CITY OF MENLO PARK
STATE OF CALIFORNIA

CONTRACTUAL AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 3rd day of Sept., 2014, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and Green Construction, Inc., hereinafter referred to as the Contractor.

WITNESSETH

ARTICLE 1. That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees at its own cost and expense to do all the work and furnish all materials necessary to complete in a good workmanlike and substantial manner all that certain work involved and concerned with the "2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003". Said work shall be done in manner and in accordance with the terms of the Contract as the same is defined in Article 4 herein.

ARTICLE 2. Said Contractor agrees to receive and accept the prices stated in the Contractor's Proposal to the City Council, entitled "EXHIBIT 'A,' "Proposal to the City Council" and attached hereto, as full compensation for furnishing all materials and doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work and the whole thereof, in the manner and according to the Plans and/or Drawings and the Special Provisions.

ARTICLE 3. The City hereby promises and agrees with the Contractor, to employ, and does employ, hereby, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE 4. The complete Contract consists of the following documents: Notice to Bidders, Proposal, Minority Employment Program, Agreement, Contract Provisions and Plans and/or Drawings. The rights and obligations of the parties herein are governed by all of said documents, which are to be construed as a single Contract. The decision of the Engineering Services Manager of the City of Menlo Park as to the interpretation of said Contract shall be final and binding on the parties hereto.

ARTICLE 5. It is expressly stipulated and agreed that all legal and statutory requirements relating to the execution of this Agreement and the notice inviting bids have been met. Any alleged defect or omission in the proceedings preceding the execution of this Agreement is hereby waived by the Contractor.

ARTICLE 6. It is further expressly agreed by and between the parties hereto that the work shall be completed within one hundred fifty (150) working days from and after the commencement of said work.

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2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
ARTICLE 7. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

ARTICLE 8. Waivers of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

ARTICLE 9. In the event that any term or portion of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term or portion, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 10. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind relating to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

IN WITNESS WHEREOF, the parties have executed this instrument the year and date first above written.

CITY OF MENLO PARK
A Municipal Corporation

[Signature]
Alex D. McIntyre
City Manager

ATTEST:

[Signature]
City Clerk, City of Menlo Park

CONTRACTOR (NAME): Casey Construction, Inc
By
Title President

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2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
THE CONTRACTOR SHALL NOT MAKE UNAUTHORIZED CHANGES TO THE CONSTRUCTION OR BID DOCUMENTS. ANY UNAUTHORIZED CHANGES MAY RESULT IN THE DETERMINATION THAT THE PROPOSAL IS NON-RESPONSIVE AT THE CITY'S SOLE DISCRETION

PROPOSAL TO CITY COUNCIL EXHIBIT "A"

CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

2013-2014 WATER MAIN REPLACEMENT PROJECT
PROJECT NO. 77-003

NAME OF BIDDER: Casey Construction, Inc.

BUSINESS ADDRESS: 619 Sylvan Way E.

CITY, STATE, ZIP: Emerald Hills Ca 94062

LICENSE NO.: 798190 CLASS: A,B,HAZ EXP. DATE: 10/31/15

TAX I.D. NO.: 31-0763547

TELEPHONE NO: (650) 369-1876 FAX NO: (650) 366-8578

The work for which this Proposal is submitted is for construction in accordance with the Contract Documents, including the Special Provisions, the Agreement, the project Plans described below, and the State of California Department of Transportation Standard Specifications, May 2006 Edition. The Contract Book shall be used in conjunction with the above documents, and the State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates current at the bid opening date.

The project Plans for the work to be done are titled 2013-2014 Water Main Replacement Project No. 77-003 and are incorporated in the Special Provisions.

The work to be done consists of furnishing and installing (open trench) water mains, valves, appurtenances, services and meter boxes, connecting direct taps and fire hydrants, street paving and striping, and tree removal and replacement and irrigation at various locations within the City of Menlo Park, and doing all appurtenant work in place and ready for use, all as shown on the plans and described in the Specifications with the title indicated in the above paragraph and on file in the office of the Engineering Division. Reference to said plans and Specifications is hereby made for further particulars.

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2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003

ADDENDUM#1
Contractor's License Detail - License # 798190

⚠ 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 (R&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per R&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number 798190  
Extract Date 4/23/2014

CASEY CONSTRUCTION INC

Business Information
Business Phone Number: (650) 369-1876
620 HANDLEY TRAIL
EMERALD HILLS, CA 94062

Entity
Corporation

Issue Date 08/08/2001
Reissue Date 10/03/2003
Expire Date 10/31/2015

License Status
ACTIVE
This license is current and active. All information below should be reviewed.

Classifications
A. GENERAL ENGINEERING CONTRACTOR
B. GENERAL BUILDING CONTRACTOR

Certifications
CERT
HAZ
HAZARDOUS SUBSTANCES REMOVAL

CONTRACTOR'S BOND
This license filed a Contractor's Bond with:
CONTRACTORS BONDING AND INSURANCE COMPANY.

Bond Number: BB6037
Bond Amount: $12,500

Bonding
Effective Date: 01/01/2007
Contractor’s Bond History

BOND OF QUALIFYING INDIVIDUAL
1. The Responsible Managing Officer (RMO) CASEY MEL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.
A Bidder's Bond, in an amount and of a form described under Paragraph 1 of the Proposal Requirements Section of these Provisions shall accompany this Proposal. The project shall be awarded to the lowest responsible bidder who meets all of the Proposal Requirements, and the requirements of the Contract Documents.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between an item price and total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

Failure to provide the required information, or if information provided is subsequently proved false, the Proposal shall be considered as non-responsive and shall be grounds for rejection of the bid.

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, along with Bonds as required in Section 3-2 of these Special Provisions, along with the Certificate of Insurance covering public liability and property damage in the amounts specified in the Agreement portion of these Contractual documents, to the City of Menlo Park within 12 days, not including Sundays and legal holidays, after the Bidder has received notice from the City that the Contract has been awarded, the City may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and the forfeiture of such security accompanying this Proposal shall operate and the same shall become the be the property of the City of Menlo Park.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of Contractual Agreement, and the Plans and Specifications therein referred to; that he proposes and agrees if this Proposal is accepted, that he will contract with the City of Menlo Park, in the form of the copy of the Contractual Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will accept in full payment therefore the following unit prices, to wit:
PAY ITEM PRICE SCHEDULE

The Bidder shall set forth for each quantified item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item. Failure to provide the required information, or if information provided is subsequently proved false, the Proposal shall be considered as non-responsive and shall be grounds for rejection of the bid.

In case of conflict between an item price in words and the price in figures, the price in words shall prevail. In case of discrepancy between an item unit price and the total set forth for a unit basis item, the item unit price shall prevail. However, if the amount set forth as an item unit price is ambiguous, illegible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item, and the price thus obtained shall be the item unit price.

The bidding contractor’s attention is directed to Section 9-1.1 of the Special Provisions regarding payment for work or requirements not specifically included in the Pay Item Price Schedule.

PROPOSAL TO THE CITY OF MENLO PARK
ITEM PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section No.</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Item Description</th>
<th>Item Price (In Figures)</th>
<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11, 200-8</td>
<td>1</td>
<td>LS</td>
<td>Mobilization and demobilization (not to exceed 5% of total cost)</td>
<td>$56,500</td>
<td>$56,500.00</td>
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<tr>
<td>2</td>
<td>104 200-8</td>
<td>1</td>
<td>LS</td>
<td>Trench Safety (including dewatering, sheeting, shoring, &amp; bracing)</td>
<td>$30,800</td>
<td>$30,800.00</td>
</tr>
<tr>
<td>3</td>
<td>7-4.2</td>
<td>1</td>
<td>LS</td>
<td>Pollution Prevention and Control</td>
<td>$2000</td>
<td>$2000.00</td>
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<tr>
<td>4</td>
<td>12</td>
<td>1</td>
<td>LS</td>
<td>Traffic Control and General Safety Measures</td>
<td>$21,000</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>5</td>
<td>109, 200</td>
<td>2,565</td>
<td>LF</td>
<td>Eight-inch (8&quot;) diameter earthquake resistant ductile iron pipe water main</td>
<td>$235,983.00</td>
<td>$235,983.00</td>
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<tr>
<td>6</td>
<td>109, 200</td>
<td>249</td>
<td>LF</td>
<td>Six-inch (6&quot;) diameter earthquake resistant ductile iron pipe water main</td>
<td>$17,430.00</td>
<td>$17,430.00</td>
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<tr>
<td>7</td>
<td>200</td>
<td>0</td>
<td>LF</td>
<td>Four-inch (4&quot;) diameter ductile iron pipe water main</td>
<td>Not in Contract</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>200</td>
<td>0</td>
<td>LF</td>
<td>Eight-inch (8&quot;) diameter PVC pipe water main</td>
<td>Not in Contract</td>
<td></td>
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<tr>
<td>9</td>
<td>200</td>
<td>0</td>
<td>LF</td>
<td>Six-inch (6&quot;) diameter PVC pipe water main</td>
<td>Not in Contract</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>200</td>
<td>1</td>
<td>EA</td>
<td>Ten-inch (10&quot;) gate valve box and cover</td>
<td>$2150</td>
<td>$2150.00</td>
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<tr>
<td>11</td>
<td>200</td>
<td>16</td>
<td>EA</td>
<td>Eight-inch (8&quot;) gate valve, box and cover</td>
<td>$25,600.00</td>
<td></td>
</tr>
</tbody>
</table>

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2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003

ADDENDUM #1
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section No.</th>
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<th>Total (In Figures)</th>
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</thead>
<tbody>
<tr>
<td>12</td>
<td>200</td>
<td>2</td>
<td>EA</td>
<td>Six-inch (6&quot;) gate valve, box and cover</td>
<td>$1200</td>
<td>$2400.00</td>
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<tr>
<td>13</td>
<td>200</td>
<td>0</td>
<td>EA</td>
<td>Four-inch (4&quot;) gate valve, box and cover</td>
<td>Not in Contract</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>200</td>
<td>6</td>
<td>EA</td>
<td>Fire hydrant assembly</td>
<td>$8600</td>
<td>$51,600.00</td>
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<tr>
<td>15</td>
<td>200</td>
<td>16</td>
<td>EA</td>
<td>Two-inch (2&quot;) water service (long) to new meter box and install City-provided meter</td>
<td>$4800</td>
<td>$76,800.00</td>
</tr>
<tr>
<td>16</td>
<td>200</td>
<td>23</td>
<td>EA</td>
<td>Two-inch (2&quot;) water service (short) to new meter box and install City-provided meter</td>
<td>$3200</td>
<td>$73,600.00</td>
</tr>
<tr>
<td>17</td>
<td>200</td>
<td>1</td>
<td>EA</td>
<td>One-inch (1&quot;) irrigation water service to new meter box and install City-provided meter and backflow preventer</td>
<td>$7500</td>
<td>$7500.00</td>
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<tr>
<td>18</td>
<td>200</td>
<td>0</td>
<td>EA</td>
<td>Air release valve</td>
<td>Not in Contract</td>
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<tr>
<td>19</td>
<td>200</td>
<td>1</td>
<td>EA</td>
<td>Blow off valve</td>
<td>$1600</td>
<td>$1600.00</td>
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<td>20</td>
<td>200</td>
<td>3</td>
<td>EA</td>
<td>Water main tie-in</td>
<td>$6000</td>
<td>$18,000.00</td>
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<tr>
<td>21</td>
<td>200</td>
<td>4</td>
<td>EA</td>
<td>Combined Blow-off/Air Release Valve Assembly</td>
<td>$5800</td>
<td>$23,200.00</td>
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<tr>
<td>22</td>
<td>200</td>
<td>39</td>
<td>EA</td>
<td>Remove and salvage existing water meter and box</td>
<td>$200</td>
<td>$7800.00</td>
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<tr>
<td>23</td>
<td>200</td>
<td>1</td>
<td>EA</td>
<td>Remove and salvage existing irrigation water meter and backflow preventer</td>
<td>$500</td>
<td>$500.00</td>
</tr>
<tr>
<td>24</td>
<td>200</td>
<td>3</td>
<td>EA</td>
<td>Remove existing Fire Hydrant</td>
<td>$600</td>
<td>$1800.00</td>
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<tr>
<td>25</td>
<td>200</td>
<td>10</td>
<td>EA</td>
<td>Abandon water valve, remove valve box, backfill riser, including pavement restoration</td>
<td>$300</td>
<td>$3000.00</td>
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<tr>
<td>26</td>
<td>200</td>
<td>1</td>
<td>LS</td>
<td>Abandon 4&quot; water line</td>
<td>$2000</td>
<td>$2000.00</td>
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<tr>
<td>27</td>
<td>200</td>
<td>1</td>
<td>LS</td>
<td>Abandon 8&quot; water line</td>
<td>$4000</td>
<td>$4000.00</td>
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<tr>
<td>28</td>
<td>39</td>
<td>12,630</td>
<td>SF</td>
<td>Full-Width Depth Asphalt Pavement</td>
<td>$7</td>
<td>$88,410.00</td>
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<tr>
<td>29</td>
<td>39</td>
<td>45,934</td>
<td>SF</td>
<td>Two-inch (2&quot;) Asphalt Concrete Grind and Overlay</td>
<td>$2500</td>
<td>$114,835.00</td>
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<tr>
<td>30</td>
<td>15</td>
<td>7</td>
<td>EA</td>
<td>Raising Frames, Covers, Grates and Manholes</td>
<td>$200</td>
<td>$1400.00</td>
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<tr>
<td>31</td>
<td>84/85</td>
<td>1</td>
<td>LS</td>
<td>Striping, Marking and Markers</td>
<td>$5600</td>
<td>$5600.00</td>
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<tr>
<td>32</td>
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<td>LS</td>
<td>Landscaping</td>
<td>$18,000</td>
<td>$18,000.00</td>
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<tr>
<td>33</td>
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<td>1</td>
<td>LS</td>
<td>Irrigation</td>
<td>$3000</td>
<td>$3000.00</td>
</tr>
<tr>
<td>Item No.</td>
<td>Section No.</td>
<td>Estimated Quantity</td>
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<td>Total (In Figures)</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>--------------------</td>
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<td>------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>34</td>
<td></td>
<td>4</td>
<td>EA</td>
<td>Replace Street Monument and File Corner Record</td>
<td>$3,000</td>
<td>$12,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SUBTOTAL</td>
</tr>
</tbody>
</table>

**ALTERNATE BID ITEM(S) INCLUDED IN BASIS OF BID**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section No.</th>
<th>Estimated Quantity</th>
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<th>Total (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Appendix E2</td>
<td>1</td>
<td>LS</td>
<td>Kubota ERDIP Project Construction Materials</td>
<td>$197,000</td>
<td>$197,000</td>
</tr>
<tr>
<td>A2</td>
<td>Appendix E3</td>
<td>1</td>
<td>LS</td>
<td>Kubota ERDIP Extra Materials, Tools, and City Staff Training</td>
<td>$98,000</td>
<td>$98,000</td>
</tr>
<tr>
<td>A3</td>
<td></td>
<td>300</td>
<td>11</td>
<td>EA</td>
<td>Sewer Line Replacement at Crossings</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

**BASIS OF BID (BASED UPON ITEMS 1 THROUGH 34, INCLUSIVE, PLUS ALTERNATE BID ITEMS A1, A2 AND A3**

$1,225,505

Notes: (F) Final Pay Quantities - See Section 9-1.015, "Final Pay Items," of the Standard Specifications.
(S) Specialty Items - As defined in Section 8-1.01, "Subcontracting," of the Standard Specifications.

*Abbreviations: LF=linear feet, SF=square feet, SY=square yards, CY=cubic yards, TN=tons, LS=lump sum, EA=each*

**BASIS OF BID (Written)**

One million Two hundred twenty five thousand Five hundred five dollars

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**ALTERNATE BID ITEM(S) EXCLUDED FROM BASIS OF BID**

<table>
<thead>
<tr>
<th>Item No.</th>
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</tr>
</thead>
<tbody>
<tr>
<td>A4</td>
<td>200</td>
<td>1</td>
<td>LS</td>
<td>Six-inch (6&quot;) diameter ductile iron pipe Project Construction Materials</td>
<td>$90,000</td>
<td>$90,000</td>
</tr>
<tr>
<td>A5</td>
<td>200</td>
<td>1</td>
<td>LS</td>
<td>Eight-inch (8&quot;) diameter ductile iron pipe Project Construction Materials</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Notes:
1. The award of Contract will be based on the Basis of Bid (i.e., Base Bid + Alternate Bid Items A1, A2 and A3). The City reserves the right to remove some or all of Alternate Bid Items A1, A2 and A3 from the Contract at its own discretion.
2. The City reserves the right to award Alternate Bid Items A4 or A5 or both at its own discretion. The award of Alternate Bid Items A4 or A5 or both will not be considered in the Basis of Bid.
3. The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with Section 3-1 of the Special Provisions. All bids will be compared on the basis of the Engineer's Estimate of the Bid quantities of the work to be done. The undersigned declares, by their signature to this Proposal, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.
4. The City reserves the right to increase or decrease quantities by 25% at the Contract Item Price.
5. The bidder or contractor's attention is directed to Section 9-1.1 regarding payment for work or requirements not specifically included in the Item Price Schedule.
6. The City reserves the right to reject all bids for any reason whatsoever.

7. Contractor shall provide a schedule of values for all Lump-Sum amounts prior to the start of work.

The undersigned declares, by their signature in the proposal documents, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.
ADDENDUM ACKNOWLEDGEMENT AND INFORMATION

The undersigned acknowledges receipt of Addendum number 1 through 1 inclusively.

The undersigned acknowledges that the TOTAL price listed in the Item Price Schedule above represents the proposed Contract Price for all of the work described in the Plans and Specifications for this project.

CONTRACTOR: Casey Construction, Inc
SIGNATURE: [Signature]
PRINT NAME: Mel Casey
TITLE: President
DATE: Aug. 6, 2014
July 29, 2014

**Addendum No. 1**

**Project:** 2013-14 WATER MAIN REPLACEMENT PROJECT  
(Project No. 77-003)

**Owner:** City of Menlo Park

**REVISED BID OPENING:** Wednesday, August 6, 2014, at 2:00 p.m.

Bidders should acknowledge receipt of this addendum by signing the appropriate section of the bid proposal. See Addenda Acknowledgement and Information of the Proposal to the City Council.

**NOTE THAT THE SUBMITTAL DEADLINE AND BID OPENING DATE HAVE BEEN CHANGED TO:** WEDNESDAY, AUGUST 6, 2014, AT 2:00 P.M.

1. On plan Sheet 6 of the construction plan, delete CATV COMCAST RELOCATION notes [A02], [A03], [A04], [A05], and [A06]. CATV has field verified their utility locations, and verified there are no longitudinal utility conflicts in these locations.

2. On the plans and the specifications delete any reference to slurry seal over the finish pavement where referenced.

3. On plan Sheet 15 change “DETAIL A” to reflect the existing ACP water main pipe along Tioga Drive, instead of the erroneous DIP reference.

4. On plan Sheet 15 change “DETAIL B” to reflect the existing ACP water main pipe along Whitney Drive, instead of the erroneous DIP reference.

5. On plan Sheet 15 change “DETAIL F” to reflect the existing ACP water main pipe along Klamath Drive, instead of the erroneous DIP reference.

6. On plan Sheet 15 modify DETAILS A, B, C, D, E, and F to delete the Kubota GX- SOCKET PIPE W/ FLANGE adapter references, and substitute in their place flanged adapters consisting of combined Kubota GX FLANGED SPIGOT with attached GX DOUBLE SOCKET SHORT PIPES.

Addendum #1 Acknowledged
Bidders should acknowledge receipt of this addendum by signing and returning one copy with the bid proposals.

Fernando G. Bravo, Engineering Services Manager

Date: 7/29/14  Received by:  

Title: Office Manager

Name of Company: Casey Construction, Inc.
SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS: Each Bidder shall set forth below the name, business address, telephone number and State of California Contractor's license number, class, and expiration date of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 8-1.01, "Subcontracting", of the Standard Specifications.

1. Name: C. Bartolotto
   Contractor's License No.: 397341
   Address: 582 Braga, San Carlos
   Dollar Amount & Percent of Total Bid: $114,935.00 (10%)
   Item No(s): 29
   Class: A
   Exp. Date: 11/31/15
   Tel: (650) 595-2591

2. Name: MacLeod & Assoc.
   Contractor's License No.: 155304
   Address: 965 Center, San Carlos
   Dollar Amount & Percent of Total Bid: $12,000.00 (1%)
   Item No(s): 34
   Class: __
   Exp. Date: __
   Tel: (650) 593-8580

3. Name: ____________________________
   Contractor's License No: ____________________________
   Address: ____________________________
   Dollar Amount & Percent of Total Bid: _______________
   Item No(s): _______________
   Class: __
   Exp. Date: __
   Tel: (__)

4. Name: ____________________________
   Contractor's License No: ____________________________
   Address: ____________________________
   Dollar Amount & Percent of Total Bid: _______________
   Item No(s): _______________
   Class: __
   Exp. Date: __
   Tel: (__)

5. Name: ____________________________
   Contractor's License No: ____________________________
   Address: ____________________________
   Dollar Amount & Percent of Total Bid: _______________
   Item No(s): _______________
   Class: __
   Exp. Date: __
   Tel: (__)

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2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
PRINCIPAL PERSONS WITH INTEREST IN PROPOSAL

The names of all persons interested in the foregoing Proposal as principals are as follows:

**IMPORTANT NOTICE.** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

---

**Casey Construction, Inc.**
Mel Casey - President
Marguerite Casey - Secretary
Gerry McGinnis - General Manager

**BIDDER'S FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY & EXPERIENCE**

THE LOW BIDDER MUST, UPON REQUEST, FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF THREE COMPLETED PROJECTS OF A SCOPE & PRICE SIMILAR TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST THREE PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE DIRECTOR OF PUBLIC WORKS TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

The bidder has been engaged in the contracting business under State License No. 798190 for a period of 13 years.

The bidder's three most recently completed Contracts are:

1. **Title of Project:** Retaining Wall Repair + Replacement # 13-28
   - Owner: Town of Los Gatos
   - Address: 110 E Main St, Los Gatos, Ca 95031
   - Telephone No.: 408-354-6824
   - Engineer in Charge: Jason Baker
   - Date Accepted: July 13, 2014
2. Title of Project: Summer 2013 Utilities Upgrade  
Owner: Cupertino Union Sch. Dist.  
Address: 10301 Vista Dr, Cupertino CA 94014  
Telephone No.: 408-252-3000  
Engineer in Charge: Linda Rizzoli / Swinerton  
Date Accepted: July 11, 2014

3. Title of Project: W Virginia & Hull Sewer Pipe # 6892  
Owner: City of San Jose  
Address: 200 E. Santa Clara St, San Jose CA 95113  
Telephone No.: 408-793-5305  
Engineer in Charge: Titus Raceles  
Date Accepted: July 2, 2014

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Name of Bank  Address

Wells Fargo  2925 Woodside Rd
               Woodside, CA 94062

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Company: International Fidelity c/o Mr. Governors  
Address: 1625 El Camino Real, Belmont CA 94002

Company:  
Address:  

2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003  ADDENDUM #1
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder ___Casey Construction, Inc___ proposed subcontractor ___________________________ hereby certifies that he has ___X___, has not ___X___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor

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

Dated: 8/6/2014 

Bidder's Signature

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED BY THE BIDDER EITHER WITH THE BID PROPOSAL AT THE TIME OF THE BID OPENING OR BY THE SUCCESSFUL BIDDER, WITHIN 4 WORKING DAYS FOLLOWING THE BID OPENING.
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has / has not / been convicted within the preceding three years of any offenses referred to in that Section. These offenses include any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after “has” or “has not” in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

YES / NO

If the answer is yes, explain the circumstances in the following space:

________________________________________________________________________

________________________________________________________________________

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

WORKERS COMPENSATION REQUIREMENT

The Contractor hereby states that he is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he agrees to comply with such provisions before commencing the performance of the work of this Contract.

Signed by Representative of Bidder

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2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
AFFIDAVIT OF NONCOLLUSION

TITLE 23, UNITED STATES CODE, SECTION 112 NONCOLLUSION
AND PUBLIC CONTRACT CODE SECTION 7106

In accordance with Title 23, United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract on anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Statement, Questionnaire, and Non-collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire and Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

AFFIDAVIT OF NON-COLLUSION

State of California   } ss.
County of San Mateo  }

"I, [Name], being first duly sworn, deposes and says that he or she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication, or conferred with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract on anyone interested in the proposed Contract; that all statements contained in this bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

[Signature]

Contractor

Subscribed and sworn to before me this 5th day of August, 2014

[Notary Public]

Notary Public in and for the County of San Mateo, STATE OF CALIFORNIA

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2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
AFFIDAVIT OF NONCOLLUSION

TITLE 23, UNITED STATES CODE, SECTION 112 NONCOLLUSION AND PUBLIC CONTRACT CODE SECTION 7106

In accordance with Title 23, United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract on anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Statement, Questionnaire, and Non-collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire and Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

AFFIDAVIT OF NON-COLLUSION

State of California

County of __________________________

"I, __________________________, being first duly sworn, deposes and says that he or she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conferred with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in this bid are true; and, further, that the bidder has not, directly or indirectly submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

______________________________
Notary Public

Subscribed and sworn to before me this
________________________ day of __________________________, 20__

______________________________
Notary Public in and for the County of __________________________, STATE OF CALIFORNIA

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2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, they or any person associated therewith in the capacity of owner, partner, director, officer, manager (please check if applicable):

[✓] Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;
[✓] Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three (3) years;
[✓] Does not have a proposed debarment pending; and
[✓] Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space:

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

None

Note: Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal I further certify, under penalty of the perjury under the laws of the State of California that the Non-Collusion Affidavit, and the Debarment and Suspension Certification are true and correct.

Date: 8/6/14

(Mel Casey)

Signature of Bidder

Business Address (Street Address, City, State & Zip Code):
619 Sylvan Way
Emerald Hills, Ca 94062

Business Phone: (650) 369-1876
Fax No.: (650) 366-8578

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2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
ADDENDUM#1
CITY OF MENLO PARK

AFFIRMATIVE ACTION PROGRAM

(Bidders shall submit completed Compliance Report & Ethnic Characteristics Report with their bids or within 48 hours
after the bid opening if bidder is the lowest or second lowest bidder).

Please find attached a set of forms to be completed in response to the City of Menlo Park's
Affirmative Action Program. A copy of Resolution No. 2340, which sets out the Affirmative
Action Program and suggested Guidelines, is available at the Office of the Engineering Services
Manager. Included in each set are the following:

1. Compliance Report, which requires the bidder to answer certain questions on the status
   of his/her company concerning equal employment opportunities.

2. Ethnic make-up of the bidder's firm is also required. These forms are to be filled out for
two separate situations and are to be submitted with the Compliance Report. One form
is for the racial make-up of the company; and the other is for the estimated racial make-
up of the work force on the proposed job.

The following documents should be submitted to the City Clerk by the date indicated in the
Notice Inviting Sealed Bids:

Minority Employment Program:

a) A Compliance Report.

b) A copy of the bidder's statement outlining the company's policy of equal opportunity
   employment and the steps taken to implement this policy, including or accompanied by a
   certificate of non-discrimination (your company form).


If there are any questions regarding the Compliance Report, please call the Engineering
Division at (650) 330-6740.
CITY OF MENLO PARK
COMPLIANCE REPORT

Nondiscriminatory Employment Provisions

Prime Contractor and each subcontractor must complete this report. Submit original of this report to: Engineering Division, 701 Laurel Street, Menlo Park, CA 94025

PROJECT: 2013-2014 Water Main Replacement #77-003
NAME OF FIRM: Casey Construction PHONE: 650-369-1876
NAME OF PERSON TO CONTACT: Robin Riggins PHONE: 650-369-1876

Check One: Prime Contractor ☑ Subcontractor

COMPLETE THE FOLLOWING:

Part I

1. Full name and address of firm: Casey Construction, Inc.
   619 Sullivan Way
   Emerald Hills, CA 94062

2. Name and address of principal official:
   Mel & Marguerite Casey
   619 Sullivan Way
   Emerald Hills, CA 94062

3. Name and address of principal office of company:
   Casey Construction, Inc.
   619 Sullivan Way
   Emerald Hills, CA 94062

4. Name and address of parent company if an affiliated corporation:
   N/A

5. Name and address of prime Contractor: (complete only if this report is a subcontractor's report)
   N/A

6. Signature and title of authorized representative:
   President
   Date: 8/16/14

2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
ADDENDUM#1
Part II

Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry, and describe what steps have been taken to implement this policy.  

Part III (Circle the proper answer)

1. Yes No Have you informed company officials and representatives regarding the non-discrimination provisions of City of Menlo Park Contracts?

2. Yes No Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of a practice or employment pattern that might appear to be discriminatory and based upon race, religion or national origin? Are they non-discriminatory?

3. Yes No Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees?
   a. _____ How many people participate in these programs?
   b. _____ How many are minorities?

4. Yes No Does your "Help Wanted" advertisement state that you are an equal opportunity employer?

5. Yes No Are any apprentices obtained from sources outside the employer's work force? If yes, have you circulated information about apprenticeship openings or opportunities to the following?
   Yes No State employment offices.
   Yes No Newspapers or other media.
   Yes No High schools, including those in minority group areas.
   Yes No Local trade or vocational schools, including those with minority group students.
   Yes No Agencies and/or organization specializing in minority employment.
   Yes No Federal or state apprenticeship representative. Who?

6. Yes No If you are a prime Contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the non-discrimination provisions of City of Menlo Park contracts? Explain: ________

7. Yes No Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin?

8. Identify (names and addresses) the employment agencies, personnel recruitment organizations, newspaper advertising or other non-union sources from which the company recruits its personnel: ______

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2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003

ADDENDUM#1
August 6, 2014

Casey Construction, Inc. hands out the attached letter with all applications of employment.

Robin Riggins
Office Manager

General Engineering & Building Contractor
CA. LIC. 798190-A, B, Haz
EQUAL OPPORTUNITY EMPLOYMENT

Casey Construction, Inc. is an equal employment opportunity organization to all persons without regard to race, creed, color, national origin or ancestry.

Your application for employment is reviewed without regard to your ethnicity.

Mel Casey
President
Part IV

1. Yes  No  Have you a collective bargaining agreement with a labor union or other organization? If yes, specify the union(s) or organization(s).

2. Yes  No  Have you advised the labor union and/or worker organization of the company's responsibility under the non-discrimination provisions of City contracts?

3. %  Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions? Explain procedure for hiring balance: ____________________________

4. Yes  No  Does the company's collective bargaining agreement or other Contract understanding with a labor union (or unions) or other worker's organization include a provision for non-discrimination in employment?

5. Yes  No  Is there any labor union or worker's organization policy which prevents you from fulfilling your obligations under the non-discrimination provisions of City Contracts? If so, specify: ____________________________

6. Specify the trade(s) or craft(s) involved in this Contract: N/A

7. Use this space for additional comments on any answers you have provided and attach separate sheet if necessary.
ETRACIC CHARACTERISTICS REPORT

(To Be Submitted with Original Bid)

PERMANENT MAKE-UP OF COMPANY

NAME OF FIRM: Casey Construction, Inc
PROJECT: 2013-2014 WATER MAIN DATE SUBMITTED: 8/16/14
NAME OF PERSON SUBMITTING FORM: Mel Casey

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis () for each classification.

<table>
<thead>
<tr>
<th>JOB CLASSIFICATION</th>
<th>Total of All Employees</th>
<th>American-Indian or Native Alaskan</th>
<th>Asian</th>
<th>Black American or African American</th>
<th>Caucasian</th>
<th>Filipino</th>
<th>Hispanic or Latino (1)</th>
<th>Other (2)</th>
<th>Unidentified</th>
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<tbody>
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<td>1. Officials &amp; Managers</td>
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<td>3. Clerical &amp; Office</td>
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<td>6. Unskilled-specified trade</td>
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<tr>
<td>7. TOTAL - Items 1 thru 6</td>
<td>24</td>
<td></td>
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<td></td>
<td>11</td>
<td>13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The data below should also be included in the figures for the appropriate occupational categories above.

<table>
<thead>
<tr>
<th>On-the-job Training</th>
<th>White Collar</th>
<th>Production</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The term Hispanic includes all persons of Mexican, Puerto Rican, Cuban, or Spanish origin. Report only employees enrolled in formal on-the-job training programs.

P-23

2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003 ADDENDUM#1
ETHNIC CHARACTERISTICS REPORT

REPORT FOR PROJECT
Complete this form by estimating the ethnic make-up of the workforce for the project being bid.
NAME OF FIRM: Casey Construction, Inc
PROJECT: 2013-14 Water Main DATE SUBMITTED: 8/6/14
PERSON SUBMITTING FORM: Mel Casey

Be sure to include all employees in first column, not just minorities.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>TOTAL OF EMPLOYEES</th>
<th>BLACK</th>
<th>ASIAN</th>
<th>AMERICAN INDIAN</th>
<th>HISPANIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Officials &amp; Managers</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Professionals</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3. Clerical &amp; Office</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Field Supervisor</td>
<td>2</td>
<td></td>
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<tr>
<td>5. Skilled-specify trade</td>
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<td>a.</td>
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<td>b.</td>
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<td>c.</td>
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<td>d.</td>
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<tr>
<td>6. Unskilled-specify trade</td>
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<tr>
<td>a.</td>
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<tr>
<td>7. TOTAL - Items 1 thru 6</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td>13</td>
</tr>
</tbody>
</table>

The data below should also be included in the figures for the appropriate occupational categories above anticipated as the workforce for this project.

<table>
<thead>
<tr>
<th>On-the-job Training</th>
<th>White Collar</th>
<th>Production</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

The term Hispanic includes all persons of Mexican, Puerto Rican, Cuban, or Spanish origin.
Report only employees enrolled in formal on-the-job training programs.
CITY OF MENLO PARK
STATE OF CALIFORNIA

BID BOND

Note: Bidders may use this form as the Bid Bond to accompany proposals or may substitute standardized bond forms prepared by their surety. If substitute forms are submitted, the following text shall be included.

KNOW ALL PERSONS BY THESE PRESENTS, that we, Casey Construction, Inc., as
Principal, and International Fidelity Insurance Company, as
Surety, are held and firmly bound unto the City of Menlo Park, hereinafter called "City", in penal
sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted
to the said City for the work described below for the payment of which sum in lawful money of the
United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
Main Replacement Project No. 77-003.

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for
the opening of bids, and if the Principal is awarded the Contract and shall within the period
specified in the Proposal after receiving notice that the Contract has been awarded and the
prescribed forms are presented to him/her for signature, enter in a written Contract with the City,
in accordance with the Proposal as accepted and give insurance and bond with good and
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment
of such Contract and for the payment for labor and materials used for the performance of the
Contract, or in the event of the withdrawal of said Proposal within the period specified or the
failure to enter into such Contract and give such City bonds, within the time specified, if the
Principal shall pay the City the difference between the amount specified in said Proposal and the
amount for which the City may procure the required work and/or supplies, if the latter amount be
in excess of the former, together with all costs incurred by the City in again calling for bids, then
the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract on the call for bids, or to the work to be
performed thereunder, or the specifications accompanying the same, shall in anywise affect its
obligation under this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the
specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall
pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by
the court.

BB-1

2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 23rd day of July 2014, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Corporate Seal) Principal Casey Construction, Inc.
By: [Signature]
Title: G.M.

(Acknowledgment) Surety International Fidelity Insurance Company
By: [Signature] Attorneys-In-Fact

(Corporate Seal) Title: Mary Baez, Attorney-in-Fact

(Acknowledgment)
ACKNOWLEDGMENT

State of California
County of _______San Mateo_______)

On _______July 23, 2014_______ before me, Deborah M. Knipp, Notary Public
(insert name and title of the officer)

personally appeared ______Mary Baez______, 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)

[Signature]

DEBORAH M. KNIPP
COMM. #1979771
Notary Public - California
San Mateo County
My Comm. Expires May 26, 2016
POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

GREG MCCARTNEY, MARY BAEZ

Belmont, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and all the Corporation's seal thereon, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certificate given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether herebefore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on the 12th day of March, 2012.

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY VAZQUEZ
PUBLIC NOTARY
STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 23rd day of July, 2014

MARIAR BRANCO, Assistant Secretary
ACKNOWLEDGMENT

State of California
County of San Mateo

On August 1, 2014 before me, Deborah M. Knipp, Notary Public
(insert name and title of the officer)

personally appeared James G. McGrillen, 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 [Signature]
(Seal)
CITY OF MENLO PARK
STATE OF CALIFORNIA

ALTERNATE FORM OF BID DEPOSIT

N/A

Note: Bidders may use this form as the Bid Deposit to accompany proposals when submitting a cashier’s check or a certified check, which must accompany this form.

KNOW ALL PERSONS BY THESE PRESENTS, that we, ______________, as Principal, are held and firmly bound unto the City of Menlo Park, hereinafter called “City”, in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE EXACT FORM OF THIS DEPOSIT is as hereby described as: ____________________________

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying Proposal dated ___________________, 20__, for the " 2013 -14 Water Main Replacement Project No. 77-003.

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the Contract and shall within the period specified in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms are presented to him/her for signature, enter in a written Contract with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such Contract and give such City bonds, within the time specified, if the Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Principal hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this Deposit by the City and judgment is recovered, all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court shall also be added to the judgment award and be payable from the funds or instrument constituting this Deposit.

ABD-1

2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003

ADDENDUM#1
IN WITNESS WHEREOF, the above-bounded party has executed this instrument on this ______ day of _______________________, 20__, the name, and corporate seal if a corporation, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) By: _________________________________

Name: _________________________________

(Acknowledgment) Title: _________________________________

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA } ss.
COUNTY OF __________ } ss.

On ____________, before me, _________________________________, a Notary Public, personally appeared _________________________________, personally known to me (or 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 they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

________________________________________
Notary Public

(Seal)

ABD-2
2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003 ADDENDUM #1
## Company Experience

### City of Palo Alto
Frank Alvarado - 650-496-6982  
frank.alvarado@cityofpaloalto.org  
250 Hamilton Avenue  
P.O.Box 10250  
Palo Alto, Ca. 94301

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater Collection System Maintenance</td>
<td>2,073,087.00</td>
<td>In progress</td>
</tr>
<tr>
<td>Site Work at Gas Receiving Station</td>
<td>45,840.00</td>
<td>Completed 2014</td>
</tr>
<tr>
<td>Storm Drain Rehab &amp; Trash Capture Installation</td>
<td>93,794.66</td>
<td>Completed 2012</td>
</tr>
<tr>
<td>2009-2012 Utility Trench (3 yr project)</td>
<td>1,910,227.13</td>
<td>Completed 2012</td>
</tr>
<tr>
<td>Storm Drain Rehabilitation (12&quot; &amp; 15&quot; pipe)</td>
<td>183,951.21</td>
<td>Completed 2011</td>
</tr>
<tr>
<td>Raw Sewage Valve Replacement</td>
<td>450,814.40</td>
<td>Completed 2009</td>
</tr>
<tr>
<td>Storm Drain Rehab (12&quot;, 15&quot;, 27&quot; pipe)</td>
<td>350,483.20</td>
<td>Completed 2009</td>
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<tr>
<td>Storm Drain Sewer Rehab (10&quot;, 12&quot;, 15&quot; pipe)</td>
<td>585,034.00</td>
<td>Completed 2007</td>
</tr>
<tr>
<td>Water &amp; Wastewater Operations Serv. 2004-07 (6&quot;, 15&quot; pipe)</td>
<td>722,978.00</td>
<td>Completed 2007</td>
</tr>
<tr>
<td>Adobe Pump Station (36&quot; pipe)</td>
<td>758,247.00</td>
<td>Completed 2007</td>
</tr>
</tbody>
</table>

### City of Redwood City
Jimmy Tan - 650-780-7397  
jtan@redwoodcity.org  
1017 Middlefield Road  
Redwood City, Ca. 94063

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-2014 Sewer Rehabilitation</td>
<td>829,516.00</td>
<td>In progress</td>
</tr>
<tr>
<td>2013-2014 Water Main Replacement</td>
<td>859,820.00</td>
<td>Completed 2013</td>
</tr>
<tr>
<td>2012-2013 Water Main Replacement</td>
<td>846,040.25</td>
<td>Completed 2013</td>
</tr>
<tr>
<td>Pump Station 25</td>
<td>156,844.04</td>
<td>Completed 2012</td>
</tr>
<tr>
<td>Pump Station 14</td>
<td>386,668.36</td>
<td>Completed 2012</td>
</tr>
<tr>
<td>Sewer &amp; Water Main Rplc at Redwood, Norman &amp; Ebener</td>
<td>1,066,460.38</td>
<td>Completed 2012</td>
</tr>
<tr>
<td>2010-2011 Water Main Replacement</td>
<td>1,123,282.13</td>
<td>Completed 2011</td>
</tr>
<tr>
<td>Sanitary Sewer Pump Station #12</td>
<td>450,243.43</td>
<td>Completed 2010</td>
</tr>
<tr>
<td>2009-2010 Sewer Replacement – Hopkins Ave</td>
<td>337,693.07</td>
<td>Completed 2010</td>
</tr>
<tr>
<td>El Camino Sewer &amp; Water Main</td>
<td>246,816.00</td>
<td>Completed 2009</td>
</tr>
<tr>
<td>Lakeview Pump Station</td>
<td>589,272.00</td>
<td>Completed 2009</td>
</tr>
</tbody>
</table>

### City of San Jose
Linda Stewart - 408-535-8348  
linda.stewart@sanjoseca.gov  
Department of Public Works  
801 N. 1st Street, RM#300  
San Jose, CA 95110

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Miscellaneous Sanitary Sewer Reairs</td>
<td>794,679.00</td>
<td>In progress</td>
</tr>
<tr>
<td>W Virginia &amp; Hull Sanitary Sewer</td>
<td>680,000.00</td>
<td>Completed 2014</td>
</tr>
<tr>
<td>Arroyo De Platina Sewer</td>
<td>902,599.00</td>
<td>Completed 2014</td>
</tr>
<tr>
<td>Bikini Ave &amp; Sunncrest Circle Sewer</td>
<td>823,434.00</td>
<td>Completed 2013</td>
</tr>
<tr>
<td>Bagely Way Sanitary Sewer</td>
<td>470,736.55</td>
<td>Completed 2013</td>
</tr>
<tr>
<td>Misc. Sanitary Sewer Repairs</td>
<td>392,907.08</td>
<td>Completed 2012</td>
</tr>
</tbody>
</table>
Novo Construction
Kevin Ho – 415-932-5916
kho@novoconstruction.com
608 Folsom St
San Francisco, Ca. 94107
**LA Fitness, sewer, storm drain, fire service, water service 363,756.45 Completed 2013

City of Millbrae
Florian Ebo – 650-259-2446
febo@ci.millbrae.ca.us
621 Magnolia Ave.
Millbrae, Ca. 94030
**2012 Water Main Replacement 377,674.90 Completed 2013
**Sewer Replacement at 151 El Camino Real 130,823.69 Completed 2009

City of Belmont
Gilbert Yau – 650-595-7467
gyau@belmont.gov
One Twin Pines Lane
Belmont, CA 94002
**Sanitary Sewer Rehab – Pipe Bursting-Open Excavation 350,270.20 Completed 2013
**2011 Storm Drain Improvements 464,198.75 Completed 2012
**Alameda De Las Pulgas Creek Stabilization 97,492.00 Completed 2005
**Ralston Ave. Retaining Wall 790,822.28 Completed 2005
**North Road Pump Station 354,000.00 Completed 2002
**Lassen Drive - Retaining Wall Replacement 257,142.00 Completed 5/2002
**Ralston Ave. - Storm Liner 30,000.00 Completed 5/2001
**Arbor Ave. - Sewer System 45,000.00 Completed 7/2001
**Various Locations - Sewer Spot Repair 80,000.00 Completed 10/2000
**Water Dog Lake - Storm Drain (Joint Trench) 61,000.00 Completed 11/2000

City of San Carlos
Chris Zanoni – 650-802-4146
czanoni@cityofsancarlos.org
600 Elm Street
San Carlos, CA 94070
**1023 Inverness sewer 3200.00 Completed 2013
**2401 Graceland sewer 5935.00 Completed 2013
**1540 Morse sewer 3385.00 Completed 2013
**1541 Morse sewer 3385.00 Completed 2013
**2 Plymouth sewer 4250.00 Completed 2013
**161 Industrial sewer 10,995.00 Completed 2012
**Carmelita, Shelford & Wessex sewers 13,250.00 Completed 2012
**630 Prospect sewer 7330.00 Completed 2012
**1442 Chestnut sewer 2100.00 Completed 2012
**1393 Oakhurst sewer 3200.00 Completed 2012
**1053 Lupin Sewer 2100.00 Completed 2012
**1320 Greenwood sewer 2900.00 Completed 2011
**Acacia, Hull & Elm sewers 15,630.00 Completed 2011
**1537 Howard Sewer 4850.00 Completed 2011
**1033 Walnut Sewer 4240.00 Completed 2011
**1026 Lupin sewer 3150.00 Completed 2010
**1000-1050 Drake Court Landslide clean-up 7688.39 Completed 2010
Jefferson Elementary School District
Rick Young – 650-991-1346
ryoung@jsd.k12.ca.us
101 Lincoln Ave.
Daly City, Ca. 94015
**Maintenance Yard New Central Kitchen 33,390.58 Completed 2012
**New Classroom at Marjorie H Tobias School 107,224.00 Completed 2009
**2008 New Relocatable Classrooms 414,384.40 Completed 2008
**Washington High School Relocatable Classroom 45,354.00 Completed 2006

West Valley Sanitation District
Jonathan Lee - 408-378-2407
jlee@westvalleysan.org
100 E Sunnyoaks Ave
Campbell, Ca. 95008
**Hoffman Ave Sewer Extension 161,822.71 Completed 2011

Town of Hillsborough
David Bishop - 650-375-7415
dbishop@hillsborough.net
1600 Floribunda Ave.
Hillsborough, CA 94010
**Miscellaneous Storm Drain Repairs 38,439.00 Completed 2012
**Woodridge Road Slide Repair 156,280.20 Completed 2011
**Culebra Water Main Replacement 300,180.00 Completed 2002
**Laurent Slide Utility Repair 93,014.00 Complete 2002

Sacred Heart Schools
Sandy Dubinsky – 650-473-3281
sdubinsky@shschools.org
150 Valparaiso Ave
Atherton, CA 94027
**Gate House Utilities 92,280.00 Completed 2011
**Sanitary Sewer Project 141,514.47 Completed 2010
**St. Joseph’s Sewer Improvement (6”, 8” pipe) 624,317.00 Completed 2007

Colony Landscape
Simon Parrott - 408-941-1090
simon@colonylandscape.com
4911 Spreckles Ave.
Alviso, Ca. 95002
**Sacred Heart Storm Drain & Sewer Installation 336,789.36 Completed 2011

Town of Portola Valley
Howard Young – 650-851-1700
hyoung@portolavalley.net
765 Portola Road
Portola Valley, Ca. 94028
**Alpine Road Slip Line 15,905.00 Completed 2012
**Town Center on Portola Road Slip Line 22,300.00 Completed 2011
**418 Portola Road Slip Line 14,740.00 Completed 2011
**Minoca & Cervantes Storm Drain 6,000.00 Completed 2011
**Grove Court 18,470.00 Completed 2011
**1135 Portola Rd/Alpine & Arastradero Rd 21,010.00 Completed 2011
KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, a Municipal Corporation, has awarded to [Casey Construction, Inc.], hereinafter designated as the "Principal," a Contract for the 2013-2014 Water Main Replacement Project No. 77-003, and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, to secure payment of claims of laborers, mechanics, or material persons employed on work under said Contract Agreement, as provided by law.

NOW, THEREFORE, we the undersigned Principal and [International Fidelity Insurance Company] as Surety, are held and firmly bound unto the City of Menlo Park in the sum of [One Million Two Hundred Twenty-Five Thousand Five Hundred Five and No/100 DOLLARS ($1,225,505.00)], said sum being equal to the estimated amount payable by said City of Menlo Park under the terms of the Contract Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and their subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be voided. In case suit is brought upon this bond, said Surety will pay a reasonable attorney’s fee to be fixed by the court.
This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assignees in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plan, Standard Specifications, Special Provisions and other Contract Agreement documents, no change, extension of time, alteration or addition to the terms of the Contractual Agreement, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractual Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this 26th day of August, 2014 the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal Casey Construction, Inc.
By: ____________________________
Title: President

Surety International Fidelity Insurance Company
By: ____________________________
Title: Greg McCartney, Attorney-in-Fact

(Acknowledgment)

(Acknowledgment)

(Approved as to form)

City

PAB-2

2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA } ss.
COUNTY OF ____________

On ________________, before me ________________________, a Notary Public, personally appeared ________________________, personally known to me (or 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 they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____________________________
Notary Public

(Seal)

PAB-3
2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003

SEE ATTACHED
ACKNOWLEDGMENT

State of California
County of San Mateo

On August 27, 2014 before me, Deborah M. Knipp, Notary Public
(insert name and title of the officer)

personally appeared Mel Casey
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 [Signature]

(Seal)
ACKNOWLEDGMENT

State of California
County of San Mateo

On August 26, 2014 before me, Deborah M. Knipp, Notary Public
(insert name and title of the officer)

personally appeared Greg McCartney
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 Deborah M. Knipp (Seal)
POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

CNE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

GREG MCCARTNEY, MARY BAEZ

Belmont, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract, or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, the same being such signature and seals when so used whether herebefore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 27th day of March, 2012.

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY VAZQUEZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copies of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 26th day of August, 2014

MARCIA BRANCO, Assistant Secretary
KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, State of California, has awarded to ___________________________  
Casey Construction, Inc. ___________________________, hereinafter designated as the "Principal," a Contract for the 2013-2014 Water Main Replacement Project, and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we the Principal, and International Fidelity Insurance Company ___________________________, as Surety, are held and firmly bound unto the City of Menlo Park in the penal sum of One Million Two Hundred Twenty-Five Thousand Five Hundred Five and No/100 DOLLARS ($1,225,505.00), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said Contract Agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Menlo Park, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions and other Contract Documents, no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

PFB-1  
2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 26th day of August, 2014, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) Principal  Casey Construction, Inc.

(Acknowledgment) By:  

(Corporate Seal) Title:  President

(Acknowledgment) Surety  International Fidelity Insurance Company

(Seal) By:  

(Acknowledgment) Attorneys-in-fact

(Witness) Title: Greg McCartney, Attorney-in-Fact

Approved as to form:

City

2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003
NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA  } ss.
COUNTY OF ____________

On __________________, before me, __________________, a Notary Public, personally appeared ______________________, personally known to me (or 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 they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_________________________________________

Notary Public

(Seal)

PFB-3
2013-14 WATER MAIN REPLACEMENT PROJECT NO. 77-003

SEE ATTACHED
ACKNOWLEDGMENT

State of California
County of San Mateo

On August 26, 2014 before me, Deborah M. Knipp, Notary Public
(inset name and title of the officer)

personally appeared Greg McCartney
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)
ACKNOWLEDGMENT

State of California
County of ________ San Mateo ________

On ________ August 27, 2014 ________ before me, Deborah M. Knipp, Notary Public
(insert name and title of the officer)

personally appeared ________ Mel Casey ________
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 ________ Deborah M. Knipp ________ (Seal)

COMM. #1979771
Notary Public - California
San Mateo County
My Comm. Expires May 26, 2016
CONTRACT COVER SHEET

Public Works Department

☐ New Contract  ☐ Amendment

AGREEMENT INFO

Contractor: Casey Construction, Inc.

Title: 2013-2014 Water Main Replacement Project

Purpose:
installing approximately one-half mile of new water main along Trinity Drive (located between Tioga Drive and Klamath Drive) and Trinity Court. These new water mains will replace existing asbestos cement water mains that had major breaks three times in the last six-years.

FINANCIAL INFO

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Contingency</th>
<th>Total</th>
<th>Budgeted Yr</th>
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<tbody>
<tr>
<td>$1,225,505.00</td>
<td>$184,000.00</td>
<td>$1,409,505.00</td>
<td>FY 2014/2015</td>
</tr>
</tbody>
</table>

Approved Budget | Current Expenses | Available Budget

Required Approval: Construction: Accumulated amt. $56,001 & over- City Mgr. & Council

<table>
<thead>
<tr>
<th>Amount</th>
<th>Fund</th>
<th>Program</th>
<th>Project Name &amp; No.</th>
<th>Account</th>
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<td>$1,409,505.00</td>
<td>855</td>
<td>20101-Facility/Field Cap. Prj.</td>
<td>77-003</td>
<td>5601-Construction</td>
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COMMENTS

ATTACHED ITEMS

☑ Three (3) Agreement(s)  ☑ Performance Bond  ☑ Payment Bond  ☑ Staff Report  ☒ PO

☐ Prior Agreement/Amendment(s) for reference  ☐ Other

APPROVAL

Requested By: Marvin Smitherman  Supervisor: Ruben Niño

Business Manager: [Signature]

Asst. PW Dir. or Eng./Tranp. Mgr.: [Signature]

Public Works Director: [Signature]

Final Signature Required By: Alex D. McIntyre, City Manager
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 08/25/2014

**Producer:** Neilson & Phillips Insurance Services, Inc  
2208 Plaza Drive  
Suite 115  
Rocklin, CA 95765

**Contact Name:** Neilson & Phillips Insurance Services  
**Phone:** (916) 380-5952  
**Fax:** (916) 380-5953  
**E-mail Address:** todd@neilson-phillips.com

**Insured:** Casey Construction Inc.  
619 Sylvan Way  
Emerald Hills, CA 94062

**Coverages**

<table>
<thead>
<tr>
<th>LTR</th>
<th>Type of Insurance</th>
<th>Insureds (if any)</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
<td>X</td>
<td>AES1027724</td>
<td>09/01/2013</td>
<td>09/01/2014</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence): $100,000</td>
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<tr>
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<td></td>
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<td>MED EXP (Any one person): $5,000</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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<tr>
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<td>GENERAL AGGREGATE: $2,000,000</td>
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<td>PRODUCTS - COMPOP AGG: $2,000,000</td>
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<tr>
<td>B</td>
<td>Umbrella Liability</td>
<td>X</td>
<td>XS3305942</td>
<td>06/04/2014</td>
<td>12/01/2014</td>
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<td></td>
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<td>AGGREGATE: $1,000,000</td>
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</table>

**Description of Operations (Attach ACORD 101, Additional Remarks Schedule, if more space is required):**

- **Cancellation Exception:** 10 Days Notice for Non-Payment of Premium. 30 Days Notice Will Be Sent Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thereof.

**Cancelling Policy:** Project/Location: 2013-2014 Water Main Replacement Project #77-003.

The City of Menlo Park, its officials and employees are named as additional insured per attached GL. Ongoing & Completed Ops endorsements in respects to activities performed for the City or on behalf of the named insured.

**Certificate Holder:**

City of Menlo Park  
701 Laurel St  
Menlo Park, CA 94025

**Authorized Representative:**
Policy Number: AES1027724

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

2. “Bodily injury” or “property damage” occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>All persons or organizations where required by written contract with the Named Insured.</td>
<td></td>
</tr>
<tr>
<td>This form does not apply to your work on “residential property”</td>
<td></td>
</tr>
</tbody>
</table>

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

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

PRODUCER
Western Republic Ins. Services
PO Box 268
Huntington Beach CA 92648

INSURED
Casey Construction Inc
620 Handley Trail
Emerald Hills CA 94062

CONTACT NAME: Gabriel Stabin
PHONE: (888) 467-1718
FAX: (714) 536-0599
E-MAIL: info@wrinsurance.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Everest National Insurance Company

COVERAGES

<table>
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<tr>
<th>INSR LMT</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR INSR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF D/M/M/YYYY</th>
<th>POLICY Exp D/M/M/YYYY</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td>EACH OCCURRENCE</td>
<td>DAMAGE TO RENTED PREMISES</td>
<td>MED EXP (Any one person)</td>
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<tr>
<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
<td>POLICY</td>
<td>EXCEPT LOC</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
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<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
<td>COMBINED SINGLE LIMIT</td>
<td>BODILY INJURY (Per person)</td>
<td>BODILY INJURY (Per accident)</td>
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<td>EXCESS LIABILITY</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
<td>$</td>
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<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
Those usual to the insured's operations. Project: 2013-2014 Water Main Replacement Project #77-003.

CERTIFICATE HOLDER
City of Menlo Park
701 Laurel St
Menlo Park, CA 94025

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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