

**SUPPLEMENTAL AGREEMENT FOR
CONSTRUCTION, MAINTENANCE, REPAIR AND REHABILITATION SERVICES
AT THE RIVERSIDE WATER QUALITY CONTROL PLANT, CITY-WIDE SEWER
COLLECTION SYSTEM, TEQUESQUITE LANDFILL, AND CITY-WIDE STORM
DRAIN SYSTEM**

Contractor: G.S.E. CONSTRUCTION COMPANY, INC.

Project Name: Digester No. 5 Cleaning, RFP No. WQCP 2023-05

The Scope of Work ("Work") for Digester No. 5 Cleaning, RFP No. WQCP 2023-05 ("Project"), a copy of which is attached hereto as Exhibit "1" and incorporated herein by this reference, shall constitute a supplement to the Master Agreement for Construction, Maintenance, Repair And Rehabilitation Services At The Riverside Water Quality Control Plant, For City-Wide Sewer Collection System, Tequesquite Landfill, and City-Wide Storm Drain System by and between the City and Contractor dated this 7th day of April, 2022 ("Agreement"). Contractor agrees to perform the Work described in Exhibit "1" within the time set forth in the Notice to Proceed for a fee amount of Three Hundred Thirty-Eight Thousand One Hundred Dollars (\$338,100.00), unless otherwise modified by change order. Prior to City's execution of this Supplemental Agreement, Contractor shall provide the City with Performance and Payment Bonds as specified in Section 14 of the Agreement on the forms attached thereto. Performance of the Work shall be subject to the terms and conditions contained in the Agreement.

Dated this 3rd day of November, 2023.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____

City Manager

Attest: _____

City Clerk

Certified as to funds availability:

By: _____

Finance Director

APPROVED AS TO FORM:

By: _____

Deputy City Attorney

G.S.E. CONSTRUCTION COMPANY,
INC., a California corporation

By: _____

Print Name: Dennis Gutierrez

Title: President

By: _____

Print Name: Iris Sosa

Title: Secretary

EXHIBIT "1"

SCOPE OF WORK

EXHIBIT "1"



August 31st, 2023

Usha Kademani
City of Riverside

RE: Digester No. 5 Cleaning

Dear Usha,

We are pleased to provide a proposal for the following scope of work; **Digester No. 5 Cleaning per WQCP 2023-05 email request 08.23.2023.**

The scope of work for this project is as follows;

1. Remove the existing sludge inside the digester and transport to dispose it at a legal dumpsite. The estimated amount of sludge is approximately 198,341 gallons.
2. Pressure wash with onsite recycled water to remove buildups and clean the interior walls, floor, and roof.
3. Hose off, collect, and transport the disposed cleaning residue to a legal dumpsite.
4. Scope of work from Wastewater Solids Management (cleaning subcontractor) below:

Wastewater Solids Management Company will remove all sludge, grit and other miscellaneous materials from the digesters, screen the material and transfer the residual sludge solids to the onsite drying beds. The biosolids will be screened to a minimum 3/16" capture rate and the screenings will be deposited in roll-offs for offsite disposal. The screened material will be transferred to a mixing tank and passed across a 2.0 M mobile belt filter press unit. The dewatered solids will be conveyed into end dump trailers for offsite disposal. The filtrate water will be discharged to a point designated by City personnel. WWSM Company personnel will then hydro-wash the interior of the digester utilizing high volume water (300 gpm, 80 psi). Hydro-washing services will remove sludge and other material from the interior surfaces of the digester structure, however, some closely adhered materials may remain upon completion. (Struvite, vivianite, etc.). Wastewater Solids Management Co., Inc. will provide these services with the following provisions:

- ④ Digester Dimensions: 75' D; 28' SWD; 3' Cone
- ④ Minimum Side and Top Access Hatches: 30"
- ④ Maximum volume: 198,500 gallons (5' solids depth)
- ④ < 8% solids concentration
- ④ Max. sludge volume: 400 WT
- ④ < 500' to staging area and discharge point
- ④ Minimum filtrate return flow rate: 500 gpm
- ④ Maximum filtrate return concentration: 2,500 mg/L

Our price for this work is...

\$338,100

Breakout (For Informational Purposes Only) ...

Bid Item 1 – Digetser Cleaning ...	\$323,100
Bid Item 2 – Pressure Washing & Disposal ...	\$5,000
Bid Item 3 – Mobilization/Demobilization ...	\$10,000

This proposal excludes the following items;

- Overtime premiums or weekend work.
- Engineering
- Hazardous material handling or disposal.
- Ground Utility Locating.
- Sandblasting or Struvite removal ... tank to be pressure washed from tank floor (no scaffolding included).
- Any work not specifically included.

We appreciate the opportunity to bid on this project. Please feel free to contact me if you have any questions.

Sincerely,

Nate Jones

Vice President - Estimating
Mobile: (925) 525-2320
njones@gseconstruction.com

PERFORMANCE BOND

Bond No. 9419868
Bid No. N/A
Premium: \$3,198.00

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 2023, the CITY OF RIVERSIDE ("CITY") awarded to G.S.E. CONSTRUCTION COMPANY, INC., a California corporation; State Contractor's License No. 401498 ("PRINCIPAL") a contract for performance of the work described as Digester No. 5 Cleaning, RFP No. WQCP 2023-05; ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond ("BOND") to guarantee PRINCIPAL's faithful performance of all provisions of the CONTRACT; and

WHEREAS, Fidelity and Deposit Company of Maryland ("SURETY"), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of Three Hundred Thirty-Eight Thousand One Hundred Dollars (\$338,100.00), for which payment well and truly to be made to CITY or CITY's successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL's part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY's officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

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IN WITNESS WHEREOF, we sign and seal this BOND on September 29th, 2023.

Correspondence or claims relating to
this BOND should be sent to SURETY at
the following address:

4 Embarcadero Center, Suite 3740

San Francisco, CA 94111

Telephone No. (916) 952-0800

NAME:

G.S.E. CONSTRUCTION COMPANY, INC.,
a California corporation

By:  (Seal)

Dennis Gutierrez, President

Typed Name and Title

Fidelity and Deposit Company of Maryland

Surety

 (Seal)

Attorney-In-Fact

Stanley J. Matanga, Attorney-In-Fact

Typed Name and Title

Note: Signatures of those executing for
SURETY must be acknowledged, and a
Power of Attorney attached.

APPROVED AS TO FORM

BY: 
Deputy City Attorney

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stanley J. MATRANGA and Eric V. MATRANGA, both of Granite Bay, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of August, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 13th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Placer)

On September 29, 2023 before me, Eric Matranga, Notary Public,

Date

Here Insert Name and Title of the Officer

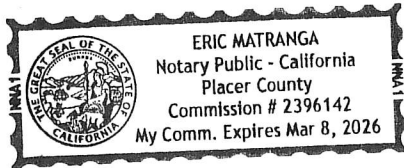
personally appeared Stanley J. Matranga

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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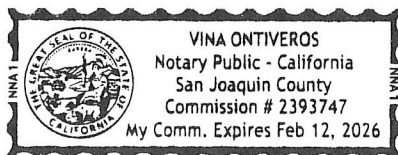
State of California)

County of San Joaquin)On September 29, 2023 before me, Vina Ontiveros-Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Dennis Gutierrez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Vina Ontiveros
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

PAYMENT BOND

Bond No. 9419868

Bid No. N/A

Premium: Included in Perf. Bond

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 2023, the CITY OF RIVERSIDE ("CITY") awarded to G.S.E. CONSTRUCTION COMPANY, INC., a California corporation; State Contractor's License No. 401498 ("PRINCIPAL") a contract for performance of the work described as Digester No. 5 Cleaning, RFP No. WQCP 2023-05; ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Payment Bond ("BOND") to secure payment of the claims of persons described in California Civil Code section 9554(b); and

WHEREAS, Fidelity and Deposit Company of Maryland ("SURETY"), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hold and firmly bind ourselves unto CITY and all persons and entities described in California Civil Code section 3248(b) whose claims are not paid by PRINCIPAL in the total sum of Three Hundred Thirty-Eight Thousand One Hundred Dollars (\$338,100.00), for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 9100, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL's subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney's fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 9554(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code (commencing at Section 9550) and all amendments thereto, which provisions are incorporated herein by this reference.

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IN WITNESS WHEREOF, we sign and seal this BOND on September 29th, 2023.

Correspondence or claims relating to
this BOND should be sent to SURETY at
the following address:

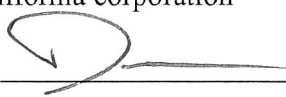
4 Embarcadero Center, Suite 3740

San Francisco, CA 94111

Telephone No. (916) 952-0800

NAME:

G.S.E. CONSTRUCTION COMPANY, INC.,
a California corporation

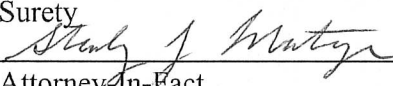
By:  (Seal)

Dennis Guherrez, President

Typed Name and Title

Fidelity and Deposit Company of Maryland

Surety

 (Seal)

Attorney-In-Fact

Stanley J. Matranga, Attorney-In-Fact

Typed Name and Title

Note: Signatures of those executing for
SURETY must be acknowledged, and a
Power of Attorney attached.

APPROVED AS TO FORM

BY:


Deputy City Attorney

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stanley J. MATRANGA and Eric V. MATRANGA, both of Granite Bay, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of August, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 13th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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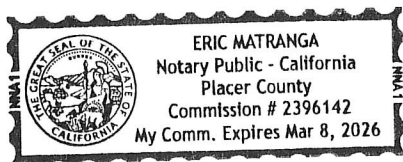
State of California)
County of Placer)

On September 29, 2023 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
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☐ Individual ☐ Attorney in Fact
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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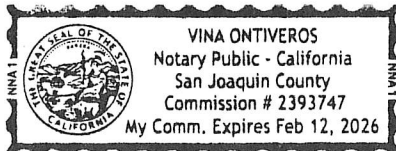
State of California)
County of San Joaquin)

On September 29, 2023 before me, Vina Ontiveros-Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Dennis Gutierrez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Vina Ontiveros
Signature of Notary Public

Place Notary Seal Above

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Signer Is Representing: _____

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Signer Is Representing: _____