PROPOSAL

The undersigned hereby declares, as Bidder, that the only persons or parties interested in this proposal as principals are those named herein; that no director or any other officer or employee of the Eastern Municipal Water District is in any manner interested directly or indirectly in this proposal or in the profits to be derived from the contract proposed to be taken; that this bid is made without any connection with any person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the Notice Inviting Bids (or Bidding Information) and the Instructions to Bidders and agrees to all the stipulations contained herein; that he proposes and agrees that if his bid as submitted in the attached sheets, be accepted he will contract in the form so approved and furnish the items called for in accordance with the provisions of said approved form of Agreement and the Specifications and to deliver the same within the time stipulated therein; and that he will accept in full payment therefore the prices named in said Bid Sheet.

The Bidder further agrees, that upon receipt of written notice of the acceptance of this proposal within 60 days after the day of opening bids (unless otherwise specified in the Notice Inviting Bids or Bidding Information) he will execute and return the Contract in accordance with the proposal as accepted and furnish the required bond(s) within SEVEN (7) days from the date of mailing the Notice of Acceptance of Proposal to him at his address given below, or within such time as allowed by the Engineer; and that upon his failure or refusal to do so within the said time, then the certified or cashier's check or bond accompanying this bid shall become the property of and be retained by the Eastern Municipal Water District as liquidated damages for such failure or refusal, and shall be deposited with the Treasurer of said Eastern Municipal Water District as monies belonging to the Eastern Municipal Water District; provided, that if said Bidder shall execute the Contract and furnish the required bond within the time aforesaid, his check or bond shall be returned to him thereafter.

The Bidder further declares that the surety or sureties named in the attached sheet have agreed to furnish bond in form and amount set forth in the accompanying Notice Inviting Bids (or Bidding Information) and paragraph B-6 of the Instructions to Bidders, in the event contract is awarded on basis of this proposal.

Company: MYERS AND SONS CONSTRUCTION

Address: 4100 NORTH GATE BLVD, SACRAMENTO, CA 95834

Date: 2/22/17

By: CLINTON W. MYERS

(Print Name) (Name should appear below)

(Signature of Owner or Officer required)

<table>
<thead>
<tr>
<th>Name(s) and Title of Member of Firm or Office of Corporation authorized to enter into a binding Contract:</th>
<th>Address (if different from above)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

For further details on this proposal, please contact:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
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</table>

<table>
<thead>
<tr>
<th>Email Address:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>
EASTERN MUNICIPAL WATER DISTRICT  
SPECIFICATION NO. 1294W  
DAILY ROAD DRAINAGE AND HYDRO BOOSTER STATION

BIDDER’S 8-YEAR EXPERIENCE RECORD &  
RESUMES OF KEY PERSONNEL

All bidders must provide a detailed 8-year experience record showing successful completion, as  
a General Contractor, (Class A) of at least five (5) similar projects within the last 8 years as  
follows:

List requirements below, i.e:

A. Contract Type - Public Works  
B. Booster Pumping Stations  
C. Installation of 12” and larger pipelines

Additionally, bidders must include resumes of key personnel proposed to work on this project  
when submitting your bid. This information will be critical in meeting requirements as a  
responsible bidder.

*Failure to submit any of the above-mentioned information with your bid “may” deem your bid  
non-responsive*
<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE/DESCRIPTION OF WORK</th>
<th>VALUE OF WORK PERFORMED</th>
<th>LOCATION OF WORK (CITY)</th>
<th>ENGINEER / CONTACT PERSON ADDRESS &amp; PHONE #</th>
<th>OWNER / CONTACT PERSON ADDRESS &amp; PHONE #</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>See attached</td>
<td></td>
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</tbody>
</table>
Project Description

The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for the new construction of a 3.0 million gallon pre-stressed concrete tank, CMU control building, and (4) new 100 HP vertical turbine pumps, electrical power and control systems, new PLC control panel and instrumentation, tie-in to city water system, site paving, new fence and gates and all other items in the plans and specifications.

Contractual Information

<table>
<thead>
<tr>
<th>Myers &amp; Sons Project Manager</th>
<th>Kirk Johnson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any applicable internal agreement number</td>
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</tr>
<tr>
<td>Key Staff and Roles</td>
<td>Superintendent – Bryan Campini</td>
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<tr>
<td>Myers Role on Project (prime, JV, sub), include percentage of contract breakout</td>
<td>Prime</td>
</tr>
<tr>
<td>Major Subcontractors/Role</td>
<td>Auburn Constructors(Electrical and Integration)</td>
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<tr>
<td>Contract Type</td>
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Project Related Information

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<td>NTP – December 1, 2015</td>
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<td>Scheduled completion – October 2014</td>
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<td>Percent complete construction</td>
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<td>Value of COs to contract and/or time extensions</td>
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<td>What are they if any?</td>
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Owner/Agency Name

<table>
<thead>
<tr>
<th>Owner/Agency Name</th>
<th>City of Woodland</th>
</tr>
</thead>
</table>
| Owner/Agency reference (name, address, phone, fax, email) | 300 Main Street  
Woodland, CA 95695 
Tim Busch, Resident Engineer |
<p>| Include at least two reference contacts per |                   |</p>
<table>
<thead>
<tr>
<th><strong>project</strong></th>
<th>(530) 601-5963</th>
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</thead>
<tbody>
<tr>
<td>Contract Number (not ours, their agreement number)</td>
<td>Contract No. 08-033</td>
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Project Description

The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for the rehabilitation of the D05 Howe Avenue Storm Drain Pump Station, including, but not limited to, installing four new formed suction inlets in existing wetwells, installing four new 700 HP pumps, rewinding tow existing 400 HP pumps, demolishing existing electrical systems, replacing electrical power systems, replacing the PLC control panel, furnishing and installing new instrumentation, replacing gate operators, installing new actuators at gravity bypass gate, replace lighting within the building and on the outside perimeter, reconnecting existing miscellaneous site loads, demolishing existing gate and fencing fabric and replacing with new 1-inch mesh fabric, installing new fence and gates and all other items in the plans and specifications.

Contractual Information

<table>
<thead>
<tr>
<th>Myers &amp; Sons Project Manager</th>
<th>Dion Carr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any applicable internal agreement number</td>
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<tr>
<td>Key Staff and Roles</td>
<td>Foreman – Roger Vorderbruggen</td>
</tr>
<tr>
<td>Myers Role on Project (prime, JV, sub), include percentage of contract breakout</td>
<td>Prime</td>
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<tr>
<td>Major Subcontractors/Role</td>
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<tr>
<td>Owner/Agency Name</td>
<td>County of Sacramento</td>
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<tr>
<td>------------------------------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Owner/Agency reference (name, address, phone, fax, email)</td>
<td>9700 Goethe Road, Ste D</td>
</tr>
<tr>
<td></td>
<td>Sacramento, CA 95827</td>
</tr>
<tr>
<td></td>
<td>Scott Hutcheson, Resident Engineer</td>
</tr>
<tr>
<td></td>
<td>(916) 875-2216</td>
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<table>
<thead>
<tr>
<th>Contract Number (not ours, their agreement number)</th>
<th>Contract No. 4179</th>
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Project Description

Myers & Sons Construction, LP was selected by Harbor View Mutual Water Company as the prime contractor for the construction of the new Harbor View WTP. The work included construction of a new facilities building housing a chemical feed system, dissolved air flotation clarification, pressure filtration, granular activated carbon contact, and chlorine contact treatment processes. The project also included new electrical and controls systems, and other ancillary civil and mechanical improvements.

Major Challenges—Installation of new water treatment plant that incorporated an existing water plant. Installation while keeping the original plant fully operational.

Contractual Information

<table>
<thead>
<tr>
<th>Myers &amp; Sons Project Manager</th>
<th>Scott Wolfenberger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any applicable internal agreement number</td>
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</tr>
<tr>
<td>Key Staff and Roles</td>
<td>Charlie Nicholson, Project Superintendent</td>
</tr>
<tr>
<td></td>
<td>Roy Leyva, Foreman</td>
</tr>
<tr>
<td>Myers Role on Project (prime, JV, sub), Include percentage of contract breakout</td>
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<td>Major Subcontractors/Role</td>
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</tr>
<tr>
<td>Delivery Method</td>
<td>Bid/Build</td>
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<tr>
<td>If DB, also include design firm name?</td>
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<td>Contract Type</td>
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Project Related Information

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<td>Percent complete construction</td>
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<tr>
<td>Claims</td>
<td>What are they if any?</td>
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</table>

Owner

Page - 1
<table>
<thead>
<tr>
<th>Owner/Agency Name</th>
<th>Harbor View Mutual Water Company</th>
</tr>
</thead>
</table>
| Owner/Agency reference (name, address, phone, fax, email) | 8475 Harbor View Drive  
Kelseyville, CA 95451  
Project Designer  
Waterworks Engineers (company address)  
1405 Victor Avenue, Suite A  
Redding, CA 96003  
Joe Ziemann, RE  
1322 Blue Oaks Blvd., Suite 300  
Roseville, CA 95678  
T: (916)780-2888  
E: joez@wwengineers.com |
| Include at least two reference contacts per project | |
| Contract Number (not ours, their agreement number) | P50-1700568 |
RESUMES OF KEY PERSONNEL
(ATTACH HERE)
ENRIQUE ALONZO
Project Manager

Years of Experience
20 (1 with Myers, 19 with others)

Education
B.S., Civil Engineering, California State University Long Beach

Summary of Qualifications
Mr. Alonzo brings 20 years of heavy civil construction experience with a focus on water related projects and infrastructure for both public and private clients. Enrique is a dynamic team member that leverages his field experience and leadership skills to drive excellence in project delivery for clients. He brings a collaborative approach to his teams as well as strong organizational and planning skills as well as a commitment to quality. In his current role as construction superintendent, he manages multi-million dollar project budgets, Quality Assurance programs, construction management, project scheduling and planning, and subcontractor supervision.

Previous Project Experience
- Orange County Sanitation District, P2-66 Headworks Replacement – Orange County, CA; $197M: Civil Manager – directed all civil related work ($40M) as part of a major rehabilitation project of the Orange County Sanitation District’s Headworks Facility. Demonstrated strong project management and leadership skills by overseeing subcontractors scheduling/planning, estimating, budgeting, purchasing, invoicing, safety, change orders, submittals, RFI’s.

- Orange County Public Works, Los Alamitos Pump Station – Los Alamitos, CA; $22M: Construction Manager – responsible for construction and installation of four vertical turbine pumps with a capacity of 200 CFS per pump that were powered by four (4) Waukesha Gas Powered engines.

- Metropolitan Water District, Pressure Control Structure – City of Nuevo, CA; $28M: Field Engineer – collaborated with the project manager to make sure daily field, safety, financial and other key operations functioned seamlessly.

- City of Los Angeles, Terminal Island Treatment Plant Advanced Treatment Facility – Los Angeles, CA; $22M: Project Engineer – responsible for ensuring on time and on budget completion of the project by leading field supervision activities, scheduling/planning, updating/submitting monthly project schedules/billings, purchasing, submittals/RFIs, change orders, safety and furnishing lift and formwork drawings as needed.
• **Eastern Municipal Water District, Recycled Pond Pump Station & Pipelines – Perris, CA; $4M:** Project Manager – built and installed two Recycled Water Pond Pump Stations and associated pipelines, one with an operating capacity of 4,000 gpm with a total of three (3) vertical turbine pumps and the other with an operating capacity of 5,000 gpm and a total of two (2) vertical turbine pumps.

• **Orange County Sanitation District, Various Projects – Multiple Locations Orange County, CA; $21M:** Superintendent – provided quality field supervision, scheduling/planning, updating/submitting monthly project schedule/billings, purchasing, submittals/RFI’s, change orders, safety.
  o **OCSD, P2-47 Secondary Treatment Facilities Process Upgrade; $2M:** Subcontractor to Electrical Outfit – responsible for the construction supervision, estimating, budgeting, purchasing, invoicing, safety, change orders, submittals, RFI’s, scheduling/planning, updating/submitting monthly project schedule/billings.
  o **OCSD, P2-85 Circular Drive Replacement; $2M:** Responsibilities included field supervision, scheduling/planning, updating/submitting monthly project schedule/billings, purchasing, submittals/RFI’s, change orders, safety.
  o **OCSD, Short Term Outfall – Plants 1 & 2; $5M:** Responsibilities included field supervision, scheduling/planning, updating/submitting monthly project schedule/billings, purchasing, submittals/RFI’s, change orders, safety.
  o **Superintendent – OCSD, J-35 Area Classification; $14M:** Responsibilities included field supervision, scheduling/planning, updating/submitting monthly project schedule/billings, purchasing, submittals/RFI’s, change orders, safety.

• **East Valley Water District, Plant 134 Upgrade & Expansion – Highland, CA; $8M:** Project Manager – responsible for the successful construction and installation of the following new Public Works systems: 8 MGD capacity submerged membrane filtration system, chemical storage and feed systems, pump station upgrades, emergency generator system, fire project and security systems.

• **Exposition LRT Phase 2 – Los Angeles, CA; $4M:** Project Manager – with former firm, served as a subconsultant to the Joint Venture team responsible for this design-build light rail project running from Los Angeles to Santa Monica. Responsible for managing the relocation of Southern California Edison conduit/ductbanks along with electrical vertical vaults at Colorado Street from 4th Street to 10th Street in the City of Santa Monica.

• **Doty Bros Construction, Dry Utilities Division – Multiple Projects - Norwalk, CA; $30M:** Project Manager – SCE Contract for the Metro West providing the necessary supervision, labor, material, tools and equipment to perform Underground Civil Construction services for SCE.

• **Metropolitan Water District – Glendora, CA:** Engineering Aide I – in this role, contributed to the development and implementation of the Maintenance Management System resulting in improved quality assurance, data entry and on-site inventory accuracy.
Bryan Evans  
Project Manager

Years of Experience  
17

Education  
B.S., Construction Management, California State University, Chico

Summary of Qualifications  
Mr. Evans has vast experience in water and wastewater treatment projects ranging in size from $23 million to $500 hundred thousand. He has worked for KG Walters Construction, HydroScience Engineers and Syblon Reid Contractors. Mr. Evans' most valuable asset is his ability to communicate effectively. Having work experience on both the design and construction side of this industry he understands how practical operations and processes happen on both sides of the coin. His ability to constructively develop solutions quickly and economically have proven a valuable asset for all parties involved on his projects.

Project Experience

- **Pacific Gas & Electric Hydro-division- Stanislaus Power Tunnel & Fish Screens Project — ; Long Barn, CA; $23M.** As Project Engineer and Scheduler, Mr. Evans’s responsibilities included monthly pay estimates, CPM schedule (P6), daily reports, RFI's, change orders, contract negotiations, claiming quantities and projections (Viewpoint). Daily onsite manager, in charge or personnel hiring/firing, subcontractor scheduling. Detailed coordination with owner on systems shutdowns, integration and facility start-up. Cost loaded weekly CPM schedule updates to monitor cash flow and anticipated return on investment for the owner. Point-man on permits required for this project dealing with: Fish & Game, Forestry Service, Sierra Pacific, Air Quality, Water Quality Board. This project consisted of diversion of the Middle Fork of the Stanislaus River while maintaining constant water supply for PG&E powerhouse with zero shutdowns. The new construction included installation of a state of the art Fish Screening System with 4000 yards of concrete poured at a remote location, the nearest batch plant was two hours away. This project was completed in (2) 7 month work seasons. Responsibilities included monthly pay estimates, CPM schedule (P6), daily reports, RFI's, change orders, contract negotiations, claiming quantities and projections (Viewpoint). (6/2013– 4/2015)

- **El Dorado Irrigation District El Dorado Hills Wastewater Treatment Plant Compliance Improvements – Contract or Project Number; El Dorado, CA; Project Value ($9.0M) As Resident Engineer, Mr. Evans provided construction management and inspection services for this project. Bryan provided project management services on behalf of the owner providing all negotiating and approval of monthly pay applications, change order implementations and day to day issues onsite. He supervised a field staff of full-time and part-time inspectors using special inspectors when necessary all to ensure a quality product was being delivered to the owner. The key component consisted of adding a biological nutrient removal (BNR) tank. Other work included constructing buildings around existing process equipment; modifying the headworks and biofilter; replacing a DAF pump; as well as adding stream flow gauging stations, an effluent outlet pump,

- **City of Roseville West Roseville Tank and Pump Station Project – Contract or Project Number; Roseville, CA; Project Value ($3.2M).** Mr. Evans functioned as the Construction Manager/Inspector. As the point man onsite he represented the owner for design changes and QA/QC being produced by the contractor. ... This project consisted of two 1.0 MG recycled water storage tanks; a recycled water pump station with six vertical turbine pumps totaling 675-hp; approximately 500 feet of pipeline; approximately 1,000 feet of fiber optics construction; and supporting structural, electrical, plumbing, piping, valves, instrumentation, and control work. (-end year)

- **Vung Tau Province MGM Casino Ho Tram Water/Wastewater Facilities – Contract or Project Number; Vung Tau Province Vietnam; Project Value ($4.5M).** Mr. Evans’ firm at the time of this project was both the general contractor and the design engineer. Mr Evans was asked to be project manager, lead inspector, engineering manager all in one. The local comprised staff provided challenges in both culture and construction practices. Integration of western practices was difficult based on lack of availability. This first phase of the MGM Casino is part a 4.2 billion dollar multi-site resort property along the Ho Tram strip in Vung Tau province in Vietnam. We designed and built both the Membrane Bioreactor (MBR) wastewater treatment as well as the Granulated Activated Carbon (GAC) water treatment plant with our own forces in Vietnam. (11/2012 – 4/2013)

- **Sacramento County Regional Plant Wastewater Facilities – Reclamation Project; Sacramento, CA; Project Value ($13.5M).** Mr. Evans performed as the Project Engineer ...Project duties included QA/QC subcontract and purchase order implementation and monitoring. Construction documentation tracking with owner and engineer. Project consisted of implementation and construction of a new sand filter with polymer and chemical injection systems with the goal of secondary treatment of effluent in compliance with Title 22 water in California. ... (6/1999 – 3/2001)

- **South Truckee Meadows Wastewater Facilities – Reno, Nevada Contract or Project Number; Project Value ($20.7M).** Project engineer duties included safety coordinator, daily cost entry, subcontractor scheduling and coordination, piping and mechanical layout, material procurement, (3/2001 – 6/2002)

- **Placer County Water Agency, Sheridan Wastewater Treatment Sprayfield Expansion (1.4M) Project** included the installation of 25 acres of spray fields to dissipate treated effluent. A new pump station, power distribution control building along with automated system (5/2009-7/2010)

- **Thunder Valley Casino Water and Wastewater Facilities- Lincoln, CA Project Value ($9.5M).** Lead Inspector and construction manager. Project consisted of new construction of a wastewater facility using Membrane Bio Reactors. The job was fast tracked to facilitate early opening date of the casino. Job was completed with change orders totally less than 1%. (12/2002- 5/2003)

- **Eldorado Irrigation District, Wastewater Treatment Plant – UV Project; Penn Valley, CA; Project Value ($5.5M).** Mr. Evans performed as the Construction Manager and Lead Inspector on behalf of the owner. Monitored potential change orders and helped owner make cost effect decisions in unforeseen project dilemmas. Project consisted of integration of a new UV disinfection system as an alternative to chlorine gas (9/2012 – 6/2013)

_Myers & Sans Construction, LP_
Kevin Carter

Years of Experience: 20+

Education and Training:
• Oklahoma State University, BS, Construction Management
• Primavera and AutoCAD
• Loader Operator
• Certified Forklift Operator
• Confined Space Trained
• Trench/Excavation Competent Person Trained
• OSHA 30 – 30 Hours of Training Completed
• CPR Certified

Awards:
• 2009 Marvin M. Black Excellence in Partnering (Special Recognition)
• 2008 Arizona Transportation Partnering Excellence Award
• 2008 AGC Build Arizona Award

Career Summary: Kevin has over 20 years of experience in the construction of heavy civil transportation infrastructure, wet utility conveyance, and treatment projects. For the last 10 years Kevin has been primarily involved in Construction Manager at Risk, Design Build, and Public Private Partnership delivery method projects. Kevin has a positive can do attitude that projects onto the others working around him. He has significant experience with conducting pre bid and pre construction conferences. He has developed from inception and organized the bidding process on many successful projects. At the field management level, Kevin utilizes his successful delivery experience of over $250 million in projects, expert knowledge of transportation elements, and experience in projects with Federal funding to effectively plan and execute all elements of the planned project work safely, effectively and to exacting standards and specifications. His partnership-driven approach and experience enables him to consistently achieve quality, cost and schedule benchmarks and successful project completions. Every project Kevin has been on he takes an active role in the field with a dedication to understand the nuts and bolts of the project as well as an overall view. He maintains dedication to produce a quality product to be proud of by all parties.

RELEVANT PROJECT EXPERIENCE

Project Name and ID: Broadway Road Sewer – 51st Avenue to 32nd Street, City of Phoenix (CMAR)
Location: Phoenix, AZ
Project Construction Cost: $61 Million
Percent of Time on Job: 100%
Dates on the project: 2006 – 2014
Project Role: Construction Manager

Project Description: This project was an ambitious Construction Manager at Risk (CMAR) let by the City of Phoenix. The project consisted of 5 total phases. The project was approximately 10 miles of new sewer alignment with pipe sizes ranging from 24” to 42”. The installation was located within the existing street alignment averaging 20’ in depth. The project ran through an older developed part of the city with significant utility crossing density and was riddled with unknown surprises. The project was in an environmentally and geologically sensitive area where extra attention to detail was required. This project also included a major wastewater pipeline that terminated into the regional wastewater plant.

Responsibilities/Duties: As the CMAR for Pulice Construction, Kevin had a unique role of maintaining a profitable position for the company while providing for the owners benefit as well. Four of the phases were 100% subcontracted where Kevin became the role of Construction Manager to the subcontractors to complete their scopes of work. The 5th phase Pulice Construction was the successful recommended bidder and Kevin became the Project Manager as well as maintaining the Construction Manager role. He worked side by side with the City of Phoenix consultant for Engineer of Record and delivered one successful phase after another. Four were completed on time with Contractor Contingency monies left over to roll into the next phases all with no claims. During the fifth phase Kevin accepted employment to join Myers and Sons. Kevin contributed extensively during the pre-construction phase with Engineering to identify the most cost effective alignment in a very challenging corridor. Kevin pioneered out of the box thinking to maneuver an effective alignment that was considered impossible. Prior to Kevin evaluating the situation the owner had accepted that approximately one half of the project needed to be excavated down to 30’-0”. After Kevin completed his analysis, he devised an alignment that had a maximum depth of 22’ and averaged between 16’ and 20’. The alignment suggestion was quickly accepted by the City of Phoenix and incorporated into the project plans.
**Kevin Carter**

**Project Name and ID:** Carefree Highway to Daisy Mountain Waterline, City of Phoenix (CMAR)  
**Location:** Phoenix, AZ  
**Project Construction Cost:** $12 Million  
**Percent of Time on Job:** 100%  
**Dates on the project:** 2004 – 2005  
**Project Role:** Assistant Construction Manager

**Project Description:** The project consisted of new installation of 5+ miles of 24” ductile iron waterline from Carefree Highway to Daisy Mountain along the east side of Interstate 17 (I-17). The project included 10,000 LF of rock trenching 6’ wide 20’ deep. As well, a portion of the project included blasting to clear a path prior to excavations. The rock blasting was adjacent to I-17 so several temporary short duration closures of the Highway were required for public safety.

**Responsibilities/Duties:** Kevin assisted the Construction Manager for this Construction Manager at Risk Project. He was responsible for all document control, project records, correspondence, engineering, as well as field layout. The nature of this project had very specific layout of pipe pieces. The alignment was approximately 25,000 LF and the pipe varied pipe classes, pipe joints, fittings, transitions and appurtenances that had to be placed in exactly the right place. It was not a two or three typical pieces type of job. Kevin was responsible for the layout and placement. There was no rework on the project. It went in right the first time.

**Project Name and ID:** Anthem New River Dual Forcemain, City of Phoenix /Pulte Homes (CMAR)  
**Location:** Phoenix, AZ  
**Project Construction Cost:** $5.7 Million  
**Percent of Time on Job:** 100%  
**Dates on the project:** 2005  
**Project Role:** Construction Manager

**Project Description:** The project consisted of new installation of a dual 12” sewer force main across the New River, river bottom. In addition to the force main a duct bank for dry utilities was installed adjacent to the force main. Approximately ½ mile upstream of the force main the project included a 12” water main was installed across New River. The project was an owner joint venture effort between the City of Phoenix and Pulte Homes as a Developer.

**Responsibilities/Duties:** Kevin was the Construction Manager and Project Manager for this Construction Manager at Risk Project. He was responsible for all document control, project records, correspondence, engineering, as well as field layout. Many times he became the intermediary between owners and assisted the positive relationship of all parties. Because co-owners often had differing goals a workable compromise needed to be achieved. Kevin provided for the solutions to those occurrences.

**Project Name and ID:** Northwest Mesa Treatment Plant, City of Mesa  
**Location:** Mesa, AZ  
**Project Construction Cost:** $12 Million  
**Percent of Time on Job:** 100%  
**Dates on the project:** 1999  
**Project Role:** Assistant Manager

**Project Description:** The project was an expansion effort and retrofit of the existing treatment plant and increased the capacity to 18 mgd. It consisted of two new digesters, secondary sedimentation basins, pump station and chemical handling building. In addition to the new features there was considerable retrofit modification to the existing plant to connect and merge the new expansion components.

**Responsibilities/Duties:** Kevin was the Assistant Project Manager. He was responsible to lead all the engineering, schedule, document control, pricing of change orders and forecasting for the project.
**Project Name and ID:** 91st Avenue Treatment Plant, City of Phoenix  
**Location:** Phoenix, AZ  
**Project Construction Cost:** $64 Million  
**Percent of Time on Job:** 100%  
**Dates on the project:** 1994 - 1998  
**Project Role:** Project Engineer  

**Project Description:** This project was designed to increase the existing treatment capacity from 90 mgd to 120 mgd. The project included retrofit of every existing system in the plant, a new chemical handling facility, extensive modification to the chlorine handling building, remodel of the primary clarifiers, aeration basins and secondary sedimentation basins. The project included one new digester (#15), four new 120’ diameter secondary sedimentation basins, a new RAS/WAS screw pump station, mixed liquor channel, sludge thickener and by change order: demolition of select older style sedimentation basins (Square) in favor of a new more efficient (round) basins.

**Responsibilities/Duties:** Kevin began this project at the lowest college based level which was a field engineer responsible to support field crews with understanding of project plans and survey controls for placement of facilities and improvements. Throughout the project Kevin was promoted to Chief Field Engineer in charge of approximately 15 other field engineers, then to office engineer and later to project engineer over all engineering. In that company the project engineer would answer directly to the Assistant Project Manager, Project Manager and General Superintendent.

**Project Name:** Red Mountain Freeway – Power Road to University Drive, ADOT  
**Location:** Phoenix/Mesa, AZ  
**Project Construction Cost:** $196 Million  
**Percent of Time on Job:** 50%+  
**Dates on the project:** 2007-2008  
**Project Role:** Lead Project Engineer  
**Assistant Manager**  

**Project Description:** Approximately 5 miles of a 6 lane divided freeway with three traffic interchanges and a total of 11 new bridges. The city street intersections included Round-A-Bout design which is uncommon for this area of country. Two of the bridge structures crossed the Central Arizona Project Canal which required extremely delicate construction process around the area to avoid any project generated debris into the canal. Provisions to guarantee no debris was mandatory. The project included a storm water pump station.

**Responsibilities/Duties:** Kevin was responsible to monitor all project quantities are reported and up to date, complete the pay requests, subcontractor and supplier invoices, monitor project costs, forecast projected costs, monitor submittal progress, monitor RFI’s, maintain record drawings and oversee project correspondence was both communicated to the field and filed for future reference. While on the project he authored the majority of change orders and invoices to the owner. He provided guidance to the field crews, subcontractors and up and coming project engineers. He worked hand in hand with the project superintendents.

**Project Name and ID:** I-17 Freeway – Jomax Road to Carefree Highway, ADOT  
**Location:** Phoenix, AZ  
**Project Construction Cost:** $7.9 Million  
**Percent of Time on Job:** 25%  
**Dates on the project:** 2008 – 2010  
**Project Role:** Lead Project Engineer  

**Project Description:** Approximately 6 miles of I-17 Freeway expansion from 2 lane to 5 lanes each way. All work was done while maintaining traffic. Existing bridges were either demolished and replaced or widened with live traffic. The project included 8 new bridges. A significant factor of the project was that multiple other freeway projects in the area were being constructed simultaneously. Therefore, there was a constant communication and coordination between contractors that ordinarily would not ordinarily occur. The coordination efforts were for the benefit of the travelling public.

**Responsibilities/Duties:** Kevin had a unique situation in that he was reserved for a completely different type of project (City of Phoenix Sewer transmission Main 42”-24”) which was on hold. Because of the temporary nature he continued education of the younger project engineers as well as catch all the loose ends or cover tasks that might have been missed or delayed. The position required knowledge of all facets of the project and ability to quickly jump into completely unrelated
tasks at a moment’s notice. Likewise, although the Phoenix sewer project was on hold, there were still duties and deliverables in progress to be completed. Multitasking was a constant daily environment.

<table>
<thead>
<tr>
<th>Project Name and ID:</th>
<th>State Route 51 – Squaw Peak Freeway Bell Road to Loop 101, ADOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>Phoenix, AZ</td>
</tr>
<tr>
<td>Project Construction Cost:</td>
<td>$26 Million</td>
</tr>
<tr>
<td>Percent of Time on Job:</td>
<td>100%</td>
</tr>
<tr>
<td>Dates on the project:</td>
<td>2001 – 2003</td>
</tr>
<tr>
<td>Project Role:</td>
<td>Project Engineer</td>
</tr>
</tbody>
</table>

**Project Description:** Overall the project was approximately 3 miles of six lanes (three each way) of new freeway alignment. It included two new interchange flyover bridges over live traffic, two multi span bridges over the Central Arizona Project Canal, two multi span bridges adjacent to the CAP Canal, two city streets overpass bridges and two pedestrian overpass bridges. The project was considered a balanced earthwork site, however to achieve the balance approximately 2 million cubic yards of soil was hauled on site with a variety of large scrapers, rock trucks dozers and excavators.

**Responsibilities/Duties:** The project management for this project consisted of a Structural Project Manager, a Project Manager over the entire scope of the project and one Project Engineer. Kevin’s role was all coordination of materials, schedule, correspondence, submittals, RFIs, change orders, projections, job cost analysis, daily reports, quantities etc. When the project was approximately 75% complete one project manager moved to a new project and the other was promoted to company Operations Manager. Kevin was tasked with and completed the project and performed the close out.

<table>
<thead>
<tr>
<th>Project Name and ID:</th>
<th>Happy Valley – 35th Avenue to I-17, City of Phoenix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>Phoenix, AZ</td>
</tr>
<tr>
<td>Project Construction Cost:</td>
<td>$7 Million</td>
</tr>
<tr>
<td>Percent of Time on Job:</td>
<td>100%</td>
</tr>
<tr>
<td>Dates on the project:</td>
<td>2003 – 2004</td>
</tr>
<tr>
<td>Project Role:</td>
<td>Construction Manager</td>
</tr>
</tbody>
</table>

**Project Description:** The project consisted of realignment of the existing Happy Valley Road from 35th Avenue to I-17. The project included two multi span concrete girder bridges over Skunk Creek, installation of one mile of 18” ductile iron waterline. The banks at each abutment required a 30’ deep “toe-in” built out of controlled low strength material (clsm) to comply with ultimate scour depth to meet design requirements. The project was constructed while maintaining traffic along Happy Valley Road with very limited project right of way.

**Responsibilities/Duties:** As Construction Manager, Kevin was responsible for all aspects of construction management, contract compliance, scheduling, procurement, and safety. Kevin was tasked with creating a phasing plan so the construction of various items work would allow the public to maintain use of Happy Valley Road. Likewise the City of Phoenix refuse transfer stations were in full use and had a heavy truck traffic demand at all times. It was imperative to the City a competent person was engaged in the project flow and limit impacts to the public throughout construction.

<table>
<thead>
<tr>
<th>Project Name and ID:</th>
<th>Glendale West Aquifer Recharge Facility, City of Glendale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>Glendale, AZ</td>
</tr>
<tr>
<td>Project Construction Cost:</td>
<td>$3 Million</td>
</tr>
<tr>
<td>Percent of Time on Job:</td>
<td>100%</td>
</tr>
<tr>
<td>Dates on the project:</td>
<td>1998</td>
</tr>
<tr>
<td>Project Role:</td>
<td>Project Engineer</td>
</tr>
</tbody>
</table>

**Project Description:** This project was designed take the discharged effluent form the Glendale Treatment Plant and install pipe approximately 4 miles to a series of eight injection wells (essentially a typical well in reverse). The injection wells were designed in depth to strategically introduce water into known underground aquifers. In addition the project included 12 earth holding basins designed to allow water infiltration into shallow depths.

**Responsibilities/Duties:** Kevin was the Project Engineer. The project was only managed by a superintendent and Kevin and they both reported to their Vice President of Operations. He was responsible for all the engineering, schedule, document control, pricing of change orders and forecasting for the project.
LIST OF DESIGNATED SUBCONTRACTORS

<table>
<thead>
<tr>
<th>SPEC #:</th>
<th>1294W</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT TITLE:</td>
<td>DAILY ROAD DRAINAGE AND HYDRO BOOSTER STATION</td>
</tr>
<tr>
<td>NAME OF CONTRACTOR:</td>
<td>MYERS AND SONS CONSTRUCTION LP</td>
</tr>
</tbody>
</table>

In compliance with the provisions of Sec. 4100-4111, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth: the name, location of the place of business, license number, portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. Each portion of Subcontracted work noted in the below table must be specific and contain all major activities associated with completion of the project, outside of the services provided by the bidding Contractor. Ambiguous and/or incomplete Subcontracted work information may deem the bid nonresponsive. Each subcontractor shall possess, both at the time the bid is submitted and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed.

**BIDDER SHALL PROVIDE THE FOLLOWING INFORMATION:**
Company Name, Business Address, Email Address, License No., Contractor Registration No., Subcontract Work, and % Of Total Bid

*PLEASE WRITE LEGIBLY*

<table>
<thead>
<tr>
<th>LICENSED SUBCONTRACTOR’S NAME, BUSINESS ADDRESS, &amp; EMAIL ADDRESS</th>
<th>LICENSE #</th>
<th>SUBCONTRACT WORK (Be Specific)</th>
<th>% OF TOTAL BID</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Name:</strong> Amber Steel</td>
<td>License #: 268546 C-50</td>
<td>Rebar</td>
<td>1.46%</td>
</tr>
<tr>
<td><strong>Address:</strong> 812 S. Willow Ave</td>
<td>DIR Registration #: 1000000430</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> <a href="mailto:ambersteelplans@gmail.com">ambersteelplans@gmail.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Company Name:</strong> Geox Inc</td>
<td>License #: 767301</td>
<td>Concrete Channels</td>
<td>3.57%</td>
</tr>
<tr>
<td><strong>Address:</strong> 1295 Distribution Way Ste 8</td>
<td>DIR Registration #: 100005846</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> <a href="mailto:shelley@geoxinc.com">shelley@geoxinc.com</a></td>
<td></td>
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</tr>
</tbody>
</table>

C-5(d) 00028 Designation of Subcontractors
<table>
<thead>
<tr>
<th>LICENSED SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, &amp; EMAIL ADDRESS</th>
<th>LICENSE #</th>
<th>SUBCONTRACT WORK (Be Specific)</th>
<th>% OF TOTAL BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name: Maddox Electric DBA Hydro Tech Electric</td>
<td>License #: 977838</td>
<td>Electric</td>
<td>6.71%</td>
</tr>
<tr>
<td>Address: 8706 Etica Ave</td>
<td>DIR Registration #: 100001266</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address: <a href="mailto:linda@hydrotechelectric.com">linda@hydrotechelectric.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Do not list alternative subcontractors for the same work) (Use additional pages if needed)
<table>
<thead>
<tr>
<th>Legal Name</th>
<th>Registration Number</th>
<th>County</th>
<th>City</th>
<th>Registration Date</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MYERS AND SONS CONSTRUCTION, LP</td>
<td>10000003073</td>
<td>SACRAMENTO</td>
<td>SACRAMENTO</td>
<td>05/18/2016</td>
<td>06/30/2017</td>
</tr>
<tr>
<td>Legal Name</td>
<td>Registration Number</td>
<td>County</td>
<td>City</td>
<td>Registration Date</td>
<td>Expiration Date</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------------</td>
<td>-----------</td>
<td>-------</td>
<td>-------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>GEOX, INC.</td>
<td>1000005846</td>
<td>SAN DIEGO</td>
<td>VISTA</td>
<td>05/15/2016</td>
<td>05/30/2017</td>
</tr>
<tr>
<td>Legal Name</td>
<td>Registration Number</td>
<td>County</td>
<td>City</td>
<td>Registration Date</td>
<td>Expiration Date</td>
</tr>
<tr>
<td>-----------------------</td>
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<td>----------------</td>
<td>-------------------</td>
<td>-------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>MADDOX ELECTRIC INC.</td>
<td>1000001255</td>
<td>SAN BERNARDINO</td>
<td>RANCHO CUCAMONGA</td>
<td>05/20/2010</td>
<td>05/20/2017</td>
</tr>
</tbody>
</table>
CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of **CALIFORNIA** providing for the registration of contractors. The representations made herein and in the proposal documents are made under penalty of perjury. The undersigned is hereby representing that he is properly licensed both at the time that he submits a bid as well as at the time the contract is awarded, if the contract is awarded to the undersigned.

**CONTRACTOR'S CLASSIFICATION**  
A & B

**LICENSE NUMBER** 941155  
**TYPE** Partner  
**EXPIRATION DATE** 3/31/2018

### A. INDIVIDUAL CONTRACTOR

| NAME OF INDIVIDUAL CONTRACTOR: |
| BUSINESS ADDRESS: |
| PHONE NUMBER: |
| SIGNATURE OF OWNER: |

### B. FIRM OR PARTNERSHIP

| NAME OF FIRM OR PARTNERSHIP: **Myers and Sons Construction LP** |
| BUSINESS ADDRESS: **4000 Northgate Blvd. #100, Sacto, CA** |
| PHONE NUMBER: **916-236-9950** |
| SIGNATURE(S) & TITLE OF MEMBERS SIGNING ON BEHALF OF THE PARTNERSHIP: |
| SIGNATURE:  |
| TITLE: **V.P. & PARTNER** |
| SIGNATURE: |
| TITLE: |
| SIGNATURE: |
| TITLE: |

### C. CORPORATION

| NAME OF CORPORATION: |
| BUSINESS ADDRESS: |
| PHONE NUMBER: |
| SIGNATURE OF AUTHORIZED OFFICER OF CORPORATION: |
| SIGNATURE: |
| TITLE: |
STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

MYERS AND SONS CONSTRUCTION LP

License Number 944155

to engage in the business or act in the capacity of a contractor
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR

Witness my hand and seal this day,

August 21, 2013

Issued March 8, 2010

Joan M. Hancock, Board Chair

Stephen P. Sands, Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.
CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 944155

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on
this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear
below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 2/24/2016 8:34:37 AM

Business Information
MYERS AND SONS CONSTRUCTION LP
4600 NORTHGATE BLVD STE 100
SACRAMENTO, CA 95834
Business Phone Number: (916) 283-9550

Entity: Partnership
Issue Date: 03/08/2010
Expire Date: 03/31/2018

License Status

This license is current and active.
All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR

Bonding Information
Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Bond Number: 105737288
Bond Amount: $15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number 106166092 for FRAILEY KURTIS RAYMOND in the amount of
$12,500 with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Effective Date: 10/09/2014

Workers' Compensation
NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the [Vice President] of [Myers and Sons Construction, LP] the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [2/02/17] [date], at [Sacramento] [city], [California] [state].

Signed: [Signature]

Name: [Clinton W. Myers] (Print Name Here)
IRAN CONTRACTING ACT CERTIFICATION
/Public Contract Code sections 2202-2208/

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars ($1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran.

For bids $1,000,000 or more, bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached and submit with their proposal at the time of bid. Failure to do so may deem your bid non-responsive.
IRAN CONTRACTING ACT CERTIFICATION

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars ($1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran.

MUST BE SUBMITTED WITH BID PROPOSAL IF BID AMOUNT IS $1,000,000 OR MORE

Prior to bidding on, submitting a proposal, or executing a contract or renewal for a public entity contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending $20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination, and three-year ineligibility to bid on contracts. (Pub. Cont. Code § 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MYERS AND SONS CONSTRUCTION LP</td>
<td>27-1829007</td>
</tr>
</tbody>
</table>

By (Authorized Signature)

Printed Name and Title of Person Signing

CLINTON W. MYERS, PRESIDENT

Date Executed

2/22/17

C13-3 00046 Iran Contracting Act Certification
**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td>Date Executed</td>
</tr>
</tbody>
</table>
Cal/OSHA Form 300A

Annual Summary of Work-Related Injuries and Illnesses

Bidders shall provide the most current, completed Cal/OSHA Form 300A with their bid (blank form attached)

Failure to submit this form “may” deem your bid non-responsive
OSHA's Form 300A
(Rev 8/1/04)
Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you have no cases, write “0.”

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.33, in OSHA’s recordkeeping rule, for further details on the access provisions for these forms.

<table>
<thead>
<tr>
<th>Total number of cases with days away from work</th>
<th>(G)</th>
<th>Total number of cases with job transfer or restriction</th>
<th>(I)</th>
<th>Total number of other recordable cases</th>
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<tr>
<td>(2)</td>
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<td>(6)</td>
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<td>(3)</td>
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<table>
<thead>
<tr>
<th>Total number of days away from work</th>
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<tbody>
<tr>
<td>(215)</td>
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</table>

<table>
<thead>
<tr>
<th>Total number of days of job transfer or restriction</th>
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<tbody>
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<td>(27)</td>
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<table>
<thead>
<tr>
<th>Injury and Illness Types</th>
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<td>(I) Injuries</td>
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<td>(4) Personal</td>
</tr>
<tr>
<td>(2) Skin conditions</td>
</tr>
<tr>
<td>(5) Hearing loss</td>
</tr>
<tr>
<td>(3) Respiratory conditions</td>
</tr>
<tr>
<td>(6) Other illnesses</td>
</tr>
</tbody>
</table>

Past this Summary page from February 1 to April 30 of the year following the year covered by the Log.

Establishment Information

Your establishment name: Myers & Sons Construction
Street: 6600 Northgate Blvd #100
City: Sacramento
State: CA
ZIP: 95834

Industry description (e.g., "Manufacture of motor-truck trailers")
Construction

Standard Industrial Classification (SIC), if known (e.g., 3715)
1 6
2

OR
North American Industrial Classification (NAICS), if known (e.g., 326212)

Employment Information (if you don't have these figures, see the Worksheet on the back of this OSHA Form 300A to estimate)

Annual average number of employees

Total hours worked by all employees last year
458,082

Sign here

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate and complete.

Vice President

Date

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and submit the collection of information. Persons are not required to respond to a collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of the data collection, contact: U.S. Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to the office.
C-17 Contractor’s Cal/OSHA Compliance History and SIC Code
THIS DOCUMENT IS TO BE SUBMITTED WITH THE PROPOSAL PACKAGE AT TIME OF BID

Bidders shall complete and submit the attached C-17 form with the Proposal Package at time of bid

Failure to fully divulge, complete and submit this form “may” deem your bid non-responsive
C-17 Contractor’s Cal/OSHA Compliance History and SIC Code
THIS DOCUMENT IS TO BE SUBMITTED WITH THE PROPOSAL PACKAGE AT TIME OF BID

<table>
<thead>
<tr>
<th>Bid Date: 2/28/17</th>
<th>Contractor’s Standard Industry Code: 1000003073</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specification No. 1294</td>
<td>Project Name: DAILY ROAD DRAINAGE HYDRO BCEG-</td>
</tr>
<tr>
<td>Contractor name: MYERS AND SONS CONSTRUCTION</td>
<td></td>
</tr>
<tr>
<td>Contractor Address: 4000 NORTHGATE BLVD. #100, SACRAMENTO, CA 95824</td>
<td></td>
</tr>
<tr>
<td>Contractor License No. 944155</td>
<td>Phone No: 916-263-9950</td>
</tr>
</tbody>
</table>

Please answer the following questions:

1. Has the Contractor been cited by Cal/OSHA or any regulatory agency for a violation related to safety or environmental issues within the past seven (7) years? No [ ] Yes [ ]

   If yes, please attach all documentation specific to each violation and what actions have been taken to ensure that there is not a repeat violation.

2. Has the Contractor had a fatality or serious incident per Cal/OSHA on a jobsite within the past ten (10) years? No [ ] Yes [ ]

   If yes, please attach all documentation specific to each violation and what actions have been taken to ensure that there is not a repeat violation.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor’s Representative signature: [Signature] Date: 2/28/17

Failure to fully divulge, complete and submit this form “may” deem your bid non-responsive

FOR EMWD USE ONLY: Field Engineering to forward to Risk Management for review

<table>
<thead>
<tr>
<th>Approved:</th>
<th>No [ ] Yes [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed by Risk Management (signature required):</td>
<td>Date:</td>
</tr>
<tr>
<td>Return to (Field Eng.CAR)</td>
<td>By:</td>
</tr>
</tbody>
</table>

cc: Construction Administrator
File: C-17 Contractor’s Compliance History
<table>
<thead>
<tr>
<th><strong>Date:</strong></th>
<th>8/15/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of person filling out form:</strong></td>
<td>Bill Whittaker</td>
</tr>
<tr>
<td><strong>Job or EQ Number:</strong></td>
<td>LAX 0053</td>
</tr>
<tr>
<td><strong>Code:</strong></td>
<td>OSH Violation Payment</td>
</tr>
<tr>
<td><strong>Vendor name and address:</strong></td>
<td>Accounting Office (OSH) Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142</td>
</tr>
<tr>
<td><strong>Amount purchased for (each):</strong></td>
<td>$14,400.00</td>
</tr>
<tr>
<td><strong>Please list reason for check request:</strong></td>
<td>Myers &amp; Sons Construction and J. Banicki Construction INC. DBA Myers-Banicki, A Sterling Construction Company Joint Venture. Dockets 15-R4D1-2567</td>
</tr>
<tr>
<td><strong>Approval:</strong></td>
<td>Bill Whittaker as per Clinton Myers</td>
</tr>
</tbody>
</table>

*Please attach a copy of back-up including invoice!*
August 3, 2016

Clinton W. Myers
Myers and Sons Construction, LP
4600 Northgate Boulevard, Suite 100
Sacramento, CA 95834

Re: Myers & Sons Construction and J. Banicki Construction, Inc., dba Myers-Banicki A Sterling Construction Company Joint Venture
Cal/OSHA Docket No. 15-R4D1-2567
Inspection No. 1041522

Dear Clinton:

Enclosed is a copy of the Order of the California Occupational Safety and Health Appeals Board adopting the terms of the settlement agreement entered into between the Joint Venture and the Division of Occupational Safety and Health in the above-entitled matter.

The Order accurately represents the agreement, including final assessed civil penalties in the amount of $14,400. Payment of the penalty amount may be directed to the Department of Industrial Relations Accounting Office indicated on the Summary Table attached to the Order. I would advise that you forward a brief transmittal letter with your payment and reference the Cal/OSHA docket number and the citation’s inspection number (1041522) in the letter and on your check. Please provide this office with a copy of your transmittal letter to complete our file.

Please note and comply with the posting requirements on page 2 of the Order.¹

¹ Pursuant to Title 8, California Code of Regulations § 364.2, a copy of the Order must be posted for 15 working days near the site of the alleged violation(s). If the site of the alleged violation(s) no longer exists, the Order may be posted in a conspicuous place where it will be readily observable by employees (for example, in a lunch room or near a time clock).
If the penalty of $14,400 is not paid timely, the Department of Industrial Relations may request a Clerk’s Judgment of the amount of the penalty affirmed in this matter. Any judgment would include the cost of the filing fee and interest (which would continue to accrue until payment of the judgment). Therefore, it would be advisable to promptly pay that penalty or contact the Department of Industrial Relations regarding a payment schedule.

As always, I thank you for the opportunity of representing your firm in this proceeding. If you have any questions, please do not hesitate to call me.

Sincerely,

[Signature]

Robert D. Peterson

RDP: lal

Enclosure

cc/enc.: Nick Kakasenko (via e-mail only)
BEFORE THE
STATE OF CALIFORNIA
OCCUPATIONAL SAFETY AND HEALTH
APPEALS BOARD

In the Matter of the Appeal of:

MYERS & SONS CONSTRUCTION AND J.
BANICKI CONSTRUCTION INC. DBA
MYERS-BANICKI A STERLING
CONSTRUCTION COMPANY JOINT
VENTURE
4600 Northgate Boulevard
Sacramento, CA 95834

Employer

DOCKETS 15-R4D1-2657

ORDER

Good cause having been shown, the above captioned matter is resolved as set forth in this Order and the attached summary table.

IT IS STIPULATED by and between the parties that the terms and conditions set forth in the above-described agreement, are not intended to be and shall not be construed by anyone or any proceeding as an admission of negligence, fault, or wrongdoing whatsoever by Employer.

The parties further stipulate that neither Employer’s agreement to compromise this matter nor any statement contained in this agreement shall be admissible in any other proceeding, either legal, equitable, or administrative, except for purposes of administration and enforcement of the California Occupational Safety and Health Act and in proceedings before the Appeals Board.

The parties further stipulate that no findings or conclusions have been made by any trier-of-fact regarding the citations and fines at issue herein.

IT IS SO ORDERED.

DATED: July 29, 2016
HIC:ao

HOWARD I. CHERNIN
Administrative Law Judge
**SUMMARY TABLE**

**ORDER**

**In the Matter of the Appeal of:**

MYERS & SONS CONSTRUCTION AND J. BANICKI CONSTRUCTION INC. DBA MYERS-BANICKI A STERLING CONSTRUCTION COMPANY JOINT VENTURE

**DOCKETS 15-R4D1-2657**

<table>
<thead>
<tr>
<th>DOCKET</th>
<th>CITATION</th>
<th>SECTION</th>
<th>TYPE</th>
<th>ALLEGED VIOLATION DESCRIPTION MODIFICATION OR WITHDRAWAL</th>
<th>FINAL PENALTY ASSESSED BY BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-R4D1-2657</td>
<td>1</td>
<td>3650(t)(12)</td>
<td>S/A/R</td>
<td>[Failure to ensure Ee industrial truck operator looked in direction of travel and made certain all persons were in the clear before moving] DOSH reclass. as G due to lack of evidence of serious violation. Stipulated penalty.</td>
<td>$14,400</td>
</tr>
</tbody>
</table>

**Site:** LAX Terminal 6, 1 World Way, Los Angeles, CA 90045

**Date of Inspection:** 02/20/15 - 07/03/15

**Date of Citation:** 07/03/15

Abbreviation Key:
- G=General
- S=Serious
- Ee=Employer
- A/R=Accident Related
- Reg=Regulatory
- W=Willful
- Er=Employer
- R=Repeat
- DOSH=Division

Please do not send payments to the Appeals Board. All penalty payments must be made to:

Accounting Office (OSH)
Department of Industrial Relations
P.O. Box 420603
San Francisco, CA 94142
(415) 703-4291, (415) 703-4308 (payment plans)

*You will owe more than this amount if you did not appeal one or more citations or items containing penalties. Please call (415) 703-4291 if you have any questions.

Total Amount Due* $14,400

ALJ: HIC/ao
POS: 07/29/2016
Citation and Notification of Penalty

To:
Myers and Sons Construction LP
and its successors
4600 Northgate Blvd, Ste 100
Sacramento, CA 95834

Inspection Site:
WB US 50 and 19th St
Sacramento, CA 95814

Inspection Number: 317251056
Inspection Date(s): 05/30/2014 07/08/2014
Issuance Date: 07/22/2014
CSHO ID: W2167
Optional Report #: 074-14
Reporting ID: 0950621

The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

This Citation and Notification of Penalty (hereinafter Citation) is being issued in accordance with California Labor Code Section 6317 for violations that were found during the inspection/investigation. This Citation or a copy must be prominently posted upon receipt by the employer at or near the location of each violation until the violative condition is corrected or for three working days, whichever is longer. Violations of Title 8 of the California Code of Regulations or of the California Labor Code may result in some instances in prosecution for a misdemeanor.

YOU HAVE A RIGHT to contest this Citation and Notification of Penalty by filing an appeal with the Occupational Safety and Health Appeals Board. To initiate your appeal, you must contact the Appeals Board, in writing or by telephone, within 15 working days from the date of receipt of this Citation. If you miss the 15 working day deadline to appeal, the Citation and Notification of Penalty becomes a final order of the Appeals Board, not subject to review by any court or agency.
Informal Conference - You may request an informal conference with the Manager of the District Office which issued the Citation within 10 working days after receipt of the Citation. However, if the citation is appealed, you may request an informal conference at any time prior to the day of the hearing. Employers are encouraged to schedule a conference at the earliest possible time to assure an expeditious resolution of any issues. At the informal conference, you may discuss the existence of the alleged violation, classification of the violation, abatement date or proposed penalty.

Be sure to bring to the conference any and all supporting documentation of existing conditions as well as any abatement steps taken thus far. If conditions warrant, we can enter into an agreement which resolves this matter without litigation or contest.

**APPEAL RIGHTS**

The Occupational Safety and Health Appeals Board (Appeals Board) consists of three members appointed by the Governor. The Appeals Board is a separate entity from the Division of Occupational Safety and Health (Division) and employs experienced attorneys as administrative law judges to hear appeals fairly and impartially. To initiate an appeal from a Citation and Notification of Penalty, you must contact the Appeals Board, in writing or by telephone, within 15 working days from the date of receipt of a Citation. After you have initiated your appeal, you must then file a completed appeal form with the Appeals Board, at the address listed below, for each contested citation. **Failure to file a completed appeal form with the Appeals Board may result in dismissal of the appeal.** Appeal forms are available from district offices of the Division, or from the Appeals Board:

Occupational Safety and Health Appeals Board  
2520 Venture Oaks Way, Suite 300  
Sacramento, CA 95833  
Telephone: (916) 274-5751 or (877) 252-1987  
Fax: (916) 274-5785

If the Citation you are appealing alleges more than one item, you must specify on the appeal form which items you are appealing. You must also attach to the appeal form a legible copy of the Citation you are appealing.

Among the specific grounds for an appeal are the following: the safety order was not violated, the classification of the alleged violation (e.g., serious, repeat, willful) is incorrect, the abatement requirements are unreasonable or the proposed penalty is unreasonable.

**Important:** You must notify the Appeals Board, not the Division, of your intent to appeal within 15 working days from the date of receipt of the Citation. Otherwise, the Citation and Notification of Penalty becomes a final order of the Appeals Board not subject to review by any court or agency. **An informal conference with the Division does not constitute an appeal and does not stay the 15 working day appeal period.** If you have any questions concerning your appeal rights, call the Appeals Board, (916) 274-5751 or (877) 252-1987.
PENALTY PAYMENT OPTIONS

Penalties are due within 15 working days of receipt of this Citation and Notification of Penalty unless contested. If you are appealing any item of the citation, remittance is still due on all items that are not appealed. Enclosed for your use is a Penalty Remittance Form for payment.

If you are paying electronically, please have the Penalty Remittance Form on-hand when you are ready to make your payment. The company name, index code, reporting ID, and Citation number(s) will be required in order to ensure that the payment is accurately posted to your account. Please go to www.dir.ca.gov/dosh to access the secure payment processing site.

If you are paying by check, return one copy of the Citation, along with the Notice of Proposed Penalties Sheet and the Penalty Remittance Form and mail to:

Department of Industrial Relations
Cashier, Accounting Office
P. O. Box 420603
San Francisco, CA 94142-0603

CAL/OSHA does not agree to any restrictions, conditions or endorsements put on any check or money order for less than the full amount due, and will cash the check or money order as if these restrictions, conditions, or endorsements do not exist.

NOTIFICATION OF CORRECTIVE ACTION

For violations which you do not contest, you should notify the Division of Occupational Safety and Health promptly by letter that you have taken appropriate corrective action within the timeframe set forth on this Citation and Notification of Penalty. Please inform the District Office listed on the Citation by submitting the CAL/OSHA Form 160 and/or 161 with the abatement steps you have taken and the date the violation was abated, together with adequate supporting documentation, e.g., drawings or photographs of corrected conditions, purchase/work orders related to abatement actions, air sampling results, etc. The adjusted penalty for serious and general violations has already been reduced by 50% on the presumption that the employer will correct the violations by the abatement date.” If the CAL/OSHA Form 161 is not received in the District Office within 10 days following the abatement date, the abatement credit is revoked, causing the penalty to double.

Note: Return the CAL/OSHA Form 160/161 to the District Office listed on the Citation and as shown below:

Division of Occupational Safety and Health
2424 Arden Way, Suite 165
Sacramento, CA 95825
Telephone: (916) 263-2800
EMPLOYEE RIGHTS

Employer Discrimination Unlawful - The law prohibits discrimination by an employer against an employee for filing a complaint or for exercising any rights under Labor Code Section 6310 or 6311. An employee who believes that he/she has been discriminated against may file a complaint no later than six (6) months after the discrimination occurred with the Division of Labor Standards Enforcement.

Employee Appeals - An employee or authorized employee’s representative may, within 15 working days of the issuance of a citation, special order, or order to take special action, appeal to the Occupational Safety and Health Appeals Board the reasonableness of the period of time fixed by the Division of Occupational Safety and Health (Division) for abatement. An employee appeal may be filed with the Appeals Board or with the Division. No particular format is necessary to initiate the appeal, but the notice of appeal must be in writing.

If an Employee Appeal is filed with the Division, the Division shall note on the face of the document the date of receipt, include any envelope or other proof of the date of mailing, and promptly transmit the document to the Appeals Board. The Division shall, no later than 10 working days from receipt of the Employee Appeal, file with the Appeals Board and serve on each party a clear and concise statement of the reasons why the abatement period prescribed by it is reasonable.

Employee Appeal Forms are available from the Appeals Board, or from a District Office of the Division.

Employees Participation in Informal Conference. Affected employees or their representatives may notify the District Manager that they wish to attend the informal conference. If the employer objects, a separate informal conference will be held.

DISABILITY ACCOMMODATION

Disability accommodation is available upon request. Any person with a disability requiring an accommodation, auxiliary aid or service, or a modification of policies or procedures to ensure effective communication and access to the programs of the Division of Occupational Safety and Health, should contact the Disability Accommodation Coordinator at the local district office or the Statewide Disability Accommodation Coordinator at 1-866-326-1616 (toll free). The Statewide Coordinator can also be reached through the California Relay Service, by dialing 711 or 1-800-735-2929 (TTY) or 1-800-855-3000 (TTY-Spanish).

Accommodations can include modifications of policies or procedures or provision of auxiliary aids or services. Accommodations include, but are not limited to, an Assistive Listening System (ALS), a Computer-Aided Transcription System or Communication Access Realtime Translation (CART), a sign-language interpreter, documents in Braille, large print or on computer disk, and audio cassette recording. Accommodation requests should be made as soon as possible. Requests for an ALS or CART should be made no later than five (5) days before the hearing or conference.
State of California
Division of Occupational Safety and Health
RID 0950621  Index 4021
2424 Arden Way, Suite 165
Sacramento, CA 95825

Inspection Number: 317251056
Inspection Dates: 05/30/2014 - 07/08/2014
Issuance Date: 07/22/2014
CSHO ID: W2167
Optional Inspection Nbr: 074-14

Phone: (916) 263-2800 Fax: (916) 263-2798

Citation and Notification of Penalty

Company Name: Myers and Sons Construction LP
Inspection Site: WB US 50 and 19th St, Sacramento, CA 95814

---

Citation 1 Item 1 Type of Violation: General

T8 CCR 1527(a)(1)(F)(2): Washing Facilities, Food Handling, and Temporary Sleeping Quarters. (a) Washing Facilities. (1) General. Washing facilities shall be provided as follows: A minimum of one washing station shall be provided for each twenty employees or fraction thereof. Washing stations provided to comply with this requirement shall at all times:
(F) When provided in association with a nonwater carriage toilet facility in accordance with Section 1526(c). 2. Be located outside of the toilet facility and not attached to it.

On May 30, 2014 a grey portable toilet facility located next to job trailer for employees working for Myers and Sons Construction LP at WB US 50 and 19th St, Sacramento, CA, did not have a washing facility located outside of the toilet facility.

Date By Which Violation Must be Abated: Abated
Proposed Penalty: $ 205.00

---

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.
Citation and Notification of Penalty

Company Name: Myers and Sons Construction LP  
Inspection Site: WB US 50 and 19th St, Sacramento, CA 95814

Citation 2 Item 1 Type of Violation: Serious

T8 CCR 1712(c)(1): Reinforcing Steel and Other Similar Projections.  
(e) Protection from Reinforcing Steel and Other Similar Projections. (1) Employees working at grade or at the same surface as exposed protruding reinforcing steel or other similar projections shall be protected against the hazard of impalement by guarding all exposed ends that extend up to 6 feet above grade or other work surface, with protective covers, or troughs.

On May 30, 2014, employees of Myers and Sons Construction LP working at the same surface of protruding reinforcing steel on WB US 50 and 19th St, Sacramento, CA, were exposed to protruding reinforcing steel that was not protected against the hazard of impalement by guarding all exposed ends that extend up to 6 feet above working surface with protective covers, or troughs.

Date By Which Violation Must be Abated: Abated  
Proposed Penalty: $ 6185.00

Compliance Officer/District Manager

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.
NOTICE OF PROPOSED PENALTIES

Company Name: Myers and Sons Construction LP
Inspection Site: WB US 50 and 19th St, Sacramento, CA 95814
Mailing Address: 4600 Northgate Blvd, Ste 100, Sacramento, CA 95834
Issuance Date: 07/22/2014
Reporting ID: 0950621
Index Code: 4021

Summary of Penalties for Inspection Number 317251056

Citation 1, General = $ 205.00
Citation 2, Serious = $ 6185.00
TOTAL PROPOSED PENALTIES = $ 6390.00

Penalties are due within 15 working days of receipt of this notification unless contested. If you are appealing any item of this citation, remittance is still due on all items that are not appealed. Enclosed for your use is a Penalty Remittance Form.

If you are paying by credit (MasterCard and Visa): Please have this form on-hand when you are ready to make your payment. The company name, index code, reporting ID, and Citation number(s) will be required to ensure that the payment is accurately posted to your account. Please go to www.dir.ca.gov/dosh to access the secure payment processing site.

If you are paying by check: Mail this Notice of Proposed Penalties, the Penalty Remittance Form, along with a copy of the Citation and Notification of Penalty to:

DEPARTMENT OF INDUSTRIAL RELATIONS
CASHIER, ACCOUNTING OFFICE
P. O. BOX 420603
SAN FRANCISCO, CA 94142-0603

CAL/OSHA does not agree to any restrictions, conditions or endorsements put on any check or money order for less than the full amount due, and will cash the check or money order as if these restrictions, conditions or endorsements do not exist.
## PENALTY REMITTANCE FORM

**CIVIL PENALTY INFORMATION**

<table>
<thead>
<tr>
<th>INSPECTION NUMBER</th>
<th>REPORTING ID</th>
<th>INDEX CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>317251056</td>
<td>0950621</td>
<td>4021</td>
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</table>

<table>
<thead>
<tr>
<th>ESTABLISHMENT NAME</th>
<th>CONTACT PERSON</th>
<th>PHONE NO.</th>
<th>FAX NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Myers and Sons Construction LP</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SITE ADDRESS</th>
<th>MAILING ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>WB US 50 and 19th St, Sacramento</td>
<td>4600 Northgate Blvd, Ste 100, Sacramento, CA, 95834</td>
</tr>
</tbody>
</table>

### CITATION INFORMATION

(Penalties are due within 15 working days of receipt of this notice unless contested. If you are appealing any item of this citation, remittance is still due on all items that are not appealed.)

Payment is for the following Citation Items: (e.g. Citation 1, Items 1-5; Citation 3)

### TYPE OF PAYMENT ENCLOSED

**CHECK OR MONEY ORDER INFORMATION**

| CHECK ENCLOSED IN THE AMOUNT OF | $ _____ |
| MONEY ORDER ENCLOSED IN THE AMOUNT OF | $ _____ |

(Please make check or money order payable to CAL/OSHA and mail to the Cashier, Accounting Office, at the above address. Reference the Inspection Number on the “memorandum” portion of your check or money order.)

Go to [www.dir.ca.gov/dosh](http://www.dir.ca.gov/dosh) to access the on-line third party secure payment processing site

OR Complete this section and fax to (415) 703-3037

### CREDIT CARD INFORMATION

<table>
<thead>
<tr>
<th>VISA OR MASTERCARD CREDIT CARD NO.</th>
<th>EXPIRATION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CREDIT CARD SECURITY CODE (last 3 digits on back of card)</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF CARDHOLDER</th>
<th>SIGNATURE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CARDHOLDER PHONE NO.</th>
<th>FAX NO.</th>
</tr>
</thead>
</table>

| AMOUNT OF PAYMENT | $ _____ |

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<tr>
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<table>
<thead>
<tr>
<th>AUTHORIZATION NO.</th>
<th>DATE PROCESSED</th>
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<tbody>
<tr>
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<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>PROCESSED BY</th>
</tr>
</thead>
</table>

Please call (415) 703-4291 or 703-4295 or complete the information above and fax to (415) 703-3037

[Cal/OSHA-2 PRF REV 7/08]
# EASTERN MUNICIPAL WATER DISTRICT
## SPECIFICATION NO. 1294W
### DAILY ROAD DRAINAGE AND HYDRO BOOSTER PUMPING STATION

## BIDDING SHEETS

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description (Unit Price Written in Words)</th>
<th>Unit Price (Figures)</th>
<th>Total Amount (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>Mobilization and Approved: Bonds, Insurance, and Schedule of Values (see Section 01026)</td>
<td>$ PRESET</td>
<td>$55,000</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>Hydro-Pneumatic Booster Station and Waterline including, but not limited to: furnish and install above ground piping, appurtenances, pumps, pressure tank, exterior coatings, air compressor, electrical, instrumentation, concrete slab, concrete equipment pedestals, perimeter fencing, 12-inch and 4-inch diameter PVC potable waterline system, connection to existing 18-inch diameter potable waterline, concrete pipe anchors, replacement of existing service meters, blow-off hydrants, abandon existing 12-inch waterline, test, disinfect, commissioning and perform all items of work relating to the Hydro-Pneumatic Booster Station and Waterline in accordance with the Contract Drawings, Specifications complete and in place</td>
<td>$ Lump Sum</td>
<td>$808,000.00</td>
</tr>
</tbody>
</table>

---

**BS-3**

00020 Bidding Sheets
### EASTERN MUNICIPAL WATER DISTRICT
### SPECIFICATION NO. 1294W
### DAILY ROAD DRAINAGE AND HYDRO BOOSTER PUMPING STATION

#### BIDDING SHEETS

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description (Unit Price Written in Words)</th>
<th>Unit Price (Figures)</th>
<th>Total Amount (Figures)</th>
</tr>
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<tbody>
<tr>
<td>3</td>
<td>1</td>
<td>LS</td>
<td><strong>ADDITION OR DEDUCTION</strong></td>
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<td><strong>N/A</strong></td>
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**Additive Bid Item**

A1  1  LS  Grading and Drainage Improvements to Daily Road including, but not limited to: furnish and install all site grading and drainage improvements in accordance with the Contract Drawings, Specifications complete and in place.

- **Unit Price**: $125,000.00
- **Lump Sum**: $125,000.00

<table>
<thead>
<tr>
<th>TOTAL BID (Easis of award)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$988,000.00</td>
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</table>
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1294W
DAILY ROAD DRAINAGE AND HYDRO BOOSTER PUMPING STATION

BIDDING SHEETS

**ADDITION OR DEDUCTION:** Provision is made here for the bidder to include an addition/deduction in their bid, *if desired*, to reflect any last minute adjustments in prices. The addition/deduction, if made, will be proportionately applied to item(s) [**N/A**] (fill in) and reflected in the unit prices for payment purposes. If the addition/deduction affects more than one bid item, the proportionate application of the addition/deduction shall be mutually agreed upon by the Contractor and the District at the prejob.

---

### Addenda and/or Letter of Clarification

By submitting a bid, Bidder certifies that any addenda and letters of clarification issued to these specifications, whether acknowledged or not below, shall be made a part of the contract. Bidder further agrees to perform all labor and services and furnish all materials, tools and appliances necessary for completing the work called out in the addenda or letter of clarification.

<table>
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<tr>
<th>Addenda received:</th>
<th>1-9/16/17</th>
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</tr>
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<tbody>
<tr>
<td>Letter of Clarification received:</td>
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</tbody>
</table>

Person who inspected site of the proposed work as an employee of your firm: *(Representative must have inspected the jobsite and be an employee on the company’s payroll to be considered a responsive bidder)*

[Signature] 2/7/17
(Name) (Date of Inspection)
KNOW ALL MEN BY THESE PRESENTS, that we Myers and Sons Construction, LP (Here insert full name and address or legal title of Contractor) as Principal, hereinafter called the Principal, and

4600 Northgate Boulevard, Suite 100, Sacramento, CA 95834 as Surety, hereinafter called the Surety, are held and firmly bound unto Eastern Municipal Water District. Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid Dollars (____ - 10% - _______), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated February 22, 2017, for Daily Road Drainage and Hydro Booser Station (Here insert full name, address and description of Project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this Bond by Obligee and judgement is recovered, the Surety shall pay all costs incurred by Obligee in such suits to be fixed by the court.

Signed and sealed this 17th day of February, 2017

CONTRACTOR AS PRINCIPAL

Company: Myers and Sons Construction, LP

Signature: ____________________________

Name: CLINTON W. MYERS
Title: VICE PRESIDENT & PARTNER

SURETY

Company: Travelers Casually and Surety Company of America (Corporate Seal)

Signature: ____________________________

Name: S. E. Susnin
Title: Attorney-in-Fact

This Bid Bond (BB-1) form shall be submitted to be considered a responsive bid

Notary Public Acknowledgment required for Surety and Contractor

Rev:04/06/16 BB-1 00040 Bid Bond
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Connecticut
County of Litchfield

On February 17, 2017, before me, Jessica L. Piccirillo, Notary
personally appeared S. E. Susanin

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]

Jessica L. Piccirillo
Notary Public

My Commission Expires: June 30, 2020

OPTIONAL

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

Description of Attached Document

Title or Type of Document

Document Date Number of Pages:

Signer's Name: ____________________________

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

Signer is representing ____________________________

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

Signer is representing ____________________________
POWER OF ATTORNEY

Farmington Casualty Company  St. Paul Mercury Insurance Company
Fidelity and Guaranty Insurance Company  Travelers Casualty and Surety Company
Fidelity and Guaranty Insurance Underwriters, Inc.  Travelers Casualty and Surety Company of America
St. Paul Fire and Marine Insurance Company  United States Fidelity and Guaranty Company
St. Paul Guardian Insurance Company

Surety Bond No.  Bid Bond
OR
Project Description: Daily Road Drainage & Hydro Booster Station

Principal: Myers and Sons Construction LP
Obligee: Eastern Municipal Water District, CA

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jessica Piccirillo of the City of Farmington, State of CT, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company  St. Paul Mercury Insurance Company
Fidelity and Guaranty Insurance Company  Travelers Casualty and Surety Company
Fidelity and Guaranty Insurance Underwriters, Inc.  Travelers Casualty and Surety Company of America
St. Paul Fire and Marine Insurance Company  United States Fidelity and Guaranty Company
St. Paul Guardian Insurance Company

State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.

Marie C. Tetreault, Notary Public
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of Indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of February, 2017

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.
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,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, 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, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Team and Vehicle, Automobile, Aircraft, 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 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 1st day of July, 1997, I have hereunto set my hand and caused my official seal to be affixed this 16th day of June, 1997.

Fee $92.00

By

Chuck Quackenhush
Insurance Commissioner

Rec. No.

Filed 5/28/97

By

Victoria S. Sidbury

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 31st day of December, 2007.

By

Steve Poizner
Insurance Commissioner

Pauline D'Andrea
**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

**HARTFORD, CONNECTICUT 06183**

**FINANCIAL STATEMENT AS OF DECEMBER 31, 2015**

**CAPITAL STOCK $ 6,480,000**

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<tr>
<th>ASSETS</th>
<th>LIABILITIES &amp; SURPLUS</th>
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</thead>
<tbody>
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<td>CASH AND INVESTED CASH</td>
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<td>BONDS</td>
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<td>INVESTMENT INCOME DUE AND ACCRUED</td>
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<td>OTHER INVESTED ASSETS</td>
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<td>PREMIUM BALANCES</td>
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<td>NET DEFERRED TAX ASSET</td>
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<td>REINSURANCE RECOVERABLE</td>
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<td>SECURITIES LENDING REINVESTED COLLATERAL ASSETS</td>
<td>11,772,178</td>
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<td>RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES</td>
<td>29,659,492</td>
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<td>OTHER ASSETS</td>
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| | | TOTAL LIABILITIES & SURPLUS | $ 4,184,903,769 |

| | | CAPITAL STOCK | $ 6,480,000 |
| | | PAID IN SURPLUS | 433,803,780 |
| | | OTHER SURPLUS | 1,682,312,028 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | $ 2,103,595,798 |

| | | TOTAL ASSETS | $ 4,184,903,769 |

STATE OF CONNECTICUT

COUNTY OF HARTFORD

CITY OF HARTFORD


date

SECOND VICE PRESIDENT

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18TH DAY OF MARCH, 2016

SUSAN M. WEISSLEDER
Notary Public

Notary Public

Commission Expires November 30, 2017
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Sacramento

On 31 Feb 2017 before me, Carrie Franklin, notary, personally appeared Clinton W. Myers.

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 Carrie Franklin

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: Bond
Document Date: 2.17.17

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: 

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