

XIII. EXHIBITS

A. BID FORM

EXHIBIT "A"

RFB NO. 24-25-41

**Project: BACKFLOW TESTING, REPAIRS, AND MAINTENANCE SERVICES
AT VARIOUS CITY OWNED LOCATIONS**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-41 dated: 12/1/15, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERs, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to supply insurance certificates, a performance bond and execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

LOWEST BIDDER will be determined by the Total Annual Cost. The quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

RFB NO. 24-25-41

Backflow Testing, Repairs, and Maintenance Services at Various City Owned Locations

Per Specifications RFB-24-25-41 Testing and Reports for Pressure Vacuum Breaker Backflows and Reduced Pressure Backflows including maintenance & minor repairs (City pays for parts)	Per Service Cost (Unit Price)	Estimated Annual Quantity	Total Annual Cost
	\$ 58.50 per backflow	785	\$ 45,922.50 ✓
Contractor's Hourly Rate (for major repairs beyond routine maintenance & minor repairs if requested by Project Manager)	\$ 98.00 per hour	40 hrs.	\$ 3,920.00 ✓
Total Annual Cost			\$ 49,842.50 ✓

Note: Minor repairs (e.g., o-rings, gaskets, cleaning) are included in the unit price. Major repairs must be pre-approved and will be billed at the hourly rate listed above.

(1) AAA Backflow prevention, Inc

Bidding Firm

(2) Corporation

Corporation, Partner, Joint Venture

(3) 4949 Nadotti Rd

Stockton

CA

95215

Business Address

City

State

Zip Code

(971) 226-3569

(209) 208-1820

Telephone Number

Fax Number

aaabackflow@comcast.net

E-mail Address

(4)  Lee

12/11/25

(Date)

Signature of Authorized Person

Jordan Lee

Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street

RFB NO. 24-25-41
Backflow Testing, Repairs, and Maintenance Services at Various City Owned Locations

BIDDING AGENCY: AAA Backflow Prevention, Inc

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS: C56 # 055750 EXP. DATE: 5/31/2027
STATE D.J.R. REGISTRATION #: 1000030241
FEDERAL TAX I.D. #: 47-3050998

CITY OF VISALIA BUSINESS TAX CERTIFICATE #: BL049926 (A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the business License Division for clarification of questions at 559-713-4326.

CONTRACTOR'S REFERENCES: The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past two (2) years.

REFERENCE 1

NAME OF AGENCY: Zone 7 Agency CONTACT PERSON: Brian Keil
AGENCY ADDRESS: 100 N Canyon Pkwy Livermore, CA PHONE #: (925) 454-5769

REFERENCE 2

NAME OF AGENCY: Amador County CONTACT PERSON: Darren Robison
AGENCY ADDRESS: 12200-B Airport Rd Jackson, CA PHONE #: (209) 223-6376

REFERENCE 3

NAME OF AGENCY: Taylor Park Water System CONTACT PERSON: Richard Churchill
AGENCY ADDRESS: 3463 Double Springs Rd Valley Springs PHONE #: (209) 63-2972

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

COMPANY NAME: Kosich Insurance Agency, Inc TYPE OF INSURANCE: Comh.-general liability, auto, workers comp, umbrella excess
ADDRESS: 3485 Mt. Diablo Blvd TELEPHONE: (925) 284-3911

COMPANY NAME: _____ TYPE OF INSURANCE: _____
ADDRESS: _____ TELEPHONE: _____

COMPANY NAME: _____ TYPE OF INSURANCE: _____
ADDRESS: _____ TELEPHONE: _____

RFB NO. 24-25-41
Backflow Testing, Repairs, and Maintenance Services at Various City Owned Locations

SUBCONTRACTOR LISTING**BIDDING AGENCY: AAA Backflow Prevention, Inc**

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

N/A

SUBCONTRACTOR INFORMATION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1. Subcontractor Name: _____		Performing _____ % of project work	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement-Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other: _____
Business Address:						
Email Address:						
CSLB #		Expires:				
DIR Registration #						
2. Subcontractor Name: _____		Performing _____ % of project work	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other: _____
Business Address:						
Email Address:						
CSLB #		Expires:				
DIR Registration #						
3. Subcontractor Name: _____		Performing _____ % of project work	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other: _____
Business Address:						
Email Address:						
CSLB #		Expires:				
DIR Registration #						

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Backflow Testing, Repairs, and Maintenance Services at Various City Owned Locations

BIDDING AGENCY: AAA Backflow Prevention, Inc

4.	Subcontractor Name: Business Address:	Performing ____% of project work	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other: _____
5.	Subcontractor Name: Business Address:	Performing ____% of project work	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other: _____
6.	Subcontractor Name: Business Address:	Performing ____% of project work	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other: _____

If more space is needed to list additional subcontractor and trade classifications, please list remaining subcontractors on a separate sheet of paper (providing all of the requested information for each subcontractor) and submit with Bid.

Effective Date:
04/20/2024
Cert. No.
16194
Exp. Date
07/31/2027

Jordan C. Lee
4049 Nadell Rd.
Stockton, CA 95215
USA

Comments/Disclaimer

Carry in your wallet



Be it known that
acceptable evidence of qualification by education, training, and experience
is hereby granted this Certificate of competency as a

Jordan C. Lee
having submitted

Backflow Prevention Assembly Tester

Witness our Hand and Seal,

date: April 20, 2024

Exp. Date 07/31/2027

Certificate Number: 16194

Certification Administrator,
California Nevira Section, AWWA
Certification Board and must be returned upon request.





Sabre Backflow LLC
3186 Contra Loma Blvd #111
Antioch, CA 94509
Phone (925) 698-5169
sabrebackflow@gmail.com

INSTRUMENT CALIBRATION CERTIFICATE

Manufacturer: Mid-West Instrument

Model: 845-5 Test Kit 845-3 Test Kit 845-5 NP Test Kit
 835 Test Kit 830 Test Kit _____

Serial Number: # 04151440

This gauge is calibrated to an accuracy of ± 0.2 PSID descending using a range of 0-15 psid.

This gauge was found to have performed as stated below. This calibration does not guarantee the accuracy of the gauge at any time subsequent to or prior to this calibration.

Reference Pressure	as found	as left
12.0	12.4	12.1
8.0	8.2	8.0
5.0	5.2	5.0
2.0	2.2	2.0
1.0	1.2	1.0
0	0	0

All Tests used in this calibration of this instrument conform to ASME B40.100 and are traceable to National Institute of Standards and Technology. Procedures utilized were in accordance with USC FCCCHR Manual of Cross-Connection Control 10th Ed Appendix A and Manufacturer's requirements.

Calibration Report For: AAA Backflow Prevention Inc

Calibration Technician :

A handwritten signature in black ink, appearing to read "Dennis Celoni".

Dennis Celoni
Sabre Backflow, LLC
Authorized Mid-West Repair Facility

Date: January 10, 2025

Due Date: January 10, 2026



Sabre Backflow LLC
3186 Contra Loma Blvd #111
Antioch, CA 94509
Phone (925) 698-5169
sabrebackflow@gmail.com

INSTRUMENT CALIBRATION CERTIFICATE

Manufacturer: Mid-West Instrument

Model: 845-6 Test Kit 845-3 Test Kit 845-5 NP Test Kit
 835 Test Kit 836 Test Kit

Serial Number: # 07181394

This gauge is calibrated to an accuracy of ± 0.2 PSID descending using a range of 0-15 psid.

This gauge was found to have performed as stated below. This calibration does not guarantee the accuracy of the gauge at any time subsequent to or prior to this calibration.

Reference Pressure	as found	as left
12.0	12.4	12.0
8.0	8.2	8.0
5.0	5.2	5.0
2.0	2.3	2.1
1.0	1.2	1.0
0	0	0

All Tests used in this calibration of this instrument conform to ASME B40.100 and are traceable to National Institute of Standards and Technology. Procedures utilized were in accordance with USC FCCCHR Manual of Cross-Connection Control 10th Ed Appendix A and Manufacturer's requirements.

Calibration Report For: AAA Backflow Prevention Inc

Calibration Technician :

A handwritten signature in black ink, appearing to read "Dennis Celoni".

Dennis Celoni
Sabre Backflow, LLC
Authorized Mid-West Repair Facility

Date: March 13, 2025

Due Date: March 13, 2026



CONTRACTORS
STATE LICENCE BOARD
ACTIVE LICENSE



855750

Licence Number

Entry CORP

Business Name AAA BACKFLOW PREVENTION INC

Classification(s) C36



05/31/2027

Expiration Date

www.csfb.ca.gov

**B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND
QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM**

Submit with Bid

EXHIBIT "B-1"

B-1 BIDDER'S STATEMENT ON PREVIOUS CONTRACTS

**SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company:

AAA Backflow Prevention, Inc

Business Address:

4949 Nadotti Rd Stockton, CA 95215

Signature:

J. C. Lee

Name of Signing Official:

Jordan Lee

Title of Signing Official:

Owner

Date:

12/1/25

Company Seal:

EXHIBIT "B-2"**B-2 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE****(EXECUTIVE ORDER 11246)****Equal Opportunity Clause**

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: AAA Backflow Prevention, Inc

Business Address: 4949 Nadotti Rd Stockton, CA 95215

Signature: Jordan Lee

Date: 12/1/25

Name of Signing Official (Print or Type): Jordan Lee

Title of Signing Official: Owner

Company Seal:

RFB NO. 24-25-41

Backflow Testing, Repairs, and Maintenance Services at Various City Owned Locations

EXHIBIT "B-3"

B-3 CERTIFICATE OF NONSEGREGATED FACILITIES**(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:

- (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
- (b) Retain such certifications in its files; and
- (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: AAA Backflow Prevention, Inc

Business Address: 4949 Nadothi Rd Stockton, CA 95215

Signature: J Lee

Date: 12/1/25

Name of Signing Official (Print or Type): Jordan Lee

Title of Signing Official: Owner

Company Seal:

EXHIBIT "B-4"**B-4 NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To Accompany Bid Form

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that 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; 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.


Signature
Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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Backflow Testing, Repairs, and Maintenance Services at Various City Owned Locations

EXHIBIT B-5

B-5 WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the 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 that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: AAA Backflow prevention, Inc

Business Address: 4949 Nadothi Rd Stockton, CA 95211

Signature: John Doe

Name of Signing Official: Jordan Lee

Title of Signing Official: Owner

Date: 2/1/25

Company Seal:

RFB NO. 24-25-41

EXHIBIT "B-6"**B-6 CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE**

(43 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))

By submission of a Bid, the BIDDER certifies that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: AAA Backflow Prevention, IncBusiness Address: 4949 Nadotti Rd Stockton, CA 95215Signature: J LeeName of Signing Official: Jordan LeeTitle of Signing Official: OwnerDate: 12/1/25

Company Seal:

B-7 AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: AAA Backflow Prevention, Inc

Business Address: 4949 Nadothi Rd Stockton, CA 95215

Signature: J. Lee

Name of Signing Official: Jordan Lee

Title of Signing Official: Owner

Date: 12/1/25

Company Seal:

EXHIBIT "B-8"

B-8 OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

AAA Backflow Prevention, Inc

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

4949 Nadotti Rd Stockton, CA 95215

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Jordan Lee

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members,

https://www.visalia.city/government/City_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

YES: NO: ✓. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

AAA Backflow Prevention, Inc

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

J. Lee
Signature of Company Authorized Individual

Jordan Lee
Print or Type Name of Authorized Individual

12/1/25
Date

RFB NO. 24-25-41
Backflow Testing, Repairs, and Maintenance Services at Various City Owned Locations

EXHIBIT "B-9"

STATE OF CALIFORNIA
STD.21 (REV.12-93)

B-9 DRUG-FREE WORKPLACE CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME <i>AAA Backflow prevention, Inc</i>	FEDERAL ID NUMBER <i>47-3050998</i>
BY (Authorized Signature) <i>J. Lee</i>	DATE EXECUTED <i>12/1/25</i>
PRINTED NAME AND TITLE OF PERSON SIGNING <i>Jordan Lee</i>	TELEPHONE NUMBER (Include Area Code) <i>(877) 226-3509</i>
TITLE <i>Owner</i>	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <i>4949 Nadotti Rd Stockton, CA 95215</i>	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(b), that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-10"

B-10 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 for 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:

(1) Identified on the current list of persons and entities engaged 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

(2) 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.

The City has exempted the Consultants from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City 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 Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature: J LeePrinted Name: Jordan LeeTitle: OwnerAgency Name: AAA Backflow Prevention, IncDate: 12/11/25

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 amount, termination of the Contract and/or eligibility to bid on contracts for three years.



City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 24-25-41

ANNUAL CONTRACT FOR BACKFLOW TESTING, REPAIRS, AND MAINTENANCE SERVICES

ADDENDUM NO. 1

Issued: Friday, November 21, 2025

Bids Due: **THURSDAY, DECEMBER 11, 2025 AT 2:00 PM**

Addendum is being issued to provide responses to questions. This addendum becomes part of the RFB 24-25-41 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q1: In the bid documents it says that minor repairs are part of the unit price to test backflows. If later on it starts to leak, are we still responsible for faulty internals for that same backflow?

R1: Contractors will be responsible for all labor in minor repairs. Cost for parts for minor repairs will be paid for by the City by reimbursing the contractor when receipts for parts are included with the invoice to the City.

Labor for major repairs may be billed at contractor's hourly rate and cost for parts for major repairs will be paid for by the City by reimbursing the contractor when receipts for parts are included with the invoice to the City. Before any work is performed on major repairs, contractor must submit to the project manager an itemized cost estimate for approval prior to making any repairs.

Q2: What if a rebuild is needed, how do we bill this? Is this covered under the cost per device in the bid or would this be additional labor that we are allowed to charge?

R2: A rebuild may be billed at contractor's hourly rate.

Q3: If we are called out for an emergency, do we need to respond within 2 hours?

R3: Yes, if the backflow is causing an emergency, we need a response within 2 hours. A 24-hr contact must be provided.

Q4: If a backflow device needs to be replaced, do I need to have my certified backflow tester do the install or can my plumber do the install and my tester do the test?

R4: Plumbers may perform the installation, but the test after repair must be done by a certified backflow tester.

Q5: Is the testing paid at prevailing wage as well, not just the repairs?

R5: All labor is to be paid at prevailing wage rate.

Q6: What classifications should we use for prevailing wage rate?

R6: DIR classification Plumber: Plumber, Steamfitter, Refrigeration Fitter. Rates may be found on the DIR website: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Q7: Since this contract will most likely be over \$30,000, will there be an exemption from the requirement of hiring an apprentice since backflow testers are required to be certified and apprentices most likely are not certified?

R7: No, the City of Visalia cannot provide an exemption as it is a State of California requirement.

Q8: When do you anticipate this contract to start?
R8: Projected start date is 2/1/26.

Q9: Would you be able to clarify if this project has a PLA (Project Labor Agreement)?
R9: The City of Visalia has not entered into a Project Labor Agreement for this project. The City has no ordinance requiring or prohibiting such agreements. If a contractor has a Project Labor Agreement with labor unions, it may be used. Please note that this project is considered a public works contract and therefore, subject to registration with the Department of Industrial Relations, payment of prevailing wages, submission of certified payroll records to the Labor Commissioner and other requirements listed in the City of Visalia Labor Compliance Manual which was attached to the RFB.

Q10: Would a D64 Backflow Testing Repair and Installation contractor's license be acceptable?
R10: No, bidders must have a C-36 plumbing contractor's license.

END OF ADDENDUM NO. 1

Re/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: AAA Backflow Prevention, Inc Date: 12/1/25
By: J. Clark
Bidder's Signature



VISALIA

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 24-25-41

ANNUAL CONTRACT FOR BACKFLOW TESTING, REPAIRS, AND MAINTENANCE SERVICES

ADDENDUM NO. 2

Issued: Monday, December 1, 2025

Bids Due: **THURSDAY, DECEMBER 11, 2025 AT 2:00 PM**

Addendum is being issued to provide responses to questions and confirm prevailing wages. This addendum becomes part of the RFB 24-25-41 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q1: What was the previous contract amount?

R1: The previous bid was awarded to AAA Backflow Prevention Inc. in 2020. That contract expired early in 2025. An emergency purchase order was issued to American Inc. to perform the work in 2025. Below are their price amounts:

AAA Backflow Prevention Inc:

Per Specifications RFB-19-30-73 Testing and Reports for Pressure Vacuum Breaker Backflows and Reduced Pressure Backflows (including maintenance & minor repairs [City pays for parts])	Per Service Cost (Unit Price)	Estimated Annual Quantity	Total Annual Cost
	\$40.00 per backflow	620	\$ 24,800.00
Contractor's Hourly Rate (for repairs beyond routine maintenance & minor repairs if requested by Project Manager)	\$ 75.00 per hour	40 hrs	\$ 3000.00

American Inc:

Per Specifications RFB-XX-XX-XX Testing and Reports for Pressure Vacuum Breaker Backflows and Reduced Pressure Backflows (including maintenance & minor repairs [City pays for parts])	Per Service Cost (Unit Price)	Estimated Annual Quantity	Total Annual Cost
	\$ 92.00 per backflow	785	\$ 61,770.00
Contractor's Hourly Rate (for repairs beyond routine maintenance & minor repairs if requested by Project Manager)	\$ 102.00 per hour	40 hrs.	\$ 5,080.00

ITEM 2: PREVAILING WAGES

Prevailing wages were checked on Monday, December 1, 2025. There were no updates to the state wages. State wages originally posted with this RFB remain in effect.

END OF ADDENDUM NO. 2

/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: AAA Backflow prevention, Inc Date: 12/1/2025

By: J. c Lee
J. c Lee
Bidder's Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kosich Insurance Agency, Inc. 3435 Mt. Diablo Blvd., Ste 300 Lafayette CA 94549	CONTACT NAME: Kenneth R. Kosich PHONE (A/C, N.C. Ext): (925) 284-3911 E-MAIL ADDRESS: corp@kosich.com	FAX (A/C, N.C.): (925) 284-3919
	INSURER(S) AFFORDING COVERAGE INSURER A: Omaha National Insurance Comp a INSURER B: Scottsdale Insurance Co INSURER C: Hartford Accident & Indemnity INSURER D: INSURER E: INSURER F:	NAME #
INSURED AAA Backflow Prevention, Inc. 4949 E. Hadotti Road Stockton CA 95215	(209) 931-5253	16219 41297 22357

COVERAGEs **CERTIFICATE NUMBER:** Cert ID 19775 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER/TYPE	TYPE OF INSURANCE	ACORD SUB INSR'D. W/IN	POLICY NUMBER	POLICY IN (MM/DD/YYYY) / POLICY EXP (MM/DD/YYYY)	LIMITS	
					PER	STATUTE
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	CPS8126563	01/01/2025 01/01/2026	EACH OCCURRENCE	\$ 1,000,000
					DAMAGED TO RENTED PREMISES (Ex. occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					Errors & Omissions	\$ 1M/2M
					UMBRELLA SINGLE LIMIT	\$ 1,000,000
C	 AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	57UECAE0735	01/01/2025 01/01/2026	BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
					PER accident	\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE		CX84040935	01/01/2025 01/01/2026	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	ONCC07012523-03	01/01/2025 01/01/2026	<input checked="" type="checkbox"/> PER STATUTE	\$
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
						\$
						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Visalia, its officers, officials, employees, and agents are included as additional insured for General Liability as required by written contract per the attached endorsement form, CG2038 1219, coverage is primary & non-contributory per the attached endorsement form, CG2001 1219, waiver of subrogation applies per attached endorsement form, CG2453 1219, commercial completed operations wording provided by attached endorsement form, CG2039 1219, and for Auto Liability per attached endorsement form, EA9916 1221 including waiver of subrogation. Waiver of subrogation applies for Workers' Compensation per attached endorsement form, WCON04WSA 0119.

CERTIFICATE HOLDER

City of Visalia 707 W. Acequia Avenue Visalia CA 93291	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph A.1.; or

- 2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.