

SECTION 00 50 00 - AGREEMENT

THIS AGREEMENT is by and between the City of San Mateo (Owner)
and Myers & Sons Construction, LLC (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK

1.1. Contractor shall complete the Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1.1.1 Installation of dewatering system, cake pumping system, sludge cake hopper system, repair of chlorine contact tank piping, and Work Related to Digesters; including, but not limited to, temporary facilities and controls; abandonment, and demolition of existing facilities and necessary appurtenant work to complete the construction as shown in the Contract Documents

2. THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows

2.1.1 Immediate Action Projects Package II

3. ENGINEER

3.1 The Project has been designed by Stantec, HDR, Kennedy/Jenks and TJCAA (Engineer), who is to act as Owner's representative, assume duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents

4. CONTRACT TIMES

4.1 Time of the Essence: Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 Days to Achieve Substantial Completion and Final Payment:

4.2.1 The Work shall be substantially completed within 428 working days from the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 472 working days after the date when the Contract Times commence to run.

4.3 Liquidated Damages:

4.3.1 Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,000 for each day that expires after the time specified herein for any specified Milestones, and \$3,000 for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.

4.3.2 After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$3,000 for each day that expires after the time specified herein for completion and readiness for final payment until the Work is completed and ready for final payment.

5. CONTRACT PRICE

5.1 For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, a lump sum of \$6,340,000.

6. PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance of the Work as provided herein. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.

6.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions:

6.2.1.1 Ninety five percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined

by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

6.2.1.2 Ninety five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.2.2 Contractor may elect to substitute securities of equivalent value in accordance with requirements and procedures of Sections 22300 or 10263 of the California Public Contract Code.

6.3 Final Payment:

6.3.1 Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner will pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

7. INTEREST

7.1 Monies not paid when due as provided in Article 15 of the General Conditions shall bear interest at the legal rate unless otherwise specified according to California law.

8. CONTRACTOR'S REPRESENTATIONS

8.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

8.1.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

8.1.2 Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

8.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

8.1.4 Contractor has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable "technical data."

- 8.1.5 Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and 3) Contractor's safety precautions and programs.
- 8.1.6 Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- 8.1.7 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 8.1.8 Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.1.9 The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

9. CONTRACT DOCUMENTS

9.1 Contents:

9.1.1 The Contract Documents consist of the following:

- 9.1.1.1 This Agreement (pages 1 to 8, inclusive).
- 9.1.1.2 Performance bond (pages 1 to 4, inclusive).
- 9.1.1.3 Payment bond (pages 1 to 4, inclusive).
- 9.1.1.4 General Conditions (pages 1 to 52, inclusive).
- 9.1.1.5 Supplementary Conditions (pages 1 to 46, inclusive).
- 9.1.1.6 Specifications as listed in the table of contents of the Project Manual.

- 9.1.1.7 Drawings consisting of 99 sheets with each sheet bearing the following general title: "Immediate Action Projects Package II".
- 9.1.1.8 Addenda (numbers 1 to 3, inclusive).
- 9.1.2 Exhibits to this Agreement (enumerated as follows):
 - 9.1.2.1 Contractor's Bid (pages 1 to 45, inclusive).
- 9.1.3 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 9.1.3.1 Notice to Proceed (pages 1 to 1, inclusive).
 - 9.1.3.2 Work Change Directives.
 - 9.1.3.3 Change Order(s).
- 9.2 There are no Contract Documents other than those listed above in this Article.
- 9.3 The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.
- 10. MISCELLANEOUS
 - 10.1 Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
 - 10.2 Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
 - 10.3 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
 - 10.4 Assignment of Contract:
 - 10.4.1 No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.5 Contractor's Certifications:

10.5.1 Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

10.5.1.1 "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract execution;

10.5.1.2 "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

10.5.1.3 "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

10.5.1.4 "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

WWTP IMMEDIATE ACTION PROJECTS PACKAGE II
CITY PROJECT NO. 46T009-46000-0553

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

CITY OF SAN MATEO: _____

CONTRACTOR: _____

Myers and Sons Construction, LLC

By: _____

By: _____

Title: _____

Title: Clinton W. Myers,

Vice President

ATTEST:

ATTEST:

Patrice M. Olds, City Clerk

Carrie Franklin

Title: Contracts Manager

APPROVED AS TO FORM:

Address for giving notices:

4600 Northgate Blvd. Ste. 100
Sacramento, CA 95834

Caio Arellano, Assistant City Attorney

License No. 1033752
(Where applicable)

Agent for service or process: _____

Clinton Myers

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

END OF SECTION

WWTP IMMEDIATE ACTION PROJECTS PACKAGE II
CITY PROJECT NO. 46T009-46000-0553

THIS PAGE IS INTENTIONALLY BLANK

RECEIVED

2018 OCT 19 P 1:48

NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

OFFICE OF CITY CLERK
CITY HALL
SAN MATEO, CA

**SECTION 00 30 00 - BID FORM
(STIPULATED PRICE BASIS)**

1. BID RECIPIENT

1.1. This Bid is submitted to:

Owner: City of San Mateo
Address: 330 West 20th Avenue, San Mateo, CA
Project Identification: Immediate Action Projects Package II
Contract No.: City Project No. 46T009

1.2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. BIDDER'S ACKNOWLEDGEMENTS

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. BIDDER'S REPRESENTATIONS

3.1. In submitting this Bid, Bidder represents that:

3.1.1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9/26/18</u>
<u>2</u>	<u>10/1/18</u>
<u>3</u>	<u>10/12/18</u>

(Bidder shall insert number of each Addendum received.)

ADDENDUM NO. 1

Wastewater Treatment Plant Immediate Action Projects – Package II CITY PROJECT NO. 46T009-46000-0553

ACKNOWLEDGEMENT

I have received Addendum No. 1 to the Bidding Documents titled, "Wastewater Treatment Plant Immediate Action Projects – Package II, City Project No. 46T009-46000-0553". I have read and understand the information stated in the addendum.

10/17/18
Date


Bidder's Signature

Clinton W. Myers, Vice President
Bidder's Name (Printed)

Myers & Sons Construction, LLC
Name of Company

RETURN WITH BID DOCUMENTS

ADDENDUM NO. 2

**Wastewater Treatment Plant
Immediate Action Projects – Package II
CITY PROJECT NO. 46T009-46000-0553**

ACKNOWLEDGEMENT

I have received Addendum No. 2 to the Bidding Documents titled, "Wastewater Treatment Plant Immediate Action Projects – Package II, City Project No. 46T009-46000-0553". I have read and understand the information stated in the addendum.

10/17/18
Date


Bidder's Signature

Clinton W. Myers, Vice President
Bidder's Name (Printed)

Myers & Sons Construction, LLC
Name of Company

RETURN WITH BID DOCUMENTS

ADDENDUM NO. 3

Wastewater Treatment Plant
Immediate Action Projects – Package II
CITY PROJECT NO. 46T009-46000-0553

ACKNOWLEDGEMENT

I have received Addendum No. 3 to the Bidding Documents titled, "Wastewater Treatment Plant Immediate Action Projects – Package II, City Project No. 46T009-46000-0553". I have read and understand the information stated in the addendum.

10/17/18
Date


Bidder's Signature

Clinton W. Myers, Vice President
Bidder's Name (Printed)

Myers & Sons Construction, LLC
Name of Company

RETURN WITH BID DOCUMENTS

WWTP IMMEDIATE ACTION PROJECTS PACKAGE II
CITY PROJECT NO. 46T009-46000-0553

- 3.1.2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3.1.3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 3.1.4. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable "technical data,"; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable "technical data."
- 3.1.5. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- 3.1.6. Based on information and observations referred to in paragraph above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- 3.1.7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- 3.1.8. Bidder has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 3.1.9. The Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for the performance of the Work for which this Bid is submitted.

4. BIDDER'S CERTIFICATION

4.1. Bidder certifies:

- 4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- 4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- 4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:
 - 4.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 4.1.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 4.1.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and
 - 4.1.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 4.1.5. Required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax or if Instructions to Bidders state Owner is tax exempt.
- 4.1.6. In accordance with California Public Contract Code 6101 Bidder has not been convicted of violating a state or federal law respecting the employment of undocumented aliens in preceding 5 years.
- 4.1.7. In accordance with California Labor Code 1777.1, neither Bidder nor its Subcontractors have violated the statutes regarding apprentices for 1 year for the first violation and up to 3 years for the second or subsequent violations.

WWTP IMMEDIATE ACTION PROJECTS PACKAGE II
CITY PROJECT NO. 46T009-46000-0553

- 4.1.8. In accordance with California Public Contract Code 10162, neither Bidder nor any employee with a proprietary interest in Bidder, has ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state or local government project because of a violation of law or a safety regulation.
- 4.1.9. In accordance with California Public Contract Code 10232, Bidder has no more than one final, unappealable finding of contempt of court by a federal court in last 2 years because of Bidder's failure to comply with a National Labor Relations Board order.
- 4.1.10. In accordance with California Public Contract Code 10285.1, Bidder has not been convicted of violating state or federal antitrust law within the last 3 years.

5. BASIS OF BIDS

- 5.1. The bid form includes General, Sewer and Roadway categories that constitute the base scope of work in the contract. The bid form also includes a category for Deductive Items, in which the listed items may be revoked from the scope of work in the contract at the Owner's sole discretion, at any time during the course of bidding or construction. If revoked, a Deductive Item shall not be performed by the Contractor, and the Contractor shall have no claim for compensation.
- 5.2. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

Bid Item No.	Bid Item Title	Bid Units	Unit Price	Quantity	Total Price
General					
1.	Mobilization/Demobilization (Not to Exceed 5% of Total Bid)	LS	300,000	1	\$ 300,000
2.	Bonds and Insurance	LS	25,000	1	\$ 25,000
3.	Sheeting, Shoring, and Bracing	LS	5,000	1	\$ 5,000
4.	Dewatering System (Centrifuge, grinder, centrifuge feed pump, polymer feed pump) as defined in Volume 2 and 3 and all related work defined in Volume 1 of the Bidding Documents	LS	1,950,000	1	\$ 1,950,000
5.	Cake Pumping System as defined in Volume 2 and 3 and all related work defined in Volume 1 of the Bidding Documents	LS	2,130,000	1	\$ 2,130,000

WWTP IMMEDIATE ACTION PROJECTS PACKAGE II
CITY PROJECT NO. 46T009-46000-0553

Bid Item No.	Bid Item Title	Bid Units	Unit Price	Quantity	Total Price
6.	Sludge Cake Hopper as defined in Volume 2 and 3 and all related work defined in Volume 1 of the Bidding Documents	LS	1,350,000	1	\$ 1,350,000
7.	Chlorine Contact Tank Pipe Repair as defined in Volume 2 and 3 and all related work defined in Volume 1 of the Bidding Documents	LS	70,000	1	\$ 70,000
8.	Work Related to Digesters (Foam Suppression Sludge Recirculation Pump, Miscellaneous Improvements, Piping, And Related Appurtenances) as defined in Volume 4 and 5 and all related work defined in Volume 1 of the Bidding Documents	LS	500,000	1	\$ 500,000
9.	Allowance for Hazardous Materials Abatement/Disposal	AL	\$10,000	1	\$10,000
Base Bid Total					\$ 6,340,000 ⁰⁰

6. TIME OF COMPLETION

- 6.1. Bidder agrees the Work, and any Milestones specified in Section 01 04 00, Project Coordination, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before the dates, or within the number of working days, indicated in the Agreement.
- 6.2. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

7. ATTACHMENTS TO THIS BID

- 7.1. The following documents are submitted with and made a condition of this Bid:
- 7.1.1. Required Bid security in the form of Bid bond. Specification 00 40 00
- 7.1.2. List of Equipment Manufacturers. Specification 00 43 33
- 7.1.3. List of Proposed Subcontractors and Suppliers. Specification 00 43 40

WWTP IMMEDIATE ACTION PROJECTS PACKAGE II
CITY PROJECT NO. 46T009-46000-0553

7.1.4. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

7.1.5. Drug Free Workplace Form Specification 00 45 80

7.1.6. Contractor's License No.: 1033752

As of 10/25/18. Valid license. Current and active. Class A contractor.

7.1.7. Noncollusion Affidavit. Specification 00 48 00

7.1.8. Nonresident Bidders shall submit bid preference rules applicable in the state where Bidder's principle place of business is located.

8. DEFINED TERMS

8.1. The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

9. BID SUBMITTAL

9.1. This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By (signature): N/A

Doing business as: N/A

A Partnership

Partnership Name: N/A (SEAL)

By: N/A
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): N/A

A Corporation

Corporation Name: Myers & Sons Construction, LLC (SEAL)

State of Incorporation: California

Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: 
(Signature – attach evidence of authority to sign)

Name (typed or printed): Clinton W. Myers, Vice President

WWTP IMMEDIATE ACTION PROJECTS PACKAGE II
CITY PROJECT NO. 46T009-46000-0553

Title: Vice President (CORPORATE SEAL)

Attest: [Signature]
(Signature of Corporate Secretary)

Date of Qualification to do business in California is:
10/12/17

A Joint Venture

Joint Venturer Name: N/A (SEAL)

By: N/A

(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: 4600 Northgate Blvd, Suite 100
Sacramento, CA 95834

Phone No.: (916) 283-9950

E-mail: cwmyers@myers-sons.com

SUBMITTED on October 17, 2018

California Contractor's License No.: 1033752

Contractor's License Class (where applicable): Class A, B

END OF SECTION

WWTP IMMEDIATE ACTION PROJECTS PACKAGE II
CITY PROJECT NO. 46T009-46000-0553

THIS PAGE IS INTENTIONALLY BLANK