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: James W. Fowler Co.

Address: 12775 Westview Drive, Dallas, OR 97338 Date: September 27, 2018

By: James W. Fowler, President (Print Name) (Name should appear below) (Signature of Owner or Officer required)

<table>
<thead>
<tr>
<th>Name(s) and Title of Member of Firm or Office of Corporation authorized to enter into a binding Contract:</th>
<th>Address (If different from above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>James W. Fowler President</td>
<td>Same as above</td>
</tr>
<tr>
<td>John B. Fowler Executive VP, Secretary</td>
<td>Same as above</td>
</tr>
<tr>
<td>Candace J. Fowler Treasurer</td>
<td>Same as above</td>
</tr>
</tbody>
</table>

For further details on this proposal, please contact:

Name: John B. Fowler
Email Address: johnf@jwfowler.com
Address: 12775 Westview Drive, Dallas, OR 97338
Telephone: (503) 623-5373
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1313S
PALA SEWER FORCE MAIN PROJECT
ADDENDUM NO. 3

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:

None
BASIS OF AWARD: Additive Bid Item(s) Included in Total Bid Price.
Public Contract Code 20103.8(b) provides for basis of award as follows:

b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

Public Contract Code 20103.8 does not preclude the District from adding to or deducting any of the additive or deductive items after the lowest responsible bidder has been determined.

Failure to provide a cost for the additive or deductive bid items may deem your bid non-responsive.
**EASTERN MUNICIPAL WATER DISTRICT**  
**SPECIFICATION NO. 1313S**  
**PALA SEWER FORCE MAIN PROJECT**  
**ADDENDUM NO. 3**  
**BIDDING SHEETS**

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description (Unit Price Written in Words)</th>
<th>Unit Price (Figures)</th>
<th>Total Amount (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>Mobilization and Approved: Bonds, Insurance, and Schedule of Values (see Section 01026).</td>
<td>$ PRESET</td>
<td>$ 139,000</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>Wet tap existing 18-inch force main, install line-stops and bypass piping systems for new 24-inch and 18-inch force main to be connected to existing 18-inch force main in accordance with contract drawings and specifications.</td>
<td>$ Lump Sum</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Bid Item</td>
<td>Qty</td>
<td>Unit</td>
<td>Description</td>
<td>Unit Price</td>
<td>Total Amount</td>
</tr>
<tr>
<td>----------</td>
<td>-----</td>
<td>------</td>
<td>-------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>LS</td>
<td>Furnish and install all necessary material and equipment for the construction of 18-inch and 24-inch sewer force main including but not limited to all pipe, PVC, steel pipe, valves, connections, appurtenances, trenching and excavation, shoring, backfill, controlled density fill, AC pavement and street overlay per the City of Temecula's Encroachment Permit; all system shutdowns and piping tie-ins as specified and related work; jack/bore construction and related boring pits; any dewatering of existing pipelines and groundwater if encountered, any demolition and abandonment of existing pipeline including legal removal and disposal; preparation, approval and implementation of traffic control plans, SWPPP, restoration work; protection of existing utilities, all related work as required; all in accordance with the Contract Drawings and Specifications.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>three million five hundred ninety-two thousand</strong></td>
<td>$ Lump Sum</td>
<td>$ 3,592,000</td>
</tr>
</tbody>
</table>

4 1 LS **ADDITION OR DEDUCTION**

Circle one (if applicable):

Addition (+) $0.00

Deduction(-) $0.00

BS-4 00020 Bidding Sheets
<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price (Figures)</th>
<th>Total Amount (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>LS</td>
<td>Furnish and install all necessary material and equipment for the construction of connection between 18-inch and 24-inch sewer force main in accordance to contract drawings in Appendix H.</td>
<td><strong>Eighty-five thousand</strong></td>
<td>$85,000</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>LS</td>
<td>This line item is an allowance to prepare dewatering plans and perform construction dewatering work and groundwater disposal per approved dewatering plans all in accordance with the contract documents. Refer to Special Condition SC-45.</td>
<td><strong>One Hundred and Fifty Thousand</strong></td>
<td>$150,000</td>
</tr>
</tbody>
</table>

TOTAL BID (Basis of award) $4,216,000.00
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 13135
PALA SEWER FORCE MAIN PROJECT
ADDENDUM NO. 3
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) _________ (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.

<table>
<thead>
<tr>
<th>Addenda and/or Letter of Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Addenda received: 1, 2, 3</td>
</tr>
<tr>
<td>Letter of Clarification received: 0</td>
</tr>
</tbody>
</table>

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

Jeff Anderson (Name) 8/20/18 & 9/6/18 (Date of Inspection)
EQUIPMENT AND MATERIAL
ADDENDUM NO. 3

Identify the name of the manufacturer for the equipment and/or material items listed below, if not specified. Acceptable manufacturers listed shall be utilized by the Contractor in his construction. No substitution of the Contractor’s listed manufacturer will be permitted without written justification and the approval of the District. PRODUCTS OF MANUFACTURERS LISTED AS EQUALS TO THOSE SPECIFIED MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE DISTRICT NOT LATER THAN THE TENTH (10TH) DAY PRECEDING THE DATE SET FOR RECEIPT OF BIDS.

FAILURE TO PROVIDE THIS INFORMATION MAY RENDER YOUR BID NON-RESPONSIVE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 02215 Wet Tap, Line-stop and</td>
<td>International Flow Technologies, Inc. or</td>
</tr>
<tr>
<td>Temporary Bypass System</td>
<td>Approved Equal</td>
</tr>
</tbody>
</table>

BS-7

00020 Bidding Sheets
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1313S
PALA SEWER FORCE MAIN PROJECT

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

All bidders must provide a detailed 8-year experience record showing successful completion, as a Class A General Contractor and/or Class C-34 Pipeline Contractor, of at least 5 separate and similar projects within the last 8 years as follows:

A. Contract Type – Public Works
B. Installation of pipe using trenchless technologies including Jacking and Boring Method, or managing a Sub-Contractor with the application of the same trenchless technologies
C. Diameter – 18-inch or Greater PVC pipe
D. Length – 2,000 Linear Feet or Longer
E. Service – Sewer Force Main

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

*Failure to submit any of the above-mentioned information with your bid “may” deem your bid non-responsive.*
<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE/DISCRIPITION OF WORK</th>
<th>VALUE OF WORK PERFORMED</th>
<th>LOCATION OF WORK (CITY)</th>
<th>ENGINEER / CONTACT PERSON Address &amp; phone #</th>
<th>OWNER / CONTACT PERSON Address &amp; phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>Construction of a new pipeline to carry sewage and stormwater runoff from the Balch Drainage Basin to the West Side Big Pipe by microtunnel installation.</td>
<td>$63,738,000</td>
<td>Portland, OR</td>
<td>Kennedy/Jenks Consultants 200 SW Market Street, Suite 500 Portland, OR 97201 Brad Moore, PE (425) 205-4930</td>
<td>City of Portland Bureau of Environmental Services 5001 N. Columbia Blvd. Portland, OR 97203 H. Scott Clement, PE (503) 823-7052</td>
</tr>
<tr>
<td>2011</td>
<td>Project included relocating and replacing the SARI Mainline with a new 54-inch diameter pipeline. JWF offered an innovative value engineering proposal to include both a curved microtunnel and a compound curved microtunnel drive.</td>
<td>$9,142,000</td>
<td>Corona, CA</td>
<td>Hatch Mott 500 S. Main Street Orange, CA 92868 Rory Ball, PE (216) 535-3646</td>
<td>Orange County Public Works Dept. 300 N. Flower Street Santa Ana, CA 92703 Jerry Olivera (714) 667-3931</td>
</tr>
<tr>
<td>2014</td>
<td>Construction of launch and retrieval shafts and 2,100 feet of 114-inch segmentally lined tunnel of Salmon Bay in Downtown Seattle. This project also included slip-lining two existing 36-inch wood stave pipelines.</td>
<td>$34,896,320</td>
<td>Seattle, WA</td>
<td>Tetra Tech 1420 Fifth Avenue, Suite 600 Seattle, WA 98101 Doug Genzlinger (206) 883-9342</td>
<td>King County Wastewater Treatment Division 2501 W. Jameson Street Seattle, WA 98199 Marty Noble (206) 459-3640</td>
</tr>
<tr>
<td>2016</td>
<td>Installation of a new HDPE and FPVC gravity sewer pipeline by both microtunnel and rock tunnel construction and open trench cut and cover at multiple locations.</td>
<td>$30,440,000</td>
<td>Victorville, CA</td>
<td>Tetra Tech 17885 Van Karman Ave, Suite 500 Irvine, CA 92614 Luciane Bean, MS, PE (949) 809-5179</td>
<td>Victor Valley Wastewater Reclamation Authority 15776 Main Street, Suite 3 Hesperia, CA 92345 Alton Anderson (760) 246-8638 ext. 281</td>
</tr>
<tr>
<td>2019</td>
<td>Project included construction of 3,443 feet of new sewer line, along with connecting this new line to previously constructed pipe. The majority of the project was constructed using open faced shield tunneling.</td>
<td>$33,214,000</td>
<td>Bothell, WA</td>
<td>HDR Engineering 500-108th Ave. NE, Suite 1200 Bellevue, WA 98004 Jeff W. Lykkken, PE (425) 450-7104</td>
<td>King County Wastewater Treatment Division 2501 W. Jameson Street Seattle, WA 98199 Jennifer Kauffman (206) 477-5449</td>
</tr>
</tbody>
</table>
Balch Consolidation Conduit Shafts & Pipelines

In 1991, the City of Portland ("City") entered into an Amended Stipulation and Final Order ("ASFO") administered by the Oregon Department of Environmental Quality which mandated completion of the Combined Sewer Overflow ("CSO") program by December 1, 2011. The ASFO required the City to construct facilities to control combined sewer overflows into the Willamette River. The Balch Consolidation Conduit Shafts and Pipelines project ("Balch") was a key component of the City's CSO program and required construction of a new pipeline to carry sewage and stormwater runoff from the Balch Drainage Basin to the West Side Big Pipe, which collects combined sewage from the west side of the Willamette River for conveyance to the Columbia Boulevard Wastewater Treatment Plant on the east side of the river.

The microtunnel installation included 6,921 feet of 84-inch RCP installed in five drives of 1,690 feet; 1,595 feet; 1,308 feet; 1,194 feet and 1,134 feet. An additional 1,115 feet of 54-inch RCP was also installed. The depths varied from 20 to 75 feet. Each drive ended with grouting of the annular space between the ground and concrete pipe.

Portland's ground conditions are renowned for being extremely challenging and this site was no exception. Located in a former landfill, the five launch/reception shafts were constructed thru fragments of glass, brick, wood, wire and sheet metal in addition to the expected cobbles, boulders and soft soils.

During the final microtunnel drive, the machine encountered an unidentified steel object which halted the progress. JWF performed over 250 separate compressed air man interventions where a team of two people went over...
Balch Consolidation Conduit Shafts & Pipelines

Contract Bid
$75,729,000

Change Orders
1

Claims/Resolution
None

Final Contract Amount
$63,738,000

Contract Duration
1,217 Days

Actual Duration
1,187 Days

Start Date
August 2008

Completion Date
December 2011

Contract Delivery Method
CM/GC (Best Value Procurement)

Project Staff
John Fowler - Project Principal
Scott Thibert - Project Manager
Phil Hollingsworth - Superintendent
LaRue Nolan - Superintendent
Mark Dilworth - Superintendent
Phiet Vuong - Project Engineer

900 feet within the pipe 75 feet underground, pressurized the face of the tunnel machine and entered the crushing chamber through a door 16 inches by 19 inches to repair the machine and resume the tunneling process. This process is similar to a deep sea dive and is extremely dangerous. JWF is the only tunneling contractor in the United States to have performed compressed air interventions of this magnitude on a microtunneling machine.

As a means of managing the risks of the project and reducing cost and schedule, JWF offered Cutter Soil Mixing ("CSM") as an alternative shaft shoring method of the tunnel access shafts—a method untested in Oregon or the types of soils on site. The City agreed to use the new technology enabling Balch to be the first project in Oregon to use CSM for shaft support. Additionally, this project was the first use in the United States of the CSM panels to support the machine and pipeline and for tunnel break-in / break-out zones. This new technology fit well with the City's sustainability initiatives by eliminating waste to landfills, reducing fuel consumption, and containing hazardous waste and contaminated groundwater.

The project included construction of five shafts, the first was 36 feet long, 24 feet wide, and 30 feet deep; the second was 45 feet long, 32 feet wide, and 46 feet deep. The remaining three were round shafts including a 36 feet diameter and 62 feet deep shaft, a 24 feet diameter and 68 feet deep shaft, and a 31 feet diameter and 78 feet deep shaft.

The City prides itself on promoting historically under-utilized minority, women and emerging small businesses ("MWESB"). At the beginning of the project, JWF identified a goal of $3.4 million of MWESB participation. We also identified firms to mentor during the project, offering assistance in the form of estimating, deciphering plans and specifications, and business management which allowed these entities to remain in business in a challenging economic environment. At the end of the project, JWF had awarded $16.3 million to MWESB firms, a 448% improvement on the original goal! The Balch project exceeded the City's expectations by finishing ahead of schedule, under budget and within specifications. Most importantly, the City was able to meet the ASFO mandated completion date and their commitment to healthy working rivers for future generations.

Final estimates of all project sustainability measures included reducing the amount of contaminated spoils destined for landfills by 36,700 tons, which in turn saved 25,200 gallons of fuel and reduced road congestion by over 2,400 trips.
Santa Ana River Interceptor (SARI) Relocation – SARI Mainline Project

**JWF Role on the Project:**
*Microtunneling Subcontractor*

**Location:** Corona, California

**Project Owner:**
*Orange County Public Works Dept.*
*Santa Ana, CA 92703*
**Contact:** Jerry Olivera
*(714) 667-3931*
*jerry.olivera@ocpw.ocgov.com*

**Project Engineer:**
*Hatch Mott*
*500 S. Main Street*
*Orange, CA 92868*
**Contact:** Rory Ball, PE
*(216) 535-3646*
*rory.ball@hatchmott.com*

**Construction Manager:**
*Montgomery Watson Harza*
*Behrrouz Tehrani*
*(626) 252-2923*
*Behrrouz.tehrani@mwhglobal.com*

**General Contractor:**
*W.A. Rasic Construction*
*7314 Scout Avenue*
*Bell Gardens, CA 90201*

The Santa Ana River Interceptor (SARI) Line is a 23-mile-long wastewater pipeline that extends from the boundary of Orange and San Bernardino counties in southern California to the Orange County Sanitation District (OCSD) sewage treatment plant. Several segments run adjacent to and under the Santa Ana River and nearly 4 miles of the pipeline are in jeopardy of failure during heavy rainstorms. To ensure the long-term integrity of the pipeline, protect public health and safeguard the environment, the Orange County Flood Control District, in cooperation with other stakeholders, embarked on the Santa Ana River Interceptor Relocation Project to relocate and replace the SARI Mainline with a new 54-inch diameter pipeline.

Designed as a typical microtunnel project with several short, straight drives, the SARI Mainline offered JWF the perfect opportunity to offer an innovative value engineering proposal. By including both a curved microtunnel and a compound curved microtunnel drive and utilizing an innovative hydraulic joint, JWF was able to eliminate shafts and combine multiple drives on the project. This saved the client over $1 million and offered a 20% reduction in the tunneling schedule.

The microtunneling consisted of approximately 4,000 feet of 101.5-inch OD microtunnel done in four drives with installation of 2,809 feet of 84-inch ID reinforced concrete pipe and 1,089 feet of 99.5-inch ID Permalock steel casing at approximately 36 feet below the ground surface.

The first drive was approximately 620 feet under Gypsum Canyon Road and the Gypsum Canyon Drainage channel. The second drive was 1,089 feet under a portion of the Green River Golf Course and the Santa Ana River channel.

The third drive was adjacent to the 91 Freeway and Santa Ana River. At 1,567 feet, this drive set a US record as the longest compound curved drive and was the first use...
Santa Ana River Interceptor (SARI) Relocation – SARI Mainline Project

**Contract Bid:**
$8,800,000

**Change Orders:**
5

**Final Contract Amount:**
$9,142,000

**Claims/Resolution:**
None

**Contract Duration:**
430 Days

**Actual Duration:**
430 Days

**Start Date:**
September 2011

**Completion Date:**
July 2013

**Contract Delivery Method:**
Design/Bid/Build

of the Jackcontrol hydraulic joint system with real-time monitoring in the United States.

The final drive was 622 feet and was adjacent to the 91 Freeway. This drive had a standard curve and also utilized the Jackcontrol hydraulic joint system with real-time monitoring.

This project was the first in the United States to have two curved drives. The radius of the compound curve was approximately 15,500 feet and the standard curve was approximately 5,500 feet.

Ground conditions are mixed face with soft to stiff silt and loose sand, gravel, sand, and clay exhibiting a flowing behavior with cobbles and some boulders. The water table ranged from the tunnel invert to up to 17 feet above the tunnel invert.
Ballard Siphon Replacement Rebid

To protect public health and the environment while ensuring the system continues operating safely and reliably, dual 36-inch diameter wooden sewer pipes installed in 1935 in the deep sediment of Salmon Bay in downtown Seattle required replacement. The pipes convey wastewater across the bay, ultimately ending up at the West Point Treatment Plant. This project reduced the potential for combined sewer overflows into the Ship Canal, a man-made excavation forming a navigable waterway between Lake Washington and Puget Sound, and met Seattle’s existing infrastructure requirements while adding needed capacity to serve growth in the north Seattle area.

This project included construction of launch and retrieval shafts and 2,100 feet of 114-inch segmentally lined tunnel with an 85.5-inch diameter final liner. This project also included slip-lining two existing 36-inch wood stave pipelines. Common when the siphon was originally constructed, the pipes were similar to wooden barrels with metal compression bands holding the staves together. King County maintained flows through the aging pipes until the new pipeline was constructed.

The existing Ballard Regulator was expanded and reconfigured to divert flows through the new 85.5-inch line. An underground structure was constructed at the launch site that directs flows from the new conduit to the existing North Interceptor.

Once the new pipeline was installed and operational, the wood pipes were taken off-line, cleaned and slip-lined with 30-inch HDPE pipe. For the
Ballard Siphon Replacement Rebid

Cleaning process, 11,500 gallons of siphon sewerage were pumped to an adjacent facility. During the lining process, a specially designed apparatus was utilized to avoid damage to the wood stave pipeline. After the lining was complete, the pipes were hydrostatically tested and the annular space was grouted while being carefully monitored to avoid damage to the wood stave and HDPE liner. The final step in the process involved integrating the relined pipeline into the existing system. The newly-lined wood pipes will remain on the floor of the bay in case they need to be used in the future.

The alignment of the tunnel included a vertical curve designed to reduce the depth of the retrieval shaft, to facilitate sediment transport within the tunnel and allow tunneling to proceed upslope. A horizontal curve minimized the need for easements under private property and to avoid tunneling below existing pile-supported buildings.

To improve upon the schedule, JWF suggested use of a shaft excavation machine that was the first of its kind in North America. A Herrenknecht AG developed Vertical Shaft Machine ("VSM") was used to build the 30-foot diameter, 145-foot deep launch shaft for the tunnel machine. The machine allowed crews to excavate the shaft in two months, which is three to four months faster than conventional excavation. Shaft building with the VSM involved excavating an initial section and building a concrete ring wall to support the machine. An operator remotely moved the machine down and precast concrete segments were installed to structurally line the shaft as the machine continued to excavate. The segments sunk as the machine’s pivoting cutting arm dug out the soil, allowing new segments to be added from above.
Upper Narrows Pipeline Replacement

In December 2010, a significant and unprecedented storm event overwhelmed the Victor Valley, causing damage to several interceptors owned by the Victor Valley Wastewater Reclamation Authority. Record flows in the Mojave River caused sand and debris to infiltrate the system in the Upper Narrows area, resulting in a mixture of river water and wastewater released below the surface of the Mojave River. Following the discovery of the damaged pipe, VVWRA built an emergency bypass to circumvent the damaged section of pipeline.

The VVWRA approved a plan to repair the damaged pipeline by replacing the river outfall with a new pipeline. The majority of the cost of the project was funded by the Federal Emergency Management Agency (FEMA) and the California Emergency Management Agency (CalEMA) due to the storms being declared an emergency.

The scope of work included installation of new HDPE and FPVC gravity sewer pipelines by both microtunnel and rock tunnel construction and open trench cut and cover at multiple locations. The pipe segments include a reach located under active BNSF Railroad properties; the installation of a siphon underneath the Mojave River; and the re-connection of an existing sewer to the new sewer interceptor at three separate locations. Other components of the project include the installation of new PVC-lined manholes; temporary dewatering to install the new gravity sewer interceptor; the protection of existing utilities; removal of contaminated soils and replacement with imported fill materials; treatment of contaminated ground water; and the
Upper Narrows Pipeline Replacement

**Contract Bid**
$26,482,000

**Change Order**
6
(Differing Site conditions, owner approved changes)

**Final Contract Amount**
$30,440,000

**Claims/Resolution**
None

**Contract Duration**
776 Days

**Actual Duration**
776 Days

**Start Date**
January 2014

**Completion Date**
October 2016

**Contract Delivery Method**
Design/Bid/Build

**Project Staff**
John Fowler - Project Principal
Jeff Andersson - Project Manager
Phil Hollingsworth - Superintendent
Spencer Mc Clymont - Project Engineer

abandonment of select portions of the existing sewer interceptor.

The construction of the Upper Narrows Interceptor Pipeline Replacement included connection to the existing VVWRA facilities and for the on-going operation of the existing VVWRA interceptor and emergency by-pass system. The sequencing of work included planning for and coordinating work to minimize disruption to the facilities while performing tie-in work and while working adjacent to these facilities.

The site for the launch pit for the 99-foot, 60-inch diameter pipe ramming work under the BNSF railroad property is located in an environmentally sensitive area with nesting areas for ravens and other birds.

The project included two 60-inch diameter microtunnel drives of 971 and 1,850 feet to install Permalok steel casing and 2,700 feet of 48-inch HDPE carrier pipe. The launch and reception shafts were sheet pile construction. In difficult rock conditions, a 1,250 foot 80.5-inch rock tunnel was constructed in a single drive using a rib and board liner system. Additionally, a 1,736-foot horizontal directional drill under the Mohave River was constructed and lined with a 16-inch Fusible PVC pipe. Finally, 485 feet of 48-inch HDPE open trench was installed.

In an innovative twist, the rock tunnel boring machine was disassembled within the tunnel and the microtunnel boring machine tunneled into the rock tunnel. The microtunnel boring machine was retrieved from within the rock tunnel.

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**HEAVY CIVIL AND TUNNELING CONSTRUCTION SOLUTIONS**

James W. Fowler Co.
PO Box 489 • 12775 Westview Drive
Dallas, Oregon 97338
(503) 622-5373 • (503) 622-9117 • Fax
www.jwfowler.com
North Creek Interceptor Sewer Completion

King County’s initiative for improving infrastructure to increase system reliability from combined sewer overflows and to accommodate population growth continued with replacement of the North Creek Interceptor Sewer, a 2-mile pipeline serving the Bothell area since 1970.

This project was originally awarded to another contractor in 2014 who was terminated for default on the contract in 2017. The County awarded the project to JWF via an emergency declaration waiving the competitive procurement process. A core compensation agreement to complete the project was negotiated by JWF and the County.

It included construction of 3,443 feet of new sewer line, along with connecting this new line to previously constructed pipe. The project also included asphalt paving, traffic control, landscaping and wetland restoration. JWF assumed responsibility for the first tunnel drive midway through completion—this included repairs to and utilization of the existing TBM.

The majority of the pipeline was constructed using open faced shield tunneling with a 72-inch casing and 42-inch and 48-inch Hobas carrier pipe in deep sections, including crossing the state highway. There were four drives of 1,002 feet, 547 feet, 1,103 feet and 881 feet. The open cut included completing work started by the prior contractor with 85 feet of 42-inch Hobas pipe, 155 feet of 36-inch Hobas pipe, slippinling of 85 feet of 12-inch PVC and 250 feet of 8-inch ductile iron pipe and miscellaneous 8-inch laterals that tied into the main sewer pipeline.
North Creek Interceptor Sewer Completion

Construction took place in both the City of Bothell and unincorporated Snohomish County. The County provided materials and equipment including an open face shield tunnel machine, shored shafts, and some of the casing and carrier pipe needed to finish the job. A construction dewatering system was partially installed by the previous contractor.

The geotechnical characteristics of the area included cobbles and mixed face conditions, high water table, artesian and multiple layered aquifers that required extensive dewatering.

The project required compliance with environmental requirements to eliminate impacts from construction activities to nearby wetlands and North Creek. JWF was able to successfully treat and discharge the output from dewatering activities to North Creek with no impacts to water quality.

There was also extensive public outreach and property owner coordination required for over 30 easements and rights of entry to access the project site.
RESUMES OF KEY PERSONNEL
(ATTACH HERE)
JEFF ANDERSON, PROJECT MANAGER

Mr. Anderson has 34 years experience in the management and oversight of microtunnel, large diameter pipe and infrastructure construction projects for clients throughout the United States. Jeff is passionate about the company’s safety program and has served as president of the JWF Safety Committee in addition to a similar role for the Associated General Contractors San Diego Chapter.

RELEVANT EXPERIENCE

NORTH CREEK INTERCEPTOR SEWER COMPLETION

Project Role: Project Manager
Construction Cost: $33.8 million
Construction Dates: March 2017 - June 2018
Project Owner: King County Wastewater Treatment Division
Contact: Bruce Herman 206.477.4626

Mr. Anderson was responsible for overseeing the construction of approximately 3,000-ft of sewer line via microtunneling and connecting to a previously constructed pipe. This project included JWF taking over, assessing and completing the work by a previous contractor. The project also included asphalt paving, traffic control, landscaping and wetland restoration, as well as miscellaneous work needed to complete the project. JWF assumed responsibility for the first tunnel drive midway through completion, which included repairs to and utilization of the existing TBM.

UPPER NARROWS PIPELINE REPLACEMENT

Project Role: Project Manager
Construction Cost: $30 million
Construction Dates: January 2013 - May 2016
Project Owner: Victor Valley Wastewater Reclamation Authority
Contact: Alton Anderson (760) 246-8638

Mr. Anderson was responsible for managing the construction of new gravity sewer pipelines by both microtunnel and rock tunnel construction and open cut at multiple locations. Two 60-in microtunnel drives of 971 and 1,850-ft were constructed to install Permalock steel casing and 2,700-ft of 48-in HDPE carrier pipe. A single 1,250-ft 80.5-in rock tunnel was constructed using rib and board liner.

SANTA ANA RIVER INTERCEPTOR (SARI) RELOCATION - SARI MAINLINE

Project Role: Project Manager
Construction Cost: $9.1 million
Construction Dates: September 2011 – July 2013
Project Owner: Orange County Flood Control District
Contact: Jerry Olivera, (714) 667-3931

Mr. Anderson is responsible for managing the construction of a sewer pipeline installed via microtunnel along a freeway right-of-way. The project includes 1,545-ft of concrete pipe at depths of up to 75-ft and includes a curved drive and another under the Santa Ana River and Green River Golf Course.
PHIL HOLLINGSWORTH, PROJECT SUPERINTENDENT

Mr. Hollingsworth has extensive experience with all phases of underground construction, specializing in microtunneling. With over 25 years of experience operating microtunnel equipment and supervising projects, he has insight into the intricate nature of ground improvement, shaft sealing, MTBM launching and receiving, and ground stability. He has constructed projects around the world including the US, Spain, England, and the United Arab Emirates.

RELEVANT EXPERIENCE

PRICE AGREEMENT FOR URGENT REHABILITATION OF SANITARY AND STORM SEWERS - OUTFALL 33, NW HEMLOCK & NW HARRISON SEWER REHABILITATIONS

Project Role: Project Superintendent - Trenchless
Construction Cost: $9 million (Est.)
Construction Dates: March 2015 - June 2018 (Est.)
Project Owner: City of Portland, Bureau of Environmental Services
Contact: Fahim Rahman, PE 503.823.7217

Mr. Hollingsworth supervised the trenchless portion of this group of fourteen emergency contracts negotiated with the City of Portland to rehabilitate and construct sewer pipes and manholes throughout the City. These projects included a variety of open trench and trenchless pipe installations in busy urban areas.

NORTH CREEK INTERCEPTOR SEWER COMPLETION

Project Role: Project Superintendent
Construction Cost: $20.1 million (Est.)
Construction Dates: January 2017 - June 2018 (Est.)
Project Owner: King County
Contact: Marty Noble 206.459.3640

Mr. Hollingsworth supervised the completion of a contract with another contractor terminated for cause. The construction included approximately 3,000 feet of open faced shield tunneling to install new sewer pipelines and restoration of wetlands and a trail area.

BALCH CONSOLIDATION CONDUIT SHAFTS AND PIPELINES

Project Role: Project Superintendent
Construction Cost: $63.738 million
Construction Dates: August 2008 – October 2011
Project Owner: City of Portland, Bureau of Environmental Services
Contact: H. Scott Clement, PE 503.823.7740

Mr. Hollingsworth was responsible for supervising construction of shafts and 8,017 feet of microtunnel, concrete diversion structures, conventional open-cut pipe and manhole installation and tie-in to existing storm & sanitary collection system in a busy industrial area.
Additional Experience

- Marketplace Del Rio Trunk Sewer Replacement // City of Oceanside, Oceanside, CA
- Ranier Valley Wet Weather Storage // King County, Seattle, WA
- Center for Health & Healing South // Oregon Health Sciences University, Portland, OR
- Upper Narrows Pipeline Replacement // Victor Valley Wastewater Reclamation Authority, Victorville, CA
- Southwest Pipeline Project - Supplementary Raw Water Intake, Caisson, Intake Pipe & Screen // Mercer County, ND
- San Marcos Interceptor Replacement // Vallecitos Water District, San Marcos, CA
- Watson Way Upsizing and Realignment // Buena Sanitation District, Vista, CA
- Santa Ana River Interceptor (SARI) Relocation // Oregon County Flood Control District, Santa Ana, CA
- Nacimiento Intake Unit A // San Luis Obispo County Flood Control & Water Conservation District, Paso Robles, CA
- Brightwater Conveyance System - Central Contract // King County, Seattle, WA
- Woods Street Project Group // City of Portland Bureau of Environmental Services, Portland, OR
- Conserv 1 Flow Diversion - Force Main Phase 1 // City of Orlando, Orlando, FL
- Lower Northwest Interceptor - Sacramento Force Main // Sacramento County Regional Sanitation District, Sacramento, CA
- Five Points Sanitary Sewer Rehabilitation // City of Columbia, Columbia, SC
- Sanitary Collection Improvements - North/South Relief Interceptor // Township of Grosse Ile, Grosse Ile, MI
- Spanaway Loop Bypass Schedule C // Pierce County Public Utilities, Lakewood, WA
SPENCER MCCLYMONT, PROJECT ENGINEER

Mr. McClymont has 13 years experience in the management and oversight of microtunnel, large diameter pipe and infrastructure construction projects for clients throughout the United States. Spencer is tenacious about ensuring the final project meets all specifications of the design documents.

RELEVANT EXPERIENCE

NORTH CREEK INTERCEPTOR SEWER COMPLETION

Project Role: Project Engineer
Construction Cost: $33.8 million
Construction Dates: March 2017 - June 2018
Project Owner: King County Wastewater Treatment Division
Contact: Bruce Herman 206.477.4626

Mr. McClymont was responsible for the review and submittal of all documentation to ensure the project is constructed within the design specifications. The project included construction of approximately 3,000-ft of sewer line via microtunneling and connecting to previously constructed pipe. JWF took over an existing contract, assessing and completing the work by a contractor terminated for cause. JWF assumed responsibility for the first tunnel drive midway through completion, which included repairs to and utilization of the existing TBM.

UPPER NARROWS PIPELINE REPLACEMENT

Project Role: Project Engineer
Construction Cost: $30 million
Construction Dates: January 2013 - May 2016
Project Owner: Victor Valley Wastewater Reclamation Authority
Contact: Alton Anderson (760) 246-8638

Mr. McClymont was responsible for the review and submittal of all documentation to ensure the project is constructed within the design specifications. The project included the construction of new gravity sewer pipelines by both microtunnel and rock tunnel construction and open cut at multiple locations. Two 60-in microtunnel drives of 971 and 1,850-ft were constructed to install Permalock steel casing and 2,700-ft of 48-in HDPE carrier pipe. A single 1,250-ft 80.5-in rock tunnel was constructed using rib and board liner.

SANTA ANA RIVER INTERCEPTOR (SARI) RELOCATION - SARI MAINLINE

Project Role: Project Engineer
Construction Cost: $9.1 million
Construction Dates: September 2011 - July 2013
Project Owner: Orange County Flood Control District
Contact: Jerry Oliveira, (714) 667-3931

Mr. McClymont was responsible for the review and submittal of all documentation to ensure the project is constructed within the design specifications. The project included 1,545-ft of concrete pipe at depths of up to 75-ft and included a curved drive and another under the Santa Ana River and Green River Golf Course.
ADDITIONAL EXPERIENCE

✓ Gerald Desmond Bridge Replacement // City of Long Beach, Long Beach, CA
✓ Water Group 939 // City of San Diego, San Diego, CA
✓ Marketplace Del Rio Trunk Sewer Replacement // City of Oceanside, Oceanside, CA
✓ San Marcos Interceptor Replacement // Vallecitos Water District, San Marcos, CA
✓ Miramar Trunk Sewer // City of San Diego, San Diego, CA*
✓ Euclid Creek Tunnel // City of Cleveland, Cleveland, OH*
✓ Conduit 151 // Denver Water, Denver, CO*
✓ Santa Monica Low Flow Diversion // City of Los Angeles, Los Angeles, CA*
✓ Raw Water Intake & Main // City of Thomasville, Thomasville, Al*
✓ Penmar Water Quality Improvement Project, Phase I*
✓ Haymar Sewer Segment Replacement*
✓ Washington-Oxford Relief Sewer*
✓ North Agua Hedionda Interceptor Sewer Replacement*
✓ Perris Water Filtration Plant, SWP Pipeline*
✓ Alvarado/Crandall Sewer Relief*
✓ Harvard Ave Design / Build*
✓ Lake Calavera Remedial Improvements*
✓ Abbott Vascular TEC Site Utilities*
✓ Lakeshore Trunk Sewer - Malaga Reach*
✓ Sycuan Box Culvert*

*Project performed for prior employer
LIST OF DESIGNATED SUBCONTRACTORS

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<td>Pala Sewer Force Main Project</td>
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<tr>
<td>NAME OF CONTRACTOR:</td>
<td>James W. Fowler Co.</td>
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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*

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<th>LICENSED SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, &amp; EMAIL ADDRESS</th>
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<td>Email Address: <a href="mailto:dhall@baliconstruction.com">dhall@baliconstruction.com</a></td>
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(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) at time of bid showing active registration from the Public Works Contractor Registration online registration at [https://efiling.dir.ca.gov/PWCR/Search](https://efiling.dir.ca.gov/PWCR/Search)

*********************************************************************************************************************************************

SUBMIT BIDDER & SUBCONTRACTORS CONTRACTOR REGISTRATION EXTRACTS WITH BID PROPOSAL

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CONTRACTOR'S LICENSING STATEMENT

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

CONTRACTOR'S CLASSIFICATION  A - General Engineering Contractor

LICENSE NUMBER  777391  TYPE  A  EXPIRATION DATE  4/30/2020

A. INDIVIDUAL CONTRACTOR

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

B. FIRM OR PARTNERSHIP

| NAME OF FIRM OR PARTNERSHIP: | n/a |
| BUSINESS ADDRESS: | |
| PHONE NUMBER: | |

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<tr>
<th>SIGNATURE(S) &amp; TITLE OF MEMBERS SIGNING ON BEHALF OF THE PARTNERSHIP:</th>
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C. CORPORATION

| NAME OF CORPORATION: | James W. Fowler Co. |
| BUSINESS ADDRESS: | 12775 Westview Drive, Dallas, OR 97338 |
| PHONE NUMBER: | (503) 623-5373 |

<table>
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<tr>
<th>SIGNATURE OF AUTHORIZED OFFICER OF CORPORATION:</th>
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<tbody>
<tr>
<td>SIGNATURE: /James W. Fowler  TITLE: President</td>
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C6-1  00030 Contractors Licensing Statement
NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the ______President______ of ______James W. Fowler Co.________, 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 9/27/2018 [date], at ______Dallas______ [city], ______Oregon________ [state]

Signed: ______________________________

Name: ______James W. Fowler, President________

(Print Name Here)

C7-1 00032 Non-Collusion Declaration
IRAN CONTRACTING ACT CERTIFICATION

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

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

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

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

OPTION #1 - CERTIFICATION

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

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

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>James W. Fowler Co.</td>
<td>93-0677813</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By (Authorized Signature)</th>
<th>Date Executed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>September 27, 2018</td>
</tr>
</tbody>
</table>
**OPTION #2 – EXEMPTION**

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

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

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By (Authorized Signature)</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
<th>Date Executed</th>
</tr>
</thead>
</table>
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."

Employers, 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

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

### Number of Days

<table>
<thead>
<tr>
<th></th>
<th>Total number of days of job transfer or restriction</th>
<th>Total number of days away from work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(K)</td>
<td>(L)</td>
</tr>
</tbody>
</table>

### Injury and Illness Types

<table>
<thead>
<tr>
<th></th>
<th>Total number of...</th>
</tr>
</thead>
<tbody>
<tr>
<td>(M)</td>
<td>Injuries</td>
</tr>
<tr>
<td></td>
<td>Poisonings</td>
</tr>
<tr>
<td></td>
<td>Skin disorders</td>
</tr>
<tr>
<td></td>
<td>Hearing loss</td>
</tr>
<tr>
<td></td>
<td>Respiratory conditions</td>
</tr>
<tr>
<td></td>
<td>All other Illnesses</td>
</tr>
</tbody>
</table>

**Facility Information**

- **Establishment name**: James W. Fowler Co.
- **Street**: 12775 Westview Drive
- **City**: Dallas
- **State**: OR
- **Zip**: 97338
- **Industry description**: Heavy Civil Construction & Tunnelling
- **Standard Industrial Classification (SIC)**, if known (e.g., SIC 3715): 1629

**Employment Information**

(If you don’t have these figures, use the optional Worksheets to estimate)

- **Annual average number of employees**: 20
- **Total hours worked by all employees last year**: 4,078

**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**: James W. Fowler  
**Title**:  
**Phone**: (503) 623-5373  
**Date**: September 12, 2018

---

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

C16-2  
00050 CalOsha form 300A
C-17 Contractor’s Cal/OSHA Compliance History and SIC Code
THIS DOCUMENT IS TO BE SUBMITTED WITH THE PROPOSAL PACKAGE AT TIME OF BID

<table>
<thead>
<tr>
<th>Bid Date:</th>
<th>9/12/2018</th>
<th>Contractor’s Standard Industry Code:</th>
<th>1629</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specification No.</td>
<td>1313S</td>
<td>Project Name:</td>
<td>Palo Sewer Force Main Project</td>
</tr>
<tr>
<td>Contractor name:</td>
<td>James W. Fowler Co.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Address:</td>
<td>12775 Westview Drive, Dallas, OR 97338</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor License No.</td>
<td>777391</td>
<td>Phone No:</td>
<td>(503) 623-5373</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>John B. Fowler, Executive Vice President</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please answer the following questions:

1. Has the Contractor been cited by Cal/OSHA or any regulatory agency for a violation related to safety or environmental issues within the past seven (7) years?  
   No ☐ Yes ☑
   
   If yes, please attach all documentation specific to each violation and what actions have been taken to ensure that there is not a repeat violation.

2. Has the Contractor had a fatality or serious incident per Cal/OSHA on a jobsite within the past ten (10) years?  
   No ☐ Yes ☑
   
   If yes, please attach all documentation specific to each violation and what actions have been taken to ensure that there is not a repeat violation.

[Signature]
James W. Fowler, President
Date: 9/12/2018

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

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

Approved: ☐ No ☑ Yes ☐

Reviewed by Risk Management (signature required)  
[Signature]  
Date:

Return to (Field Eng.CAR)  
By:

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

C17-2  00052 CalOsha Compliance History & SIC Code
## OSHA Citation History

| DATE    | STATE | INSPECTION SITE                          | CATEGORY       | TYPE   | VIOLATION | REVOLUTION | FINE  | STATUS | APPELLATE DATE | FINE1 | FINE2 | TAXID | CITATION |
|---------|-------|------------------------------------------|----------------|--------|-----------|------------|-------|--------|----------------|-------|-------|-------|----------|        |
| 6/9/2017 | WA-OSHA | Rainier Valley Water Storage Project | CONFINED SPACE | SERIOUS | WAC 296-600-2006 The contractor is responsible for following all confined space requirements. | $900 | 317044690 | Open |            |       |       |       |          |        |
| 4/3/2017 | WA-OSHA | Sunnyvale Wastewater Treatment Facility | FALL PROTECTION | OTHER  | WAC 296-155-2441 (1) FALL protection work plan. You must develop and implement a written fall protection work plan where fall hazards of 10 feet or more exist. | $2,300 | 317044403 | Closed | 4/7/2017 | $2,300 | 317044403 | 15.75 | Closed |        |
| 4/3/2017 | WA-OSHA | Sunnyvale Wastewater Treatment Facility | FIRST AID CERTIFICATION | OTHER  | WAC 296-155-102 (2) All crew leaders, supervisors or persons in direct change of one or more employees must have a valid first aid certification. | $1,300 | 317044403 | Closed | 4/7/2017 | $1,300 | 317044403 | 15.75 | Closed |        |
| 4/2/2017 | WA-OSHA | Sunnyvale Wastewater Treatment Facility | FALL PROTECTION | SERIOUS | WAC 296-606-3962(1) Working from the Plant manager, personnel on the platform must wear full body harness with a lanyard attached. | $2,300 | 317044403 | Closed | 4/7/2017 | $2,300 | 317044403 | 15.75 | Closed |        |
| 4/2/2017 | WA-OSHA | Sunnyvale Wastewater Treatment Facility | FALL PROTECTION | SERIOUS | WAC 296-155-2441 (1) Fall protection, personnel on the platform must wear full body harness with a lanyard attached. | $4,300 | 317044403 | Closed | 4/7/2017 | $4,300 | 317044403 | 15.75 | Closed |        |
| 7/10/2017 | OR-OSHA | Pony Creek Water Treatment Plant Expansion | PROTECTIVE SYSTEMS | SERIOUS | 29CFR 1926.652 (a) (1) The large excavation at the south end of the project was not adequately shored or braced to protect employees working in the excavation. | $900 | 2900-30-12 | Closed |            | $900 | 2900-30-12 |        |        |        |
| 11/21/2011 | Fed-OSHA | Bonnville Bradford Island Beach & Fish Habitat Repair | WIRING | OTHER  | 29CFR 1926.654(a)(2)(i)(B) Flexible cords and cables used for temporary wiring were not protected from damage. | $1,083,02 | 105302 | Closed |            | $1,083,02 | 105302 |        |        |        |
JWF Major Accident Report

James W. Fowler Co. has never had a major accident or fatality involving its employees at a job site. In June of 2015, Foxfire, Inc., a subcontractor for James W. Fowler Co. had a major accident that resulted in a fatality.

At approximately 7:45 a.m. on June 24, 2015, Employee #1 and a coworker were attempting to pull free a stuck skin of a micro tunnel boring machine approximately 1,250 feet in from a tunnel portal. The winch was welded down to a pair of 12 inch wide flange thrust beams that were buried in the concrete of the jacking pit floor. A pair of chains anchored the winch by connecting at the two rear pad eyes on the winch rear base and then wrapped around the steel push block at the rear of the pit just behind the winch base. The 1,250 feet of wire rope was a 1.25 inch diameter 6 strands.
Employee #1 was operating a 50,000 pound line pull winch, when the winch broke loose from its mounting base, catapulting the winch and Employee #1 more than 40 feet to the front of the jacking pit striking the pit support steel. Employee #1 was killed.

James W. Fowler Co. did not incur any fines or OSHA violations for this incident.

Project Name: Upper Narrows Pipeline Replacement
Owner: Victor Valley Wastewater Reclamation Authority
Subcontractor: Foxfire, Inc.
Case Number: 1073048.015
Accident Date: 6/24/2015
OSHA Violation: None
Fines: None
Accident Description: Fatality on job site
Contact: Alton Anderson, (760) 948-9849
EASTERN MUNICIPAL WATER DISTRICT
BID BOND

Bid Bond No.  

KNOW ALL MEN BY THESE PRESENTS, that we

James W. Fowler Co., 12775 Westview Drive, Dallas, OR 97338

(Here Insert full name and address or legal title of Contractor)

__________________________

Liberty Mutual Insurance Company, 2233 112th Ave. N.E., Bellevue, WA 98004

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

__________________________

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of __________________ 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 (10%) of Total Amount of Bid Dollars (_____________________), 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 __________________, 20__ , for Pala Sewer Force Main Project

City of Temecula, County of Riverside, Specification No. 1313S

(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 September ______, 2018

CONTRACTOR AS PRINCIPAL

Company: James W. Fowler Co.

Signature: ____________________________

Name: James W. Fowler

Title: President

SURETY

Company: Liberty Mutual Insurance Company

(Corporate Seal)

Signature: ____________________________

Name: Elizabeth R. Hahn

Title: Attorney-in-Fact

CALic. # 0155652

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

Notary Public Acknowledgment required for Surety and Contractor

Rev:04/06/16

BB-1

00040 Bid Bond
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8143182

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the ‘Companies’), pursuant to and by authority hereof set forth, does hereby name, constitute and appoint, Guy Armfield; John Cleaves; Scott Fisher; Deanna M. French; Elizabeth R. Hahn; Roger Kaltenbach; Ronald J. Lampe; Andrew P. Larsen; Susan B. Larson; Scott McGilvray; Mindee L. Rankin; Jana M. Roy

all of the city of Bellevue, state of WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely as any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of July, 2018.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 2nd day of July, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 23, 2021

By: [Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereunto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereunto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surely bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewelyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of September, 2018.

[Signature]

Renee C. Llewelyn, Assistant Secretary

423 of 800
ACKNOWLEDGMENT

State of Washington
County of King

On this 18th day of September, 2018, before me, Deanna M. French, a notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Elizabeth R. Hahn, to be known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same for purposes, considerations and uses therein set forth his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

NOTARY PUBLIC

[Signature]
Commission Expires: 04/01/2022
Notarial Acknowledgement of Execution by Signatory

State of Oregon

County of Polk

On this 27th day of September 2018, before me, Sondra Lee Jameson, notary public in and for the state of Oregon, with principal office in the County of Polk, residing therein, duly commission and sworn, personally appeared, James W. Fowler, known to me to be the person whose name is subscribed to the within instrument as the President of the James W. Fowler Co. and acknowledged to me that he subscribed his own name on the Bidder’s Bond Signature Page for Pala Sewer Force main Project, Eastern Municipal Water District, Specification No. 13135.

IN WITNESS WHEREOF, I have unto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

NOTARY PUBLIC

My Commission Expires June 21, 2020