

**SECTION 00 4253
PROPOSAL FORM**

PROPOSAL TO THE TOWN OF ATHERTON

ATHERTON TOWN CENTER PROJECT
80 Fair Oaks Lane, Atherton, CA
PROJECT NO: 54015

TO THE HONORABLE CITY COUNCIL OF THE TOWN OF ATHERTON

THIS BID IS SUBMITTED BY:

Hensel Phelps Construction Co.

(Firm/Company Name)

Re: PROJECT NUMBER 54015, ATHERTON TOWN CENTER PROJECT

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Town of Atherton in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and substantially in the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents. All portions of this Bid Form must be completed and signed before the bid is submitted. Failure to do so will result in the bid being rejected as non-responsive.
2. The undersigned Bidder has examined all of the Contract Documents and the following Addenda and accepts all of the terms and conditions of the Contract Documents, Document 00 1119 (Request For Proposals), and Document 00 4540 (Bidder Certifications), 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.
3. In submitting this Bid, the undersigned Bidder represents the following:
 - A. We, the undersigned, having familiarized ourselves with the local conditions, the Advertisement for Bids, Instructions to Bidders, General Conditions, Bid Form, Supplement to Bid Form, Agreement Between Town of Atherton and Contractor, the Drawings and Specifications, Addenda and Allowances issued by the Architect and the Town of Atherton, do hereby propose to furnish all labor, materials, necessary tools, expendables, equipment, utility and transportation services, including State of California and local sales or use taxes, license, necessary to complete the Work required for the above Project in strict accordance with the contract documents, including all Addenda.

- B. The undersigned Bidder declares that the cost of a Performance Bond and Payment Bond in the full amount of the Agreement, and a one (1) year Warranty Bond for 10% of the Final Contract Amount, is included in this bid.
- C. The undersigned Bidder agrees to enter into and execute an Agreement, if awarded on the basis of this Bid, and to furnish Bonds and Insurance in accordance with Contract Documents, within five calendar (5) calendar days after date of receipt of Notice to Proceed.
- D. **Liquidated Damages for Failure to Enter into the Agreement:**
Enclosed is Certified Check or Bid Bond, made payable to the Town of Atherton which is not less than 10% of the total amount of the Base Bid. Should Contractor's bid be accepted and Contractor thereafter fail to enter into the Agreement on the basis of this bid, IT IS UNDERSTOOD AND AGREED that it is, and will be, difficult or impossible to determine the actual damage which the Town of Atherton will sustain in the event of, and by reason of, such failure to enter into the Agreement. Undersigned further agrees that said check or Bid Bond shall be forfeited as liquidated damages (not as a penalty), if undersigned fails to enter into an Agreement on the basis of this bid, after receiving Notice of Award.
- E. The undersigned Bidder acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Signature of Bidder
1	04/10/2018	
2	05/01/2018	
3	05/15/2018	
4	05/18/2018	
5	05/31/2018	

- F. The undersigned Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00 5200 (Agreement), Terms F.
- G. The undersigned Bidder has given Town of Atherton prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by Town of Atherton is acceptable to Contractor.
- H. Bidder has attended Pre-Bid Mandatory meeting on April 5, 2018.

YES NO

4. Subcontractors for work included in all Bid items are listed on the attached Document 00 4336 (Proposed Subcontractors List).
5. The undersigned Bidder understands that Town of Atherton reserves the right to reject this Bid.
6. If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 above or at any other time thereafter before it is withdrawn, the undersigned agrees to execute and deliver the documents required by Section 00 1119 (Request for Proposals from Bidders) including, but not limited to, Section 00 5200 (Agreement), 00 6113 (Bond Accompanying Proposal), 00 6113.13 (Construction Performance Bond), and 00 6113.16 (Construction Labor and Material Payment Bond), and insurance certification all within the time and in the manner specified in Section 00 1119.
7. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
8. 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 1119 (Request for Proposals from Bidders), in the amount of ten percent (10%) of the total of all Bid items and made payable to the "Town of Atherton".
9. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Section 00 7200 (General Conditions) and to complete all work within the time specified in Section 00 5200 (Agreement). The undersigned Bidder acknowledges that Town of Atherton has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges Town of Atherton has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
10. Based on the foregoing, the undersigned 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, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1000 (Summary of Work). Quote in figures only, unless words are specifically requested. **Please note that no day extensions will be permitted with the acceptance of the Bid**

Base Bid Items as listed below:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
1.	New Administration / Police Department Buildings And Ancillary Buildings Lump Sum Bid Total Including All Allowances As Specified In Section 01 1000 Atherton Town Center Project	Lump Sum	N/A	\$ 33,836,000.00
2.	New Library Building And Renovation Of The Historic Town Hall Building Lump Sum Bid Total Including All Allowances As Specified In Section 01 1000 Atherton Town Center Project	Lump Sum	N/A	\$ 20,910,000.00
3.	All Site Improvements Lump Sum Bid Total Including All Allowances As Specified In Section 01 1000 Atherton Town Center Project	Lump Sum	N/A	\$ 13,874,000.00
		TOTAL BASE BID		\$ 68,620,000.00

Total Base Bid Price in Words:

Sixty eight million six hundred & twenty thousand dollars

(Words)

Bid Alternate Items as listed below:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
1.	Bid Alternative No. 1: Provide Hydoseed Planting At City Hall In Lieu Of Planting Shown On Plans As Specified In Section 01 2300 Atherton Town Center Project. Refer To Drawings For Scope Area.	Lump Sum	N/A	\$ 177,000.00
2.	Bid Alternate No. 2: Energy Monitoring Admin/PD As Specified In Section 01 2300 Atherton Town Center Project.	Lump Sum	N/A	\$ 628,000.00
3.	Bid Alternate No. 3: Microgrid - Admin/PD As Specified In Section 01 2300 Atherton Town Center Project. Base Cost \$ 1,130,000.00 10% Allowance \$ 114,000.00	Lump Sum	N/A	\$ 1,244,000.00
4.	Bid Alternate No. 4: PV For Admin/PD As Specified In Section 01 2300 Atherton Town Center Project.	Lump Sum	N/A	\$ 2,016,000.00
5.	Bid Alternate No. 5: Mechanical Chilled Water Thermal As Specified In Section 01 2300 Atherton Town Center Project.	Lump Sum	N/A	\$ 2,251,000.00
6.	Bid Alternate No. 6: Copper Gutter, Downspouts And Roof Edge Flashing In Lieu Of Painted Galvanized Steel As Specified In Section 01 2300 Atherton Town Center Project.	Lump Sum	N/A	\$ 351,000.00
7.	Bid Alternate No. 7: Exterior Stone Base In Lieu Of Precast Concrete Base As Specified In Section 01 2300 Atherton Town Center Project.	Lump Sum	N/A	\$ 98,000.00
8.	Bid Alternate No. 8: Do Not Construct New Council Chambers. Install EOC Infrastructure In Briefing/Squad Room D.08 Provide Additional Landscaped Area & Security Fence As Specified In Section 01 2300 Atherton Town Center Project.	Lump Sum	N/A	\$ 2,039,000.00 \$ 1,860,000.00

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Bid Alternate Items as listed below:				
ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
9.	Bid Alternate No. 9: Provide cypress in lieu of teak at: 1. Interior wood for library and town hall windows and doors. 2. Interior wood for library and town hall casework, wall panels, wall base and trim. As specified in Section 01 2300 Atherton Town Center Project.	Lump Sum	N/A	\$ (\$381,000.00)
10.	Bid Alternate No. 10: Provide Hydroseed Planting At Library In Lieu Of Plants Indicated As Specified In Section 01 2300 Atherton Town Center Project.	Lump Sum	N/A	\$ (\$255,000.00)
		TOTAL ADD ALTERNATES	\$3,915,000.00	

Total Bid Alternatives Price in Words:

Three million nine hundred & fifteen thousand

(Words)

11. The undersigned Bidder agrees that, in accordance with Section 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Section 00 5200 (Agreement) shall be as set forth in Section 00 5200 (Agreement).
12. The undersigned Bidder Agrees that if awarded the job will complete the proposed work within the following time frames from the commencement date as outlined more specifically in Section 00 5200 (Agreement):

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01 7700 (Closeout Procedures) within 540 Working Days from the date when the Contract Time commences to run as provided in Section 00 7200 (General Conditions).

We agree that the following shall form a part of this bid and are submitted herewith:

<u>SECTION</u>	<u>TITLE</u>	<u>Item Included (?)</u>
00 4253	Proposal Form	<u>Yes</u>
00 4336	Proposed Subcontractors	<u>Yes</u>
00 4519	Non-Collusion Affidavit	<u>Yes</u>
00 6113	Bond Accompanying Proposal	<u>Yes</u>

If our bid is accepted, we agree to sign the Agreement without qualifications and to furnish the performance and payment bonds and the required evidences of insurance within 5 calendar days after receiving written Notice of Award of the Contract.

NAME OF BIDDER: Hensel Phelps Construction Co.

Licensed in accordance with an act for the registration of Contractors, and with license number: 1020262

Expiration: 11/30/2018

California Department of Industrial Relations Registration Number: 1000045854

(Cal. Labor Code section 1725.5)

General Partnership formed in Delaware

James R. Pappas, Jr.

Where incorporated, if applicable

Vice President I District Manager

Principals

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:

226 Airport Parkway

Suite 150

San Jose, CA 95110

Officers authorized to sign contracts:

James R. Pappas, Jr.

Vice President I District Manager

Telephone Number(s):

408.452.1800

Email address(s):

jpappas@henselhelps.com

Date of Bid:

06/05/18

****END OF SECTION****

SECTION 00 4336

PROPOSED SUBCONTRACTORS - PAGE 1

Pursuant to the provision of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California, every Bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid, Bidder agrees to perform that portion himself. The following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract (additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

Description of Work	Name and Business Address of Subcontractor	License Number	License Type	DIR Registration Number	Cost of Work	% of Bid
Demolition	Ampco North, Inc. Irvine, CA					
Abatement						
Building Concrete						
Concrete Reinforcing	CMC Rebar Tracy, CA					
Rammed Earth Walls	Rammed Earth Works Napa, CA					

Date: 6/5/18

Contractor's Signature: 

SECTION 00 4336

PROPOSED SUBCONTRACTORS - PAGE 2

Description of Work	Name and Business Address of Subcontractor	License Number	License Type	DIR Registration Number	Cost of Work	% of Bid
Architectural Precast	Willis Construction Co. San Juan Bautista, CA					
Masonry						
Structural Steel	Kwan Wo Ironworks Hayward, CA					
Miscellaneous Metals	Kwan Wo Ironworks Hayward, CA					
Decorative Metals						
Rough Carpentry						
Architectural Woodwork	G & H Fixtures Tracy, CA					
Waterproofing and Sealants						

Date: 6/5/18

Contractor's Signature: 

SECTION 00 4336

PROPOSED SUBCONTRACTORS - PAGE 3

Description of Work	Name and Business Address of Subcontractor	License Number	License Type	DIR Registration Number	Cost of Work	% of Bid
Roofing	Platinum Roofing San Jose, CA					
Sheet Metal and Flashing	Apex Mechanical Fremont, CA					
Doors, Frames, and Hardware	Commercial Door San Leandro, CA					
Glass and Glazing	All Bay Area Glass Oakland, CA					
Framing and Drywall	Magnum Drywall Fremont, CA					
Tile and Stone	Prospectra Union City, CA					
Acoustical Ceilings	AD-IV Fremont, CA					
Flooring	Anderson Commercial Santa Clara, CA					

Date: 6/5/18

Contractor's Signature: 

SECTION 00 4336

PROPOSED SUBCONTRACTORS - PAGE 4

Description of Work	Name and Business Address of Subcontractor	License Number	License Type	DIR Registration Number	Cost of Work	% of Bid
Painting	A&B Painting Santa Clara, CA					
Signage	Ellis & Ellis Sacramento, CA					
Police Equipment						
Elevators						
Fire Suppression	Transbay Fire Protection Pleasanton, CA					
Plumbing	Deharo J.W. MacClenahan San Mateo, CA					
Mechanical	Deharo Mechanical Morgan Hill, CA					
Electrical	Berg Electric Rancho Cordova, CA					

Date: 6/5/18

Contractor's Signature: 

SECTION 00 4336

PROPOSED SUBCONTRACTORS - PAGE 5

Description of Work	Name and Business Address of Subcontractor	License Number	License Type	DIR Registration Number	Cost of Work	% of Bid
Earthwork and Paving	Granite Construction Santa Clara, CA OC Jones & Sons Berkeley, CA					
Drilled Concrete Piers	Malcolm Drilling Co. Hayward, CA					
Site Concrete	Granite Construction Santa Clara, CA					
Pervious Concrete	Enviro-Crete, Inc. San Luis Obispo, CA					
Fences and Gates	Arktos, Inc. Castro Valley, CA					
Landscape and Irrigation	Jensen Landscape San Jose, CA					
Underground Utilities	Pacific Underground San Jose, CA					

Date: 6/5/18

Contractor's Signature: 

SECTION 00 4519

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

ATHERTON TOWN CENTER PROJECT
80 Fair Oaks Lane, Atherton, CA
Project No: 54015

This Affidavit to be fully executed by Bidder and submitted with the bid

STATE OF CALIFORNIA)

)address

COUNTY OF Santa Clara)

* James R. Pappas, Jr. _____, being first

*[name]

duly sworn, deposes and says that he or she is * Vice President I District Manager _____

*[President, Secretary, Manager, Owner or Representative]

of * Hensel Phelps Construction Co. _____, the party making the

*[Name of Company or Corporation or Owner]

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 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 of 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.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing representations and all other representations made in the undersigned's proposal attached hereto are true and correct.


Signature of: President, Secretary,
Manager, Owner or Representative

END OF SECTION

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 Santa Clara)

On June 5, 2018 before me, Crystal A. Camarena
(insert name and title of the officer)

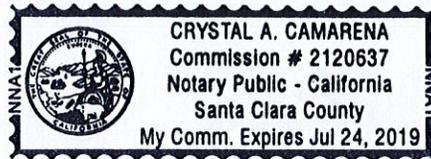
personally appeared James R. Pappas, Jr.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)



SECTION 00 4540

BIDDER CERTIFICATIONS

Part 1 - GENERAL

1.01 TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH PROPOSAL

- A. The undersigned Bidder certifies to the TOWN OF ATHERTON, acting by and through its GENERAL SERVICES AGENCY ("Town"), as is set forth in paragraphs 1 through 15 below all under the penalty of perjury that:

1.02 CERTIFICATE OF NON-DISCRIMINATION.

- A. There will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local laws, regulations, directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

1.03 STATEMENT OF CONVICTIONS.

- A. No 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.

1.04 PREVIOUS DISQUALIFICATIONS.

- A. Neither the below indicated Bidder or any of its officers or employees with a proprietary interest in such Bidder has ever been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

1.05 CERTIFICATION OF WORKER'S COMPENSATION INSURANCE.

- A. I am aware of the provisions of Labor Code § 3700 which requires every employer to be insured against liability for workers' 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.

1.06 CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS.

- A. I am aware of the provisions of Labor Code § 1773, which requires the payment of prevailing wage on public projects. Also, that the Builder and all of its Subcontractors shall comply with Labor Code § 1776, regarding wage records, and with Labor Code § 1777.5, regarding the employment and training of apprentices. It is the Builder's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

1.07 CERTIFICATION OF APPRENTICESHIP PROGRAM PARTICIPTION.

- A. Bidder is a party to an agreement with a registered apprenticeship program approved by the California Apprenticeship Council which has graduated apprentices in each of the preceding five years (provided that this graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the

Department of Labor and the Department of Industrial Relations to be an apprenticeable craft in the five years prior to enactment of Public Contract Code § 20133), and that attached hereto is a copy of that agreement, which is true and correct and in full force and effect.

- 1.08 CERTIFICATION OF ACCEPTABLE SAFETY RECORD.
- A. Bidder's experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the Bidder is a party to an alternative dispute resolution system as provided for in Labor Code § 3201.5.
- 1.09 CERTIFICATION REGARDING SELECTION PROCESS.
- A. [Please check and/or complete one of the following]
1. Bidder has no objections or protests to any Bidding selection procedure, process or requirement, or any other any aspect of the Bidding selection process, and does not object to any aspect of the Bidding selection process.
2. Attached as an appendix to its Proposal consisting of _____ pages, is a detailed description of all of Bidder's objections or protests regarding any aspect of the Bidder selection process. Bidder must attach an appendix to its Proposal if this item is checked and comply with paragraph 15 of Section 00 1119 (Request for Proposals from Bidders).
- 1.10 CERTIFICATION REGARDING MATERIAL CHANGES.
- A. [Please check and/or complete one of the following]
1. All information Bidder submitted to the Town in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Questionnaire, and any modifications, amendments or supplements thereto remains true and correct in all material respects as of the date of submitting its Proposal. All financial information Bidder submitted to the Town in connection with the Pre-Qualification process remains an accurate representation of the financial strength of Bidder and its core Subcontractors and sub-consultants.
2. Except as identified in Bidder's Material Changes List submitted with Bidder's Proposal, submitted as provided in Section 00 1119 (Request for Proposals From Bidders), all information Bidder submitted to the Town in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Questionnaire, and any modifications, amendments or supplements thereto remains true and correct in all material respects as of the date of submitting its Proposal. Except as identified in Bidder's Material Changes List submitted with Bidder's Proposal, submitted as provided in Section 00 1119 (Request for Proposals From Bidders), all financial information Bidder submitted to the Town in connection with the Pre-Qualification process remains an accurate representation of the financial strength of Bidder and its core Subcontractors and sub-consultants.
- 1.11 CERTIFICATION REGARDING USE AND OWNERSHIP OF INFORMATION.
- A. All rights to information developed, disclosed or provided in the undersigned's Proposal and the attendant submissions are the property of the Town, unless Bidder makes specific reference to data that is considered proprietary. To the extent the undersigned Bidder claims any copyright, patent or other property right in any portion of its Proposal,

submission of a Proposal constitutes Bidder's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive, royalty-free license to the Town for all such portions, and (b) agreement that the Town may use any such intellectual property without charge for any lawful purpose in connection with its Town Center Project, including without limitation to the creation of derivative works and issuance of sublicenses.

1.12 CERTIFICATION REGARDING GOVERNMENT CODE SECTION 4420.

- A. Bidder does not have serious or willful violations of Part 1 (commencing with § 6300) of Division 5 of the Labor Code, during the past five-year period or Bidder is taking appropriate corrective action to prevent further violations of Part 1 of Division 5 of the Labor Code; Bidder's workers' compensation experience modification factor is below 1.25 or Bidder's experience modification rate is 1.25 to 1.75 and Bidder is taking all appropriate action to reduce employee workplace injuries, illnesses and workers' compensation losses; and Bidder has an injury prevention program in place pursuant to Labor Code § 3201.5 or § 6401.7.

1.13 CERTIFICATION REGARDING HAZARDOUS MATERIALS

- A. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for Town.
- B. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- C. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
- D. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the Town's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- E. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the Town.

1.14 FALSE CLAIMS ACT CERTIFICATION

- A. Contractor certifies under penalty of perjury under the laws of the State of California that any and all applications for payment will represent the true and correct statement of the work performed and the materials and supplies purchased. Contractor understands that it is a violation of the False Claims Act (Gov't Code § 12650, et. seq.) to knowingly present or cause to be presented a false claim for payment or approval.

1.15 DEFINITIONS

- A. All capitalized terms not otherwise defined in these Bidder Certifications shall have the meanings provided in Section 00 1119 (Request for Proposals from Bidders) or Sections 01 4200 (References).

Bidder: Hensel Phelps Construction Co.
[Name of Bidder]

By: 
[Signature]

Name: James R. Pappas, Jr.
[Printed Name]

Its: Vice President I District Manager
[Title]

Dated: 6/5/2018

END OF SECTION

SECTION 00 6113
BOND ACCOMPANYING PROPOSAL

BID BOND
TOWN OF ATHERTON

ATHERTON TOWN CENTER PROJECT

80 Fair Oaks Lane, Atherton, CA
Project No: 54015

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Hensel Phelps Construction Co.

as Bidder, and Travelers Casualty and Surety Company, as Surety,

are held and firmly bound unto the Town of Atherton, in the penal sum of

Ten Percent of the Total Amount Bid dollars (\$ ^{10% of the} Total Amount Bid), lawful money of the United States,
which sum is at least ten percent (10%) of the total amount bid by Bidder to the TOWN for the
above stated project, for the payment of which sum well and truly made, we bind ourselves, our
heirs, executors, administrations, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Bidder submits a bid to the TOWN for the above referenced project (the terms and conditions of the bid are incorporated by reference); and if said bid is rejected by the TOWN, or if said bid is accepted by the TOWN and the Bidder executes all Contract Documents and provides all required bonds, insurance and schedule, in the time and manner specified in the Town of Atherton Standard Specifications, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect in favor of the TOWN.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the TOWN may accept such Proposal; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the TOWN and judgment is recovered, the surety shall pay all reasonable costs incurred by the TOWN, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounded Bidder and Surety, and have set their names, titles and signatures hereon this 5 day of June, 2018.

BIDDER

Hensel Phelps Construction Co.

By 

James R. Pappas, Jr. Vice President/DM
Address

226 Airport Parkway, Suite 150

San Jose, CA 95110

SURETY

Travelers Casualty & Surety Company

By 

Kelly T. Urwiller, Attorney-in-Fact

Address

One Tower Square

Hartford, CT 06183

Notary acknowledgments of Bidder and Surety must be attached, and Power of Attorney for Surety attached.

END OF SECTION

State of Colorado)
County of Weld) ss.

On this 5 day of June, 2018, before me, Rebekkah McGuire, Notary Public, personally appeared **Kelly T. Urwiller**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to in the foregoing instrument as the Attorney-in-Fact of the Travelers Casualty and Surety Company, a corporation organized and existing under the laws of the State of Connecticut, and having its principal office or place of business at Hartford, Connecticut, and acknowledged to me that the seal affixed to the foregoing instrument is the corporate seal of the corporation, that said instrument was executed in behalf of the corporation, and that said instrument was executed in behalf of the corporation by authority of its Board of Directors and of its By-laws, and that said Attorney-in-Fact acknowledged said instrument to be the free act and deed of the corporation.

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

WITNESS my hand and official seal.

Rebekkah McGuire
Rebekkah McGuire



Notary Public: Weld County, Colorado
My commission expires: June 20, 2021



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kelly T. Urwiller, of Greeley, Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5 day of June, 2018



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**