

**DOCUMENT 00 41 13
BID FORM**


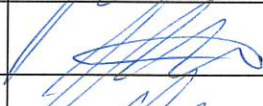


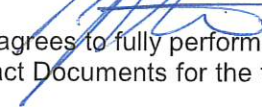
TO THE CITY OF FOSTER CITY

THIS BID IS SUBMITTED BY:

Shimmick Construction Company, Inc.
(Firm/Company Name)

Re: **Levee Improvement Project, CIP 301-657**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF FOSTER CITY** in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts the terms and conditions of the Contract Documents, Section 00 11 13 (Notice Inviting Bids), and Section 00 21 13 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined the Contract Documents, performed necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder
1	June 15, 2020	
2	May 22, 2020	
3	May 29, 2020	
4	June 5, 2020	
5	June 12, 2020	

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items shall be recorded on a lump sum bases in the Schedule of Bid Prices. Bid items are described in Section 01 29 73 (Schedule of Values). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	BID ITEM TOTAL
1.	Mobilization	\$ 3,000,000
2.	Bonds and Insurance	\$1,000,000
3.	Pedestrian and Traffic Control	\$2,000,000
4.	Work Planning and Submittals	\$ 200,000
5.	Erosion Control and SWPP Measures	\$ 2,000,000
6.	Temporary Shoring and Excavation Protection	\$ 400,000
7.	Coffer Dams and Dewatering	\$ 250,000
8.	Site Preparation, Clearing and Demolition	\$ 2,800,000
9.	Steel Sheet Pile Flood Walls with Concrete Cap (Control Line 1 STA 49+25 to STA 98+25)	\$3,000,000
10.	Steel Sheet Pile Flood Walls with Concrete Cap (Control Line 1 STA 102+59 to STA 188+00)	\$ 5,831,000
11.	Steel Sheet Pile Flood Walls with Concrete Cap (Control Line 1 STA 202+21 to STA 228+42)	\$ 2,000,000
12.	Steel Sheet Pile Flood Walls with Concrete Cap (Control Line 1 STA 252+58 to STA 306+13)	\$ 3,700,000
13.	Steel Sheet Pile Flood Walls with Concrete Cap (Control Line 1 STA 331+21 to STA 342+91)	\$ 700,000
14.	Corrosion Protection Stations	\$ 100,000
15.	Concrete Flood Walls (Control Line 1 STA 9+29 to STA 14+23)	\$ 800,000
16.	Concrete Flood Walls (Control Line 1 STA 44+18 to STA 102+59)	\$ 3,000,000
17.	Concrete Flood Walls (Control Line 1 STA 102+59 to STA 188+00)	\$ 700,000
18.	Concrete Flood Walls (Control Line 1 STA 202+21 to STA 228+42)	\$ 150,000
19.	Concrete Flood Walls (Control Line 1 STA 252+28 to STA 306+13)	\$ 700,000
20.	Concrete Flood Walls (Control Line 1 STA 306+23 to STA 331+09)	\$ 1,800,000
21.	Concrete Flood Walls (Control Line 1 STA 331+27 to STA 342+63)	\$ 100,000
22.	Public Shoreline Access Ramps, Stairs, Paths, and Associated Structures and Recreational Spaces	\$ 600,000
23.	Compacted Earthen Backfill and Levee Fill	\$4,200,000

ITEM	DESCRIPTION	BID ITEM TOTAL
24.	Rock Slope Protection	\$ 300,000
25.	Miscellaneous Concrete Walls and Structures not in Other Bid Items	\$ 50,000
26.	Flood Break Structures	\$ 400,000
27.	Mechanically Stabilized Earth Walls	\$ 3,600,000
28.	Lightweight Concrete Fill	\$ 4,300,000
29.	Bay Trail Access Ramps, Stairs, Paths, and Associated Structures	\$ 1,300,000
30.	Interior Landscaping	\$ 900,000
31.	Mitigation Planting	\$ 200,000
32.	Irrigation Systems	\$ 600,000
33.	Utility Relocation and Reconstruction	\$ 100,000
34.	Precast Decorative Panels	\$ 200,000
35.	Asphalt Concrete Trail Paving and Trail Markings	\$ 2,500,000
36.	Trail Shoulders	\$ 2,000,000
37.	Design-Build Vehicular Bridges	\$ 1,000,000
38.	Design-Build Pedestrian Bridge	\$ 250,000
39.	Guardrails and Handrails	\$ 1,000,000
40.	Directive Signs and Wayfinding Elements	\$ 60,000
41.	Outdoor Furniture and Recreational Elements	\$ 800,000
42.	Streetlight Replacement	\$ 500,000
43.	Restoration of Beach Park Boulevard	\$ 500,000
44.	Restoration of Improvements Damaged during Construction	\$ 1,000
45.	Plant Maintenance	\$ 325,000
46.	All Work of Contract Documents other than Work Separately Provided for under Other Bid Items	\$ 1,000
47.	Daily Rate for Compensable Delay	\$ 5,000 x 60 days = \$ 300,000
TOTAL		\$ 60,218,000

Total Bid Price:

Sixty Million Two Hundred Eighteen Thousand Dollars
 (Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Section 00 11 13 (Notice to Bidders) and Section 00 21 13 (Instruction to Bidders).
6. Failure to fill in a dollar figure for the daily rate for compensable delay renders a Bid non-responsive. The City will determine the apparent low Bidder based on the Total Bid Price, which includes the daily rate for compensable delay bid, multiplied by 60 days. In the event of a tie, preference will be given to the Bidder with the lowest proposed Contract Sum minus the compensable delay item.
7. Subcontractors for the Work are listed on Document 00 43 30 (Subcontractors List), submitted herewith.
8. The undersigned Bidder understands that City reserves the right to reject this Bid.
9. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Section 00 21 13 (Instructions to Bidders) within the times specified therein.
10. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
11. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Section 00 21 13 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF FOSTER CITY**.
12. The undersigned agrees that, in case of its default in executing the Contract and providing the necessary bonds and insurance after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the City as liquidated damages without proof of loss within ten (10) days of notice of such default by the City. At its discretion, the City may request that a certified copy of the Certificate of Authority of the Surety issued by the Insurance Commissioner of the State of California be submitted by the Surety to the City. Likewise, the City may also require the Surety to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the California Insurance Code. The Bond and the corporate Surety will be reviewed and subject to the approval of City's legal counsel.
13. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Section 00 72 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement).
14. The undersigned Bidder agrees that, in accordance with Section 00 72 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00.
15. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER:

licensed in accordance with an act for the registration of Contractors, and with license
number: 594575 Expiration: May 31, 2022

8201 Edgewater Drive Suite 202, Oakland, CA 94621 Steven Richards - President
(Place of Incorporation, if Applicable) (Principal)

W. Andrew Sloane - Vice President
(Principal)

Jeffrey Lessman - Secretary
(Principal)

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


(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 8201 Edgewater Drive, Suite 202
Oakland, CA 94621

Contractor's Representative(s): John White, NW Manager/Authorized Signatory
(Name/Title)

Fernando DeLeon, NW Operations Manager/Authorized Signatory
(Name/Title)
(Name/Title)

Officers Authorized to Sign Contracts Please see list attached
(Name/Title)
(Name/Title)
(Name/Title)

hCue

Report Name : Management Structure

Exported On : 3/20/2020

Entity Name: Shimmick Construction Company, Inc.

Name	Title	Title Role
DeLeon, Fernando	Authorized Signatory	Authorized Signatory
Groth, William	Authorized Signatory	Authorized Signatory
Lessman, Jeffrey	Authorized Signatory	Authorized Signatory
Randol, Edgar (Ed) T.	Authorized Signatory	Authorized Signatory
Rawlinson, Mark	Authorized Signatory	Authorized Signatory
Rose, Bob	Authorized Signatory	Authorized Signatory
Taddeo, Salvatore	Authorized Signatory	Authorized Signatory
Wheeler, Robert	Authorized Signatory	Authorized Signatory
White, John	Authorized Signatory	Authorized Signatory

**DOCUMENT 00 43 13
BID BOND**

KNOW ALL BY THESE PRESENTS:

That the undersigned

Shimmick Construction Company, Inc.

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **CITY OF FOSTER CITY, a California municipal corporation**, as obligee, in the penal sum of Ten Percent (10%) of Total Bid in Dollars (\$ 10% of Bid) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for **Foster City Levee Improvement Project (CIP 301-657)**.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Section 00 21 13 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

The Principal and Surety will pay unto the Owner the difference in money between the total amount of the Proposal of the Principal and the amount for which the Owner legally contracts with another party to fulfill the Contract if the latter amount exceeds the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Owner (City) and their respective heirs, executors, administrators, successors, and assigns.

The undersigned agrees that, in case of its default in executing the Contract and providing the necessary bonds and insurance after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the City as liquidated damages without proof of loss within ten (10) days of notice of such default by the City.

At its discretion, the City may request that a certified copy of the Certificate of Authority of the Surety issued by the Insurance Commissioner of the State of California be submitted by the Surety to the City. Likewise, the City may also require the Surety to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the California Insurance Code. The Bond and the corporate Surety will be reviewed and subject to the approval of Owner's legal counsel.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 23rd day of June, 2020.
(Month)

Shimmick Construction Company, Inc.

(Corporate Seal)

By  _____
Principal

By Liberty Mutual Insurance Company
Surety

(Corporate Seal)

By  _____
Regina Rangel, Attorney in Fact

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Los Angeles

On JUN 23 2020 before me, M.Gonzales, Notary Public, personally appeared Regina Rangel 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.

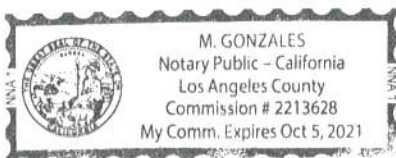
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

M. Gonzales, Notary Public



CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Solano)

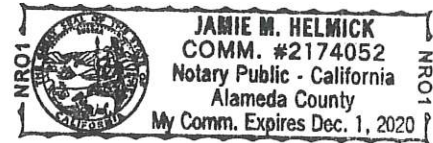
On June 23, 2020 before me, Jamie M. Helmick, Notary Public,
(here insert name and title of the officer)

personally appeared John White

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

Jamie M. Helmick

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)



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

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

Certificate No. 8202349-024017

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham, Martha Gonzales, My Hua, Mechelle Larkin, Kathy R. Mair, Joaquin Perez, Regina Rangel, Brenda Wong

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of October, 2019.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUN 23 2020 day of



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**DOCUMENT 00 43 14
BIDDER REGISTRATION FORM**

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # 594575

Date: Exp. Date 5/31/2022 Fed I.D. # 94-3107390

Full Corporate Name of Company: Shimmick Construction Company, Inc.

Street Address: 8201 Edgewater Drive, Suite 202, Oakland, CA 94621

Mailing Address: 1 Harbor Center, Suite 200, Suisun City, CA 94585

Phone: (707) 759-6858 Email: jmiranda@shimmick.com

Name of Principal Contact: John White

Type of Business: Sole Proprietor Partnership
 Non-Profit 501(c)(3) Corporation
 other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: ACE American Insurance Company

Address: 436 Walnut Street, Philadelphia, PA 19106

Phone and Email: (215) 640-1000

Policy Number: WLR-C66923320

General Liability:

Carrier: ACE American Insurance Company

Address: 436 Walnut Street, Philadelphia, PA 19106

Phone and Email: (215) 640-1000

Policy Number: HDO G7123311A

Policy Limits: \$ \$2,000,000 each occurrence, \$4,000,000 aggregate

A.M. Best Rating: A++ XV

Automobile Liability:

Carrier: ACE American Insurance Company

Address: 436 Walnut Street, Philadelphia, PA 19106

Phone and Email: (215) 640-1000

Policy Number: ISAH25301730

Policy Limits: \$ 1,000,000

A.M. Best Rating: A++ XV

All-risk Course of Construction (if applicable, as required by Section 00 73 16 – Insurance and Indemnification):

Carrier: Liberty Mutual Insurance Company

Address: 175 Berkeley Street Boston, MA 02117

Phone and Email: (617) 357-9500

Policy Number: MK2L9L471328020

Policy Limits: \$ Varies by project

A.M. Best Rating: A XV

Professional Liability (if applicable, as required by Section 00 73 16 – Insurance and Indemnification):

Carrier: Steadfast Insurance Company

Address: 1299 Zurich Way, Schaumburg, Ill 60196-1056

Phone and Email: 800-987-3373

Policy Number: EOC 1070146-03

Policy Limits: \$ 25,000,000

A.M. Best Rating: A+ XV

Pollution Legal Liability Insurance (if applicable, as required by Section 00 73 16 – Insurance and Indemnification):

Carrier: AIG Specialty Insurance Company

Address: 175 Water Street, 18th Floor, New York, NY 10038


Phone and Email: (212) 770-7000

Policy Number: CPL 1814870

Policy Limits: \$ 25,000,000 per occurrence, \$50,000,000 aggregate

A.M. Best Rating: AXV

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.



SIGNATURE

June 30, 2020

DATE

SAFETY EXPERIENCE

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

[2019] 0.54 [2018] 0.55 [2017] 0.54

2. Use Bidder's last year's Cal/OSHA 301 log to fill in the following number of injuries and illnesses:

a. Number of lost workday cases 3

b. Number of medical treatment cases 8

c. Number of fatalities 0


3. Employee hours worked last year 758,890

4. State the name of Bidder's safety engineer/manager: Ike Riser

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: 
Signature

Its: John White, NW Manager / Authorized Signatory
Title

Date June 30, 2020

END OF DOCUMENT

Ike Riser

Executive Safety Director

Responsibilities include maintaining companywide compliance with the Shimmick Injury Illness Prevention Program as well as compliance with Occupational Safety and Health Administration (OSHA) standards. Oversee the safe construction of rail installation and modification, transit facility structures, sewage/water treatment plant structures, cut and cover deep box structures, pump station structures, and pipeline structures. Responsible for overseeing ten safety managers, Jobsite Safety, Fleet Safety, HR/Safety training, Worker's Compensation, General Liability, and Auto claims, Loss Prevention, Fire prevention, Accident investigations, and implementation of corporate loss control programs, daily job site audits and inspections, and the daily safe operations of all company job sites.

RELEVANT PROJECT EXPERIENCE

Shimmick Construction Company, Inc: Safety Director. Ike Riser, Safety Director of Shimmick Construction Co., Inc., is a registered safety professional with over 35 years of extensive experience in the construction industry. Responsibilities include maintaining companywide compliance with SCCI Injury Illness Prevention Program as well as compliance with Occupational Safety and Health Administration (OSHA) standards and Environmental Protection Agency (EPA). Instrumental in the safe construction of light rail transit facility structures, sewage/water treatment plant structures, cut and cover deep box structures, pump station structures, and pipeline structures. Responsible for overseeing seven safety managers, Jobsite Safety, Fleet Safety, HR/Safety training, Worker's Compensation, General Liability, and Auto claims, Loss Prevention, Fire prevention, Accident investigations, and implementation of corporate loss control programs, daily job site audits and inspections, and the daily safe operations of all company job sites.

Shimmick Construction Company, Inc: Safety Manager. Ike Riser, Safety Manager of the CEMOF Project. Responsible for the implementation and maintenance of the Shimmick Health and Safety Program. Responsibilities included maintaining compliance with Cal OSHA Construction Safety Orders, SCCI Injury Illness Prevention Program, and company policy and procedures. Focused on job site safety, including but not limited to all subcontractor craft personnel and the development and maintenance of site-specific health and safety plans.

Third Street Light Rail Transit: Project Superintendent. Third Street Light Rail Transit, MR-1144, San Francisco, CA. Supervised two carpenter crews in the form design and construction of light rail passenger loading platforms and retaining walls on a \$36 million San Francisco MUNI Transit Project.



YEARS OF EXPERIENCE

40 years

AGC California – Safety Professional of the Year 2012

EDUCATION / REGISTRATION

Certified Safety Professional (C.S.P.) Candidate

Construction Health & Safety Technician (C.H.S.T.)

Construction Risk and Insurance Specialist (CRIS)

Safety Trained Supervisor (STS)

General Building Contractor Contractors State License Board - No. 530215

University of San Diego Registered Safety Professional (RSP)

Columbia Southern University (AA- Occupational Safety and Health)

Rock School of Ministry (Degree -Theological Studies)

National Safety Council (NSC) – Certified FA/CPR Instructor

Certified Cal/Train Instructor – Roadway Worker Certifications

Skyline College San Bruno - Business Administration

TRAINING AND CERTIFICATION

- Construction Management Certification (EUCA)
- Certified OSHA Outreach Trainer – OSHA 30/10 hour (UCSD)
- Certified First Aid, CPR/AED Instructor (National Safety Council)
- Practices of Workers Compensation (Lorman)
- Accident Investigation Techniques (Zurich)
- EM385 Certification (UCSD)
- HazWoper 40 Hour Safety Trained (Compliance Solutions)
- Fundamentals of Rigging/Train the Trainer (UCSD)
- Synthetic Lifting Products Training (Lift-It)
- Flagger Instructor (SFSSA)
- Traffic Control Supervisor (SFSSA)
- Respiratory Protection and Fit Testing (RDCEs)
- Certified OSHA 500 Construction 30/10 hour Instructor (UCSD)
- High Voltage Electrical Safety (UCSD)
- Electrical Standards-OSHA 3095 (UCSD)
- Trenching and Excavation Competency (BDCC)
- Confined Space Awareness (BDCC)
- Evaluating High Hazards and Controls (Zurich)

**DOCUMENT 00 43 30
SUBCONTRACTORS LIST**

The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Percentage of Prime Bid	Subcontractor's License No.	DIR Registration Number*
Geo-cell solutions, Inc. Fresno, CA	Light-weight concrete		938053	1000001454
Jeffco Painting + coating, Inc. Vallejo, CA	Painting + coating	1.5%	364702	1000001665
Brightview Landscape services Inc. Calabasas, CA	Landscape	3.6%	266211	1000005364
Pacific Steel Group San Diego, CA	Rebar		997880	1000004101
Tennyson Electric, Inc. Livermore, CA	Electrical	1.3%	717998	1000013487
O.C. Jones and Sons, Inc. Berkeley, CA	ac Paving	2.0%	759729	1000002320
Ghilotti Bros, Inc. San Rafael, CA	DG Paving, concrete flatwork	4.8%	132128	1000001037
CMC Steel Fabricators Inc. Commercial Metals Co. DBA CMC Rebar Tracy, CA	Rebar	3.1%	778010	1000000298

(JW)

(JW)

(Bidder to attach additional sheets if necessary)

* Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

END OF DOCUMENT

**DOCUMENT 00 43 30
SUBCONTRACTORS LIST**

The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

Name of Subcontractor and Location of Place of Business	Description of Work	Percentage of Prime Bid	Subcontractor's License No.	DIR Registration Number*
Cell-Crete Corporation, Inc. Monrovia, CA	Lightweight concrete	4.3%	243404	1000000262

(Bidder to attach additional sheets if necessary)

* Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

END OF DOCUMENT

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DOCUMENT 00 45 19
NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF Solano)

John White, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he ~~or she~~ is
NW Manager / Authorized Signatory
(Office of Affiant)

of Shimmick Construction Company, Inc., the party
(Name of Bidder)

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 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, and 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 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 Owner, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its 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.

Executed under penalty of perjury under the laws of the State of California:

Shimmick Construction Company, Inc.
(Name of Bidder)

[Signature]
(Signature of Principal)

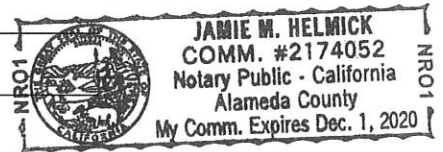
Subscribed and sworn before me Jamie M. Helmick, Notary Public

This 30th day of June, 2020

Notary Public of the State of California

In and for the County of Alameda

My Commission expires December 1, 2020
(Seal)



- NOTE:** If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.
- NOTE:** If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- NOTE:** If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.
- NOTE:** Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

END OF DOCUMENT

**DOCUMENT 00 45 46
BIDDER CERTIFICATIONS**

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to City as set forth in sections 1 through 8 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 1773 that requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing Work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 and Contractor and Subcontractors are eligible to bid and work on public works projects.

5. CERTIFICATION OF COMPLIANCE WITH SAFETY REGULATIONS

By my signature hereunder, as the Contractor, I certify that I am aware of Cal/OSHA Title 8 regulations in the California Code of Regulations (T8 CCR), and the California Labor Code, and Contractor and Subcontractors agree to comply with all Construction Safety Orders.

6. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

7. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never 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, except as indicated on the separate sheet attached hereto titled "Previous

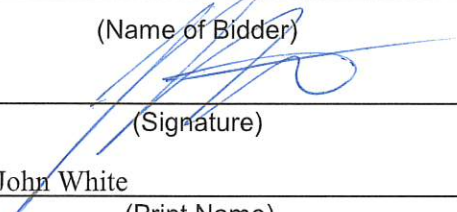
Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

8. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

9. **CERTIFICATION OF BIDDER:** Shimmick Construction Company, Inc.

(Name of Bidder)

Date: June 30, 2020 By: 

(Signature)

Name: John White

(Print Name)

Its: NW Manager / Authorized Signatory

(Title)

END OF DOCUMENT

DOCUMENT 00 21 20

SITE VISIT AFFIDAVIT
TO BE EXECUTED
BY BIDDER, NOTARIZED AND SUBMITTED WITH BID

(To Accompany Bid)

State of California)
) ss.
County of Solano)

John White, being first duly sworn, deposes and says that he or she is
(Contractor's Authorized Representative

NW Manager / Authorized Signatory of Shimmick Construction Company, Inc.
(Title of Representative) (Contractor's Legal Name)

the party making the foregoing Bid, has visited the Project site as described in the Contract Documents and has examined and familiarized themselves with the existing conditions as well as all other conditions relating to the construction which will be performed. The submitting of a Bid shall be considered an acknowledgment on the part of the Bidder of familiarity with conditions at the site of the Work and that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.



Signature of Authorized Representative

Shimmick Construction Company, Inc.

Type/Print Name of Bidder

John White

Type/Print Representative's Name

NW Manager / Authorized Signatory

Type/Print Title

June 30, 2020

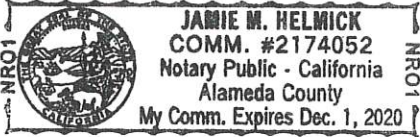
Date

(Certificate of Acknowledgment to be executed by Notary on following page)

Name of Bidder Shimmick Construction
Company, Inc.

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California	}	
	}	ss
County of <u>Solano</u>	}	
On <u>June 30, 2020</u> before me <u>Jamie M. Helmick</u> ,		
a Notary Public, personally appeared <u>John White</u>		
Name(s) of Signer(s)		
who proved to me on basis of satisfactory evidence to be the person(s) whose names(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.		
		
<u>Jamie M. Helmick</u>		
Signature of Notary		Place Notary Seal Above

END OF DOCUMENT


ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. ONE (1) TO THE PROJECT DOCUMENTS:

**LEEVE IMPROVEMENT PROJECT
CIP 301-657**

I have received Addendum No. One (1) for this project/contract consisting of three (3) 8½" X 11" pages. Included is:

- Two (2) pages - Addendum Notice
- One (1) page - Acknowledgement of Receipt

I understand that a copy of this acknowledgement with the original signature must be attached to the proposal/bid at the time of submittal. Failure to attach such copy may render the bid as not responsive and the bid may be rejected.



Signature May 29, 2020
Date

John White (707) 759-6858

Print Name Phone Number

Shimmick Construction Company, Inc.

Company Name

**Please email an executed copy of this acknowledgement to Laura Galli,
Engineering Manager: Lgalli@fostercity.org**


ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. TWO (2) TO THE PROJECT DOCUMENTS:

**LEVEE IMPROVEMENT PROJECT
CIP 301-657**

I have received Addendum No. Two (2) for this project/contract consisting of two (2) 8½" x 11" pages. Included is:

- One (1) page - Addendum Notice
- One (1) page - Acknowledgement of Receipt

I understand that a copy of this acknowledgement with the original signature must be attached to the proposal/bid at the time of submittal. Failure to attach such copy may render the bid as not responsive and the bid may be rejected.



Signature May 29, 2020
Date

John White (707) 759-6858

Print Name Phone Number

Shimmick Construction Company, Inc.

Company Name

**Please email an executed copy of this acknowledgement to Laura Galli,
Engineering Manager: Lgalli@fostercity.org**


ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. THREE (3) TO THE PROJECT DOCUMENTS:

**LEEVE IMPROVEMENT PROJECT
CIP 301-657**

I have received Addendum No. Three (3) for this project/contract consisting of six (6) 8½" x 11" pages and seventy-one (71) 24" x 36" pdf drawing sheets. Included are:

- Five (5) pages Addendum Notice
- One (1) page Acknowledgement of Receipt
- Two (2) sheets Revisions to General Plan Sheets
- Eight (8) sheets Revisions to Sheet Pile Installation and Grading Sheets
- One (1) sheet Revisions to Floodwall Profile Sheets
- One (1) sheet Revisions to Retaining Wall Profile Sheets
- One (1) sheet Revisions to AP Sheets
- Five (5) sheets Graphic clarifications to AP Sheets
- Six (6) sheets Revisions to Construction Detail Sheets
- Two (2) sheets Graphic clarifications to PS Sheets
- One (1) sheet Revisions to Typical Cross Section Sheets
- Eight (8) sheets Revisions to Structural Details
- Thirty-six (36) sheets Revisions to Landscape Sheets

I understand that a copy of this acknowledgement with the original signature must be attached to the proposal/bid at the time of submittal. Failure to attach such copy may render the bid as not responsive and the bid may be rejected.



Signature May 29, 2020
Date

John White (707) 759-6858

Print Name Phone Number

Shimmick Construction Company, Inc.

Company Name

**Please email an executed copy of this acknowledgement to Laura Galli,
Engineering Manager: Lgalli@fostercity.org**


ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. FOUR (4) TO THE PROJECT DOCUMENTS:

**LEEVE IMPROVEMENT PROJECT
CIP 301-657**

I have received Addendum No. Four (4) for this project/contract consisting of four (4) 8½" x 11" pages and ten (10) 24" x 36" pdf drawing sheets. Included are:

- Three (3) pages Addendum Notice
- One (1) page Acknowledgement of Receipt
- Three (3) sheets Revisions to DU Sheets
- One (1) sheet Revisions to AP Sheets
- Five (5) sheets Revisions to PS Sheets
- One (1) sheet Revisions to Structural Details

I understand that a copy of this acknowledgement with the original signature must be attached to the proposal/bid at the time of submittal. Failure to attach such copy may render the bid as not responsive and the bid may be rejected.

	June 11, 2020
Signature	Date

John White	(707) 759-6858
Print Name	Phone Number

Shimmick Construction Company, Inc.

Company Name

***Please email an executed copy of this acknowledgement to Laura Galli,
Engineering Manager: Lgalli@fostercity.org***


ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. FIVE (5) TO THE PROJECT DOCUMENTS:

**LEVEE IMPROVEMENT PROJECT
CIP 301-657**

I have received Addendum No. Five (5) for this project/contract consisting of four (4) 8½" x 11" pages and twenty-two (22) 24" x 36" pdf drawing sheets. Included are:

- Three (3) pages Addendum Notice
- One (1) page Acknowledgement of Receipt
- Five (5) sheets Revisions to DU Sheets
- Four (4) sheets Revisions to SPG Sheets
- Two (2) sheets Revisions to AP Sheets
- Three (3) sheets Revisions to C Sheets
- One (1) sheet Revisions to PS Sheets
- Three (3) sheets Revisions to TCX Sheets
- Four (4) sheets Revisions to L Sheets

I understand that a copy of this acknowledgement with the original signature must be attached to the proposal/bid at the time of submittal. Failure to attach such copy may render the bid as not responsive and the bid may be rejected.

	June 12, 2020
Signature	Date

John White	(707) 759-6858
Print Name	Phone Number

Shimmick Construction Company, Inc.

Company Name

Please email an executed copy of this acknowledgement to Laura Galli, Engineering Manager: Lgalli@fostercity.org

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. SIX (6) TO THE PROJECT DOCUMENTS:

**LEEVE IMPROVEMENT PROJECT
CIP 301-657**

I have received Addendum No. Six (6) for this project/contract consisting of thirteen (13) 8½" x 11" pages and forty-seven (47) 24" x 36" pdf drawing sheets. Included are:

- Four (4) pages Addendum Notice
- One (1) page Acknowledgement of Receipt
- Two (2) pages Document 00 43 13, Revised Bid Bond Form
- Six (6) pages Section 32 01 16, Pavement Restoration (Rev. 1)
- One (1) sheet Revisions to G Sheets
- Three (3) sheets Revisions to DU Sheets
- Fifteen (15) sheets Revisions to SPG Sheets
- Six (6) sheets Revisions to AP Sheets
- Six (6) sheets Revisions to C Sheets
- Three (3) sheets Revisions to TCX Sheets
- Four (4) sheets Revisions to S Sheets
- Five (5) sheets Revisions to L Sheets
- Four (4) sheets Revisions to CP Sheets

I understand that a copy of this acknowledgement with the original signature must be attached to the proposal/bid at the time of submittal. Failure to attach such copy may render the bid as not responsive and the bid may be rejected.



Signature

June 23, 2020

Date

John White

Print Name

(707) 759-6858

Phone Number

Shimmick Construction Company, Inc.

Company Name

**Please email an executed copy of this acknowledgement to Laura Galli,
Engineering Manager: Lgalli@fostercity.org**