## BID

### BID TO: VENTURA RIVER WATER DISTRICT, CALIFORNIA

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the District in the form included in the Contract Documents (as defined in Article 4 of the Agreement) to perform the Work as specified or indicated in said Contract Documents entitled:

**FOR CONSTRUCTION OF  
TICO MUTUAL WATER COMPANY CONSOLIDATION  
IN THE VENTURA RIVER WATER DISTRICT  
DISTRICT PROJECT NO. 2025-03**

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and the Instructions to Bidders dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and all Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents, including the following Addenda (receipt of which is hereby acknowledged):

|                 |                        |
|-----------------|------------------------|
| Number <u>1</u> | Date <u>10/24/2025</u> |
| Number <u>2</u> | Date <u>10/31/2025</u> |
| Number _____    | Date _____             |
| Number _____    | Date _____             |

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions, before commencing the performance of the Work of this Contract.

To all the foregoing, and including all Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, and Bid Bond contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the aforementioned Bidding Schedule(s).

Dated: 11/02/2025

Bidder: Cedro Construction Inc.  
By:   
(Signature)  
Title: President

VENTURA RIVER WATER DISTRICT  
409 Old Baldwin Road  
Ojai, California 93023  
(805) 646-3403 • FAX (805) 646-3860

---

**TICO MUTUAL WATER COMPANY CONSOLIDATION PROJECT  
SPEC. NO. 2025-03  
DATE: 10/24/2025 (Re-Bid)**

**ADDENDUM NO. 1**

The following additions and/or corrections shall become a part of the Contract Documents and Specifications for the above-named project.

**NOTICE: The Bid Date and Time remain the same: Wednesday, November 5, 2025 at 3:30PM**

When submitting a bid for the project, this Addendum shall be acknowledged in writing as part of the proposal and a signed copy of the Addendum shall be included in the bid package.

This addendum includes the following:

**CLARIFICATIONS & REVISIONS TO THE PROJECT TECHNICAL SPECIFICATIONS**

**AD1-1.** Attached is the Pre-Bid Meeting Sign-in Sheet for your records (Attachment 1).

**CLARIFICATIONS**

**AD1-2. QUESTION:** Clarify Caltrans permit costs to contractor.

**RESPONSE:** The District has applied for and has procured the Caltrans permit for the project for the two bore/jack pipeline installations on SR 33. The District paid the associated fees for the permit. The Contractor will have to pay for and prepare traffic control plans as required in the encroachment permit as well as provide the required information as noted in the encroachment permit. The cost of the Caltrans permit inspector will be covered by the fee the District already paid. The District is also obtaining and paying for the County of Ventura encroachment permit and associated fees. The Contractor will be required to comply with their permit requirements.

**AD1-3. QUESTION:** Is the temporary highline at alley pipeline required?

**RESPONSE:** The temporary highline is required. The existing residences on the existing 6 inch diameter alley pipeline are connected to the Casitas MWD service. This project will require that new services are installed, complete and tested. Once that work is completed, the water from Casitas will be isolated and the VRWD pipeline connection made. The residents will be required to connect to the VRWD meter. The temporary highline will require that the existing water service is located, potholed and a connection made to the highline so the customer can

continue to be served the Casitas MWD water while the connections are being made to the new VRWD services.

**AD1-4. QUESTION:** Clarify the abandonment of the existing pipelines.

**RESPONSE:** Abandonment of existing water pipelines is not anticipated as part of this project.

**AD1-5. QUESTION:** Clarify if the alley is to be repaved.

**RESPONSE:** Only the trench in the alley is to be repaved as part of this project.

**AD1-6. QUESTION:** Clarify if additional potholes are required in the bore/jack areas.

**RESPONSE:** Refer to Drawings C-04 and C-05 for existing utilities that require potholing as part of this project.

### **SPECIFICATIONS**

**AD1-7. REPLACE** Specification Section 907-2 Pavement Replacement Schedule in its entirety with the following:

“The pavement section in the private alley is unknown and in poor condition. Paving of the alley is not included in this project. Repaving of the trench shall follow Detail A on Drawing No. C-08.”

### **ATTACHMENTS: 1 – Pre-Bid Meeting Sign-In Sheet**

If you have any questions regarding the specifications or this addendum, please call Alma Quezada at (805) 646-3403.

Date: 10/24/2025



---

Alma Quezada, P.G.  
General Manager  
Ventura River Water District

**VENTURA RIVER WATER DISTRICT  
TICO CONSOLIDATION PROJECT  
PRE-BID JOB WALK**

ADDENDUM 1  
Attachment 1

| Name                 | Company               | Phone Number   | Email                               |
|----------------------|-----------------------|----------------|-------------------------------------|
| Pedraza              | Cedex Construction Tr | 805-505-7341   | Cedexconstructiontr@com             |
| Jonathan Castellanos | Aguilera Brothers     | 805 814 5360   | jcastellanos@aaguileralbrothers.com |
| Gabriel Viera        | Aguilera Brothers     | (805) 299-6722 | gvierra@aaguileralbrothers.com      |
| Adrian Adame         | United Rentals        | 805-832-5959   | adame2@UR.com                       |
| Juan Vega            | J Vega Engineering    | 805-479-6563   | jvegaengineering@yahoo.com          |
| Bert Franklin        | Toko                  | 805-814-2362   | Bert@TokoEnterprises.com            |
| TYLER TRAVIS         | TRAVIS AG. CONST.     | 805-794-8416   | TYLER@TRAVISAG.COM                  |
| Darin Pashuk         | Sam Hill & Sons, INC. | 805-644-6218   | Estimating@SamHillPsons.com         |
|                      |                       |                |                                     |
|                      |                       |                |                                     |
|                      |                       |                |                                     |
|                      |                       |                |                                     |
|                      |                       |                |                                     |
|                      |                       |                |                                     |

VENTURA RIVER WATER DISTRICT  
409 Old Baldwin Road  
Ojai, California 93023  
(805) 646-3403 • FAX (805) 646-3860

---

**TICO MUTUAL WATER COMPANY CONSOLIDATION PROJECT**  
**SPEC. NO. 2025-03**  
**DATE: 10/31/2025 (Re-Bid)**

**ADDENDUM NO. 2**

The following additions and/or corrections shall become a part of the Contract Documents and Specifications for the above-named project.

**NOTICE: The Bid Date and Time remain the same: Wednesday, November 5, 2025 at 3:30PM**

When submitting a bid for the project, this Addendum shall be acknowledged in writing as part of the proposal and a signed copy of the Addendum shall be included in the bid package.

This addendum includes the following:

**REVISIONS TO THE PROJECT BID FORMS**

**BID FORMS**

**AD2-1** REPLACE Bidders General Information, Item 14 with the following:

“List Bank References (Bank and Branch Address):

Chase Bank 1302 State Street Santa Barbara

”

**ATTACHMENTS: N/A**

If you have any questions regarding the specifications or this addendum, please call Alma Quezada at (805) 646-3403.

Date: 10/31/2025



---

Alma Quezada, P.G.  
General Manager  
Ventura River Water District

THIS PAGE INTENTIONALLY LEFT BLANK

**UNIT PRICE BID SCHEDULE A**  
Schedule of Prices for the Construction of the:  
**TICO MUTUAL WATER COMPANY CONSOLIDATION**  
**DISTRICT PROJECT NO. 2025-03**  
in Ojai, California

| Item No. | Description                                                 | Estimated Quantity | Unit | Unit Price                     | Amount                         |
|----------|-------------------------------------------------------------|--------------------|------|--------------------------------|--------------------------------|
| 1.       | Mobilization/Demobilization                                 | 1                  | LS   | \$ <u>35,614<sup>00</sup></u>  | \$ <u>35,614<sup>0</sup></u>   |
| 2.       | Traffic Control, Postings, and Notifications                | 1                  | LS   | \$ <u>26,415</u>               | \$ <u>26,415</u>               |
| 3.       | 4-inch Dia C900 PVC Water Main and Fittings                 | 150                | LF   | \$ <u>316</u>                  | \$ <u>47,400</u>               |
| 4.       | 8-inch Dia C900 PVC Water Main and Fittings                 | 510                | LF   | \$ <u>765</u>                  | \$ <u>390,150</u>              |
| 5.       | Jack and Bore 6-inch PVC Water Main Under SR 33             | 1                  | LS   | \$ <u>217,660</u>              | \$ <u>217,660</u>              |
| 6.       | Jack and Bore 8-inch PVC Water Main Under SR 33             | 1                  | LS   | \$ <u>187,715<sup>00</sup></u> | \$ <u>187,715<sup>00</sup></u> |
| 7.       | Fire Hydrants                                               | 6                  | EA   | \$ <u>22,142</u>               | \$ <u>132,852</u>              |
| 8.       | Service Installations                                       | 39                 | EA   | \$ <u>7,124</u>                | \$ <u>277,836</u>              |
| 9.       | Pressure Testing, Disinfection, and Bacteriological Testing | 1                  | LS   | \$ <u>26,230</u>               | \$ <u>26,230</u>               |
| 10.      | Contractor's Redline Drawings                               | 1                  | LS   | \$ _____                       | \$1,000.00                     |

Cero Constnction Inc.

\_\_\_\_\_  
Name of Bidder or Firm

**TOTAL BID PRICE – FOR SCHEDULE A**

For the lump sum of

\$ 1,342,872<sup>00</sup>

(Price in figures)

One million Three Hundred and forty two thousand

(Price in words)

Eight hundred seventy two & 00/100-dollars

## QUANTITIES OF WORK:

The quantities of work or material stated in the unit price items of the Bid Schedule are supplied only to give an indication of the general scope of the Work. The Ventura River Water District does not expressly or by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule for the deleted item of Work.

Cedro Construction Inc.

---

Name of Bidder or Firm

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
Cedro Construction, Inc., Principal,  
 and Old Republic Surety Company  
 \_\_\_\_\_, Surety, are held and  
 firmly bound unto

**THE VENTURA RIVER WATER DISTRICT, Obligee,**

in the sum of Ten Percent of the total amount of the Bid for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a bid or proposal to Obligee on a contract for

**TICO MUTUAL WATER COMPANY CONSOLIDATION PROJECT**

NOW, THEREFORE, if that contract be awarded to principal and principal shall, within such time as specified, duly execute the contract in the prescribed form and deliver the same to obligee with all required bonds/performance securities, certificates of insurance and such other items as required in the bidding or contract documents then this obligation shall be null and void; otherwise to remain in full force and effect, and if the contract is awarded to principal and principal fails, within the time specified, to duly execute the contract in the prescribed form and deliver the same to obligee with all said required items, then surety shall pay obligee the full sum of this bond.

Surety, for value received, hereby agrees that no extension of time, change, alteration, modification, or addition to the bidding or contract documents, or of the work required thereunder, shall release or exonerate surety on this bond or in any way affect the obligation of this bond; and surety does hereby waive notice of same.

Signed, sealed and dated

November 3rd, 2025.

Cedro Construction, Inc.

(Principal)

by \_\_\_\_\_

(Seal)

Old Republic Surety Company

(Surety)

6 Jenner, Suite 230, Irvine, CA 92618

by \_\_\_\_\_

Attorney-in-Fact

Randy Spohn

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH  
 CORRESPONDENCE CONCERNING THIS BOND SHOULD BE  
 DIRECTED.

Telephone No. (213) 200-0922

Form PW-B-1



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Randy Spohn, Matthew R. Dobyns, Hamilton Kenney, Ashley M. Spohn of Santa Ana, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of August, 2022.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of August, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 7097



Signed and sealed at the City of Brookfield, WI this 3rd day of November, 2025

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of ORANGE

On November 3rd, 2025 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared RANDY SPOHN,



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



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

**WITNESS my hand and official seal.**

\_\_\_\_\_  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**  
**NAME OF PERSON(S) OR ENTITY(IES)**

\_\_\_\_\_  
\_\_\_\_\_

THIS PAGE INTENTIONALLY LEFT BLANK

## PROPOSAL

Contractor's Name: Cedro Construction Inc.

### List of Subcontractors and Off-Job Fabricators

Listing must comply with the provisions of Public Contract Code § 4104.

| Name of Subcontractor or Off-Job Fabricator | PWC DIR Number | CSLB Number | Address                              | Items of Work |
|---------------------------------------------|----------------|-------------|--------------------------------------|---------------|
| PaveCo                                      | 515002         | 100012272   | 5049 Bleeker St<br>Baldwin Park      | Car Paving    |
| Benher 3 Carrender                          | LS 7998        | 100001843   | 506 E. Main St<br>Sawd Park CA 93066 | Survey        |
| Phoenix Boring                              | 200<br>1115805 | 2000003378  | 20600378                             | Bore          |
|                                             |                |             |                                      |               |
|                                             |                |             |                                      |               |
|                                             |                |             |                                      |               |
|                                             |                |             |                                      |               |
|                                             |                |             |                                      |               |

If more space is needed, attach additional sheets.

Public Contract Code § 4104 provides that bidders must list:

- (a)(1) The name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of pipelines, streets or highways, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

**Per Public Contract Code §4104, Contractor's bidding on public projects are required to list above California contractor license numbers and DIR registration numbers for all subcontractor's performing work in excess of one-half of one-percent of the contract's value.**

THIS PAGE INTENTIONALLY LEFT BLANK

## BIDDER'S GENERAL INFORMATION

The Bidder must furnish the following information. Failure to complete all Items will cause the Bid to be non-responsive and will cause its rejection. Additional sheets may be attached as required.

1. BIDDER/CONTRACTOR'S Name and Street Address:

Cedro Construction Inc.  
120 East Santa Maria St.  
Santa Paula CA 93060

2. CONTRACTOR'S Telephone Number: ( 805 ) 525-0599  
Facsimile Number: ( 805 ) 525-0509  
Email address: cedroconstruction@outlook.com

3. CONTRACTOR'S License: Primary Classification Class A  
State License Number(s) 775943  
Supplemental License Classifications N/A

4. Surety Company and Agent who will provide the required Bonds on this Contract:  
Name of Surety Old Republic Surety Company: 6 Jenner, Irvine CA 92618  
Address RS Bonding & Insurance Agency: 1633 E. 4th Street , Santa Ana, CA 92701  
Surety Company Agent Randy Spohn  
Telephone Numbers: Agent ( 714 ) 541-4740 Surety ( 213 ) 200-0922

5. Type of Firm (Individual, Partnership or Corporation): Corporation

6. Corporation organized under the laws of the State of: California

7. List the names and addresses of the principal members of the firm or names and titles of the principal officers of the corporation or firm:  
Andrew Cedro President, Vice President Sectary and Treasure

**BIDDER'S GENERAL INFORMATION (Continued)**

8. Number of years experience as a contractor in this specific type of construction work: 25
9. List at least five related projects of comparable size and complexity completed to date (projects that include pipeline installation using cut and cover as well as having a bore/jack or directional drilling – trenchless construction component with a casing size greater or equal to this project):
1. Owner City of Anaheim Address 200 S. Anaheim Blvd. Anaheim Blvd. Anaheim  
Contact India Allen Class of Work Pipeline and Bore Under RailRoad  
Phone ( 858 ) 757-1124 Contract amount 2,700,000.00  
Date completed 5/15/2024  
Project (        ) N/A
2. Owner Los Angles County water works Address 900 S. Freemont Ave. Alhambra CA 91803  
Contact Martin Calixto Class of Work Water Line and water Service  
Phone ( 818 ) 256-6531 Contract amount 5,500,848.19  
Date completed 7/30/2025  
Project ( N/A )
3. Owner Santa Clarita water Agency Address 14725 Alton Parkway, Irvine CA 92618  
Contact William Seitz Class of Work water Line and Pump Station  
Phone ( 949 ) 300-9132 Contract amount 3,707,000.00  
Date completed 2/10/2021  
Project (        ) N/A
4. Owner City of Vernon Address 4503 S. Santa fe Springs Ave. Vernon CA 90058  
Contact Joanna Moreno PE Class of Work Install Water Pipe Line  
Phone ( 323 ) 323-583-8811 Contract amount 1,061,952.00  
Date completed 11/30/2021  
Project (        ) N/A
5. Owner Camarosa water District Address 7385 Santa Rosa Rd. Camarillo CA  
Contact Terry Curson Class of Work Bore and Pipeline under Highwav 101  
Phone ( 805 ) 482-8063 Contract amount 902,478.00  
Date completed 3/05/1999  
Project (        ) N/A

10. List at least five related projects of comparable size and complexity completed to date for the bore/jack subcontractor (if not acting as the general contractor on this project) with a casing size greater or equal to this project):

1. Owner Maverik Address 15280 Green Rd, Caldwell, ID 83607  
Contact Dan Rasmussen Class of Work 360' x 16" casing (water & sewer)  
Phone ( 208 ) 447-0306 Contract amount \$271k  
Date completed 9/23/25  
Project (        ) Maverik #573
2. Owner Fresno County Water Works Dist. 18 Address 17836 N Friant Rd, Friant, CA 93626  
Contact Mike Giersh Class of Work 71' x 24" casing (water)  
Phone ( 559 ) 479-0052 Contract amount \$44k  
Date completed 6/27/25  
Project (        ) Mira Bella Water Supply
3. Owner Sacramento Area Sewer Dist Address 10060 Goethe Rd Sacramento CA 95827  
Contact Martin Humbird Class of Work 55' x 24" RCP (sewer)  
Phone ( 530 ) 919-3899 Contract amount \$45k  
Date completed 6/16/25  
Project (        ) Linda Manor/Florin Town Septic to Sewer
4. Owner PG&E Address 300 Lakeside Dr Oakland, CA 94612  
Contact Tony Kim Class of Work 470' x 16" casing (gas)  
Phone ( 805 ) 300-2818 Contract amount \$71k  
Date completed 5/16/24  
Project (        ) Wolfe Rd Interchange Improvements
5. Owner New Braunfels Utility Address 1488 S Seguin Ave, New Braunfels, TX 78130  
Contact Desiree Medellin Class of Work 160' x 42" casing (water)  
Phone ( 830 ) 629-8400 Contract amount \$50k  
Date completed 11/30/23  
Project (        ) McQueeney Rd Waterline

11. List the name and title of the person who will supervise full-time the proposed work for your firm:

Robert Zillante

12. Is full-time supervisor an employee or contract services?

Employee

---

13. List the name and provide the project resume for the bore/jack supervisor on the project (if different than the individual listed in Item 11 above):

Robert Zillante

---

14. Attach a financial statement or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition may be required by the Engineer.

15. Name of the person who inspected the site of the proposed Work for the bidder:

Name: Andrew Cedro Date of Inspection: 11/01/2025



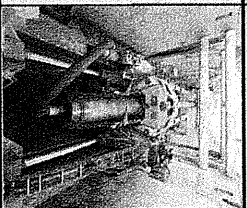
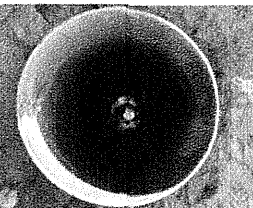
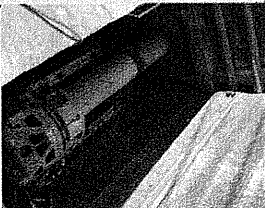
# PHOENIX

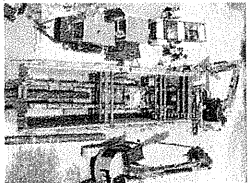
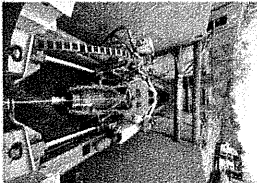
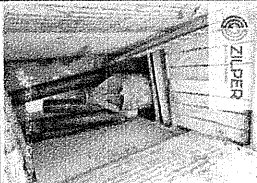


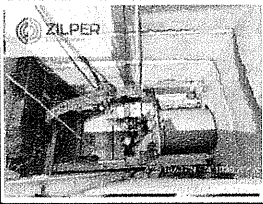
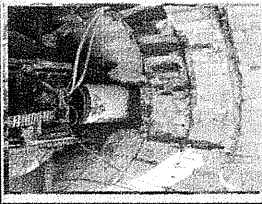
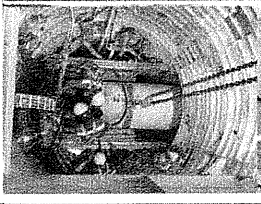
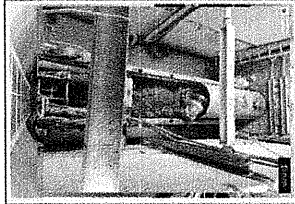
## BORING

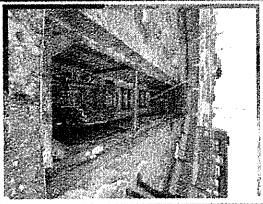
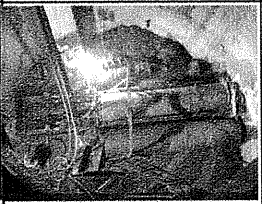
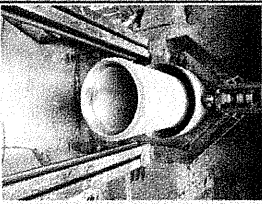
### Roberto Zillante: Jack & Bore Project Resume

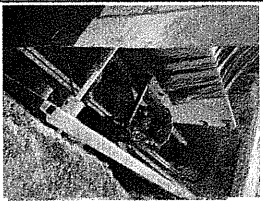
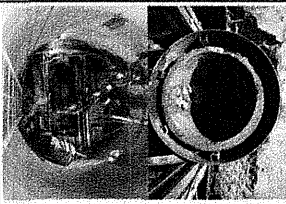
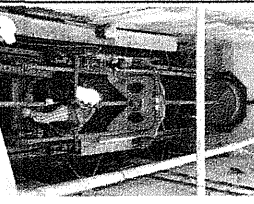
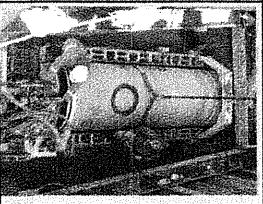
The following constitutes a chronological list of jack and bore projects completed by Roberto Zillante, trenchless superintendent of Phoenix Boring Construction LLC. These projects were completed as part of Contelac, Zipper Trenchless, and most recently Phoenix Boring.

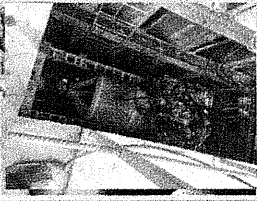
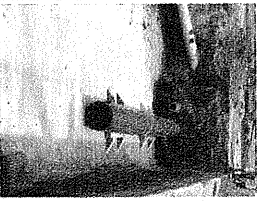
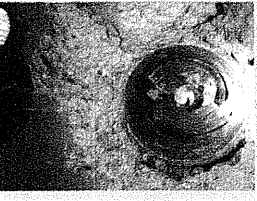
| Project Name                                   | Contract year<br>(yyyy) | Type of service<br>(water/sewer/st | Diameter (in) | Total length (ft) | Number of<br>drives | Pipe<br>material | Trenchless<br>Method               | Owner                                        | Roberto Zillante's<br>Position | Location          |         | Referential picture                                                                  |
|------------------------------------------------|-------------------------|------------------------------------|---------------|-------------------|---------------------|------------------|------------------------------------|----------------------------------------------|--------------------------------|-------------------|---------|--------------------------------------------------------------------------------------|
|                                                |                         |                                    |               |                   |                     |                  |                                    |                                              |                                | City              | Country |                                                                                      |
| Maverik #573                                   | 2025                    | Sewer & water                      | 16            | 360               | 3                   | Steel casing     | Jack & bore with<br>pipe ramming   | Maverik                                      | Trenchless<br>Superintendent   | Caldwell, ID      | USA     |  |
| Mira Bella Water<br>Supply                     | 2025                    | Water                              | 24            | 71                | 1                   | Steel casing     | Jack & Bore                        | Fresno County<br>Water Works<br>District #18 | Trenchless<br>Superintendent   | Ftiam, CA         | USA     |   |
| Florin Town/Linda<br>Manor Septic-to-<br>Sewer | 2025                    | Sewer                              | 24            | 55                | 1                   | RCP (Class V)    | Jack & Bore w/<br>pipe replacement | Sacramento Area<br>Sewer District            | Trenchless<br>Superintendent   | Sacramento,<br>CA | USA     |   |

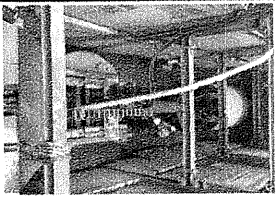
|                                   |      |                 |    |     |   |               |                            |                                |                                   |                   |          |                                                                                       |
|-----------------------------------|------|-----------------|----|-----|---|---------------|----------------------------|--------------------------------|-----------------------------------|-------------------|----------|---------------------------------------------------------------------------------------|
| Wolfe Rd Interchange Improvements | 2024 | Gas             | 16 | 470 | 1 | Steel casing  | Pilot-guided Jack & Bore   | PG&E                           | Trenchless Operator               | Cupertino, CA     | USA      |  |
| McQueeny Rd Waterline             | 2023 | Water           | 42 | 160 | 1 | Steel casing  | Jack & Bore                | New Braunfels Utility          | Trenchless Superintendent         | New Braunfels, TX | USA      |   |
| Const-Cusezar Sewer Project       | 2023 | Sewer           | 33 | 330 | 1 | RCP (Class V) | Piloted Pipe Jacking - GBM | Constructora Cusezar (Private) | Project Director / Superintendent | Bogota            | Colombia |    |
| COE-1 MHC - Autosur               | 2023 | Pressured Water | 42 | 155 | 1 | Steel casing  | Pilot-guided Jack & Bore   | E.A.B.                         | Project Director / Superintendent | Bogota            | Colombia |    |

|                                                        |      |            |    |      |    |               |                                |                                      |                                   |        |          |                                                                                       |
|--------------------------------------------------------|------|------------|----|------|----|---------------|--------------------------------|--------------------------------------|-----------------------------------|--------|----------|---------------------------------------------------------------------------------------|
| Pipeline relocation for Line 1 - Bogota Metro (part 2) | 2023 | Stormwater | 60 | 340  | 1  | RCP (Class V) | Piloted Pipe Jacking - GBM     | METRO OF BOGOTA                      | Project Director / Superintendent | Bogota | Colombia |  |
| Lagos de Torca Project                                 | 2023 | Stormwater | 39 | 2220 | 10 | RCP (Class V) | Piloted Pipe Jacking - GBM     | Fidelcomiso Lagos de Torca (private) | Project Director / Superintendent | Bogota | Colombia |   |
| Pipeline relocation for Line 1 - Bogota Metro          | 2023 | Stormwater | 39 | 280  | 1  | RCP (Class V) | Piloted Pipe Jacking - GBM     | METRO OF BOGOTA                      | Project Director / Superintendent | Bogota | Colombia |    |
| COE-2 MHC - 68 Avenue                                  | 2022 | Sewer      | 42 | 210  | 1  | Steel casing  | Pilot-guided Jack & Bore (GBM) | E.A.B.                               | Project Director / Superintendent | Bogota | Colombia |    |

|                                                   |      |                 |         |      |   |              |                                          |          |                                   |        |          |                                                                                       |
|---------------------------------------------------|------|-----------------|---------|------|---|--------------|------------------------------------------|----------|-----------------------------------|--------|----------|---------------------------------------------------------------------------------------|
| COE-3 MHC - Americas Avenue                       | 2022 | Pressured Water | 42      | 570  | 3 | Steel casing | Jack & Bore                              | E.A.B.   | Project Director / Superintendent | Bogota | Colombia |  |
| Cota Sewer Pilot Pullback Project                 | 2022 | Sewer           | 12      | 1180 | 6 | HDPE         | Pilot pullback                           | E.S.P.C. | Project Director / Superintendent | Cota   | Colombia |   |
| Britalia - Crossing of the Tunjuelo River         | 2021 | Stormwater      | 42      | 150  | 1 | Steel casing | Pilot-guided Jack & Bore w/ pipe ramming | E.A.B.   | Project Director / Superintendent | Bogota | Colombia |    |
| Tibitoc Rehabilitation By-passes Interconnections | 2020 | Pressured Water | 36 & 24 | 530  | 5 | Steel casing | Jack & Bore                              | E.A.B.   | Project Director / Superintendent | Bogota | Colombia |    |

|                                      |      |            |             |      |    |                |                             |          |                                   |        |          |                                                                                       |
|--------------------------------------|------|------------|-------------|------|----|----------------|-----------------------------|----------|-----------------------------------|--------|----------|---------------------------------------------------------------------------------------|
| Soacha Pedestrian Crossing Project   | 2020 | Stormwater | 48          | 70   | 1  | Steel casing   | Jack & Bore w/ pipe ramming | E.A.B.   | Project Director / Superintendent | Bogota | Colombia |  |
| Britalia GBM Rescue Special Project  | 2020 | Stormwater | 48          | 170  | 1  | Steel casing   | Jack & Bore                 | E.A.B.   | Project Director / Superintendent | Bogota | Colombia |   |
| Cota Stormwater Drainage Improvement | 2019 | Stormwater | 42, 36 & 30 | 840  | 4  | Steel casing   | Jack & Bore w/ pipe ramming | E.S.P.C. | Project Director / Superintendent | Cota   | Colombia |    |
| 881 Consorsium Project               | 2018 | Stormwater | 48          | 4260 | 12 | GRP (P- Class) | Piloted Pipe Jacking - GBM  | E.A.B.   | Superintendent/Operator           | Bogota | Colombia |    |

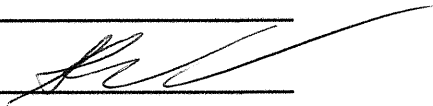
|                                             |      |            |         |      |    |                 |                             |            |                                   |                  |          |                                                                                       |
|---------------------------------------------|------|------------|---------|------|----|-----------------|-----------------------------|------------|-----------------------------------|------------------|----------|---------------------------------------------------------------------------------------|
| EDESA Sewer Main Street Connection          | 2018 | Sewer      | 16 & 30 | 240  | 2  | Steel casing    | Jack & Bore w/ pipe ramming | E.D.E.S.A. | Project Director / Superintendent | Barranca de Upia | Colombia |  |
| Stormwater Collector Calle 94 Reinforcement | 2017 | Stormwater | 48 & 38 | 3120 | 10 | GRP (P)- Class) | Piloted Pipe Jacking - GBM  | E.A.B.     | Superintendent/Operator           | Bogota           | Colombia |   |
| San Martin Sewer Main Connection            | 2017 | Sewer      | 24      | 140  | 1  | Steel casing    | Jack & Bore w/ pipe ramming | E.D.E.S.A. | Project Director / Superintendent | San Martin       | Colombia |    |
| Acacias Sewer National Road Connections     | 2016 | Sewer      | 16      | 260  | 2  | Steel casing    | Jack & Bore w/ pipe ramming | E.D.E.S.A. | Project Director / Superintendent | Acacias          | Colombia |    |

|                                    |      |            |    |      |   |               |                               |            |                                      |         |          |                                                                                       |
|------------------------------------|------|------------|----|------|---|---------------|-------------------------------|------------|--------------------------------------|---------|----------|---------------------------------------------------------------------------------------|
| Granada<br>Stormwater<br>Collector | 2015 | Stormwater | 72 | 1310 | 4 | RCP (Class V) | Pipe jacking w/<br>man-shield | E.D.E.S.A. | Project Director /<br>Superintendent | Granada | Colombia |  |
|------------------------------------|------|------------|----|------|---|---------------|-------------------------------|------------|--------------------------------------|---------|----------|---------------------------------------------------------------------------------------|

## WORKERS' COMPENSATION CERTIFICATE

(AS REQUIRED BY LABOR CODE SECTION 1861)

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor Cedro Construction Inc  
By Andrew Cedro   
Title President

THIS PAGE INTENTIONALLY LEFT BLANK

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID WILL  
ALSO CONSTITUTE AN ENDORSEMENT AND  
EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The  
bidder Cedro Construction Inc.

Phoenix Borring

proposed

subcontractor

, hereby certifies that he has X, has not     , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID WILL  
ALSO CONSTITUTE AN ENDORSEMENT AND  
EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)*

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The  
bidder Cedro Construction Inc.  
Pavco  
, proposed subcontractor

, hereby certifies that he has X , has not    , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

THIS PAGE INTENTIONALLY LEFT BLANK

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

---

---

---

---

---

---

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

THIS PAGE INTENTIONALLY LEFT BLANK

**NON-COLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the President of Cedro Construction Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is

true and correct and that this declaration is executed on 11/03/2025 [date],

at Santa Paula [city],

California [state].



(Signature)

Andrew Cedro

(Print Name)

President

(Print Title)

THIS PAGE INTENTIONALLY LEFT BLANK

## **NON-LOBBYING CERTIFICATION**

The prospective participant certifies, by signing and submitting this bid, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

VENTURA RIVER WATER DISTRICT  
TICO MUTUAL WATER COMPANY CONSOLIDATION  
SPEC. NO. 2025-03

## INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been

- made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
  13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
  14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
  15. Check whether or not a continuation sheet(s) is attached.
  16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty of perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

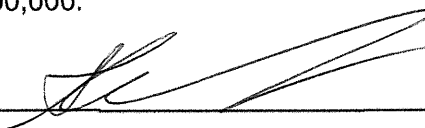
☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.

Signed  \_\_\_\_\_

Title President \_\_\_\_\_

Firm Cedro Construction Inc. \_\_\_\_\_

Date 11/03/2025 \_\_\_\_\_

**Note:** In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

THIS PAGE INTENTIONALLY LEFT BLANK

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

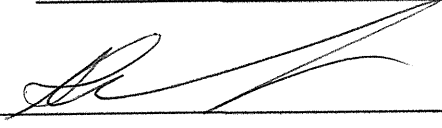
Name of Bidder: Cedro Construction Inc.

Contractor's PWCR/DIR Registration Number: 1000018970

Bidder further acknowledges:

1. Bidder shall maintain current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract(s) with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Cedro Construction Inc.

Signature 

Name and Title Andrew Cedro

Dated 11/04/2025

THIS PAGE INTENTIONALLY LEFT BLANK

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_, has not x been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a long horizontal stroke that curves upwards at the end.

### **Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

### Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long horizontal stroke and a small upward flick.

---

Signature of Contractor

THIS PAGE INTENTIONALLY LEFT BLANK

## **IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION**

Attention is directed to provisions of 13 California Code of Regulations Sections 2449, 2449.1, and 2449.2 governing In-Use Off-Road Diesel-Fueled Fleets (Regulation), issued by the California Air Resources Board (CARB). Contractor warrants that it is knowledgeable of and will comply with the Regulation including, without limitation, the matters contained in this Document, at all times before and during its work on the Project. The Regulation controls in the event of any conflict between this Document and the Regulation.

### **Contracting Requirements.**

1. If the Project involves the use of vehicles subject to the Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in Regulation section 2449(n), for the fleet selected for the Contract and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
2. Contractor may not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed Subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
3. The Certificates of Reported Compliance received by the Contractor for the Project must be retained for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request.
4. If the Project is considered to be an emergency operation, as defined in Regulation section 2449(c)(18), it is exempt from the requirements in Regulation section 2449(i)(1)-(3). Nevertheless, Contractor must still retain records verifying vehicles subject to the Regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

### **Other Contractor Requirements.**

5. Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year. Contractor must not write contracts to evade this requirement.
6. Contractor may only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites.
7. If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB when as provided and within the time period contained in the Regulation

8. Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor.
9. If applicable, Contractor must prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in in the Regulation.

END OF DOCUMENT

## IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to District as set forth in Sections 1 through 2, below.

1. Certification of Compliance. I certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in 13 Cal. Code of Regs section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).
2. Instructions. Check one (1) box below.

☒ Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate *must be* provided.)

☐ Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:

Cedro Construction Inc.

(Name of Bidder)

Date: 11/05/2025, 2025

By:

(Signature)

Name: Andrew Cedro

(Print Name)

Its: President

(Title)

END OF DOCUMENT

California Environmental Protection Agency  
**Air Resources Board**

**January 1, 2025**

**CERTIFICATE OF REPORTED COMPLIANCE  
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

**CEDRO CONSTRUCTION INC.**

This certificate indicates that the fleet owner has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with Title 13 CCR, section 2449. All applicable vehicles owned by the individual company or agency must be reported and labeled, as specified in Section 2449 with all possible completeness, so this certificate is null and void. **Certificate expires 2/28/2026**

Off-road Diesel Fleet Identification

**6553**

To verify the authenticity of this certificate, enter this number at  
[http://www.arb.ca.gov/doors/compliance\\_cert1.html](http://www.arb.ca.gov/doors/compliance_cert1.html)

California Environmental Protection Agency  
**Air Resources Board**

**January 1, 2025**

**CERTIFICATE OF REPORTED COMPLIANCE  
OFF-ROAD DIESEL VEHICLE REGULATION**

**is issued to**

**PAVECO LEASING, INC.**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Off-road Diesel Fleet Identification

**5685**

  
\_\_\_\_\_  
Jack Kitowski  
Chief, Mobile Source Control Division  
California Air Resources Board

To verify the authenticity of this certificate, enter this number at  
[http://www.arb.ca.gov/doors/compliance\\_cert1.htm](http://www.arb.ca.gov/doors/compliance_cert1.htm)



# PHOENIX BORING



DIR #2000003378 / CA Class A #1115805 / 2070 Newcomb Ave Unit B San Francisco, CA 94124  
415-919-2809 / thomas@phoenixboring.com

REF: Tico Mutual Water Company Consolidation

Date: 11/5/25

To whom it may concern:

This notice affirms that Phoenix Boring Construction LLC does not possess any off-road diesel vehicles and is therefore exempt from CARB certification.

Thank you,

Thomas Egan (Estimator)

+1 (415) 919-2809

Phoenix Boring Construction LLC

## **AIS REQUIREMENT**

### **(to be completed and submitted with the bid)**

The Contractor acknowledges to and for the benefit of the Ventura River Water District ("Purchaser") and the State of California (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

## **SAMPLE CERTIFICATIONS**

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

### Example 1:

Date:

Company Name:

VENTURA RIVER WATER DISTRICT  
TICO MUTUAL WATER COMPANY CONSOLIDATION  
SPEC. NO. 2025-03

BID FORMS  
PAGE 41

Company Address:

City, State Zip:

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location: \_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Example 2:

Date:

Company Name:

Company Address:

City, State Zip:

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location: \_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

See Attached

Signed by company representative \_\_\_\_\_

# FAMCON

**OXNARD • SANTA MARIA**

200 Lambert St. Oxnard, CA  
(805) 485-4350 FamconPipe.com

**Famcon Pipe & Supply, Inc**  
200 Lambert St.  
Oxnard, CA 93036  
(805) 485-4350

11/5/2025

**RE: Tico Road Water Consolidation AIS**

To Whom It May Concern,

The following manufactures are listed for the American Iron and Steel certification AIS requirements for this project. Thank you.

1. Bolts
  - a. Industrial Threaded Products, 515 N. Puente St., Brea, CA, 92821
2. Ductile Iron Fittings
  - a. Start Pipe Products, 4018 Westhollow Pkwy, Houston, TX, 77082
3. Mueller Gate Valves
  - a. Mueller Company, 1401 Mueller Ave, Chattanooga, TN, 37406
4. MJ Restraints
  - a. EBAA Iron, Inc., 702 Co Rd 442, Eastland, TX, 76448
5. Steel Casing & Weld Flanges
  - a. Southland Pipe Corporation, 8575 Ilex St, Fontana, CA, 92335
6. Flex Couplings
  - a. Smith-Blair, Inc., 30 Globe Avenue, Texarkana, AR, 71854
7. Water Service Brass
  - a. Ford Meter Box Company, Inc., 775 Manchester Ave, Wabash, IN, 46992
8. Fire Hydrant
  - a. James Jones Co, 1470 S. Vintage Ave, Ontario, CA, 91761
9. Hydrant Bury & Extension
  - a. Clow Valve Co, 902 S 2<sup>nd</sup> St, Oskaloosa, IA, 52577

Best Regards,

**Jimmie Johnson**  
Famcon Pipe & Supply, Inc.  
Jimmiej@famconpipe.com





# PHOENIX BORING



DIR #2000003378 / CA Class A #1115805 / 2070 Newcomb Ave Unit B San Francisco, CA 94124  
415-919-2809 / thomas@phoenixboring.com

Date: 11/5/2025

Phoenix Boring Construction LLC

2070 Newcomb Ave Ste B

San Francisco, CA 94124

**Subject: American Iron and Steel Step Certification for Tico Mutual Water Company Consolidation Project (2025-03)**

I, Thomas K. Egan, certify that the melting and manufacture (including rolling) of the following products provided for the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Materials:

1. 16" diameter steel casing
2. 12" diameter steel casing

Such processes took place at the following location: Bakersfield, CA

Thank you,

Thomas Egan (Estimator)

+1 (415) 919-2809

Phoenix Boring Construction LLC

### **BABA REQUIREMENT**

#### **Build America, Buy America (BABA) Act Construction Contract Language – to be completed and submitted with the bid**

The Contractor acknowledges to and for the benefit of the Ventura River Water District ("Owner") and the State water Resources Control Board (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

THIS PAGE INTENTIONALLY LEFT BLANK