

Bidding and Contract Documents for the Weed Airport Taxiway and Apron Reconstruction Project – Phase I

Wednesday, April 26, 2023  
12:00 PM PST

Name: MEYER'S Earthwork Bid Invitation # \_\_\_\_\_ Date: 4-26-23  
Address: \_\_\_\_\_

The following documents are included in the Bid Packet:

- A. Bid Proposal
- B. Certified Copy of Resolution of Board of Directors
- C. Statutory Bid Bond 10% OF TOTAL BID
- D. Certificate of insurability
- E. Non-Collusive Bidding Certification
- F. Bidders Qualification Statement
- G. List of Subcontractors and Suppliers
- H. Certification of Buy American-Construction Projects
- I. Certification Regarding Debarment and Suspension
- J. Certification Regarding Debarment and Suspension Certification of compliance with Buy American Preference Equipment/Buildings
- K. Certification Regarding Domestic Preference for Procurements
- L. Trade Restriction Certification
- M. Certification Regarding Lobbying and Influencing Federal Employees
- N. Certification of Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment
- O. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

PANEL: General Services Director, Joy Hall. General Services Deputy Director, Steve Serdahl. Airport Manager, Angie Stumbaugh. Airport Coordinator, Andy Gilman.

BASE BID SCHEDULE I – TOTAL:	<u>\$ 909,180</u>	<u>944,520</u>
BASE BID SCHEDULE II – TOTAL:	<u>\$ 2,211,180</u>	
BID ALTERNATE I – TOTAL:	<u>\$ 380,645</u>	<u>378,145</u>
BID ALTERNATE II – TOTAL:	<u>\$ 333,875</u>	

COMBINED TOTAL  
3,120,367  
3,120,367

3,867,727

**BID PROPOSAL**  
(Exhibit 1 of the Agreement)

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT – PHASE 1**

**CONTRACT IDENTIFICATION AND NUMBERS: FAA AIG PROJECT NO. 3-06-0274-017-2023  
FAA AIP PROJECT NO. 3-06-0274-018-2023**

**1.01** The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Bid Documents to perform all work as specified or indicated in the Contract Documents for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the Bid Documents.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Notice of Invitation for Bid, including without limitation those dealing with the disposition of Bid Security. The 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.

**3.01** In submitting this bid, Bidder represents, as set forth in the Agreement, that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>April 10th, 2023</u>
<u>#2</u>	<u>April 14th, 2023</u>
<u>#3</u>	<u>April 20th, 2023</u>

B. 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.

C. Bidder 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.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Special Provisions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Special Provisions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site

which may affect cost, progress, or performance of the work or which relate to any aspect of 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 Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any 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 and in accordance with the other terms and conditions of the Bid Documents.
- G. 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 Bid Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bid Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this Bid is submitted.

**4.01** Bidder further represents that 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 agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

**5.01** Bidder will complete the work in accordance with the Contract Documents for the following price(s):

The following estimated quantities are given only as a basis for comparison of proposals and the award of contract. The item cost shall reflect all labor, materials, and equipment necessary to furnish construct and install the item in accordance with these plans, specifications and manufacturer's instruction.

**BID PROPOSAL – TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

Due to budgetary and coordination constraints, it is the intent of Siskiyou County to award the Base Bid Schedules I and II and any Bid Alternates or options as budgetary and coordination constraints allow. The owner reserves the right in its sole and absolute discretion to award or not award the Base Bid or Bid Alternates as denoted elsewhere in these Bid Documents. This decision will be made after opening the bids. The decision to award the Bid Alternates could change the identity of the lowest bidder.

Unit Prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

**BASE BID SCHEDULE I – TOTAL:**

\$ 909,180

(in numbers)

Nine hundred nine thousand

(in words)

one hundred eighty

Dollars and

zero

Cents

**BASE BID SCHEDULE II – TOTAL:**

\$ 2,211,187

(in numbers)

Two million two hundred

(in words)

eleven thousand, one hundred eighty-seven

Dollars and

zero

Cents

**BID ALTERNATE 1 – TOTAL**

380,415

(in numbers)

Three hundred eighty thousand

(in words)

Six hundred forty-five

Dollars and

zero

Cents

**BID ALTERNATE 2 – TOTAL**

\$ 333,875

(in numbers)

Three hundred thirty-three thousand

(in words)

eight hundred seventy-five Dollars and zero Cents

Which are the sum of the prices set forth in the following Bid Schedules – Unit Pricing.

**BASE BID SCHEDULE I**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	C-100-1	Contractor Quality Control Program (CQCP)	LS	1	40,000	40,000
2	C-102-1	Temporary Erosion and Pollution Control	LS	1	40,000	40,000
3	C-105-1	Mobilization (7%)	LS	1	64,000	64,000
4	P-101-1	Pulverize Existing Asphalt Pavement (10 inches Depth)	SY	8,000	11	88,000
5	P-102-1	Airport Safety and Security	MO	1	30,000	30,000
6	P-152-1	Excavation	CY	610	48	29,280
7	P-152-2	Embankment	CY	50	72	3,600
8	P-152-3	Export	CY	560	66	36,960
9	P-152-4	Owner Authorized Over-Excavation (Contingent)	CY	800	42	33,600
10	P-207-1	Recycled Asphalt Aggregate Base Course (7 Inches Thick)	SY	8,000	17	136,000
11	P-403-1	Hot Mix Asphalt (HMA) Pavement Surface Course (3 Inches Thick)	SY	8,000	31	248,000
12	P-620-2	Permanent Non-Reflective Airfield Pavement Markings	SF	650	5	3,250
13	P-620-4	Tie-Down Anchor	EA	15	1200	18,000
14	L-108-1	No. 8 AWG, L-824 Type C Cable, 5kV Rated Airfield Cable	LF	800	18	14,400
15	L-108-2	Wind Cone Feeder	LF	450	27	12,150
16	L-108-3	VASI Feeder	LF	450	27	12,150
17	L-108-4	No. 6 AWG, Solid, Bare Copper Counterpoise Wire	LF	380	7	2,660
18	L-110-4	6-2" Schedule 40 PVC Duct Bank, Direct Buried, Non-Encased	LF	20	144	2,880
19	L-110-5	6-2" Schedule 40 PVC Duct Bank, Concrete Encased	LF	360	186	31,620

20	L-110-6	6-2" Schedule 80 HDPE Duct Bank, Directional Bored (Contingent)	LF	190	227	43,130
21	L-115-1	H-20 Load Rated Concrete Hand Hole	EA	3	6500	19,500

**BASE BID SCHEDULE II**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	C-100-1	Contractor Quality Control Program (CQCP)	LS	1	45,000	45,000
2	C-102-1	Temporary Erosion and Pollution Control	LS	1	40,000	40,000
3	C-105-1	Mobilization (7%)	LS	1	80,000	80,000
4	P-101-1	Pulverize Existing Asphalt Pavement (10 inches Depth)	SY	20,800	9	187,200
5	P-101-2	Mill Existing Asphalt Pavement	SY	185	34	6,290
6	P-101-3	Remove Existing Storm Drain Pipe	LF	400	64	25,600
7	P-101-4	Remove Existing Storm Drain Inlet	EA	1	1,800	1,800
8	P-102-1	Airport Safety and Security	MO	2	20,000	40,000
9	P-151-1	Clearing and Grubbing	AC	6	2,700	16,200
10	P-152-1	Excavation	CY	4,200	38	159,600
11	P-152-2	Embankment	CY	1,700	32	54,400
12	P-152-3	Export	CY	2,500	54	135,000
13	P-152-4	Owner Authorized Over-Excavation (Contingent)	CY	2,050	36	73,800
14	P-152-5	Infield Surface Rock (3-inches Thick)	SY	28,000	4	112,000
15	P-207-1	Recycled Asphalt Aggregate Base Course (7 Inches Thick)	SY	20,100	8	160,800
16	P-403-1	Hot Mix Asphalt (HMA) Pavement Surface Course (3 Inches Thick)	SY	19,750	28	553,000
17	P-620-1	Permanent Reflective Airfield Pavement Markings	SF	2,500	6	15,000
18	P-620-2	Permanent Non-Reflective Airfield Pavement Markings	SF	1,900	5	9,500
19	P-620-3	Remove Existing Pavement Markings	SF	275	7	1,725



20	P-620-4	Tie-Down Anchor	EA	30	1,100	33,000
21	D-701-1	Install 15 Inch Pipe (Reinforced Concrete Class IV)	LF	310	228	70,680
22	D-701-2	Install 18 Inch Pipe (Reinforced Concrete Class IV)	LF	90	268	24,120
23	D-701-3	Install 15 Inch Flared End Section (Precast Concrete) with Riprap	EA	6	3,800	22,800
24	D-701-4	Install 18 Inch Flared End Section (Precast Concrete) with Riprap	EA	3	4,100	12,300
25	L-100-1	Airfield Electrical Demolition	LS	1	9,800	9,800
26	L-100-2	Airfield Lighting Vault Modifications	LS	1	8,000	8,000
27	L-108-1	No. 8 AWG, L-824 Type C Cable, 5kV Rated Airfield Cable	LF	800	15	12,000
28	L-108-2	Wind Cone Feeder	LF	1,450	27	39,150
29	L-108-3	VASI Feeder	LF	1,700	27	45,900
30	L-108-4	No. 6 AWG, Solid, Bare Copper Counterpoise Wire	LF	3,290	5	16,450
31	L-110-1	1-2" Schedule 40 PVC Conduit, Direct Buried, Non-Encased	LF	3,000	36	108,000
32	L-110-3	4-2" Schedule 40 PVC Duct Bank, Concrete Encased	LF	220	96	21,120
33	L-110-5	6-2" Schedule 40 PVC Duct Bank, Concrete Encased	LF	70	148	10,360
34	L-115-1	H-20 Load Rated Concrete Hand Hole	EA	8	6,500	52,000
35	L-115-2	L-867B Base Can with Steel Lid	EA	2	976	1,952
36	L-125-1	L-861 Elevated Runway Edge Light Installed on L-867 Base Can including Isolation Transformer, stem, plate, mounting hardware and splice kit	EA	1	1,280	1,280
37	L-125-2	L-853 Retro-reflective Marker, Stake Mounted	EA	43	120	5,160

**BID ALTERNATE 1**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	C-100-1	Contractor Quality Control Program (CQCP)	LS	1	22,500	22,500
2	C-102-1	Temporary Erosion and Pollution Control	LS	1	12,000	12,000
3	P-101-1	Pulverize Existing Asphalt Pavement (10 inches Depth)	SY	4,500	8	36,000
4	P-151-1	Clearing and Grubbing	AC	1	2,1700	2,1700
5	P-152-1	Excavation	CY	100	38	3,800
6	P-152-2	Embankment	CY	200	44	8,800
7	P-152-4	Owner Authorized Over-Excavation (Contingent)	CY	500	34	17,000
8	P-152-5	Infield Surface Rock (3-inches Thick)	SY	1,200	4	4,800
9	P-207-1	Recycled Asphalt Aggregate Base Course (7 Inches Thick)	SY	4,650	8	37,200
10	P-403-1	Hot Mix Asphalt (HMA) Pavement Surface Course (3 Inches Thick)	SY	4,500	28	126,000
11	P-620-1	Permanent Reflective Airfield Pavement Markings	SF	1,650	5	8,250
12	P-620-2	Permanent Non-Reflective Airfield Pavement Markings	SF	800	5	4,000
13	P-620-3	Remove Existing Pavement Markings	SF	410	6	2,460
14	P-620-4	Tie-Down Anchor	EA	3	1,100	3,300
15	L-100-1	Airfield Electrical Demolition	LS	1	8,000	8,000
16	L-108-1	No. 8 AWG, L-824 Type C Cable, 5kV Rated Airfield Cable	LF	210	15	3,150
17	L-108-4	No. 6 AWG, Solid, Bare Copper Counterpoise Wire	LF	705	5	3,525
18	L-110-1	1-2" Schedule 40 PVC Conduit, Direct Buried, Non-Encased	LF	400	36	14,400
19	L-110-2	2-2" Schedule 40 PVC Duct Bank, Direct Buried, Non-Encased	LF	105	56	5,880

20	L-110-3	4-2" Schedule 40 PVC Duct Bank, Concrete Encased	LF	200	92	18,400
21	L-115-1	H-20 Load Rated Concrete Hand Hole	EA	5	6,500	32,500
22	L-125-2	L-853 Retro-reflective Marker, Stake Mounted	EA	29	120	3,480

**BID ALTERNATE 2**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	C-100-1	Contractor Quality Control Program (CQCP)	LS	1	25,000	25,000
2	C-102-1	Temporary Erosion and Pollution Control	LS	1	20,000	20,000
3	P-101-1	Pulverize Existing Asphalt Pavement (10 inches Depth)	SY	3,750	8	30,000
4	P-101-3	Remove Existing Storm Drain Pipe	LF	120	45	5,400
5	P-151-1	Clearing and Grubbing	AC	1.25	2,700	3,375
6	P-152-1	Excavation	CY	250	38	9,500
7	P-152-2	Embankment	CY	100	32	3,200
8	P-152-3	Export	CY	150	52	7,800
9	P-152-4	Owner Authorized Over-Excavation (Contingent)	CY	350	36	12,600
10	P-152-5	Infield Surface Rock (3-inches Thick)	SY	4,100	4	16,400
11	P-207-1	Recycled Asphalt Aggregate Base Course (7 Inches Thick)	SY	3,150	8	25,200
12	P-403-1	Hot Mix Asphalt (HMA) Pavement Surface Course (3 Inches Thick)	SY	2,900	28	81,200
13	P-620-1	Permanent Reflective Airfield Pavement Markings	SF	370	5	1,850
14	P-620-2	Permanent Non-Reflective Airfield Pavement Markings	SF	1,300	5	6,500
15	P-620-3	Remove Existing Pavement Markings	SF	275	<del>2</del> 6	1,650
16	D-701-1	Install 15 Inch Pipe (Reinforced Concrete Class IV)	LF	85	<del>32228</del>	19,380
17	D-701-3	Install 15 Inch Flared End Section (Precast Concrete) with Riprap	EA	2	<del>3,800</del>	7,600
18	L-100-1	Airfield Electrical Demolition	LS	1	<del>5,000</del>	5,000
19	L-108-1	No. 8 AWG, L-824 Type C Cable, 5kV Rated Airfield Cable	LF	200	17	3,400

20	L-108-4	No. 6 AWG, Solid, Bare Copper Counterpoise Wire	LF	360	5	1,800
21	L-110-1	1-2" Schedule 40 PVC Conduit, Direct Buried, Non-Encased	LF	200	44	8,800
22	L-110-3	4-2" Schedule 40 PVC Conduit, Concrete Encased	LF	160	94	15,040
23	L-115-1	H-20 Load Rated Concrete Hand Hole	EA	3	6,500	19,500
24	L-125-1	L-861 Elevated Runway Edge Light Installed on L-867 Base Can including Isolation Transformer, stem, plate, mounting hardware and splice kit	EA	1	1,280	1,280
25	L-125-2	L-853 Retro-reflective Marker, Stake Mounted	EA	20	120	2,400

**6.01** Bidder agrees that the work will be substantially completed in accordance with Paragraph 50-15 of the General Provisions and ready for final payment in accordance with paragraph 90-09 of the General Provisions on or before the dates indicated in the agreement.

**6.02** Bidder accepts the provisions of the agreement as to liquidated damages in the event of failure to complete the work within the times specified above, which shall be stated in the agreement.

**7.01** The following documents are attached to and made a condition of this bid. Please submit all pages of the documents listed below:

- a. Bid Proposal
- b. Certified Copy of Resolution of Board of Directors
- c. Statutory Bid Bond
- d. Certificate of Insurability
- e. Non-Collusive Bidding Certification
- f. Bidders Qualification Statement
- g. List of Subcontractors and Suppliers
- h. Certification of Buy American – Construction Projects
- i. Certification of Buy American – Equipment/Building Projects
- j. Certification Regarding Debarment and Suspension
- k. Certification Regarding Domestic Preference for Procurements
- l. Trade Restriction Certification
- m. Certification Regarding Lobbying and Influencing Federal Employees
- n. Certification of Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment
- o. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

**8.01** The terms used in this bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Special Provisions.

SUBMITTED on April 26th, 2023.

Contractor License No. 651091.

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: **Meyers Earthwork, Inc.** \_\_\_\_\_ (SEAL)

State of Incorporation: **CA** \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): **General Business** \_\_\_\_\_

By:  \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): **Trevor Meyers** \_\_\_\_\_

Title: **Officer** \_\_\_\_\_

Attest  \_\_\_\_\_ (CORPORATE SEAL)  
*(Signature of Corporate Secretary)*

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

Attest \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business address: 4150 Fig Tree Lane, Redding, CA, 96002

Phone No.: 530-365-8858 FAX No.: 530-365-3941

Date of Qualification to do business is July 29th, 1992

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

**(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.)**



**CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023**

**FAA AIP PROJECT NO. 3-06-0274-018-2023**

(Name of Corporation)

RESOLVED that Trevor Meyers, Officer  
(Person Authorized to Sign) (Title)

Of Meyers Earthwork, Inc. be authorized to sign and submit the Bid

Of Meyers Earthwork, Inc.  
(Name of Corporation)

Proposal of this corporation for the following project:

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

The foregoing is a true and correct copy of the resolution adopted by Meyers Earthwork at the meeting of its Board of Directors held on the 25<sup>th</sup> day of January 2023.

By: Charlene Meyers

Title: Charlene Meyers

(SEAL)

STATUTORY BID BOND

WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA  
TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

FAA AIG PROJECT NO. 3-06-0274-017-2023  
FAA AIP PROJECT NO. 3-06-0274-018-2023

(Penalty of this bond must not be less than 10%  
of the bid amount)

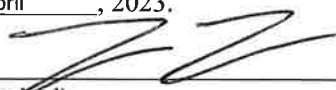
KNOW ALL MEN BY THESE PRESENTS:


That Meyers Earthwork, Inc., (hereinafter "Principal"), as Principal, and  
Everest Reinsurance Company  
a corporation duly organized under the laws of the State of Delaware, with its principal offices in  
the City of Warren, New Jersey, (hereinafter "Surety"), as Surety, are held  
and firmly bound unto the County of Siskiyou, (hereinafter "Obligee") in the amount of  
Ten percent of the total amount bid----- (Dollars) (\$ 10%-----), for the payment whereof, the  
said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for the Weed Airport.

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall  
enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and  
certificates of insurance as specified in the standard specifications with good and sufficient surety for the  
faithful performance of the contract and for the prompt payment of labor and materials furnished in the  
prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give  
the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the  
penalty of the bond between the amount specified in the proposal and such larger amount for which the  
Obligee may in good faith contract with another party to perform the work covered by the proposal then  
this obligation is void.

Signed and Sealed this 20th day of April, 2023.

  
\_\_\_\_\_  
(Principal) SEAL

By:   
\_\_\_\_\_  
(Title)  
SURETY SEAL  
Elizabeth Coljodi, Attorney-in-Fact  
\_\_\_\_\_  
(Title)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

**ACKNOWLEDGMENT**

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

State of California  
County of Butte

On April 20, 2023 before me, Kevin Scofield, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Elizabeth Collodi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Sharon Smith, and Kevin Scofield

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Nicole Chase

Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

Anthony Romano

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 20th day of April 2023.

**CERTIFICATE OF INSURABILITY**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**


**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023**

**FAA AIP PROJECT NO. 3-06-0274-018-2023**

I hereby certify that as a Bidder for this project, I am fully aware of the Insurance Requirements for the Contractor and that by submitting this bid proposal, assure the Owner that I am able to produce the required minimum insurance coverage should I be selected to be the successful bidder.

Should I be selected to be the successful bidder and then become unable to produce the insurance coverage prior to the award of the project, I understand that my bid will be rejected and that I will forfeit by bid bond.

  
\_\_\_\_\_  
COUNTERSIGNED BY (Insurance Representative)

Date: 4-25-2023

  
\_\_\_\_\_  
(Signature)

Date: 04-25-23

Meyers Earthwork, Inc.  
(Firm's Name)

P.O. Box 493730, Redding, CA 96049



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2022

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

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

<b>PRODUCER</b> Siskiyou Insurance Services P. O. Box 491600 857 Mistletoe Lane Redding CA 96049	<b>CONTACT NAME:</b> KATHY MCINTOSH <b>PHONE (A/C, No, Ext):</b> (530) 224-2345 <b>FAX (A/C, No):</b> (530) 224-2346 <b>E-MAIL ADDRESS:</b> kmcintosh@siskiyouinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Meyers Earthwork, Inc. Jacob C. Meyers P.O. Box 493730 Redding CA 96049373	<b>INSURER A:</b> TRAVELERS INDEMNITY COMPANY      NAIC # 25682	
	<b>INSURER B:</b> TRAVELERS PROPERTY & CASUALTY COMPANY      25674	
	<b>INSURER C:</b> ADMIRAL INSURANCE COMPANY      24856	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:** CL1910701165      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CO-2P973362-TCT-22	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-1P314101-22-26-G	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			CUP-0K029973-22-26	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		AGGREGATE \$				
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-6J411158-22-26-G	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
C	POLLUTION LIABILITY			FEI-ECC-19586-08	05/25/2022	05/25/2023	LIMIT: \$5,000,000 DEDUCTIBLE: \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**      **CANCELLATION**

INSURED'S COPY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NONCOLLUSIVE BIDDING CERTIFICATION

WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

FAA AIG PROJECT NO. 3-06-0274-017-2023  
FAA AIP PROJECT NO. 3-06-0274-018-2023


STATE OF \_\_\_\_\_ ) 04-25-23  
 )  
COUNTY OF \_\_\_\_\_ )

I, Trevor Meyers of the City of Redding, in the  
County of Shasta and the State of California, of full age,  
being duly sworn according to the law on my oath depose and says that:

I am Trevor Meyers a Officer  
(Name) (Title, Position, Etc.)

of the firm of Meyers Earthwork, Inc.,  
the Bidder making the bid for the proposed project as described in this set of contract documents, and that  
I executed the said Bid with full authority so to do; that said Bidder as not, directly or indirectly entered  
into any agreement, participated in any collusion, or otherwise taken any action in restraint of free,  
competitive bidding in connection with the above named Project; and that all statements contained in said  
Bid and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the  
truth of the statements contained in said Bid and in the statements contained in this affidavit is awarding  
the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure  
such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent  
fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

  
\_\_\_\_\_  
Signature of Bidder  
Trevor Meyers  
\_\_\_\_\_  
Printed or Typed Name of Bidder

SEAL (if corporation)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in the County of \_\_\_\_\_, State  
of California.

**See attachment**  
(Notary Public)

# Attachment

## ACKNOWLEDGMENT

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

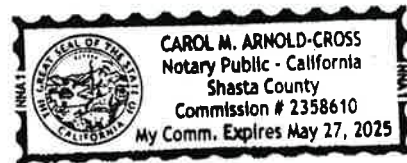
State of California  
County of Shasta

On April 25, 2023 before me, Carol M. Arnold-Cross, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Carol M. Arnold-Cross (Seal)



**BIDDERS QUALIFICATION STATEMENTS**

**(Completion of This Statement is Required for Advance of  
Consideration for Award of Contract)**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023  
FAA AIP PROJECT NO. 3-06-0274-018-2023**

SUBMITTED BY:

Name: Meyers Earthwork, Inc.  
(Print or Type Name of Bidder)

(A Corporation/A Partnership/An Individual/A Joint Venture)  
([Bidder to strike out non-applicable terms])

Address: 4150 Fig Tree Ln. Redding, CA, 96002-Physical  
PO Box 493730 Redding, CA, 96049

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach Separate Sheets as Required)

1.0 How many years has your organization been in business as a Contractor? 32

2.0 How many years has your organization been in business under its present name? 27  
Meyers Earthwork in 1992. Meyers Earthwork, Inc. in 1996

3.0 If a corporation, answer the following:  
3.1 Date of incorporation July 29th, 1992  
3.2 State of incorporation: California  
3.3 President's name: Jacob Meyers  
3.4 Vice president's name(s): Trevor Meyers, Officer  
3.5 Secretary's or Clerk's name: Charlene Meyers  
3.6 Treasurer's name: Charlene Meyers

4.0 If individual or partnership, answer the following:  
4.1 Date of organization: \_\_\_\_\_  
4.2 Name and address of all partners. (State whether general or limited partnership):  
\_\_\_\_\_  
\_\_\_\_\_

5.0 If other than corporation or partnership, describe organization and name principals:

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6.0 Do you plan to subcontract any part of this project? Yes. If so, give details (i.e. names, addresses and dollar value of each proposed subcontract and mention DBE goals)

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7.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. No

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8.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. No

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9.0 List name of project, owner, architect or engineer, contract amount, percent complete and schedule completion of the major construction projects your organization has in process on this date.

USACE Fire Retardant Pit and Taxiways- U.S. Army Corps of Engineers \$4,819,532.88-50%  
Fall Creek Fish Hatchery- McMillen Jacobs \$4,246,032.005 -50%  
Lake Oroville Access Roads-Department of Water Resources \$3,648,120-95%

10.0 List name of project, owner, architect or engineer, contract amount, date of completion and percent of work completed with your own forces of the major projects of the same general nature as this project that your organization has completed in the past five years. See attached past performance. Highlighted items

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11.0 List name, address and telephone number of a reference for each project listed under Items 9.0 and 10.0, above.

USACE Fire Retardant Pit and Taxiways-6751 Woodrum Circle Redding, CA, 96002 916-761-0589  
Fall Creek Fish Hatchery-19631 Copco Rd. Hornbrook, CA, 96044 360-693-7474  
1001 Brad Freeman Trail Oroville, CA. 95965 661-633-4936

12.0 List name and construction experience of the principal individuals of your organization. Joel Lindblom- 10 years experience paving/grading, Multiple airport PM projects

Mason Meadows- Worked for Meyers for 15 years on multiple airport projects as foreman  
Woody Wilson-Worked for Meyers for 18 years on multiple airport projects as foreman/ superintendent

13.0 List the states and categories of construction in which your organization is legally qualified to do business.

California-A, HAZ, Demolition

Oregon- General Engineering License

14.0 List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:

14.1 A surety John Hopkins, InterWest Insurance Services, LLC 1357 E Lassen Ave Chico, CA 95973 (530) 897-3156

14.2 A bank: Al Felsenthal, Umpqua Bank 1951 Churn Creek Road Redding, CA 96002 (530)224-7315

14.3 A major potential supplier: \_\_\_\_\_

15.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates Bidder's assets, liabilities and net worth.

15.1 Date of financial statement \_\_\_\_\_

15.2 Name of firm preparing statement: \_\_\_\_\_

16.0 Attach a list of all proposed electrical equipment, including the name of equipment and manufacturer, model number and estimated time for delivery to the project site. \_\_\_\_\_

Flight Light-L-867, L-853, L-861- Four to Eight Weeks after approval

CED-Wire

17.0 Dated at Redding, CA

This 26th day of April, 2023.

(Print or Type Name of Bidder)

By Trevor Meyers

Officer

Title

(Seal, if corporation)

**LIST OF SUBCONTRACTORS AND SUPPLIERS**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**


**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023  
FAA AIP PROJECT NO. 3-06-0274-018-2023**

Subcontractors and Suppliers	Address, Contact, Phone No.	Services to be Provided	DBE (Yes / No)	If DBE, % of Bid
SPM	19652 N. Hirsch Anderson, CA	Striping	No	
First Vanguard	1229 Western St. 200 Fairfield, CA, 94533 707-330-8635	Material Supplier	Yes	1%
Pittman Trucking	17380 Auction Yd. Rd. Cottonwood, CA 96022 707-496-2586	Transport, Trucking	Yes	1%
Driskell Trucking	2727 Oak Valley Dr Yreka CA	Water Truck	Yes	1%

**TOTAL DBE PERCENTAGE** 3%

I hereby certify by signing below that the foregoing Subcontractors and Suppliers shall be contracted to work on the trades identified above or supply material and/or equipment for this project. The information shown is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

  
\_\_\_\_\_  
**Signature**  
  
Officer  
\_\_\_\_\_  
**Title**

4/26/23  
\_\_\_\_\_  
**Date**  
  
Meyers Earthwork, Inc.  
\_\_\_\_\_  
**Firm**

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PREFERENCE -  
CONSTRUCTION**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023  
FAA AIP PROJECT NO. 3-06-0274-018-2023**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

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<sup>1</sup> Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - b) To faithfully comply with providing U.S. domestic products.
  - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:


- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code..

4/25/2023  
Date

  
Signature

Meyers Earthwork Inc.  
Company Name

Trevor Meyers / Officer  
Full Name and Title

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PREFERENCE –  
EQUIPMENT/BUILDING**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023  
FAA AIP PROJECT NO. 3-06-0274-018-2023**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>2</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

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<sup>2</sup> Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.



As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
  - b) To faithfully comply with providing U.S. domestic product.
  - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

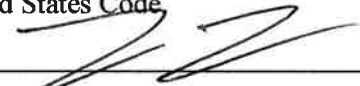
- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code

4/25/2023  
 \_\_\_\_\_  
 Date  
Meyers Earthwork Inc.  
 \_\_\_\_\_  
 Company Name

  
 \_\_\_\_\_  
 Signature  
Trevor Meyers / Officer  
 \_\_\_\_\_  
 Full Name and Title

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023  
FAA AIP PROJECT NO. 3-06-0274-018-2023**

**CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

4/25/2023  
Date

Meyers Earthwork Inc.  
Company Name

  
Signature

Trevor Meyers/ Officer  
Full Name and Title

**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023**

**FAA AIP PROJECT NO. 3-06-0274-018-2023**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

4/25/2023  
Date

  
Signature

Meyers Earthwork Inc.  
Company Name

Trevor Meyers / Officer  
Full Name and Title

**TRADE RESTRICTION CERTIFICATION**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023**

**FAA AIP PROJECT NO. 3-06-0274-018-2023**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely

on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

4/25/2023  
Date

Meyers Earthwork Inc.  
Company Name

  
Signature

Trevor Meyers / Officer  
Full Name and Title

**CERTIFICATION REGARDING LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023  
FAA AIP PROJECT NO. 3-06-0274-018-2023**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4/25/2023  
Date

Meyers Earthwork Inc.  
Company Name

  
Signature

Trevor Meyers / Officer  
Full Name and Title

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE  
SERVICES OR EQUIPMENT**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023**

**FAA AIP PROJECT NO. 3-06-0274-018-2023**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

4/25/2023  
Date  
Meyers Earthwork Inc.  
Company Name

  
Signature  
Trevor Meyers / Officer  
Full Name and Title



**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY  
CONVICTIONS**

**WEED AIRPORT  
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023  
FAA AIP PROJECT NO. 3-06-0274-018-2023**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1.) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2.) The applicant represents that it is (  ) is not (  ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4/25/2023  
Date

Meyers Earthwork Inc.  
Company Name

  
Signature

Trevor Meyers / Officer  
Full Name and Title



**Meyers Earthwork, Inc.**  
P.O. Box 493730  
Redding, CA 96049  
530-365-8858/Fax 530-365-3941

Name & Location	Owner	Type of Work	Design Engineer	Job Dates	Contract Price	Reference/Contact
USACE Fire Retardant Pit and Taxiways Redding, CA	USACE	Apron Reconstruction	USACE	12/1/2022 to 8/1/2023	\$4,819,532	Brian Gough-Ahtna (Prime) 916-761-0589
Bonnyview Bridge Rockwads Redding, CA	Reclamation District 108 SAVER	Salmon Habitat	Northwest Hydraulic Consultants	1/10/2023 to 3/2/2023	\$485,000	Jeff Souza-Tehama Environmental 530-604-8214
Saxon Creek Aquatic Organism Passage Project South Lake Tahoe, CA	Nevada Tahoe Conservation District	Channel Reconstruction Fish Habitat	Nevada Tahoe Conservation District	9/1/2022 to 12/3/2022	\$657,435	Meghan Kelly
South Fork Battle Creek Sediment Reduction Manton, CA	Resource Conservation District	Road Decommissioning	Resource Conservation District	8/1/2022 to 10/22/2022	\$319,000	Rob Rianda 530-727-1294
Camp Richardson South Lake Tahoe, CA	US Forest Service	Paving/Grading	US Forest Service	7/22/2022 to 9/22/2022	\$598,550.00	Michael Alexander US Forest Service 530-721-2526
Mahogany and Snow Creek Improvement Project Summit Lake, NV	Summit Lake Paiute Tribe	Fish Passage/ Habitat	Wildscape Engineering	11/22/2023	\$95,000.00	Carol Beahan Wildscape Engineering 415-517-1375
Caltrans 02-4F5204 Sis-5 Clear Recovery Project	Caltrans	Road Reconstruction, Drainage Improvements and Shoulder Widening	Caltrans	11/18/2021 to Present	\$3,527,238.00	Nicole Mallory Caltrans Resident Engineer 530-605-5871
Lakeside Access Road Oroville, CA	Department of Water Resources	New Road Construction and Improvement of Existing Facilities	Department of Water Resources	8/31/2021 to 4/18/2022	\$3,626,520.00	Alyssa Stutz DWR Senior Water Resources Engineer 661-633-4936
Fibreboard Road Sierraville, CA	Federal Highway Administration	Road Reconstruction	Federal Highway Administration	7/22/2021 to 10/22/2021	\$2,731,533.00	Craig Glazier HDR Project Engineer 970-903-7195
South Lake Tahoe Airport	City of South Lake	Apron Reconstruction	JVIATION	5/4/2021		Mark Gibbs

General Aviation Apron Reconstruction Phase 6 South Lake Tahoe, CA	Tahoe			to 7/2/2021	\$2,745,680.00	City of South Lake Tahoe Airport Manager 530-208-8074
South Lake Tahoe Airport General Aviation Apron Reconstruction Phase 5 South Lake Tahoe, CA	City of South Lake Tahoe	Apron Reconstruction	JVIATION	5/4/2021 to 7/2/2021	\$1,369,930.00	Mark Gibbs City of South Lake Tahoe Airport Manager 530-208-8074
Upper Truckee Marsh South Lake Tahoe, CA	Department of General Services	Upper Truckee River & Marsh Restoration	Northwest Hydraulic Consultants	6/27/2020 to Present	\$8,576,000.00	John Brackeen Department of General Services 916-300-3049
West Central Landfill Igo, CA	County of Shasta	Landfill Cap Gas Well Improvements Drainage Imp.	County of Shasta	6/27/2020 to 12/5/2020	\$4,396,280.00	Moises Lozano Shasta County 530-354-5067
Truckee Tahoe Airport Facilities Improvements Truckee, CA	Truckee Tahoe Airport	Medical Services Apron Reconstruction Blast Pad Reconstruction	Brandley Eng'g 6125 King Rd., #201 Loomis, CA	5/2/2020 to 7/11/2020	\$1,027,990.00	Kevin Smith Truckee Tahoe Airport 530-587-4119
Shasta River Bridge Replacement Siskiyou County	Dept. of Transportation	Bridge Replacement	Caltrans	4/1/2019 to 5/1/2021	\$3,365,311.00	Mark Loader CalTrans #02-4E4804
Deer Creek Dam Fish Passage Vina, CA	Deer Creek Irrigation Dist.	Fish Passage Improvements	Northwest Hydraulic Consultants	8/12/2019 to 1/30/2020	\$2,247,290.00	Brent Wolfe 916-371-7400 x1118

Truckee Tahoe Airport Taxiway R Truckee, CA	Truckee Tahoe Airport	Taxiway R Reconstruction	Brandley Eng'g 6125 King Rd., #201 Loomis, CA	7/22/2019 to 11/1/2019	\$1,911,904.00	Kevin Smith Truckee Tahoe Airport 530-587-4119
Modoc County Road Realignment Cedarville, CA	Dept. of Transportation	Road Construction	CalTrans	5/1/2019 to 9/1/2019	\$3,264,009.00	Mike Zdenek CalTrans #02-1H3304 530-229-0559
Towne Pass Curve Correction State Highway 190 Inyo County, CA	Dept. of Transportation	Curve Realignment	CalTrans	2/19/2019 to 6/15/2019	\$1,976,688.00	Rick Moberly 760-937-3219
Klamathon Yreka, CA	Dept. of Transportation	Fire Restoration	CalTrans	8/20/2018 to 6/15/2019	\$1,300,000.00	John Hinton 530-604-4847
Tahoe City Heliport Tahoe City, CA	Truckee Tahoe Airport	Helipad Construction/Paving	Brandley Eng'g 6125 King Rd., #201 Loomis, CA	8/28/2017 to 11/29/2017	\$495,455.00	Kevin Smith Truckee Tahoe Airport 530-587-4119
PG&E Burney Compressor Station 37667 Highway 299 Burney, CA	Pacific Gas & Electric	Utilities, footings & grading	N/A	10/15/2016 to 6/23/2018	\$3,118,699.19	Larry Nulliner JH Kelly 360-423-5510
Tehama County Landfill 2000 Plymire Road Red Bluff, CA	Tehama County Solid Waste Mgmt Agency	3' dirt cap on existing cap	N/A	4/1/2017 to 7/15/2018	\$3,045,980.42	Rachel Ross Tehama County Solid Waste Mgmt Agency 530-528-1103
Gansner Field Quincy Airport 270 Spanish Creek Rd. Quincy, CA	Plumas County Dept. of Facility Servs	Reconstruct runway 7-25 and cross taxiways	6125 King Rd., #201 Loomis, CA	9/1/2017 to 1/6/2018	\$1,364,390.00	Dony Sawchuk Plumas County 530-223-9322
Sierra Army Depot Herlong, CA	U.S. Army Corp of Engineers	Removal and replacement of existing AC & aggregate	U.S. Army Corp of Engineers 1325 J St. Sacramento, CA 95814	8/1/2017 to 11/15/2017	\$3,303,639.70	Brian Zarr S.T. Rhoades Const. 530-223-9322
Tahoe Truckee Airport 10356 Truckee Airport Rd. Truckee, CA	Tahoe Truckee Airport	Reconstruct hangar taxilanes West G & GH	Brandley Eng'g 6125 King Rd., #201 Loomis, CA	5/15/2015 to 9/1/2016	\$781,441.20	Kevin Smith Truckee Tahoe Airport 530-587-4119
Lake Tahoe Airport 1901 Airport Road So. Lake Tahoe, CA	City of Lake Tahoe	General aviation apron reconstruction	Brandley Eng'g 6125 King Rd., #201 Loomis, CA	7/1/2016 to 10/1/2016	\$1,537,484.74	Jim Marino Lake Tahoe Airport 530-542-6034
Caltrans #03-1F2604 near Sierraville from .08 mile North Sierraville, CA	Dept. of Transportation	Precast reinforced concrete culvert	N/A	5/1/2016 to 10/1/2016	\$1,773,973.89	Tim Crosby Caltrans #03-1F2604 530-320-6460

Cummings Road Landfill 5775 Cummings Road Eureka, CA 95501	Humboldt Waste Management Authority	LLDPE cap drainage improvements grading	Lawrence & Associates	6/15/2015 to 10/17/2015	\$2,863,972.42	Jill Duffy Humboldt Wast Mgmt. 707-268-8680
Caltrans #02-1H960 Smart Controllers-ELB Siskiyou, Shasta & Tehama Counties Various locations along Interstate 5	Dept. of Transportation	Installation of smart controllers plumbing and electrical	N/A	9/21/2015 to 4/1/2016	\$464,000.00	Nicole Mallory 530-605-5871 nicole.mallory@dot.ca.gov
Caltrans #02-0H0504 Shasta Lake Recycled Water-ELB I-5 at Shasta Dam Blvd. to Pine Grove Redding, CA	Dept. of Transportation	Installation of 6000 lf of 3" water supply line	N/A	6/1/2014 to 9/10/2014	\$700,000.00	Mandhir Grewal, RE 530-229-0542 mandhir.grewal@dot.ca.gov
Caltrans #02-0H1204 Red Bluff Recycled Water-ELB I-5 at Diamond Ave. to Antelope Blvd. Red Bluff, CA	Dept. of Transportation	Installation of 7500 lf of 6" water supply line	N/A	7/14/2014 to 10/1/2014	\$1,204,096.29	Henry Benner, RE 530-527-8352 henry.benner@dot.ca.gov
Gray Lodge Wildlife Water Supply Project Biggs West Gridley Water Dist. Biggs, CA	Biggs West Gridley Water District	Canal Reconstruction	Provost & Pritchard	1/2/2014 to 5/24/2014	\$5,749,570.00	Luke Smith Bureau of Reclamation 530-251-3948
Chester Wastewater Treatment Plant Chester Public Utility District Chester, CA	Chester Public Utility District	Plant Improvements	N/A	9/30/2013 to 10/30/2013	\$202,800.00	Ed Anderson Chester Public Utility Dist. 530-258-2171
Delta Cross Channel Vegetation Removal Bureau of Reclamation Walnut Grove, CA	Bureau of Reclamation	Vegetation Removal	N/A	11/25/2013 to 12/28/2013	\$170,554.00	Brian Gough AHTNA 916-372-2000 X1018
Salt Creek Emergency Fire Work CalTrans Hwy 5 and Gilman Rd. Redding, CA	Dept. of Transportation	Emergency Fire Repairs	CalTrans	9/24/2012 to 2/16/2013	\$1,458,530.03	Mike Zdenek CalTrans #02-4F7504 530-229-0559
Red Bluff Diversion Dam. Phase III Fish Passage Improvement Terrestrial Mitigation Project Red Bluff, CA	Bureau of Reclamation	Mitigation Work	Newfields Bureau of Reclamation	6/4/2012 to 10/30/2012	\$2,500,000.00	Jeff Souza Tehama Environmental Solutions, Inc. 530-528-8272
Still Water Business Park Phase 1B Redding, CA	City of Redding	Sitework	City of Redding	7/18/2011 to 6/30/2012	\$1,432,424.00	Rob Moseman Shasta Constructors, Inc. 530-365-3930
Spring Creek Phase 3 CDF Closure and SCDD Sediment Removal Shasta County, CA	Bureau of Reclamation	Cap Closure	CH2M Hill Bureau of Reclamation	6/27/2011 to 10/30/2011	\$1,438,647.00	Brian Gough AHTNA 916-372-2000 X1018
Covelo Wastewater Treatment Plant Plant Improvements	Covelo Community	Plant Improvements	SHN Engineering	4/19/2010 to	\$2,259,137.00	John Franklin Covelo Community

USDA#04-023-942155597 Covelo, CA 95428	Services District			10/30/2011		Services District 707-459-4518
Guardrail Installation Project at various locations Placer County, CA	Dept. of Transportation	Guardrail Installation	CalTrans	6/30/2010 to 9/30/2010	\$408,220.00	Contract # 03-0F7704
Red Bluff Diversion Dam Fish Screen & Pumping Plant Red Bluff, CA	Bureau of Reclamation	Excavation	CH2M Hill	4/2/2010 to 2/12/2011	\$2,846,635.05	West Bay Builders 415-456-8972
Red Bluff Diversion Dam Phase II Fish Screen & Pumping Plant Red Bluff, CA	Bureau of Reclamation	Excavation	CH2M Hill	9/30/2010 to 11/26/2012	\$4,593,662.00	Tom Toevs Balfour Beatty 209-649-5822
Fire Damage Repairs Hwy 70 Butte County Chico, CA	Dept. of Transportation	Emergency Fire Repairs	CalTrans	10/1/2008 to 3/30/2009	\$476,144.00	Jim Rogers 530-895-5245 Contract #03-4E4504
Fire Damage Repairs Hwy 70 Butte County Chico, CA	Dept. of Transportation	Emergency Fire Repairs	CalTrans	10/6/2008 to 6/30/2009	\$237,729.00	Jim Rogers 530-895-5245 Contract#03-4E1804
Spring Creek Reservoir Environmental Remediation Shasta County, CA	Bureau of Reclamation	Road Construction	CH2M Hill	9/29/2008 to 1/28/2009	\$731,674.00	John Spitzley 530-229-3361
Stillwater Business Park Site Work for New Industrial Park Redding, CA	City of Redding	Site Work	City of Redding	7/14/2008 to 9/30/2009	\$1,087,140.00	J.F. Shea 530-246-4292
Anderson Landfill Construct New Cells (4C) Cell Closure Construct Access Roads	Waste Management	Cell Construction	Geo Syntec	5/26/2008 to 3/13/2009	\$5,136,699.00	Waste Management
Anderson Landfill Construct New Entrance and Customer Drop Off Facility	Anderson Landfill	Stormwater Repairs	N/A	3/3/2008 to 6/30/2008	\$291,481.00	Sharon Anderson Landfill 530-347-5236
Emergency Slide Repair Work Hwy 36 Emergency work, slide repair Red Bluff, CA	Dept. of Transportation	Emergency Slide Work Repairs	CalTrans	2/4/2008 to 3/30/2008	\$169,347.00	Jeff Bline Dept. of Transportation 530-527-8524
Riverbank Restoration RSP Riverbank Restoration Nevada City, CA	Dept. of Transportation	Riverbank Restoration	CalTrans	12/28/2007 to 9/30/2008	\$589,800.00	Carl Berexa 530-265-9869 Contract #03-2E9404
Clear Creek WWTP Rehab and Expansion Project Package 2 Redding, CA	City of Redding	Plant Improvements	City of Redding	9/3/2007 to 11/6/2008	\$4,552,000.00	Don Chilton 530-225-4532
Middletown Road	County of Shasta	Road Slide	Shasta County	8/31/2007	\$260,963.00	John Crowe

Middletown Road Slide Repair Redding, CA		Repair		to 3/7/2008		530-225-5661
Fall River Airport Runway Improvements Fall River Mills, CA	County of Shasta	Road Relocation	Shasta County	10/24/2005 to 7/24/2007	\$2,986,401.00	Thomas Hays 530-525-5181
Fall River Airport Phase II Fall River Mills, CA	County of Shasta	Runway Extension	Shasta County	10/1/2006 to 9/30/2007	\$2,613,293.00	Thomas Hays 530-525-5181



## Contractor's License Detail for License # 651091

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

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/26/2023 10:40:20 AM

### Business Information

MEYERS EARTHWORK INC  
 P O BOX 493730  
 REDDING, CA 96049  
 Business Phone Number:(530) 365-8858

**Entity** Corporation  
**Issue Date** 07/29/1992  
**Reissue Date** 11/18/1996  
**Expire Date** 11/30/2024

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C21 - BUILDING MOVING, DEMOLITION

### Certifications

- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with THE GUARANTEE COMPANY OF NORTH AMERICA USA.

**Bond Number:** 1211064  
**Bond Amount:** \$25,000  
**Effective Date:** 01/01/2023  
[Contractor's Bond History](#)

#### Bond of Qualifying Individual

The qualifying Individual JACOB CARL MEYERS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 09/24/2018  
[BQI's Bond History](#)

### Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**Policy Number:** UB6J4111582226G  
**Effective Date:** 10/01/2022  
**Expire Date:** 10/01/2023  
[Workers' Compensation History](#)



▶ 11/18/1996 - LICENSE REISSUED TO ANOTHER ENTITY

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## Contractor's License Personnel Detail

**Contractor License #** 651091

**Contractor Name** MEYERS EARTHWORK INC

**Name** TREVOR JACOB MEYERS

### Title and Class History

**Title** OFFICER

**Classification**

**Association Date** 07/25/2018

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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**DBE CONFIRMATION**  
 DES-OE-0102 13 (NEW 05/2015)

Contract no.: AIG 3-06-0274-018-2023, AIG 3-06-0274-017-2023  
 Name of DBE business: Driskell Trucking  
 Name of DBE representative: Josh Driskell  
 DBE certification number: 44327  
 Name of bidder: Meyers Earthwork, Inc.  
 Name of prime contractor if different from the bidder: N/A  
 Name of representative of bidder or prime contractor: Trevor Meyers  
 Date: 4/26/23

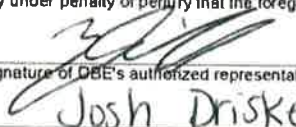
Bid item number	Item of work and description of services to be subcontracted or materials to be provided <sup>1</sup>	Amount (\$)
5,6,7,8, 10,11	Water Truck Services	\$40,000

<sup>1</sup>If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

**Total**

As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

  
 Signature of DBE's authorized representative  
Josh Driskell  
 Printed name of DBE's authorized representative  
MANAGING MEMBER  
 Title of DBE's authorized representative  
4/26/23  
 Date

**DBE CONFIRMATION**

DES-OE-0102.13 (NEW 05/2015)

Contract no.: **AIG 3-06-0274-018-2023, AIG 3-06-0274-017-2023**

Name of DBE business: **First Vanguard Rentals and Sales**

Name of DBE representative: **Kiley Olson**

DBE certification number: **dvbe / sbe # 1769627**

Name of bidder: **Meyers Earthwork, Inc.**

Name of prime contractor if different from the bidder: **N/A**

Name of representative of bidder or prime contractor: **Trevor Meyers**

Date: **4/26/23**

Bid item number	Item of work and description of services to be subcontracted or materials to be provided <sup>1</sup>	Amount (\$)
21,22,23,24	Supply- Class 4 Reinforced Concrete Pipe/ Flared End Sections Erosion Control Supply	\$50,000

<sup>1</sup>If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

Total	\$50,000@60%=\$30,000
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As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

Kiley Olson  
Signature of DBE's authorized representative:

**Kiley Olson**  
Printed name of DBE's authorized representative:

**Estimator**  
Title of DBE's authorized representative:

4/26/23  
Date:

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**DBE CONFIRMATION**  
 DES-OE-0102 13 (NEW 05/2015)

Contract no.: **AIG 3-06-0274-018-2023, AIG 3-06-0274-017-2023**

Name of DBE business:  
**Pittman Trucking**

Name of DBE representative:

DBE certification number:

Name of bidder: **Meyers Earthwork, Inc.**

Name of prime contractor if different from the bidder: **N/A**

Name of representative of bidder or prime contractor: **Trevor Meyers**

Date: **4/26/23**

Bid item number	Item of work and description of services to be subcontracted or materials to be provided <sup>1</sup>	Amount (\$)
	Lowbed Transport, Trucking	\$40,000

<sup>1</sup>If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

**Total**

As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

*Cheri Pittman*  
 Signature of DBE's authorized representative:

Cheri Pittman  
 Printed name of DBE's authorized representative:

Secretary  
 Title of DBE's authorized representative:

4/26/23

Date

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**B|F|B|A**

Beyond Accounting

**Meyers Earthwork, Inc.**

**Financial Statements**

**September 30, 2021**



Beyond Accounting

## Independent Accountants' Review Report

To the Board of Directors  
Meyers Earthwork, Inc.  
Redding, California

We have reviewed the accompanying financial statements of Meyers Earthwork, Inc. (the Company), which comprise the balance sheet as of September 30, 2021, and the related statements of income, changes in stockholder's equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### *Accountants' Responsibility*

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

### *Accountants' Conclusion*

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

*BFBA, LLP*

Sacramento, California  
February 9, 2022

**Meyers Earthwork, Inc.**  
**Balance Sheet**  
**September 30, 2021**

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**Assets**

Current assets	
Cash and cash equivalents	\$ 3,835,712
Contract receivables	2,072,786
Contract assets	844,560
Income tax refund receivable	103,160
Inventory	97,367
Prepaid expenses	<u>6,052</u>
Total current assets	6,959,637
Property and equipment, net	<u>1,905,358</u>
Total assets	<u><u>\$ 8,864,995</u></u>

**Liabilities and Stockholder's Equity**

Current liabilities	
Accounts payable	\$ 1,103,687
Accrued expenses	439,122
Contract liabilities	387,467
Long-term debt, current portion	<u>109,371</u>
Total current liabilities	2,039,647
Long-term debt, net of current portion	179,631
Paycheck Protection Program loan	588,356
Deferred income tax liability, net	<u>1,008,811</u>
Total liabilities	<u><u>3,816,445</u></u>
Stockholder's equity	
Common stock, no par value, 10,000 shares authorized, issued, and outstanding	195,500
Retained earnings	<u>4,853,050</u>
Total stockholder's equity	<u><u>5,048,550</u></u>
Total liabilities and stockholder's equity	<u><u>\$ 8,864,995</u></u>



**Meyers Earthwork, Inc.**  
**Statement of Income**  
**For the Year Ended September 30, 2021**

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Contract revenue	\$ 13,658,280
Direct costs	
Equipment	2,638,063
Labor	2,567,453
Subcontractors	2,558,817
Materials	1,856,683
Other	<u>1,130,965</u>
Total direct costs	<u>10,751,981</u>
Gross profit	2,906,299
General and administrative expenses	<u>1,904,322</u>
Income from operations	1,001,977
Paycheck Protection Program loan forgiveness	600,888
Interest expense, net	<u>(13,638)</u>
Income before income tax expense	1,589,227
Income tax expense	<u>(303,336)</u>
Net income	<u><u>\$ 1,285,891</u></u>

**Meyers Earthwork, Inc.**  
**Statement of Changes in Stockholder's Equity**  
**For the Year Ended September 30, 2021**

	Common Stock		Retained Earnings	Total Stockholder's Equity
	Shares	Value		
Balance, September 30, 2020	10,000	\$ 195,500	3,567,159	3,762,659
Net income	-	-	1,285,891	1,285,891
Balance, September 30, 2021	10,000	\$ 195,500	4,853,050	5,048,550

**Meyers Earthwork, Inc.**  
**Notes to the Financial Statements**  
**September 30, 2021**

Cash flows from operating activities	
Net income	\$ 1,285,891
Adjustments to net income	
Bad debt expense	7,896
Depreciation expense	718,994
Gain on sale of property and equipment	(161,620)
Net change in deferred income taxes	307,692
Paycheck Protection Program loan forgiveness	(600,888)
Changes in operating assets and liabilities	
Contract receivables	(215,165)
Contract assets	26,999
Income tax refund receivable	(4,356)
Prepaid expenses	49,963
Accounts payable	212,348
Accrued expenses	(58,929)
Contract liabilities	(289,019)
Net cash provided by operating activities	<u>1,279,806</u>
Cash flows from investing activities	
Purchases of property and equipment	(612,758)
Proceeds from sale of property and equipment	<u>176,102</u>
Net cash used in investing activities	<u>(436,656)</u>
Cash flows from financing activities	
Payments made on long-term debt	(146,933)
Proceeds from issuance of Paycheck Protection Program loan	<u>588,356</u>
Net cash provided by financing activities	<u>441,423</u>
Net change in cash and cash equivalents	1,284,573
Cash and cash equivalents as of September 30, 2020	<u>2,551,139</u>
Cash and cash equivalents as of September 30, 2021	<u>\$ 3,835,712</u>
<u>Supplemental disclosures:</u>	
Cash paid for interest	\$ 17,474

**Meyers Earthwork, Inc.**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**Note 1: Summary of Significant Accounting Policies**

**Company Operations**

Meyers Earthwork, Inc. (the Company) is principally engaged in general engineering construction activities. The Company's contracts are primarily performed under fixed-price contracts.

**Revenue from Contracts with Customers**

Revenue is primarily derived from long-term construction contracts and is recognized in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers*.

In accordance with ASC 606, the Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The consideration received is generally based on a construction contract amount. Each contract is assessed for multiple performance obligations within the contract. Generally, the Company provides a significant integration of distinct products and services, and thus accounts for a majority of construction contracts as one performance obligation. When a contract has a single performance obligation, the entire transaction price is attributed to that performance obligation.

Throughout the duration of the contract, the transaction price could change for various reasons, including the executed or estimated amount of change orders and unresolved contract modifications and claims with customers. Variable consideration is included in the transaction price only to the extent it is probable that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur.

The Company's performance obligations are satisfied over time. Revenue is recognized as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer. Revenue is ordinarily recognized by measuring the progress toward complete satisfaction of the performance obligation(s) using an input (i.e., "cost-to-cost") method. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation.

**Cash and Cash Equivalents**

All highly liquid temporary cash investments with original maturities of three months or less are considered to be cash equivalents.

**Meyers Earthwork, Inc.**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

**Contract Receivables and the Allowance for Doubtful Accounts**

Contract receivables are recognized in the period when the right to receive payment or other consideration becomes unconditional. Contract receivables are recognized at the invoiced amount and do not earn interest. The Company maintains an allowance for doubtful accounts based upon the best estimate of probable credit losses in existing contract receivables. The Company determines the allowance based upon individual accounts when information indicates the customers may have an inability to meet their financial obligations, as well as historical collection and write-off experience. At September 30, 2021 and 2020, the Company had contract receivables of \$2,072,786 and \$1,857,621, respectively. The Company believed no allowance for doubtful accounts was necessary at September 30, 2021 and 2020.

**Inventory**

Inventory consists of crushed rock to be used primarily in the Company's construction contracts. Inventory is recognized on a first-in, first-out basis and is reported at the lower of cost or fair market value.

**Property and Equipment**

Property and equipment are recognized at cost. Depreciation of property and equipment is calculated on a straight-line basis over the estimated useful lives of the assets, which generally range from three to ten years. Leasehold improvements are amortized over the shorter of the terms of the leases or the estimated useful lives of the improvements. Expenditures for renewals and betterments that extend the useful lives of or improve existing property or equipment are capitalized. Expenditures for maintenance and repairs are expensed as incurred.

**Impairment of Long-Lived Assets**

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair market value of the assets. During the year ended September 30, 2021, no impairment expense was recognized.

**Vacation Accrual**

The Company's vacation policy provides for paid vacation after various months of continuous employment based on multiple collective bargaining agreements. An accrual for vacation compensation of \$15,797 was included in accrued expenses on the accompanying balance sheet.

**Meyers Earthwork, Inc.**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

**Fair Market Value of Financial Instruments**

The carrying amounts of the assets and liabilities that are considered to be financial instruments recognized on the accompanying balance sheet approximate their fair market values based upon current market indicators. Certain financial instruments are carried at cost, which management believes approximates fair market value based on the short-term nature of the instrument, or because the variable and fixed-rate debt approximates market interest rates.

**Income Taxes**

For income tax purposes, the Company reports earnings using the completed contract method of accounting. Under this method, billings and costs are accumulated during the periods of construction, but profits are not recognized until completion of the contracts.

Deferred income taxes are recognized to reflect differences in reporting certain items for financial statement and income tax purposes. The most significant differences relate to accounting for depreciation, construction contracts, and net operating loss carry forwards.

**Management's Estimates**

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management makes estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**Surety Bonds**

The Company, as a condition for entering into some of its construction contracts, had outstanding surety bonds as of September 30, 2021. The surety bonds are collateralized by the Company's contract receivables and contract retentions and personally guaranteed by the stockholder of the Company.

**Subsequent Events**

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through February 9, 2022, the date these financial statements were available to be issued. Management was not aware of any subsequent events requiring additional disclosure.

**New Accounting Pronouncement**

In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02 amending the accounting for leases. The new standard requires the recognition of lease liabilities, and a corresponding right-of-use asset, for any non-cancelable leases with terms in excess of 12 months. Presentation of leases within the statements of income and cash flows will be generally consistent with the current lease accounting guidance. The ASU is effective, retrospectively, for reporting periods beginning after December 15, 2021. Management is assessing the impact this standard will have on the Company's financial statements.

**Meyers Earthwork, Inc.**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**Note 2: Contract Assets and Contract Liabilities**

Opening and closing balances of contract assets and contract liabilities were as follows:

	<u>September 30, 2021</u>	<u>September 30, 2020</u>
Contract assets	\$ 844,560	879,455
Contract liabilities	387,467	676,486

As of September 30, 2021, contract assets consisted of the following:

Contract retentions	\$ 777,857
Costs and estimated earnings in excess of billings	<u>66,703</u>
Contract assets	<u><u>\$ 844,560</u></u>

As of September 30, 2021, contract liabilities consisted of the following:

Billings in excess of costs and estimated earnings	\$ <u>387,467</u>
Contract liabilities	<u><u>\$ 387,467</u></u>

The asset, *Costs and estimated earnings in excess of billings*, represents revenue recognized in excess of amounts billed. The liability, *Billings in excess of costs and estimated earnings*, represents billings in excess of revenue recognized. In accordance with industry practice, these assets and liabilities were classified as current on the accompanying balance sheet.

**Note 3: Remaining Performance Obligations**

Remaining performance obligations include unrecognized revenue to be realized from uncompleted construction contracts. Remaining performance obligations at September 30, 2021, were \$6,896,726. Remaining performance obligations increase with awards of new contracts and decrease as work is performed and revenue is recognized on existing contracts, generally over a 1-2 year period. Projects are included within the remaining performance obligations at such time the project is awarded and agreement on contract terms has been reached. Remaining performance obligations include amounts related to contracts for which a fixed price contract value is not assigned when a reasonable estimate of total transaction price can be made.

Although the Company's construction contracts are often subject to cancellation at the election of the project owners, in accordance with industry practice, the amount of unrecognized revenue included within remaining performance obligations is not limited due to the inherent substantial economic penalty that would be incurred by the project owners upon cancellation.

**Meyers Earthwork, Inc.**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**Note 4: Changes in Accounting Estimates**

Revenue and gross profit include the effects of significant changes in the estimates of the profitability of construction contracts that were in progress as of September 30, 2020. The net effect of these estimate changes increased gross profit during the year ended September 30, 2021, as follows:

Increase in gross profit from upward estimate changes	\$ 996,401
Decrease in gross profit from downward estimate changes	<u>(207,063)</u>
Net increase in gross profit	<u>\$ 789,338</u>

**Note 5: Property and Equipment**

Major classifications of property and equipment as of September 30, 2021, were as follows:

Operating equipment	\$ 4,375,534
Transportation equipment	1,185,922
Leasehold improvements	81,972
Office equipment and furnishings	<u>20,067</u>
Total property and equipment	5,663,495
Less: Accumulated depreciation	<u>(3,758,137)</u>
Property and equipment, net	<u>\$ 1,905,358</u>

Depreciation expense for the year ended September 30, 2021, was \$718,994, which was included in direct costs in the accompanying statement of income.

**Note 6: Line of Credit**

The Company has a line of credit agreement with a financial institution subject to a \$800,000 limit. The line bears interest at the greater of the bank's reference rate plus 0.75% per annum or 4.25% per annum (4.25% as of September 30, 2021), payable monthly. The line is secured by substantially all of the Company's assets, is personally guaranteed by the stockholder of the Company, and expires in April 2022. As of September 30, 2021, the Company had no outstanding balance on the line of credit.



**Meyers Earthwork, Inc.**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**Note 7: Long-Term Debt**

Long-term debt consists of various notes payable to financial institutions that are secured by certain of the Company's construction equipment and vehicles. The notes bear interest at rates ranging from 4.25% to 6.54% per annum, with principal and interest payments due monthly. The notes mature on dates ranging from August 2022 to May 2025.

Future maturities of long-term debt are as follows:

<u>For the year ending September 30,</u>	
2022	\$ 109,371
2023	87,405
2024	64,561
2025	27,665

**Note 8: Paycheck Protection Program Loans**

During the year ended September 30, 2020, the Company applied for and obtained a Paycheck Protection Program loan (PPP loan). Under the terms of the PPP loan, up to 100% of the loan may be forgiven if certain criteria were met. During the year ended September 30, 2021, the Company applied for and received full forgiveness of the loan in the amount of \$600,888.

During the year ended September 30, 2021, the Company applied for and obtained a second draw Paycheck Protection Program loan (PPP-2 loan) from a financial institution in the amount of \$588,356. The note bears interest at 1.00% per annum and matures in March 2026. Under the terms of the PPP-2 loan, up to 100% of the loan may be forgiven if certain criteria are met. Management believes that the balance of this loan will be fully forgiven during the year ending September 30, 2022.

**Note 9: Income Taxes**

Income tax expense for the year ended September 30, 2021, consisted of the following:

	<u>Federal</u>	<u>State</u>	<u>Total</u>
Current	\$ 5,156	(800)	4,356
Deferred	<u>(190,658)</u>	<u>(117,034)</u>	<u>(307,692)</u>
	<u>\$ (185,502)</u>	<u>(117,834)</u>	<u>(303,336)</u>

Income taxes at statutory rates differ from the income tax expense recognized in these financial statements due to the effects of state income taxes and non-deductible expenses.

**Meyers Earthwork, Inc.**  
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**Note 9: Income Taxes (Continued)**

The Company's deferred income taxes consisted of the following deferred income tax assets (liabilities) as of September 30, 2021:

Revenue recognition	\$ (665,622)
Depreciation	(432,005)
Net operating loss carry forwards	88,649
State income taxes	<u>167</u>
Deferred income tax liability, net	\$ <u><u>(1,008,811)</u></u>

As of September 30, 2021, the Company had federal and California net operating loss carry forwards of \$318,769 and \$310,835, respectively. The federal carry forwards do not expire and the California carry forwards expire in fiscal year 2041.

The Company files income tax returns in the United States federal jurisdiction and California state jurisdiction. The Company is no longer subject to U.S. federal examinations for years before fiscal year 2018, or California examinations for years before fiscal year 2017. As of September 30, 2021, no examinations were in progress.

**Note 10: Retirement Plans**

**Company Plans**

The Company sponsors a 401(k) profit sharing plan for all employees not covered under a collective bargaining agreement. Contributions to the 401(k) plan include employee salary deferrals, Company discretionary contributions, and Company safe harbor contributions. The Company's safe harbor contributions are equal to 3.00% of eligible employee compensation. The Company's discretionary contributions to this plan were \$27,675 for the year ended September 30, 2021. These discretionary contributions were included in accrued expenses on the accompanying balance sheet.

The Company sponsors a SEP-IRA owned by the officers of the Company. During the year ended September 30, 2021, the Company did not make any contributions to the SEP-IRA plan.

In addition, the Company maintains a cash balance defined benefit pension plan covering the officers of the Company. Contributions to the plan are equal to the lesser of \$300,000 or certain portions of the officers' compensation as defined in the summary plan description, plus any accrued interest payable from the prior year. The plan provides for a guaranteed interest credit each year equal to 5.00% of the value of the cash balance accounts at the end of each year. The Company recognized pension expense related to this plan in the amount of \$273,000 for the year ended September 30, 2021. These amounts were included in accrued expenses on the accompanying balance sheet.

**Meyers Earthwork, Inc.**  
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**Note 10: Retirement Plans (Continued)**

**Multi-Employer Pension Plans**

Union employees are covered by union-sponsored, collectively-bargained, multi-employer pension plans. The contributions to these plans are determined in accordance with the provisions of negotiated labor contracts and generally are based on the number of hours worked. Information from the plans' administrators is not available to permit the Company to determine its share of unfunded vested benefits. The Company has no intention of withdrawing from these plans, nor is there any intention to terminate such plans. During the year ended September 30, 2021, no surcharges were imposed by the plans.

The following table presents the Company's participation in these plans during the year ended September 30, 2021:

Plan Name	Pension Plan EIN / Plan Number	PPA Certified Zone Status	FIP / RP Status Pending / Implemented	Amounts Contributed	Expiration Date of Collective Bargaining Agreement
Pension Trust Fund for Operating Engineers	94-6090764 / 001	Yellow	Yes	\$ 222,585	6/30/2024
Laborers Pension Trust Fund for Northern California	94-6277608 / 001	Green	N/A	56,251	6/30/2023
Total contributions				\$ <u>278,836</u>	

The most recent pension protection act zone statuses available are for the plans' years ended May 31, 2020, through December 31, 2020. The zone statuses are based on information we received from the plans and are certified by the plans' actuaries. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the orange zone are less than 80 percent funded and have an Accumulated Funding Deficiency in the current year or projected into the next six years, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded. The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented.

**Note 11: Related Party Transactions**

The Company leases office and shop facilities on a month-to-month basis from the stockholder of the Company. During the year ended September 30, 2021, the Company paid \$31,200 in rent related to these facilities, which was included in direct costs in the accompanying statement of income.

The Company also leases an aggregate pit from a related entity under a month-to-month agreement. During the year ended September 30, 2021, the Company paid \$72,000 in rent related to the aggregate pit, which was included in direct costs in the accompanying statement of income.

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**Note 12: Contingencies**

The Company is subject to various claims that arise in the normal course of business. In the opinion of management, the ultimate disposition of such claims will not have a material adverse effect on the financial position or results of operations of the Company.

The Company is contingently liable to a surety company under a general indemnity agreement. The Company agrees to indemnify the surety for any payments made by the surety on contracts of surety-ship, guaranty, or indemnity. The Company believes that all contingent liabilities will be satisfied by their performance on the specific bonded contracts.

The COVID-19 outbreak in the United States has caused business disruption, and economic uncertainties have arisen that could negatively affect operations. The extent of the impact of COVID-19 on the Company's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on its customers, employees, vendors and the Company's ability to obtain and perform work. As a result, the related financial impact and duration cannot be reasonably estimated at this time.

**Note 13: Concentrations of Credit Risk**

The Company maintains its cash balances in financial institutions. The balances in the financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times, the Company's cash balances may be in excess of the insured limit.

The Company had amounts due from three customers that comprised 43%, 37%, and 16% of the aggregate contract receivables and contract retentions balance as of September 30, 2021.