

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), Insurance Requirements 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 all items called for in accordance with the provisions of said approved form of Agreement, Insurance Requirements 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.

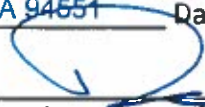
The Bidder further agrees, that upon receipt of written notice of the acceptance of this proposal within 60 days after the day of opening bids (unless otherwise specified in the Notice Inviting Bids or Bidding Information) he will execute and return the Contract in accordance with the proposal as accepted 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: GSE Construction Company Inc.

Address: 7633 Southfront Road, Suite 160 Livermore, CA 94551 Date: 02/04/20

By: Dennis Gutierrez, President
 (Print Name) (Name should appear below)


 (Signature of Owner or Officer required)

Name(s) and Title of Member of Firm or Office of Corporation authorized to enter into a binding Contract:		Address (if different from above)
Name	Title	
Dennis Gutierrez	President	Same
Steve Mazza	Chief Operating Officer	Same
Richard Harte	Vice President	Same
Nate Jones	Vice President	Same
Iris Sosa	Secretary	Same

For further details on this proposal, please contact:

Name: <u>Vina Ontiveros</u>	Address: <u>Same</u>
Email Address: <u>vontiveros@gseconstruction.com</u>	Telephone: <u>925-583-2672</u>

**EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1384W
PWFP REJECT RECOVERY FACILITY SETTLING CHANNEL**

BIDDING SHEETS

The Contractor shall construct the project under these Specifications all in conformance with the Contract Drawings listed in Section P and these Specifications.

The District reserves the right to:

- A. Accept or reject any or all bids on this specification;
- B. Award Contract to the lowest qualified bidder, based on the total bid price;
- C. Waive any defects and informalities.

The District shall be the final authority with regard to whether a bid is responsive to the call for bids and to whether a bidder is a responsible bidder under the conditions of his bid, or for any reason.

The total contract price shall include all work, materials and equipment needed to complete the project as defined in the General Conditions, Section F. The bidder shall include costs for such other items in the most appropriate category (bid item).

EASTERN MUNICIPAL WATER DISTRICT
 SPECIFICATION NO. 1384W
 PWFP REJECT RECOVERY FACILITY SETTLING CHANNEL

BIDDING SHEETS

<u>Bid</u> <u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u> <u>(Unit Price Written in Words)</u>	<u>Unit</u> <u>Price</u> <u>(Figures)</u>	<u>Total</u> <u>Amount</u> <u>(Figures)</u>
1	1	LS	Mobilization and Approved: Bonds, Insurance, and Schedule of Values (see Section 01026) and Preliminary Project Schedule (PPS) (see section 01310)		
			<u>Twenty One Thousand Six Hundred And</u>		
			<u>Fifty Five Dollars</u> (words)	\$ PRESET	\$ <u>21,655</u>
2	1	LS	Furnish and install complete the covered concrete settling channel (an expansion of the existing Reject Recovery Facility Equalization Tank) including all handrail, plank, hatches, modifications to existing platform; new weir gate and operator; all new piping systems, relocation of existing vault with cleanout; all conduit, wiring, required for relocating one of the existing lighting fixtures; including associated demolition and all appurtenances in accordance with the Contract Documents.		
			<u>FOUR HUNDRED SEVENTY SEVEN THOUSAND</u>		
			<u>EIGHT HUNDRED FORTY FIVE DOLLARS</u> (words)	\$ Lump Sum	\$ <u>477,845.00</u>

EASTERN MUNICIPAL WATER DISTRICT
 SPECIFICATION NO. 1384W
 PWFP REJECT RECOVERY FACILITY SETTLING CHANNEL

BIDDING SHEETS

<u>Bid Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u> <u>(Unit Price Written in Words)</u>	<u>Unit Price</u> <u>(Figures)</u>	<u>Total Amount</u> <u>(Figures)</u>
3	1	LS	ADDITION OR DEDUCTION	<i>Circle one (if applicable):</i>	
			<u>ZERO DOLLARS</u>	Addition (+)	
			(words)	Deduction(-) \$	<u>0</u>

TOTAL BID (Basis of award) <u>FOUR HUNDRED NINETY NINE THOUSAND FIVE HUNDRED DOLLARS</u>	\$ <u>499,500.00</u>
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**EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1384W
PWFP REJECT RECOVERY FACILITY SETTLING CHANNEL**

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.			
Addenda received:	<u>1</u>	_____	_____
Letter of Clarification received:	_____	_____	_____

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)*

Fernando Flores
(Name)

01/13/20
(Date of Inspection)

EQUIPMENT AND MATERIAL

No substitution will be permitted without written justification and the approval of the District prior to the bid opening.

PRODUCTS OF MANUFACTURERS LISTED AS EQUALS TO THOSE SPECIFIED IN THE CONTRACT DOCUMENTS MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE DISTRICT NO LATER THAN THE TENTH (10TH) DAY PRECEDING THE DATE SET FOR RECEIPT OF BIDS.

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**EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1384W
PWFP REJECT RECOVERY FACILITY SETTLING CHANNEL**

**BIDDER'S 5-YEAR EXPERIENCE RECORD &
RESUMES OF KEY PERSONNEL**

All bidders must provide a **detailed 5 -year** experience record showing successful completion, as a **General Contractor, (Class A – General Engineering Contractor)** of at least **three (3)** similar projects within the last 5 years as follows:

- A. Contract Type - Public Works**
- B. Contract Amount - \$250,000 or larger**
- C. Work within existing treatment facilities**

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

DETAILED EXPERIENCE RECORD

PLEASE USE ADDITIONAL SHEETS

YEAR	TYPE/DESCRIPTION OF WORK	VALUE OF WORK PERFORMED	LOCATION OF WORK (CITY)	ENGINEER / CONTACT PERSON Address & phone #	OWNER / CONTACT PERSON Address & phone #
2015	New WTP & WWTP	\$17,761,700	BAKERSFIELD, CA	KIM DOMINGO 661-868-3020	COUNTY OF KERN
2017	New Digester & FOG Receiving Station	\$7,766,000	DUBLIN, CA	STEVE DELIGHT 925-828-0515	DUBLIN SAN RAMON SERVICE DISTRICT
2018	New Influent Pump Station & Headworks	\$5,727,100	LOS BANOS, CA	TERRI CHAGNON 209-827-7000	CITY OF LOS BANOS
2018	Sludge Pipe Replacement	\$1,369,000	CALABASAS, CA	818-251-2142	LAS VIRGENES MUNICIPAL WATER DISTRICT

673

699

704

720

RESUMES OF KEY PERSONNEL
(ATTACH HERE)



RICHARD HARTE, P.E.
PROJECT MANAGER

Richard has over 10 years of experience in the Construction industry. His job roles have consisted of Project Engineer, Startup Manager, Superintendent, and Project Manager. While working at GSE he quickly progressed to Project Management after completing various large municipal projects. He has excelled in working on multiple complex projects and exemplified exceptional resolution skills, contributing to the overall value of numerous multi-million dollar facilities. Richard is also involved in developing company-wide standard operating procedures to improve project workflow and efficiency.

YEARS OF EXPERIENCE

- 10 years

EDUCATION

- **B.S. Civil Engineering**
California Polytechnic State University
San Luis Obispo, CA

LICENSE & CERTIFICATIONS

- California Civil PE #84139
- QSP #23718
- Competent Person
- Confined Space Awareness
- Confined Space Rescue
- Fall Protection Awareness
- First Aid - CPR

SOFTWARE

- AutoCAD, AutoCAD Plant 3D, Viewpoint, Primavera P6, Procore, Microsoft Office

RELEVANT PROJECT EXPERIENCE

- » WWTP No. 3 Influent Pipeline Repair Project | \$215k | Bakersfield, CA
- » WRP Gravity Belt Thickeners Replacement | \$1.5M | San Clemente
- » Sewer Lift Station at Monitor St. & White Ln. | \$1.6M | Bakersfield, CA
- » EMWD MV/SJV/TV Blower Electrification | \$7.6M | Morena Valley, CA
- » Bailey Sewer Lift Station Replacement | \$1.1M | Bakersfield, CA
- » EMWD Reach 4 Recycled Water Booster Station | \$2.8M | Temecula, CA
- » Santa Rosa Water Reclamation Facility Rehab | \$28M | Murrieta, CA
- » WWTP No. 3 Primary Clarifiers Rehab | \$1.1M | Bakersfield, CA
- » Lake Isabella Reeder Tract WWTP | \$700k | Lake Isabella, CA
- » WWTP No.3 Digester Mixing Pumps | \$340K | Bakersfield, CA
- » WWTP No. 2 Grit Chamber & Distribution Box | \$1M | Bakersfield, CA
- » WTP Pre-Treatment Filter Project | \$1.7M | San Luis Obispo, CA
- » Perchlorate Treatment Plant Improvements | \$130k | Santa Clarita, CA
- » Foorhill Feeder Turnout | \$2.5M | Santa Clarita, CA
- » Rehabilitation of Two Sewer Lift Stations | \$2.4M | Bakersfield, CA
- » RW System Phase 4 Booster Pump Station | \$1.4M | Moorpark, CA
- » RVWTP Ozone Collection System Modifications | \$169k | Santa Clarita, CA
- » WWTP Aerated Lagoon No. 1 Sludge Removal | \$1.4M | Bakersfield, CA
- » ESIPS Additional Pump No. 3 | \$550k | Castaic, CA
- » Newhall Lateral Facility Reach 2B Modifications | \$440k | Santa Clarita, CA
- » Water & Wastewater Improvements | \$18M | Kern County, CA
- » Land O' Lakes pH Neutralization System | \$4M | Tulare, CA
- » Utility Water Pump Station | \$775k | Upland, CA
- » Tapia Water Rec. Facility Channel Mixing | \$1M | Calabasas, CA
- » Newhall Lateral Facility Reach 2A Modifications | \$188k | Santa Clarita, CA
- » Victor Valley Aeration Energy Efficiency Project | \$800k | Victorville, CA
- » Modesto Phase 2 BNR/Tertiary WWTP | \$103M | Modesto, CA
- » Influent Pump Station and Headworks | \$8M | Tulare, CA
- » Recycled Water Facility Plant Upgrades | \$7M | San Rafael, CA
- » Wastewater Treatment Plant Expansion | \$17M | Perris, CA*

*Prior to joining GSE



KEN ALMBERG
SUPERINTENDENT

Ken has 25 years of quality Construction experience and expertise knowledge as a Superintendent. Ken has proven staff supervision, training, and development skills. His experience is supplemented with his affiliations with Northern California Carpenter’s Locals 586 and 152 for over 30 years, and his selection to Operator’s Local #3 Sub-Jac committee.

YEARS OF EXPERIENCE

- 25 years

EDUCATION

- YR Carpenters Apprenticeship Program
- Carpenters Union
- Several Carpenter Journeyman continuing education curses completed through Northern California Carpenters Union

LICENSE & CERTIFICATIONS

- NUCA Excavation Safety & Competent Person

SOFTWARE

- Microsoft Office, Word, & Excel, Primavera P6, Procore

RELEVANT PROJECT EXPERIENCE

- » Lathrop Consolidated Treatment Facility Phase II | \$18M | Lathrop, CA
- » Lerdo WTP/WWTP | \$18.5M | Bakersfield, CA
- » WWTP Aerated Lagoon No. 1 Sludge Removal | \$1.6M | Bakersfield, CA
- » CalTrain Bridge Replacement | \$21M | San Mateo, CA*
- » Fish Barge Wharf/Lower Granite Dam | \$3.5M | Colfax, WA*
- » Permanent Sheet Pile Walls | \$2.5M | Napa, CA*
- » Pump Station/Fish Screen | \$18.5M | Sacramento, CA*
- » Weir/Fish Ladder Replacement | \$5.5M | Yuba City, CA*
- » Structure and Roadway Realignment - Benicia Bridge | \$22M | Benicia, CA*
- » Napa First Street Bridge Replacement | \$10M | Napa, CA*
- » Hardscrabble Creek Bridge Replacement | \$2.5M | Del Norte County, CA*
- » Intermittent Storage Facility for Spent Nuclear Fuel Rods | \$3M | Humboldt County, CA*
- » Emergency Slide Repair of Hwy 101 | \$3M | Leggett, CA*
- » Dry Creek Bridge Widening | \$3.2M | Ione, CA*
- » Corte Madera Creek Bridge Widening/Hwy 101 | \$10M | Corte Madera, CA*
- » Fairbairn Water Treatment Plant | \$70M | Sacramento, CA*
- » Sacramento River Water Intake | \$32M | Sacramento, CA*

**Prior to joining GSE*

LIST OF DESIGNATED SUBCONTRACTORS

SPEC #:	1384W
PROJECT TITLE:	PWFP Reject Recovery Facility Settling Channel
NAME OF CONTRACTOR:	GSE Construction Company Inc.

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***

LICENSED SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, & EMAIL ADDRESS	LICENSE #	SUBCONTRACT WORK <i>(Be Specific)</i>	% OF TOTAL BID
	CONTRACTOR REGISTRATION #		
<i>Company Name:</i> AMBER STEEL	<i>License #:</i> CA	REBAR	8.8%
<i>Address:</i> 312 SOUTH WILLOW AVE, RIALTO CA	268566		
<i>Email Address:</i> RSANDERS@AMBERSTEEL.NET	<i>DIR Registration #:</i> 1000000630		
<i>Company Name:</i>	<i>License #:</i>		
<i>Address:</i>			
<i>Email Address:</i>	<i>DIR Registration #:</i>		

LICENSED SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, & EMAIL ADDRESS	LICENSE #	SUBCONTRACT WORK (Be Specific)	% OF TOTAL BID
<i>Company Name:</i> <hr/> <i>Address:</i> <hr/> <i>Email Address:</i>	<i>License #:</i> <hr/> <i>DIR Registration #:</i>		
<i>Company Name:</i> <hr/> <i>Address:</i> <hr/> <i>Email Address:</i>	<i>License #:</i> <hr/> <i>DIR Registration #:</i>		
<i>Company Name:</i> <hr/> <i>Address:</i> <hr/> <i>Email Address:</i>	<i>License #:</i> <hr/> <i>DIR Registration #:</i>		
<i>Company Name:</i> <hr/> <i>Address:</i> <hr/> <i>Email Address:</i>	<i>License #:</i> <hr/> <i>DIR Registration #:</i>		
<i>Company Name:</i> <hr/> <i>Address:</i> <hr/> <i>Email Address:</i>	<i>License #:</i> <hr/> <i>DIR Registration #:</i>		

(Do not list alternative subcontractors for the same work) (Use additional pages if needed)

PUBLIC WORKS CONTRACTOR REGISTRATION

(Pursuant to SB 854)

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Section 1771.1 of the Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless currently registered to perform public work pursuant to Section 1725.5 of the Labor Code. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

BIDDERS AND THEIR SUBCONTRACTORS (listed on the Designation of Subcontractors List C-05) are to provide an extract (pdf or excel) at time of bid showing active registration from the Public Works Contractor Registration online registration at <https://cadir.secure.force.com/ContractorSearch>

**SUBMIT BIDDER & SUBCONTRACTORS CONTRACTOR REGISTRATION
EXTRACTS WITH BID PROPOSAL (Either pdf or Excel Format)**

Contractor Information

Legal Entity Name
GSE CONSTRUCTION COMPANY INC.

Legal Entity Type
Corporation

Status
Active

Registration Number
1000000077

Registration effective date
7/1/2019

Registration expiration date
6/30/2020

Mailing Address
7633 Southfront Road, Suite 160 LIVERMORE 94551 C...

Physical Address
7633 Southfront Road, Suite 160 LIVERMORE 94551 C...

Email Address

Trade Name/DBA

License Number(s)
CSLB:401498
CSLB:401498

Registration History

Effective Date	Expiration Date
6/13/2018	6/30/2019
5/8/2017	6/30/2018
6/7/2016	6/30/2017
6/16/2015	6/30/2016
7/2/2014	6/30/2015
7/1/2019	6/30/2020

Legal Entity Information

Agent of Service Name:
GSE Construction Co., Inc.

Agent of Service Mailing Address:
7633 Southfront Road, Suite 160 Livermore 94551 CA United States of America

Corporation Number:

Federal Employment Identification Number:

President Name:
DENNIS GUTIERREZ

Vice President Name:

Treasurer Name:

Secretary Name:
IRIS SOSA

CEO Name:

Workers Compensation

Do you lease employees through Professional No

Employer Organization

(PEO)?:

**Please provide your
current workers
compensation insurance
information below:**

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier

Policy Holder Name:GSE CONSTRUCTION COMPANY, INC.**Insurance Carrier:**
LIBERTY MUTUAL FIRE INSURANCE COMPANY**Policy Number:**WC2Z91466408028
Inception date:9/30/2019**Expiration Date:**9/30/2020

Contractor Information

Legal Entity Name
 H. WAYNE LEWIS, INC. DBA AMBER STEEL COMP...
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000000630
Registration effective date
 7/1/2019
Registration expiration date
 6/30/2021
Mailing Address
 PO BOX 900 RIALTO 92376 CA United States of ...
Physical Address
 312 S WILLOW AVE. RIALTO 92376 CA United St...
Email Address
Trade Name/DBA
License Number(s)
 CSLB:268566

Registration History

Effective Date	Expiration Date
5/2/2018	6/30/2019
5/9/2017	6/30/2018
6/6/2016	6/30/2017
6/8/2015	6/30/2016
7/29/2014	6/30/2015
7/1/2019	6/30/2021

Legal Entity Information

Corporation Number:
 C0610376
Federal Employment Identification Number:
President Name:
 KRISS E. LEWIS
Vice President Name:
 SEAN G. TORRES
Treasurer Name:
 RAMIRO D. PEREZ
Secretary Name:
 DANIEL J. BERGEN
CEO Name:

Agent of Service Name:
 KRISS LEWIS
Agent of Service Mailing Address:
 312 S. WILLOW AVE. RIALTO 92376 CA United States of America

Workers Compensation

Do you lease employees No

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 Corporation

LICENSE NUMBER 401498 TYPE _____ EXPIRATION DATE 03/31/2021
A, B, C16, C36, C-61/D21


A. INDIVIDUAL CONTRACTOR

NAME OF INDIVIDUAL CONTRACTOR: <u>N/A</u>
BUSINESS ADDRESS:
PHONE NUMBER:
SIGNATURE OF OWNER:

B. FIRM OR PARTNERSHIP

NAME OF FIRM OR PARTNERSHIP: <u>N/A</u>
BUSINESS ADDRESS:
PHONE NUMBER:
SIGNATURE(S) & TITLE OF MEMBERS SIGNING ON BEHALF OF THE PARTNERSHIP:
SIGNATURE: _____ TITLE: _____
SIGNATURE: _____ TITLE: _____
SIGNATURE: _____ TITLE: _____

C. CORPORATION

NAME OF CORPORATION: <u>GSE Construction Company Inc.</u>
BUSINESS ADDRESS: <u>7633 Southfront Road, Suite 160 Livermore, CA 94551</u>
PHONE NUMBER: <u>925-447-0292</u>
SIGNATURE OF AUTHORIZED OFFICER OF CORPORATION:
SIGNATURE:  _____ TITLE: <u>President</u>

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or 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 02/04/20 [date], at Livermore [city], California [state]

Signed:  _____

Name: Dennis Gutierrez
(Print Name Here)

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.

<i>Vendor Name/Financial Institution (Printed)</i> GSE Construction Company Inc.	<i>Federal ID Number (or n/a)</i> 94-2667247
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Dennis Gutierrez, President	<i>Date Executed</i> 02/04/20

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.

<i>Vendor Name/Financial Institution (Printed)</i> N/A	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



Department of Industrial Relations
Division of Occupational Safety & Health

Year 20 19

Cal/OSHA Form 300A (Rev. 7/2007) Appendix B Annual Summary of Work Related Injuries and Illnesses

All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, 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 had no cases, write "0."

Employees, former employees, and their representatives have the right to review the Cal/OSHA Form 300 in its entirety. They also have limited access to the Cal/OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u> (G)	<u>0</u> (H)	<u>2</u> (I)	<u>0</u> (J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
<u>0</u> (K)	<u>38</u> (L)

Injury and Illness Types

Total number of... (M)	(4) Poisonings	<u>0</u>
(1) Injuries	(5) Hearing loss	<u>0</u>
(2) Skin disorders	(6) All other illnesses	<u>0</u>
(3) Respiratory conditions		

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

Facility Information

Establishment name GSE Construction Company Inc.

Street 7633 Southfront Road, Suite 160 Livermore, CA 94551

City Livermore State CA Zip 94551

Industry description (e.g. Manufacturer of motor truck trailers)

Water/Wastewater

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

1541-237110-237990

Employment Information

(If you don't have these figures, use the optional Worksheet to estimate)

Annual average number of employees 101

Total hours worked by all employees last year 207,128

Sign here

Knowingly falsifying this document may result in a fine.

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

Tim Almborg

Company executive

Safety Manager

Title

925-447-0292

Phone

02/05/20

Date

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

Bid Date:	2/4/20	Contractor's Standard Industry Code:	237110
Specification No.		Project Name:	
Contractor name:	GSE Construction Company Inc.		
Contractor Address:	7633 Southfront Road, Suite 160 Livermore, CA 94551		
Contractor License No.	401498	Phone No:	925-447-0292
Contact Person:	Dennis Gutierrez		

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:  Date: 2/4/20

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

Approved: No Yes

Reviewed by Risk Management (signature required)

Date:

Return to (Field Eng.CAR)

By:

cc: Construction Administrator
 File: C-17 Contractor's Compliance History



1/31/20

To Whom It May Concern,

Per your request, we are including a list of OSHA citations issued to GSE Construction over the last 7 years. Below is the list with explanations including the outcome of each item.

Inspection # 1082584 – Issuance Date: 1/08/16 – Sacramento division (Accident) - Closed

Item #1 – Type: General - \$935

CCR Title 8 1512(A) Emergency Medical Services - GSE is contesting this citation.

Inspection # 1126275 – Issuance Date: 3/24/16 – Bakersfield Division (Complaint) - Closed

Item #1 – General - \$325

CCR Title 8 GISO 1541.1 Requirements for Protective Systems - During meetings with Cal OSHA GSE demonstrated that the 120 ft. wide 17 ft deep excavation was in compliance with the regulations except when measured at a single point small out cropping. GSE retrained all Supervisors/Foreman associated with this citation in the competent person underground.

Sincerely,

Tim Almborg

Tim Almborg
GSE Safety Manager
GSE Construction Company Inc.
7633 South front Rd. Ste 160, Livermore, CA 94551
tel (925) 447-0292 cell (925) 605-9164 fax (925) 447-0962

PROOF OF INSURANCE CERTIFICATE

The Contractor and his subcontractors shall take out and maintain insurance, with coverage acceptable to the District, at his sole cost and expense at all times during the life of the Contract, including the entire time of the Contractor's guarantee.

Note: An Aggregate limit (cap), Professional Employer Organization (PEO), or Self Insurance Plan is not acceptable.

Contractor to insert sample Insurance Certificate showing proof of acceptable Insurance

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GSECONS-01

DAFKHAMI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2019

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

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

PRODUCER License # 0757776 Concord, CA - HUB International Insurance Services Inc. 2300 Clayton Rd. Concord, CA 94520	CONTACT Rachel Stroup NAME: PHONE (A/C, No, Ext): (925) 609-6522 FAX (A/C, No): E-MAIL ADDRESS: rachel.stroup@hubinternational.com																					
INSURED	<table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A : Allied World Assurance Co Inc</td> <td colspan="2" style="text-align: right;">19489</td> </tr> <tr> <td>INSURER B : Liberty Mutual Fire Insurance Company</td> <td colspan="2" style="text-align: right;">23035</td> </tr> <tr> <td>INSURER C : Allied World National Assurance Company</td> <td colspan="2" style="text-align: right;">10690</td> </tr> <tr> <td>INSURER D :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F :</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Allied World Assurance Co Inc	19489		INSURER B : Liberty Mutual Fire Insurance Company	23035		INSURER C : Allied World National Assurance Company	10690		INSURER D :			INSURER E :			INSURER F :		
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: 25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6004-0064	10/1/2019	10/1/2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Per occurrence)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">300,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> <td></td> </tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Per occurrence)	\$	300,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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	\$																											
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded: 0			AS2Z91466408019	10/1/2019	10/1/2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">COMBINED SINGLE LIMIT (Per accident)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> <td></td> </tr> </table>	COMBINED SINGLE LIMIT (Per accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			0310-3530	10/1/2019	10/1/2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">10,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">10,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> <td></td> </tr> </table>	EACH OCCURRENCE	\$	10,000,000	AGGREGATE	\$	10,000,000		\$													
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AGGREGATE	\$	10,000,000																										
	\$																											
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2Z91466408029	10/1/2019	10/1/2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER </td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For information purposes only.

CERTIFICATE HOLDER *FOR INFORMATION PURPOSES ONLY*	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.</p>	<p>All Locations of the Named Insured</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.	All Locations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – WHERE REQUIRED UNDER
CONTRACT OR AGREEMENT
(PRIMARY AND NON-CONTRIBUTORY WHERE
REQUIRED UNDER CONTRACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy and is fully executed prior to an "occurrence", but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or written agreement.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a fully executed written contract or written agreement, provided such contract or agreement was executed prior to the date of the "occurrence", loss, injury or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number: AS2Z91466408019
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s): Any persons or organizations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph B.7. of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. **Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250 per policy.

Person or Organization
Where required by contract or
written agreement prior to loss and
allowed by law.

Job Description

Issued by Liberty Mutual Fire Insurance Company16586

For attachment to Policy No. WC2-291-466408-029 Effective Date 10/01/2019 Premium \$

Issued to GSE Construction Company, Inc.

**EASTERN MUNICIPAL WATER DISTRICT
BID BOND**

Bid Bond No. 975GS189

KNOW ALL MEN BY THESE PRESENTS, that we GSE Construction Company, Inc., 7633 Southfront Road,
(Here insert full name and address or legal title of Contractor)

Suite 160, Livermore, CA 94551
as Principal, hereinafter called the Principal, and
Fidelity and Deposit Company of Maryland, 525 Market Place, Suite 2900, San Francisco, CA 94105

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Illinois 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 the Total Bid Amount 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 4th, 2020, for _____

PWFP Reject Recovery Facility Settling Channel, 19750 Old Evans Road, Perris, CA 92571
(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 15th day of January, 2020


CONTRACTOR AS PRINCIPAL

Company:
GSE Construction Company, Inc.

SURETY

Company: (Corporate Seal)
Fidelity and Deposit Company of Maryland

Signature: 
Name: Dennis Gutierrez
Title: President

Signature: 
Name: Stanley J. Matranga
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

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

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

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

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



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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

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



Constance A. Dunn

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15 day of January, 2020.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Placer)

On January 15, 2020 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *[Handwritten Signature]*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Alameda)

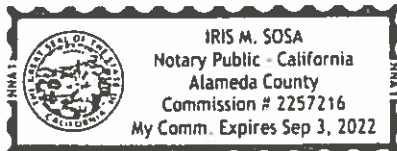
On January 15, 2020 before me, Iris M. Sosa, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dennis Gutierrez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Iris M. Sosa*
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

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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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