


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: CDM Constructors Inc.
9220 Cleveland Ave., Ste. 100,
 Address: Rancho Cucamonga, CA 91730 Date: 3/4/2020
 By: Michael Bantz 
 (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	
Michael Bantz	Area Manager	

For further details on this proposal, please contact:

Name: <u>William Camp</u>	Address: <u>9220 Cleveland Ave., Ste. 100, Rancho Cucamonga, CA 91730</u>
Email Address: <u>campwd@cdmsmith.com</u>	Telephone: <u>909-204-0813</u>

**EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1366W
CORWIN BOOSTER ELECTRICAL REPLACEMENT**

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).

TO BE INSTALLED:

The District will furnish the following item(s) to be installed by the Contractor:

- ***Kingfisher RTU and major appurtenances, including RTU backbone OIT and appurtenances.***

The Contractor shall pick up all furnished items at the District yard. Furnished items will be loaded onto the Contractor's truck by the District.

**EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1366W
CORWIN BOOSTER ELECTRICAL REPLACEMENT**

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>
1	1	LS	Mobilization and Approved: Bonds, Insurance, and Schedule of Values (see Section 01026) and Project Control Schedule (see Section 01310)	<u>Fifty Thousand Dollars</u> (words)	\$ <u>PRESET</u> \$ <u>50,000</u>
2	1	LS	Furnish and install all necessary materials and equipment for providing temporary power during construction, including a temporary portable MCC with VFDs, portable generator, and appurtenances, as required; in accordance with the Contract Documents.	<u>One hundred fifty-nine thousand eight hundred sixty-nine dollars</u> (words)	\$ <u>Lump Sum</u> \$ <u>159,869.⁰⁰</u>
3	1	LS	Furnish and install all necessary materials and equipment for the Corwin Booster Electrical Upgrade facilities, complete as specified herein and as shown on the Contract Drawings, tested and ready for operation, all for the lump sum price of	<u>Five hundred eighty-four thousand Seven hundred seventy-six dollars</u> (words)	\$ <u>Lump Sum</u> \$ <u>584,776.⁰⁰</u>

EASTERN MUNICIPAL WATER DISTRICT
 SPECIFICATION NO. 1366W
 CORWIN BOOSTER ELECTRICAL REPLACEMENT

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>
4	1	LS	ADDITION OR DEDUCTION	<i>Circle one (if applicable):</i>	
				Addition (+)	
			<u>N/A</u> (words)	Deduction(-) \$ <u>N/A</u>	

TOTAL BID (Basis of award)	<u>\$ 794,645.00</u>
----------------------------	----------------------

**EASTERN MUNICIPAL WATER DISTRICT
 SPECIFICATION NO. 1366W
 CORWIN BOOSTER ELECTRICAL REPLACEMENT**

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:	Addendum #1	Addendum #2	
	_____	_____	_____
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)***

Mark Martinez

 (Name)

2/11/2020

 (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.

LIST OF DESIGNATED SUBCONTRACTORS

SPEC #:	1366W
PROJECT TITLE:	Corwin Booster Electrical Replacement
NAME OF CONTRACTOR:	CDM Constructors 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 (Be Specific)	% OF TOTAL BID
	CONTRACTOR REGISTRATION #		
<i>Company Name:</i> Hemet Fence Corp ----- <i>Address:</i> 25959 Juniper Flats Road Homeland, CA 92548 ----- <i>Email Address:</i> jon@hemetfence.com	<i>License #:</i> 1000432 ----- <i>DIR Registration #:</i> 1000006953	Remove and Install Fencing	1%
<i>Company Name:</i> ----- <i>Address:</i> ----- <i>Email Address:</i> -----	<i>License #:</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>	<i>License #:</i>		
<i>Address:</i>	<i>DIR Registration #:</i>		
<i>Email Address:</i>			
<i>Company Name:</i>	<i>License #:</i>		
<i>Address:</i>	<i>DIR Registration #:</i>		
<i>Email Address:</i>			
<i>Company Name:</i>	<i>License #:</i>		
<i>Address:</i>	<i>DIR Registration #:</i>		
<i>Email Address:</i>			
<i>Company Name:</i>	<i>License #:</i>		
<i>Address:</i>	<i>DIR Registration #:</i>		
<i>Email Address:</i>			
<i>Company Name:</i>	<i>License #:</i>		
<i>Address:</i>	<i>DIR Registration #:</i>		
<i>Email Address:</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
CDM CONSTRUCTORS INC.

Legal Entity Type
Corporation

Status
Active

Registration Number
100008045

Registration effective date
7/1/2019

Registration expiration date
6/30/2022

Mailing Address
555 17TH STREET, SUITE 500 DENVER 80202 CO ...

Physical Address
555 17TH STREET, SUITE 500 DENVER 80202 CO ...

Email Address

Trade Name/DBA

License Number(s)
CSLB:671513

Registration History

Effective Date	Expiration Date
5/16/2018	6/30/2019
5/9/2017	6/30/2018
5/10/2016	6/30/2017
6/12/2015	6/30/2016
2/3/2015	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:
C1855862

Federal Employment Identification Number:

President Name:
PETER W. TUNNICLIFFE

Vice President Name:
MICHAEL DZUBNAR

Treasurer Name:
ERIC HARTMANN

Secretary Name:
MARIO MARCACCIO

CEO Name:

Agent of Service Name:
CT CORPORATION

Agent of Service Mailing Address:
818 W SEVENTH STREET, 2ND FLOOR LOS ANGELES 90017 CA United States of America

Workers Compensation

Do you lease employees No

through Professional
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:CDM CONSTRUCTORS INC.**Insurance Carrier:**

Liberty Mutual Insurance Corporation**Policy Number:**WA561DB8T8Z6019**Inception date:**
12/31/2018**Expiration Date:**12/31/2019

Contractor Information

Legal Entity Name
HEMET FENCE CORP
Legal Entity Type
Corporation
Status
Active
Registration Number
1000006953
Registration effective date
7/1/2019
Registration expiration date
6/30/2022
Mailing Address
25959 JUNIPER FLATS ROAD HOMELAND 92548 CA...
Physical Address
25959 JUNIPER FLATS ROAD HOMELAND 92548 CA...
Email Address
Trade Name/DBA
HEMET FENCE
License Number(s)
CSLB:1000432

Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
5/8/2017	6/30/2018
6/21/2016	6/30/2017
7/13/2015	6/30/2016
1/26/2015	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:
3643991
Federal Employment Identification Number:
President Name:
CINDY L MARTIN
Vice President Name:
Treasurer Name:
WESLEY T MARTIN
Secretary Name:
WESLEY T MARTIN
CEO Name:

Agent of Service Name:
LEGALZOOM.COM
Agent of Service Mailing Address:
101 N. BRAND BOULEVARD, SUITE 1100 GLENDALE 91203 CA United States of America

Workers Compensation

Do you lease employees No

through Professional
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:HEMET FENCE CORPInsurance Carrier:WESCO INSURANCE COMPANY

Policy Number:V9WC898171Inception date:2/28/2018Expiration Date:2/29/2020

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 Class A General Engineering and Class C-10 Electrical

LICENSE NUMBER 671513 **TYPE** A & C-10 **EXPIRATION DATE** 05/31/2021


A. INDIVIDUAL CONTRACTOR

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

B. FIRM OR PARTNERSHIP

NAME OF FIRM OR PARTNERSHIP:	
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: CDM Constructors Inc.	
BUSINESS ADDRESS: 9220 Cleveland Ave., Ste. 100, Rancho Cucamonga, CA 91730	
PHONE NUMBER: 909-579-3500	
SIGNATURE OF AUTHORIZED OFFICER OF CORPORATION:	
SIGNATURE: 	TITLE: Area Manager

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Area Manager of CDM Constructors 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 3/4/2020 [date], at Perris [city], California [state]

Signed:  _____

Name: Michael Bantz
(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> CDM Constructors Inc.	<i>Federal ID Number (or n/a)</i> 04-3163397
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Michael Bantz	<i>Date Executed</i> 3/4/2020

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>	<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>



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
0	0	0	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	(4) Poisonings	0
(1) Injuries	(5) Hearing loss	0
(2) Skin disorders	(6) All other illnesses	0
(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 CDM Constructors Inc.
Street 75 State Street

City Boston State MA Zip 02139

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

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

NAICS 237990

Employment Information

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

Annual average number of employees 248

Total hours worked by all employees last year 484,187

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.


Company executive Vice President

Title

909-214-0269 3/4/2020

Phone 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:	3/4/2020	Contractor's Standard Industry Code:	237990
Specification No.	1366W	Project Name:	Corwin Booster Electrical Replacement
Contractor name:	CDM Constructors Inc.		
Contractor Address:	9220 Cleveland Ave., Ste. 100, Rancho Cucamonga, CA 91730		
Contractor License No.	671513	Phone No:	909-579-3500
Contact Person:	Michael Bantz		

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:	3/4/2020
---	--	--------------	----------

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 <input type="checkbox"/>	Yes <input type="checkbox"/>	
Reviewed by Risk Management (signature required)			Date:
Return to (Field Eng.CAR)			By:

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

CDM Smith received five OSHA citations as the Controlling Employer on our Savannah Harbor Expansion Project in Savannah Georgia.

Our subcontractors were the creating, exposing, and correcting contractors and were also cited by OSHA.

Three of these citations were originally cited as "Serious" and two were cited as "Other Than Serious". After reviewing the citations and investigating the conditions that were cited, CDM Smith representatives met with the Savannah Area Director and successfully negotiated all of the Citations from "Serious" to "Other Than Serious". Penalties for two of the citations were also reduced.

As the "Controlling Contractor" CDM Smith is not required to have the same level of regulatory knowledge as our subcontractors.

Each citation is described below along with the initial severity/penalty. The negotiated severity/penalty is also presented.

Initial Serious Violation \$4889.00

29 CFR 1926.350(a) (10): Oxygen cylinders in storage were not separated from the fuel gas cylinder or combustible material (especially oil or grease), a minimum distance of 20 feet or by a noncombustible barrier at least 5 feet high having a fire-resistance rating of at least one-half hour.

Explanation:

An empty oxygen cylinder was stored near empty propane cylinders. CDM Smith was aware of the empty propane cylinders, but had not seen the empty oxygen cylinder stored nearby during our routine safety inspections.

Final negotiated citation "Other Than Serious" \$3889.00

Initial Serious Violation \$6111.00

29 CFR 1926.1437(e) (1): Barge, pontoon, vessel or other means of flotation did not have a list and trim device located in the cab or at the operator's station.

On the barge, the employer did not have a list and trim device inside the cab of the crane, exposing employees to a hazard of drowning or being struck by material when operating the crane.

Explanation:

Our marine construction contractor was hired for their expertise in working with cranes on barges and floating platforms and should have been aware of the requirement for List and Trim devices. They had a Marine Architect prepared a plan which detailed operation parameters for the crane on the barge.

Final negotiated citation "Other Than Serious" \$1000.00

Serious Violation: \$4889.00

29 CFR 1926.1053(b) (9): The area around the top and/or bottom of a ladder was not kept clear:

On the north-east side of the cofferdam, a raised steel plate was at the bottom landing area of the ladder where workers accessed and exited the ladder, exposing the employees to a trip/fall hazard.

Explanation:

The area at the bottom of the ladder is a landing platform for the transition from one portable ladder to another portable ladder.

The raised Steel plate mentioned is an integral part of the cofferdam and could not be moved without an engineering evaluation. There were not any other viable access points.

Final negotiated citation "Other Than Serious" \$4889.00

Other Than Serious Violation: \$000.00

29 CFR 1926.152(g)(9): Conspicuous and legible signs prohibiting smoking were not posted in service and refueling areas:

Fuel tank from barge was not properly labeled.

Explanation: The lack of labeling was not observed prior to the inspection.

Other Than Serious Violation: \$000.00

29 CFR 1926.152(g)(9): Conspicuous and legible signs prohibiting smoking were not posted in service and refueling areas:

No smoking signs were not posted on the barge.

Explanation: The entire barge is a No Smoking area per the contractor's own policies and EM-385-1-1 requirements.

In September 2014, following a July inspection at our Weslaco WTP project, CDM Constructors received a serious citation for failing to protect employees in an excavation. The employees entered the excavation knowing it was unsafe and against the direction of their supervisor. The employees were disciplined, the entire workforce was retrained, and appropriate protective systems were used to complete the work in the excavation. During the informal conference the citation was reduced to other than serious.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with Broker	Per Schedule on file with Broker	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-61D-B8T8Z6-010 Effective Date: 1/1/2020 Premium \$

Issued to CDM Smith Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Blanket - as required by written contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
A Schedule of each person or Organization provided to us by the First Named Insured within 15 days of written cancellation notice received by the First Named Insured for any reason other than nonpayment of premium As Required by Written Contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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

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.

C. 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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

February 18, 2020

CDM Smith
Attn.: Lisa Stoddart
75 State Street, Suite 701
Boston, MA 02109

**RE: Obligee: Eastern Municipal Water District
Bid Bond for: SPECIFICATION NO. 1366W Corwin Booster Electrical Replacement, No.
WO#419410
Bid Date: March 4, 2020**

As you requested, we are pleased to provide the attached bid bond documents. This bond has been executed based upon the information we received from your office.

Please note the bond must be signed by an authorized representative of your company and if applicable, sealed with the corporate seal. We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Bid Bond authorization is based upon your original estimate. If the bid exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

Your bid results are very important. Please send your bid results to my email address shown above as soon as they are available.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Danielle M. Bechard

**EASTERN MUNICIPAL WATER DISTRICT
BID BOND**

Bid Bond No. N/A

KNOW ALL MEN BY THESE PRESENTS, that we CDM Constructors Inc., 9220 Cleveland Avenue, Suite 100,
(Here insert full name and address or legal title of Contractor)
Rancho Cucamonga, CA 91730 as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland, 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
(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 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 March 4, 20 20, for SPECIFICATION
NO. 1366W Corwin Booster Electrical Replacement, No. WO#419410
(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 18th day of February, 2020

CONTRACTOR AS PRINCIPAL

Company: CDM Constructors Inc.

Signature: *Mario J. Marcaccio*
Name: Mario J. Marcaccio
Title: General Counsel

SURETY

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

Signature: *Donna M. Planeta*
Name: Donna M. Planeta
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

NOTARY ACKNOWLEDGMENT OF PRINCIPAL:

State of Massachusetts

County of Suffolk ss.

On this the 18th day of February, 2020, before me, Lisa A. Stoddart, the undersigned officer, personally appeared Mario J. Marcaccio, who acknowledged himself/~~herself~~ to be the General Counsel of CDM Constructors Inc. a corporation, and that ~~she~~ as such General Counsel, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/~~herself~~ as General Counsel.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 8, 2024

Lisa A. Stoddart
Printed Name of Notary



NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 18th day of February, 2020, before me, Danielle D. Johnson, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Fidelity and Deposit Company of Maryland, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: January 31, 2023

Danielle D. Johnson

Printed Name of Notary

DANIELLE D. JOHNSON
NOTARY PUBLIC - CT 175556
MY COMMISSION EXPIRES JAN. 31, 2023

**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, **Donna M. PLANETA, Joshua SANFORD, Aimee R. PERONDINE, Danielle D. JOHNSON, Michelle Anne MCMAHON, Bethany STEVENSON, Bryan M. CANESCHI, Kristopher PISANO, Rebecca M. STEVENSON, Nicholas TURECAMO and Tanya NGUYEN, all of Hartford, Connecticut, 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 4th day of October, 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 4th day of October, 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, deposed 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 18th day of February, 2020



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