PROPOSAL

LOS OSOS COMMUNITY SERVICES DISTRICT
2122 9TH STREET, SUITE 110
LOS OSOS, CA 93402

Board of Directors:

The undersigned hereby proposes to perform all work for which a contract may be awarded to it and to furnish any and all supervision, plant, labor, services, material, accessories, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as provided in the Contract Documents, entitled:

SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT

together with all appurtenances thereto, all as set forth in the Contract Documents including Addenda 1, _____, and _____; and further proposes and agrees that, if its Proposal is accepted, it will contract in the form and manner stipulated to perform all the work called for in the Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that it will accept as full payment therefore the price or prices set forth in the Bid Schedule forming a part hereof.

A bid bond or cashiers/certified check properly made payable to:
LOS OSOS COMMUNITY SERVICES DISTRICT

hereinafter designated as the OWNER, for the sum of:

Ten Percent Of Attached Bid dollars ($ 10%), which amount is not less than 10 percent of the total amount of the bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds and insurance if awarded the contract and, in case of failure to do so within the time provided, the proceeds of said check shall be forfeited to the OWNER.*

* Sureties or surety liability to the OWNER for forfeiture of the face amount of the bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all of the documents contained in the Table of Contents and which shall comprise those documents specifically referred to in ARTICLE 4 of the Agreement;

2. The undersigned has, by investigation at the site the Work and otherwise, satisfied itself as to the nature, location, and quantity of the Work and has fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof;

3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in its Proposal and further understands that the OWNER will in no way be responsible for any errors or omissions in the preparations of this Proposal;

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of the specified insurance coverage within the time frame specified in Articles 22 through 25 of the Instructions to Bidders. This Proposal may not be withdrawn for a period of time specified in Article 10 of the Instructions to Bidders, unless otherwise required by law. If any bidder shall withdraw its bid within said period, the Bidder shall be liable under the provisions of the Bid Security, or the Bidder and its Surety shall be liable under the Bid Bond, as the case may be;

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for itself an advantage over any other bidder;

6. In conformance with the current statutory requirements of Section 1860 et. seq. of the Labor Code of the State of California, the undersigned confirms the following as his or her certification:

> I am aware of the provisions of Section 3700 of the Labor Code which requires 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.

7. The undersigned has submitted the following with this proposal as required for a completed bid:

a) Signed Proposal Form
b) Experience Qualifications Form
c) Bid Schedule (acknowledge addenda, if any)
d) Contractor's Licensing Statement
e) List of Subcontractors
f) List of Material/Equipment Suppliers
g) Acknowledgment of Insurance Requirements
h) Bid Security Form and Bid Bond
i) Non-Collusion Affidavit
j) Certificate of Bidder Regarding Affirmative Action Program
k) Proof of Worker's Compensation Insurance
l) One photo copy of each license required by these Instructions to Bidders
m) References (or other information)

NOW: In compliance with the Notice Inviting Bids and all the provisions herein before stipulated; the undersigned with full cognizance thereof, hereby proposes to perform the entire Work for the prices set forth in the attached Bid Sheet(s) upon which award of contract is based.

Dated 7/28/2026

Bidder Filipponi & Thgompson Drilling, Inc.

Bidders Post Office Address

PO Box 845

Atascadero, CA 93423

By Ned Thompson

432680 12/21/2026
License number, expiration date

Title Secretary / Treasurer

Ned Thompson

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EXPERIENCE QUALIFICATIONS

(To Accompany Proposal)

The bidder has been engaged in the contracting business, under the present business name, for 5 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 5 years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

N/A

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm, or authority indicated, and to whom reference is made:

YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
2026	DRILLED & CASED (2) IRRIGATION WELLS	$300,000.00	DIVERSIFIED FARMING UPPER LOS BERROS - ARROYO GRANDE
2025	DRILLED, CASED, DEVELOPED AND INSTALLED IRRICATION PUMP	$230,860.00	VANDERBERRY PROPERTIES 6520 VON DOLLEN - PASO ROBLES
2025	DRILLED IRRIGATION WELL	$278,000.00	BONESO VINEYARDS 5050 MILL ROAD - PASO ROBLES
2024	DRILLED, DEVELOPED AND INSTALLED PUMP FOR COMMUNITY WATER WELL	$248,196.00	SANTA YSABEL RANCH MWC 1900 LAKE YSABEL RD. - PASO ROBLES

The following is a list of a plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
1	DRILLING RIG	GOOD	ATASCADERO
1	WATER TRUCK	GOOD	ATASCADERO
1	MUD SHAKER	GOOD	ATASCADERO
1	CEMENT MIXER	GOOD	ATASCADERO

Signed: _____

Title: Sceretary / Treasurer

(Same as for signature on proposal)

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BID SCHEDULE

LOS OSOS COMMUNITY SERVICES DISTRICT
SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT

Refer to Section 01 20 00, Price and Payment Procedures, for further definitions of the bid items in this Bid Schedule.

	Item (includes installation)	Units	Quantity	Unit Price	Item Price
1	Mobilization/demobilization. Includes well permit application, enroachment permit application, traffic control/signage and other applicable provisions per encroachment permit, work area demarkation.	Lump Sum	1		20,000.00
2	Sweet Springs #1: Drill nominal 18-inch borehole and cement 10-inch SDR 21 PVC condutor casing to 50 feet depth	Linear feet	50	300.00	15,000.00
3	Sweet Springs #1: nominal 9-inch diameter borehole from base of conductor to 500 feet depth.	Linear feet	450	60.00	27,000.00
4	Sweet Springs #1: Run borehole hole geophysical logs (SP, long and short normal, LL3, gamma ray, sonic).	Lump Sum	1		5,000.00
5	Sweet Springs #1: 2.5-inch diameter, Sch 80 PVC with blank from wellhead to 440 feet depth, 2.5-inch diameter, 0.020-inch perforations from 440 to 480 feet depth, and blank from 480 to 490 feet depth with end cap.	Linear feet	490	20.00	9,800.00
6	Sweet Springs #1 and #2:Centralizers (top and bottom of each screen).	Each	4	100.00	400.00
7	Sweet Springs #1: coated time release bentonite pellet seals from 400 to 420 feet.	Linear feet	20	150.00	3,000.00
8	Sweet Springs #1: Filter pack (8 x 20 sand) from 420 to 500 feet depth.	Linear feet	80	40.00	3,200.00
9	Sweet Springs #1: High-solids bentonite grout seal from wellhead to 400 feet depth.	Linear feet	400	25.00	10,000.00
10	Sweet Springs #2: Drill nominal 18-inch borehole and cement 10-inch SDR 21 PVC conductor casing to 50 feet depth	Linear feet	50	350.00	17,500.00
11	Sweet Springs #2: Drill nominal 9-inch diameter borehole from bottom of conductor to 380 feet depth (no geophysics).	Linear feet	330	60.00	19,800.00
12	Sweet Springs #2: 2.5-inch diameter, Sch 80 PVC with blank from wellhead to 320 feet depth, 0.020-inch perforations from 320 to 360 feet depth, and blank from 360 to 370 feet depth with end cap.	Linear feet	370	20.00	7,400.00
13	Sweet Springs #2: Filter pack (8 x 20 sand) from 300 to 380 feet depth.	Linear feet	80	40.00	3,200.00
14	Sweet Springs #2: Coated time release bentonite pellet seals from 280 to 300 feet depth.	Linear feet	20	150.00	3,000.00
15	Sweet Springs #2: High-solids bentonite grout seal from wellhead to 280 feet depth.	Linear feet	280	25.00	7,000.00
16	Sweet Springs #1 and #2: Air-lift well development (1 hour each).	Hour	2	2,500.00	5,000.00
17	Sweet Springs #1 and #2: Development water containment and percolation on-site.	Lump Sum	1		5,000.00
18	Sweet Springs #1 and #2: 8-inch diameter traffic rated monitoring well box with locking well plugs and concrete pad.	Lump Sum	2	1,000.00	2,000.00
19	Sweet Springs #1 and #2: Drilling fluid and cuttings disposal.	Lump Sum	1		15,000.00
	TOTAL				178,300.00
20	Abandon test hole if necessary (do not add to total).	Linear feet	880	10.00	8,800.00

Total Base Bid Amount in Words: One Hundred Eighty Thousand Eight Hundred

Signature of Bidder: Ned Thompson Date: 7/28/2026

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown above. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

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 OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any Unit Price Item of the work by an amount up to and including 25 percent of any Bid Item, without a change in the Unit Price, and shall have the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date 7/28/2026 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

The representations made herein are made under penalty of perjury.

Dated: 7/28/2026 Bidder: Filipponi & Thompson Drilling, Inc.

By: Ned Thompson

Contractor's License No. & Expiration Date: 432680 12/31/2026

Title: Secretary / Treasurer

END OF BID SCHEDULE

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors, including Department of Industrial Relations (DIR) registration requirements mandated by California Labor Code Section 1725.5.

Contractor's License Classification and number: C-57 432680

Name of individual contractor (print or type): Filipponi & Thompson Drilling, Inc.

Signature of Owner: _____

Business address: 3250 El Camino Real - Ste D - Atascadero, CA 93422

Business telephone: (805) 466-1271

or

Name of Firm: _____

Business address: _____

Business telephone: _____

Signature, title, and address of members signing on behalf of partnership:

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

or

Name of Corporation: Filipponi & Thompson Drilling, Inc.

Business address: 3250 El Camino Real - Ste D - Atascadero, CA 93422

Corporation organized under the laws of the State of: California

Signature of the President
of the Corporation

Signature of the Secretary
of the Corporation

Contractor's License number is: 432680

The License expiration date is: 12/31/2026

The representations made herein are made under penalty of perjury.

Authorized Signature of Contractor or Corporation _____

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LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 4100 and 4104 et. seq. of the Government Code of the State of California, the bidder shall, in its bid, list the name, License Number and Classification, and place of business of each subcontractor who will perform work or labor or render service to the prime contractor in an amount in excess of one-half of 1 percent of the prime contractor's total bid, including the percentage of Prime Contractor's total base bid.

Name Under which Subcontractor is Licensed	License No. and Classification	Address of Office, Mill or Shop	Percent of Total Bid
Bordata	N/A	Ventura, CA	3-4%

NOTE: Do not list alternative subcontractors for same work.

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LIST OF MATERIAL/EQUIPMENT SUPPLIERS

Name the manufacturer or manufacturers of the items listed below and every major product or major piece of equipment whose cost exceeds fifteen percent (15%) of the total bid amount.

In addition, the bidder is required to fill out the following blanks, listing manufacturers from whom it intends to purchase the indicated items and which selections will be considered as binding upon the Bidder, provided that all such selections shall comply with the provisions of the Contract Documents, and may not be changed by the bidder without written approval of the Engineer.

Item	Material	Manufacturer
1.	N/A	
2.		
3.		
4.		
5.		
6.		
7.		

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ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing below, Bidder acknowledges the insurance requirements as listed in the General Conditions, Article 6 – Bonds and Insurance, and Supplementary General Conditions, Article 11 – Insurance (including providing Unemployment Insurance payments as required by U.S. Department of Labor). By this acknowledgment, the Bidder and its insurance provider(s) and surety(ies) certify that they have read and understand the insurance and bonding requirements in their entirety, including limits of coverage, additional insureds and endorsements, and bonding requirements, and that the Bidder can provide the insurance coverage and bonds as required in the Contract documents without exception.

Bidder understands that if the insurance coverage provided in these referenced Sections above cannot be provided, its bid is subject to rejection by the Owner as non-responsive.

BIDDER

Company Name: Filipponi & Thompson Drilling, Inc.

Authorized Signature: Ned Thompson

Printed Name: Ned Thompson

Title: Secretary / Treasurer

Date: 7/30/2026

INSURANCE PROVIDER/SURETY REPRESENTATIVE

Insurer/Surety Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Bidder Must Provide This Acknowledgment for Each Insurer or Surety Providing Insurance Coverage or a Bond under this Contract

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BID SECURITY FORM

(Check to accompany bid)

(Note: The following form shall be used when a check accompanies bid in lieu of a bid bond.)

Accompanying this proposal is a _____ *Certified _____ *Cashier's check made payable to the order of LOS OSOS COMMUNITY SERVICES DISTRICT hereinafter referred to as "OWNER," for _____dollars ($_____), this amount being 10 percent of the total amount of the bid. The proceeds of this check shall become the property of said OWNER provided this proposal shall be accepted by the said OWNER through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance Bond and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned for a period of 60 calendar days from receipt of the award of bid. The proceeds of this check shall also become the property of the OWNER if the undersigned shall withdraw his bid within the period specified in Article 10 of the Instructions to Bidders, unless otherwise required by law, and notwithstanding the award of the Contract to another bidder.

_____
Signature

_____
Bidder

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of check, the Bid Bond form on the following page shall be executed. The sum of this bond shall be not less than 10 percent of the total amount of the bid.

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BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

*Philadelphia Indemnity Insurance Company

That we, FILIPPONI & THOMPSON DRILLING, INC. as principal and * as surety, are held and firmly bound unto LOS OSOS COMMUNITY SERVICES DISTRICT hereinafter referred to as "OWNER," for the sum of ** dollars, ($----------), the amount being 10 percent at least of the total amount of the bid, to be paid to the said OWNER, its successors, and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

*TEN PERCENT (10%) of the Total Amount Bid

THE CONDITION OF THIS OBLIGATION IS SUCH,
that if the certain proposal of the above bounden for the completion of the **SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT** as specifically set forth in documents entitled Contract Documents and Specifications for the **SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT** is not withdrawn within the period specified in Article 10 of the Instructions to Bidders, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the OWNER through action of its legally constituted contracting authorities and if the above bounden his/her heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within 15 calendar days (not including holidays) after the date of notification by and from the said OWNER that the said Contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of

July 30 2026

Philadelphia Indemnity Insurance Company

E Hackett

Signature

Edward N. Hackett, Attorney-in-Fact

Title

FILIPPONI & THOMPSON DRILLING, INC.

Ted Thompson

Signature

Secretary / Treasurer

Title

Note: The standard printed bond form of any bonding company acceptable to the OWNER may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the OWNER are not in anyway reduced by use of the surety company's printed standard form.

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 JUL 30 2026 before me, Carly P. Matlock , Notary Public
(insert name and title of the officer)

personally appeared Edward N. Hackett,
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.

NRO1 CARLY P. MATLOCK COMM. #2423661 Notary Public - California Orange County My Comm. Expires Oct. 27, 2026 NRO1

Signature carlymatlock (Seal)
Carly P. Matlock

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Edward N. Hackett and Christine Maestas of Hackett Bonds & Insurance Services, LLC.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.00.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of July, 2026

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

No. 3576-6

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Philadelphia Indemnity Insurance Company

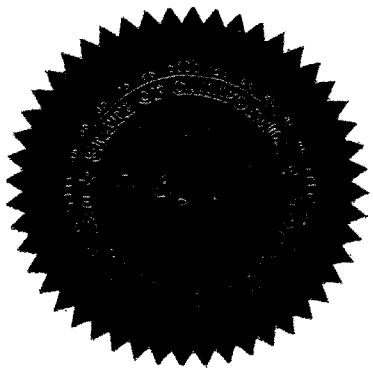
of Pennsylvania, organized under the laws of Pennsylvania, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Boiler and Machinery, Burglary, Sprinkler, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 11th day of September, 2015, I have hereunto set my hand and caused my official seal to be affixed this 11th day of September, 2015.*



Dave Jones
Insurance Commissioner

By

Valerie Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH BIDDER OF A PRINCIPAL CONTRACT, STATE OF CALIFORNIA)

San Luis Obispo County) SS

California)

I, Ned Thompson, being first duly sworn, deposes and says that

he/she is Secretary / Treasurer
(sole owner, a partner, president, secretary, etc.)

of Filipponi & Thompson Drilling, Inc.

the party making the foregoing bid; that such bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such bid is genuine and not collusive or sham; that said 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, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, not to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the pubic body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not directly or indirectly, submitted his/her bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or their financial interest with said bidder in his/her general business.

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 8-4-2026 [date], at Atascadero [city], California [state]."

Ned Thompson
Signature

Secretary / Treasurer
Title

Subscribed and sworn to before me on this 4 day of August, 2026

Seal of Notary

Notary Public Sheryl Reus

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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 San Luis Obispo)

On August 4, 2026 before me, Sheryl Reeves, Notary Public
(insert name and title of the officer)

personally appeared Ned Thompson,
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.

SHERYL REEVES
Notary Public - California
San Luis Obispo County
Commission # 2470350
My Comm. Expires Dec 4, 2027

Signature Sheryl Reeves (Seal)

CERTIFICATE OF BIDDER REGARDING

AFFIRMATIVE ACTION PROGRAM

The Bidder hereby certifies that he or she is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, the California Fair Employment Practices Act of 1964, Executive Order No. 11246, The California Fair Employment Practices Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, related to prohibition of discrimination on the basis of race, color, national origin, sex, disability or age.

Bidder's Name: Filipponi & Thompson Drilling, Inc.

Address: 3250 El Camino Real - Ste D - Atascadero, CA 93422

Name and Title of Signer: Ned Thompson - Secretary / Treasurer

Signature

7/28/2026
Date

(The above certification of the Bidder regarding its affirmative action program shall be filled out completely, signed and submitted by each bidder and shall be part of the Contract Documents.)

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WORKER'S COMPENSATION INSURANCE CERTIFICATE

Prior to execution of the Contract Agreement, the Contractor shall execute the following form as required by Sections 1860 and 1861 of the California Labor Code:

> 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 of said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 8/24/2026

Contractor Filipponi & Thompson Drilling, Inc.

By _____
(Signature)

Title Secertary / Treasurer

Attest:

By _____
(Signature)

Title President

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STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **432680** Entity CORP

Business Name FILIPPONI-THOMPSON DRILLING INC

Classification(s) A C57

Expiration Date 12/31/2026 www.cslb.ca.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2026

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 have ADDITIONAL INSURED provisions or 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 Eyman-Parker Insurance Brokers Inc License #0E44216 P O Box 3947 Fresno CA 93650	CONTACT NAME: Michelle Saake, CISR PHONE (A/C, No, Ext): (559) 222-7722 FAX (A/C, No): (559) 222-1724 E-MAIL ADDRESS: msaake@jgparker.com
INSURED Filipponi & Thompson Drilling Inc P.O. Box 845 Atascadero CA 93423	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Company of CT — 25682 INSURER B : Travelers Property Casualty Co of America — 25674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 26-27 GL BA UMB WC **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			DTCO3G412828TCT26	04/01/2026	04/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			810C34460382626G	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUPC36113012626	04/01/2026	04/01/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UBC34461182626G	04/01/2026	04/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Information Purposes Only

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

James B Parker

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AGREEMENT

LOS OSOS COMMUNITY SERVICES DISTRICT

SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT

This Agreement, made and entered into this _____ day of 20_____, at _____, California, by and between the LOS OSOS COMMUNITY SERVICES DISTRICT referred to as the "OWNER", and _____ hereinafter referred to as the "Contractor."

WHEREAS, the Contractor, as will appear by reference to the records of the Proceedings of the OWNER, was duly awarded the Contract for the Work hereinafter mentioned.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

ARTICLE 1 - Witness to, that for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by said OWNER, and under the conditions expressed in the two bonds, bearing even date with these present, and hereunto annexed, said Contractor agrees with said OWNER, at its own cost and expense, to do all the work and furnish all materials, except such as are mentioned in the Contract Documents to be furnished by the OWNER, necessary to construct and complete in good, workmanlike and substantial manner for the below described work in accordance with the Contract Documents as listed herein and are by such reference made a part hereof.

The work generally consists of the following: The work is comprised of provide two groundwater monitoring wells, located in Los Osos, CA, as specified herein and as shown on the Contract Documents.

ARTICLE 2 - The said OWNER hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, and administrators.

ARTICLE 3 - The said Contractor agrees to receive and accept the price stated in the preceding Bid Sheet as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said OWNER and for all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and for well and faithfully completing the Work, and the whole thereof in the manner and according to the requirements of the Contract Documents therefore, and the requirements of the Engineer under their terms, to wit. Refer to Article 4.6 of the Supplementary General Conditions for retention to be withheld from Progress Payments.

ARTICLE 4 - This contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract exist between the parties. This contract can be modified only by an agreement in writing signed by

both parties. It is also expressly agreed by and between the parties hereto that the Contract Documents shall consist of:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, Acknowledgment of Insurance Requirements, Designation of Subcontractors, Experience Qualifications, Contractor's Licensing Statement, List of Material/Equipment Suppliers, Non-collusion Affidavit, Certificate of Bidder Regarding Affirmative Action Program, Worker's Compensation Insurance Certificate, and all required certificates and affidavits
- Performance Bond
- Payment Bond
- General Conditions
- Supplementary General Conditions
- Technical Specifications
- Drawings as listed in the List of Drawings
- Addenda numbers _____ to _____, inclusive
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto

There are no Contract Documents other than those listed in this Article 4. The Contract Documents may only be amended by Change Order as provided in Article 10 of the General Conditions.

ARTICLE 5 - Contractor agrees to commence work pursuant to this Contract on the date specified in the Notice to Proceed, and to diligently prosecute the same to completion within the time stipulated in the INSTRUCTIONS TO BIDDERS, Article 2.

ARTICLE 6 - The Contractor shall defend, indemnify and save harmless the OWNER, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability occasioned by the performance or attempted performance of the provisions hereof.

ARTICLE 7 - If either party becomes involved in arbitration or litigation arising out of this contract or the performance of it, the court or tribunal in such arbitration or litigation or in a separate suit shall award reasonable costs and expenses of arbitration and litigation, including expert witness fees and attorney fees, to the prevailing party or parties.

ARTICLE 8 - No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought

to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and Contractor have caused this Agreement to be executed the day and year first above written.

LOS OSOS COMMUNITY SERVICES DISTRICT	CONTRACTOR _____
TITLE OF OWNER _____	_____
By _____	By _____ [CORPORATE SEAL]
Attest _____	Attest _____
Address for giving notices	Address for giving notices
_____	_____
_____	_____
_____	_____
_____	_____
	License No. _____
Approved as to Form:	
_____ (Signature)	Agent for service of process: _____
_____ (Title)	_____

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That I/we, _____ as Principal(s), are firmly bound unto the LOS OSOS COMMUNITY SERVICES DISTRICT in the sum of: _____ dollars, said sum being 100 percent of the amount of the following described contract, to be paid to the said LOS OSOS COMMUNITY SERVICES DISTRICT, its successors and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Owner's Board of Directors, State of California, by formal action on the_____ day of_____ ,20_____ , awarded to said Principal, a contract for the:

LOS OSOS COMMUNITY SERVICES DISTRICT
SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT

in strict conformity with the Contract Documents, and whereas, said Principal, his or her heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract, and any alteration thereof made and therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the OWNER, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any way affect its obligations on the bond, and it does hereby waive notice of any change, extension of time, alteration, or addition in terms of the Contract or to the Work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20 _____.

Contractor_____	Surety_____
By_____	By_____
Title_____	Title_____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

NOTE: Signature of person executing for the Surety must be properly acknowledged.

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ hereinafter referred to as "Contractor," as principal, and _____ as surety, are held and firmly bound unto OWNER in the sum of: _____ dollars ($_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, said Contractor has been awarded and is about to enter into a Contract with said LOS OSOS COMMUNITY SERVICES DISTRICT for the **SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT** as specifically set forth in documents entitled, "Contract Documents and Specifications for LOS OSOS COMMUNITY SERVICES DISTRICT – **SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT** and is required under the terms of the Contract to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Contractor, his Subcontractors, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Sections 3247-3252 inclusive, of the Civil Code of the State of California and acts amendatory therefore, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the person, companies or corporations so furnishing said materials, provisions, provender, equipment or other supplies, appliances or power used in, upon, for or about performance of the work contracted to be executed or preformed, or any person, company or corporation renting or hiring implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefore, shall have complied with the provisions of said laws, then said surety will pay the same in an amount not exceeding the sum herein above set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee as shall be fixed by the court. This bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the

provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____ 20 _____.

Contractor _____ Surety_____

By_____ By_____

Title_____ Title_____

Signature of person executing for the Surety must be properly acknowledged.

NOTICE OF AWARD

Date:_____, 20 _____

To:_____
(Bidder)

Project: LOS OSOS COMMUNITY SERVICES DISTRICT, SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT

You are hereby notified that your bid dated _____, 20_____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

_____
(Indicate "Total Work", alternates, or sections of Work awarded)

The Contract Price of your contract is _____ Dollars ($ _____), corresponding to Bid Schedule ___ in the Bid Documents.
You must comply with the following conditions within fifteen (15) calendar days of the date of this Notice of Award, that is, by _____, 20_____.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents.

2. You must deliver with the executed Agreement the Contract Security Bonds as specified in the Instructions to Bidders, ARTICLE 23; GENERAL CONDITIONS, ARTICLE 5.

3. You must also deliver certificates of insurance as specified in the Instructions to Bidders, ARTICLE 24 and 25; GENERAL CONDITIONS, ARTICLE 5; and SUPPLEMENTARY GENERAL CONDITIONS, ARTICLE 11 (including proof of Unemployment Insurance payments)*.

4. (List other conditions precedent.)

_____

_____

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. Within fifteen (15) calendar days after you comply with these conditions, the OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

By _____
GREG KWOLEK, GENERAL MANAGER

**Proof of Unemployment Insurance may be in the form of Company tax or payroll documentation, or other suitable documentation.*
Copy to the ENGINEER

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NOTICE TO PROCEED

Date: _____, 20_____

To: _____
(Contractor)

Project: LOS OSOS COMMUNITY SERVICES DISTRICT
SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT

You are notified that the Contract Time under the above contract will commence to run on _____, 20 _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with ARTICLE 2 of the Instructions to Bidders, the project is to be completed by _____ 20 _____.

The Contract provides for an assessment of liquidated damages of the sum stipulated in Article 6.1 of the Supplementary General Conditions, for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Before you may start any Work at the site, you must

(add any applicable requirements)

_____

_____

_____

LOS OSOS COMMUNITY SERVICES DISTRICT

By:_____
GREG KWOLEK, GENERAL MANAGER

Copy to ENGINEER

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CHANGE ORDER

Contract Changer Order No. Date
Engineer's No. 0384-00011-00-00513

CONTRACT TITLE: **SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT**

CONTRACTOR:

DESCRIPTION OF CHANGES	NET CHANGE
NET CHANGE IN CONTRACT PRICE	$
Original Contract Amount Total Previous Changes Amount of this Change New Contract Total Change in Contract Time	$ $ $$

This document will become a supplement to the Contract and all provisions will apply hereto.

Recommended by ENGINEER Date

Approved by CONTRACTOR Date

Approved by OWNER Date

CHANGE ORDER INSTRUCTIONS:

A. General Information: This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect Contract Price or Contract Time.

B. Completing the Change Order Form: Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from OWNER, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to OWNER for approval. Engineer should make distribution of executed copies after approval by OWNER.

If a change only applies to either price or to time, cross out the part of the tabulation that does not apply.

WORK DIRECTIVE CHANGE
(Instructions on reverse side)

No._____ DATE:_____

PROJECT: SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT

CONTRACTOR:

ENGINEER: WALLACE GROUP (Project No. 0384-0011-00-00513

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

Description:

Attachments:

_____

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

Method of determining change in Time:

Method of determining Contract Price:

_____

RECOMMENDED: AUTHORIZED:

By_____ By_____

Title_____ Title_____

WORK DIRECTIVE CHANGE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Time. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Time, a Field Order may be used.

B. COMPLETING THE WORK DIRECTIVE CHANGE FORM

The Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between the Engineer and the Contractor, the Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Directive change must be issued to change the time or Contractor may stop the changed Work when the estimated time is reached. If the Work Directive Change is not likely to change the Contract Time, the space for estimated increase (decrease) should be marked "Not Applicable."

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME: Mark the Method to be used in determining the change in Contract Time and the estimated increase or decrease in Contract Time. If the change involves an increase in the Contract Time and the estimated time is approached before the additional or changed Work is completed, another Work Directive Change must be issued to change the time or Contractor may stop the changed Work when the estimated time is reached. If the Work Directive Change is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable."

Once the Engineer has completed and signed the form, all copies should be sent to the OWNER for authorization because the Engineer alone does not have authority to authorize changes in Price or Time. Once authorized by the OWNER, a copy should be sent by the Engineer to the Contractor.

Once the Work covered by this directive is completed or final cost and time determined, the Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIME. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Los Osos Community Services District
2122 9th Avenue, Suite 110
Los Osos, CA 93402

NOTICE OF COMPLETION

Project Title: **SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT**

Date of Substantial Completion: _____

OWNER: _____ APN NO. [_____]

The Project or portion of The Project completed is: **SWEET SPRINGS GROUNDWATER MONITORING WELLS PROJECT**

Notice of Completion Date: _____

The location of The Project is: Los Osos, San Luis Obispo County, California

The work performed under this contract has been inspected by authorized representatives of the OWNER, the Contractor, and the Engineer, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the OWNER and declared to be substantially completed on the above date.

Completion of the Work shall be the date of such acceptance of the Work by the OWNER, as provided under California Civil Code Section 3086. Completion shall mean substantial performance of the contract as such is defined in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

A list of all items remaining to be completed or corrected is appended hereto. All such work shall be completed or corrected to the satisfaction of the OWNER within 30 calendar days, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the OWNER under the Contract to cover the value of such uncompleted or uncorrected items.

NO TRANSFERORS

WALLACE GROUP _____ By_____ Date:_____
Engineer Authorized Representative/Date
Steven G. Tanaka, PE

The Contractor hereby accepts the above Notice of Completion and agrees to complete and correct all of the items on the appended list within 30 calendar days or waives all rights to any monies withheld therefor.

_____ By_____ Date:_____
Contractor Authorized Representative/Date
(PRINTED NAME HERE)

The OWNER accepts the project or specified area of the project as substantially completed and will assume full possession of the Project or specified area of the Project at _____(time), on _____(date). The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the OWNER after that date.

I, the undersigned say: I am the GENERAL MANAGER of the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

FOR THE OWNER

LOS OSOS COMMUNITY SERVICES DISTRICT
2122 9TH STREET, SUITE 110
LOS OSOS, CA 93402

By_____
Authorized Representative/Date
Greg Kwolek, General Manager

REMARKS: The following supplementary sheets listing such items remaining to be completed or corrected are hereby made a part of this document by this reference thereto.

CONSENT OF SURETY - RETAINAGE
Request for Adjustment of Retainage

PROJECT TITLE_____ PROJECT NO_____

PROJECT MANAGER_____ CONTRACT NO._____

RESIDENT PROJECT REPRESENTATIVE _____

CONTRACTOR _____

The Contractor,_____, hereby requests

that the percentage of progress payment estimates retained by the OWNER under the provisions of the Contract

Documents be REDUCED to _____% DISCONTINUED.
(Delete inapplicable term)

by_____ _____
Contractor Representative Date

The Surety on the Performance Bond for said Project_____ hereby approves the foregoing request.

Power of Attorney must be attached to original copy

by_____ _____
Attorney-in-fact Date

Approval IS/IS NOT recommended: The percentage of completion of _____ 20_____ is

_____ % and the present percentage of elapsed time as of _____ 20_____ is

_____ %.

by_____ _____
Resident Project Representative Date

Approval IS/IS NOT recommended:

by_____ _____
Project Manager Date

APPROVED/DISAPPROVED by_____ _____
District General Manager Date

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CONSENT OF SURETY - Final Payment

PROJECT NAME_____ PROJECT NO._____

LOCATION_____ CONTRACT NO. _____

TYPE OF CONTRACT_____

AMOUNT OF CONTRACT_____

In accordance with the provisions of the above named contract between the OWNER and the Contractor, the following named surety:

_____

_____

on the Payment Bond of the following named Contractor:

_____

_____

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the OWNER, California, as set forth in said Surety company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____day of _____ 20_____.

_____
(Name of Surety Company)

_____
(Signature of Authorized Representative)

TITLE:_____

(Corporate Seal)

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UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(California Civil Code 3262(d)2)

The undersigned has been paid and has received a final payment in the sum of:

$_____ for labor, services, equipment, and material furnished to:

_____
(Your Customer)

on the job of _____
(OWNER)

located at _____
(Job Description)

and does hereby waive and release pro tanto* any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to:

_____ through _____

only and does not cover any retention or items furnished after that date.

Dated_____

_____
(Company Name)

By _____
(Title)

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

*For so much; for as much as may be; as for as it goes.

Reimbursement Agreement for
Sweet Springs Monitoring Wells Project

DRAFT

This Reimbursement Agreement (Agreement) is entered into as of _____, 2026 (Effective Date), by and between the Los Osos Community Services District (District) and the Los Osos Basin Management Committee (BMC), collectively referred to as the Parties.

Recitals

A. BMC desires to implement the Sweet Springs Monitoring Wells Project (Project) to support groundwater monitoring and management of the Los Osos groundwater basin.

B. The District will administer construction contracting and receive and pay invoices for construction and potentially other services and expenses related to the Project. The District will own the completed monitoring wells and related improvements.

C. The Parties intend that BMC reimburse the District in full for all actual costs incurred by the District in connection with the Project, including construction and other Project costs. Any District contribution toward BMC's funding of the Project will be accounted for separately from reimbursement under this Agreement.

D. The Parties desire to establish the scope of reimbursable costs, billing and payment procedures, and their respective responsibilities.

NOW, THEREFORE, the Parties agree as follows:

1. Project scope and administration

The Project includes the planning, design, permitting, procurement, construction, installation, development, testing, inspection, and closeout of the Sweet Springs monitoring wells and related improvements, including associated site work and restoration. The District will administer contracts entered into by the District, receive and review Project invoices, and pay amounts properly due under those contracts. BMC will coordinate with the District regarding Project scope, funding, and technical requirements.

The District's General Manager or designee and BMC's Executive Director will coordinate Project administration. Neither Party is required to undertake work beyond its lawful authority.

2. Costs eligible for full reimbursement

BMC shall reimburse the District for one hundred percent (100%) of all actual costs incurred by the District in connection with the Project (Project Costs). Project Costs include, without limitation:

(a) Construction contractor and subcontractor charges, mobilization, drilling, well installation and development, materials and equipment, testing, site preparation, restoration, approved change orders, and retainage when paid or payable.

(b) Engineering, hydrogeologic, surveying, environmental, geotechnical, laboratory, construction management, inspection, and other consultant or professional services.

(c) Permit and regulatory fees, access agreements, easements, recording fees, required environmental compliance and mitigation, and other costs necessary to authorize or complete the Project.

(d) District staff time for procurement, contract administration, coordination, meetings, invoice review, accounting, inspection, and closeout, charged at actual salary or wage cost plus applicable employer benefit and payroll costs. Allocable overhead may be included only under a documented, consistently applied District cost allocation method. No profit or unsupported markup shall be charged.

(e) Project-specific legal services, advertising and bid expenses, taxes, shipping, insurance and bonding expenses borne by the District, and other documented expenses reasonably related to implementing and closing out the Project.

Project Costs include costs incurred before the Effective Date and costs incurred afterward, including obligations paid after construction is complete. Reimbursement is not limited to engineering services or contractor construction invoices. Routine operation and maintenance after Project closeout are outside this Agreement unless added by written amendment.

3. Billing and payment

The District may submit reimbursement invoices monthly, or more frequently when necessary to meet contractor or other payment deadlines. Each invoice will identify the Project Costs and include reasonable supporting documentation, such as contractor or consultant invoices, payment records when available, and a summary of staff time and applicable cost rates. An underlying amount properly due may be billed before the District pays it; the District will apply the reimbursement to that obligation and provide evidence of payment upon request.

BMC shall pay each reimbursement invoice in full within thirty (60) calendar days after receipt. At the District's written request, BMC shall provide an advance for identified upcoming Project obligations before the District's payment deadline. Advances will be credited against the corresponding costs and reconciled at closeout.

BMC shall notify the District in writing of any disputed charge within fifteen (15) calendar days after receipt, identifying the amount and specific reason for the dispute. BMC shall timely pay all undisputed amounts. The Parties' designated representatives shall promptly work to resolve disputed amounts, and BMC shall pay any amount determined to be due within fifteen (15) calendar days after resolution. An invoice dispute does not authorize withholding unrelated payments.

4. Funding and separate member contributions

BMC is responsible for arranging and maintaining sufficient funding to reimburse all Project Costs. Its reimbursement obligation is not contingent on receipt of grants, contributions from its members, or other third-party funding, or on successful completion of the Project.

BMC shall reimburse the District for the full amount of Project Costs without deducting any District member contribution or cost share. Any District contribution to BMC's Project funding shall be billed, paid, and accounted for separately under the applicable BMC budget or cost-sharing arrangement. This Agreement does not establish or modify any member's contribution percentage or independently obligate a BMC member that is not a signatory.

5. Changes and credits

The District will notify BMC promptly of material anticipated cost increases and consult with BMC before committing to material changes in Project scope. Change orders and other commitments shall be approved through the District's applicable authorization procedures. If BMC requests a scope change, the District will confirm its ability to implement the change before undertaking it. Lack of a separate BMC approval of an

invoice does not relieve BMC of reimbursement for costs within the Project scope or existing contractual commitments.

Refunds, credits, insurance proceeds, or other recoveries received by the District for costs reimbursed by BMC shall be credited to BMC, net of documented expenses incurred to obtain the recovery. No cost may be reimbursed twice.

6. Ownership and records

The District will own the completed monitoring wells and related improvements. Reimbursement does not transfer ownership to BMC. Future operation, maintenance, monitoring, access, and data-sharing responsibilities may be addressed in a separate agreement; they are not established by this Agreement.

The District will maintain records supporting Project Costs for at least five (5) years after final reconciliation, or longer if required by applicable law or a Project funding condition. BMC may inspect those records during normal business hours upon reasonable notice, subject to applicable confidentiality and privilege protections.

7. Term and termination

This Agreement remains in effect through Project closeout and final financial reconciliation. Either Party may terminate it upon thirty (60) calendar days' written notice. Upon notice, the District will take reasonable steps to avoid additional commitments and minimize termination costs, consistent with existing contracts and legal obligations.

Termination does not relieve BMC of responsibility for Project Costs incurred or committed before termination becomes effective, including noncancelable obligations, reasonable cancellation and demobilization expenses, site stabilization, and necessary closeout costs. If BMC fails to make a required payment, the District may, after written notice and fifteen (15) calendar days to cure, suspend new work or new commitments to the extent permitted by its contracts and applicable law.

The District will submit a final reconciliation after all Project obligations have been resolved, credit unused advances, and return any excess reimbursement. Payment, reconciliation, ownership, and record retention obligations survive termination or expiration.

8. Notices

Formal notices shall be in writing and delivered personally, by mail, or by email with acknowledgment of receipt, to the contacts below. Routine invoices and supporting documents may be transmitted electronically to the billing contacts designated by the Parties. Either Party may update its contact information by written notice.

District: Greg Kwolek, General Manager, Los Osos Community Services District
Mailing address: 2122 9th Street, #110, Los Osos, CA 93402
Email: gkwolek@losososcsd.org

BMC: Dan Heimel, Executive Director, Los Osos Basin Management Committee
Mailing address: 2122 9th Street, #106, Los Osos, CA 93402
Email: danheimel@confluencees.com

9. General provisions

This Agreement governs reimbursement between the Parties and does not create a partnership, employment relationship, or joint venture. Each Party remains responsible for its own acts and omissions under applicable law. This Agreement does not alter contractor insurance or indemnity obligations or create rights for contractors or other third parties.

This Agreement constitutes the entire agreement regarding its subject matter and may be amended only in writing signed by authorized representatives of both Parties. Neither Party may assign this Agreement without the other Party's written consent. It binds the Parties and their permitted successors and assigns.

This Agreement is governed by California law. Venue for proceedings arising from it shall be in San Luis Obispo County, California, subject to applicable jurisdictional requirements. If a provision is unenforceable, the remaining provisions remain effective to the extent the Agreement's purpose can still be fulfilled. Failure to enforce a provision does not waive the right to enforce it later.

This Agreement may be signed in counterparts and by electronic signature. Each signatory represents that the signatory is authorized to execute this Agreement on behalf of the represented Party.

Signatures
IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

LOS OSOS COMMUNITY SERVICES DISTRICT

By:

Greg Kwolek, General Manager
Date:

LOS OSOS BASIN MANAGEMENT COMMITTEE

By:
Dan Heimel, Executive Director

Date:

APPROVED AS TO FORM

By:

BMC Counsel: Craig Steele
Date: