

**AGREEMENT**

THIS AGREEMENT, dated this 21<sup>st</sup> day of FEBRUARY, 2024, by and between **CASEY CONSTRUCTION, INC.** whose place of business is located at 619 Sylvan Way, Redwood City, CA 94062 (**Contractor**), and **CITY OF REDWOOD CITY**, a California charter city and municipal corporation (**City**), acting under and by virtue of the authority vested in City by the laws of the State of California.

WHEREAS, City, by its Item No. 6. B. adopted on the 22<sup>nd</sup> day of January, 2024 awarded to Contractor the following Contract:

**SANITARY SEWER PUMP STATION 8 & 9 IMPROVEMENTS PROJECT**  
at  
**MARLIN DRIVE [APN: 095-110-240] and MARTINIQUE DRIVE [APN: 095-195-010]**  
**REDWOOD CITY, CA 94065**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

**ARTICLE 1 SCOPE OF WORK OF THE CONTRACT**

**1.01 WORK OF THE CONTRACT**

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

**1.02 PRICE FOR COMPLETION OF THE WORK**

- A. City shall pay Contractor the following Contract Sum **Three Million One Hundred Eighteen Thousand Five Hundred Ten Dollars and No/100, (\$3,118,510.00)** (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

**ARTICLE 2 COMMENCEMENT AND COMPLETION OF WORK**

**2.01 COMMENCEMENT OF WORK**

- A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. City reserves the right to modify or alter the Commencement Date.

**2.02 COMPLETION OF WORK**

- A. Contractor shall achieve Substantial Completion of the entire Work within **330** Calendar Days for base bid schedule and an additional **90** Calendar Days for add alternate schedule from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work **360** Calendar Days for base bid schedule and an additional **90** Calendar Days for add alternate schedule from the Commencement Date.

**ARTICLE 3 PROJECT REPRESENTATIVES**

**3.01 CITY'S PROJECT MANAGER**

- A. In the pre-construction conference, referenced in item No. 5, Document 00 5100 (Notice of Award), the City will designate as its Project Manager to act as City's Representative in all matters relating to the Contract Documents. If Project Manager is an employee of City, Project Manager is a beneficiary of all Contractor obligations to City including, without limitation, all releases and indemnities.
- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of City, to accept work, and to make decisions or actions binding on City, and shall have sole signature authority on behalf of City, except as otherwise provided by law.
- C. City may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other City Representative.

**3.02 CONTRACTOR'S PROJECT MANAGER AND OTHER KEY PERSONNEL**

- A. Contractor has designated Gerry McGrillen as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.
- B. Contractor has designated the following other Key Personnel for the Project:

<u>Name</u>	<u>Position</u>
<u>Gerry McGrillen</u>	Superintendent [See Doc. 00 7200 Para. 8.01.B]
<u>Matt Syslow</u>	<u>Foreman</u>
_____	_____

**ARTICLE 4 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK**

**4.01 LIQUIDATED DAMAGE AMOUNTS**

- A. As liquidated damages for delay Contractor shall pay City one thousand five-hundred dollars (\$1500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay City one thousand five-hundred dollars (\$1500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

**4.02 SCOPE OF LIQUIDATED DAMAGES**

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

**ARTICLE 5 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL**

**5.01 Liquidated Damage Amounts**

- A. Contractor and City agree that the Key Personnel listed in Contractor's Statement of Qualifications (Document 00 4513) were a material factor in City's assessment of Contractor's experience and the adequacy of Contractor's supervisory personnel. Accordingly, Contractor and City agree that Contractor shall not remove, reassign or make changes to any of the Key Personnel without City's prior written approval. In the event that

any Key Personnel leaves the Project, is reassigned and/or is removed and replaced by Contractor before Project Final Completion, for any reason whatsoever, Contractor agrees to pay City liquidated damages as set forth in the Agreement (Document 00 5200), unless Contractor can demonstrate to City's satisfaction that the Key Personnel were reassigned and/or removed and replaced for reasons beyond Contractor's control.

## ARTICLE 6 CONTRACT DOCUMENTS

**6.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7301	Supplemental General Conditions
Document 00 7316	Supplementary Conditions – Insurance and Indemnification
<b>[Document 00 7319</b>	Supplementary Conditions – Hazardous Materials
Document 00 7380	Apprenticeship Program
Document 00 9113	Addenda
City of Redwood City Standard Details (November 25, 2019 and latest revision)	
[2022] California Department of Transportation Standard Specifications and any revisions thereto	
[2022] California Department of Transportation Standard Plans and any revisions thereto	
Specifications	As listed in Document 00 0110 Table of Contents
Drawings, Table, Schedules listed in Document 00 0115	

**6.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

**6.03** **[OPTIONAL:** City may issue a Purchase Order to facilitate its internal accounting functions of Project budgeting and payment with respect to services performed by Contractor under this Agreement. Any City-issued Purchase Order, including any terms and conditions that may be a part of the Purchase Order, is not a Contract Document. Any Contractor proposal attached to the Purchase Order for reference is not a Contract Document.]

## ARTICLE 7 MISCELLANEOUS

**7.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

**7.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of City is limited and

confined to such liability as authorized or imposed by the Contract Documents or applicable law.

**7.03** Pursuant to Labor Code Section 1771.1(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

**7.04** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, 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. §15) or under the Cartwright Act (Chapter 2 (commencing with §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 City tenders final payment to Contractor, without further acknowledgment by the parties.

**7.05** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department, may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

**7.06** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of San Mateo, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of San Mateo.

**7.07 ASSIGNMENT**

**A.** The performance of the Contract may not be assigned except upon the City's prior written consent. Consent will not be given to any proposed assignment that would relieve the Contractor or surety of their responsibilities under the Contract Documents.

**B.** Contractor may assign moneys due, or to become due under the Contract and such assignment may be recognized by the City, if given proper notice thereof, to the extent permitted by law. Any Contractor assignment of moneys due or to become due shall be subject to City's right to all proper setoffs and to all deductions provided for in the Contract Documents and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

IN WITNESS WHEREOF, the parties have executed this Agreement in quadruplicate the day and year first above written.

**CONTRACTOR: CASEY CONSTRUCTION, INC.**  
**619 Sylvan Way**  
**Emerald Hills, CA 94062**  
**(650) 369-1876**

By:   
(Signature) James C. McBrillen

Its: General Manager  
Title (If Corporation: Chairman, President  
or Vice President)

By:   
(Signature) Brandon J. Casey

Its: CEO  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer)

**CITY: CITY OF REDWOOD CITY**

By:   
Melissa Stevenson Diaz  
City Manager

Attest:   
Yessika Castro  
City Clerk

**END OF DOCUMENT**



**CASEY CONSTRUCTION**  
**INC.**

619 Sylvan Way  
Emerald Hills, CA 94062  
Tel: (650) 369-1876, Fax: (650) 366-8578  
Email: [caseyconstr@sbcglobal.net](mailto:caseyconstr@sbcglobal.net)

**CERTIFICATION BY SECRETARY  
OF CORPORATE RESOLUTION**


The undersigned being the Directors of Casey Construction, Inc., a corporation organized and existing under the laws of the State of California, acting without a meeting by written consent pursuant to Corporations Code Section 307(b) and Article III Section 13 of the Bylaws of the Corporation, adopt the following resolution:

**RESOLVED** that James G. McGrillen is hereby authorized to sign any and all contracts and bonds on behalf of the Company.

I Marguerite N. Casey, Secretary of Casey Construction, Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted on March 1, 2016 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed by name and affixed the seal of said corporation.

Date: Jan 31, 2024

  
Secretary

(Seal)

Casey Construction, Inc.  
General Engineering & Building Contractor  
CA. LIC. 798190-A, B, Haz

# NOTARY 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

County of San Mateo )

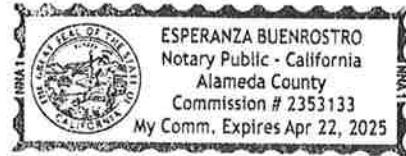
On Jan 31, 2024 before me, Esperanza Buenrostro, Public Notary personally appeared  
(insert name and title of officer)

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 the 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)  
Notary Public







# CASEY CONSTRUCTION

619 Sylvan Way  
Emerald Hills, CA 94062  
Tel: (650) 369-1876, Fax: (650) 366-8578  
Email: [caseyconstr@sbcglobal.net](mailto:caseyconstr@sbcglobal.net)

CERTIFICATE AUTHORITY BY NEW RESOLUTION  
OF A CORPORATE RESOLUTION

The undersigned being the Directors of Casey Construction, Inc., a corporation organized and existing under the laws of the State of California, acting without a meeting by written consent pursuant to Corporations Code Section 307(b) and Article III Section 13 of the Bylaws of the Corporation, adopt the following resolution:

RESOLVED that Brenden Casey is hereby authorized to sign any and all contracts and bonds on behalf of the Company.

I Marguerite N. Casey, Secretary of Casey Construction, Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted on January 1, 2018 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed by name and affixed the seal of said corporation.

Date: Jan 31, 2024

  
Secretary

(Seal)

Casey Construction, Inc.  
General Engineering & Building Contractor  
CA. LIC. 798190-A, B, Haz



# NOTARY 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

County of San Mateo )

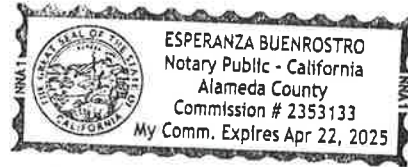
On Jan 31, 2024 before me, Esperanza Buenrostro, Public Notary personally appeared  
(insert name and title of officer)

BRENDEN J. 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 the 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)  
Notary Public



**DOCUMENT 00 4113**

**BID FORM  
TO THE CITY OF REDWOOD CITY**

**THIS BID IS SUBMITTED BY:**

**CASEY CONSTRUCTION, INC**

(Firm/Company Name)

**Re: Sanitary Sewer Pump Station No. 8 & 9 Improvements Project at Redwood City, California 94065**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF REDWOOD CITY** 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 within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (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 all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the optional Pre-Bid Meeting, if any, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>	<b>Signature of Bidder</b>
NONE		

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, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

BASE BID SCHEDULE - Pump Station No. 8					
Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Cost
1.	Mobilization and Demobilization (5%)	1	LS	\$ 59,000	\$ 59,000
2.	Traffic Control and General Safety Measures	1	LS	\$ 5,000	\$ 5,000
3.	Sheeting, Shoring and Bracing	1	LS	\$ 5,000	\$ 5,000
4.	Temporary Sewer Bypass System and Dewatering	1	LS	\$ 65,000	\$ 65,000
5.	Demolition	1	LS	\$ 52,000	\$ 52,000
6.	Wet Well Repair and Coating	1	LS	\$ 57,000	\$ 57,000
7.	Install Service Pads	1	LS	\$ 22,000	\$ 22,000
8.	Furnish and Install Pump	2	EA	\$ 42,000	\$ 84,000
9.	Furnish and Install Wet Well Piping and Appurtenances	1	LS	\$ 46,000	\$ 46,000
10.	Furnish and Install Wet Well Slab and Hatch	1	LS	\$ 40,000	\$ 40,000
11.	Furnish and Install Valve Vault and Hatch	1	LS	\$ 99,000	\$ 99,000
12.	Furnish and Install Swing Check Valves	2	EA	\$ 3,000	\$ 6,000
13.	Furnish and Install Plug Valves	2	EA	\$ 3,000	\$ 6,000
14.	New 1" Potable Water Service	1	LS	\$ 6,000	\$ 6,000
15.	Furnish and Install Flowmeter (6" Magmeter)	1	EA	\$ 9,500	\$ 9,500
16.	Furnish and Install Air Release Valve	1	LS	\$ 4,000	\$ 4,000
17.	Remove and Dispose Existing Asbestos Cement Pipe	699	LF	\$ 10	\$ 6,990
18.	Furnish and Install 6" HDPE Force Main by Open Trench	699	LF	\$ 180	\$ 125,820

19.	Not Used				
20.	Furnish and Install Odor Control Blower Unit	1	LS	\$ 15,000	\$ 15,000
21.	Furnish and Install Motor Control Center	1	LS	\$ 428,000	\$ 428,000
22.	Furnish and Install Emergency Generator	1	LS	\$ 67,000	\$ 67,000
23.	Furnish and Install Sump Termination Panel	1	LS	\$ 40,000	\$ 40,000
24.	Electrical Miscellaneous	1	LS	\$ 165,000	\$ 165,000
25.	SCADA/PLC Programming	1	LS	\$ 29,000	\$ 29,000
26.	Study, Testing and Commissioning	1	LS	\$ 37,000	\$ 37,000
27.	Furnish and Install Fence	1	LS	\$ 24,000	\$ 24,000
28.	Pavement and Site Restoration	1	LS	\$ 55,000	\$ 55,000
29.	Not Used				
30.	Training	1	LS	\$ 13,000	\$ 13,000
31.	As-Built drawings and O&M Manuals	1	LS	\$ 3,000	\$ 3,000
32.	Furnish and Install Poisson Restraint Anchor Block (Contingent)	2	EA	\$ 750	\$ 1,500
<b>TOTAL BASE BID (ITEMS 1 THROUGH 32)</b>					<b>\$ 1,575,810</b>

<b>ADD ALTERNATE BID SCHEDULE - Pump Station No. 9</b>					
<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Item Cost</b>
1.	Mobilization and Demobilization (5%)	1	LS	\$ 50,000	\$ 50,000
2.	Traffic Control and General Safety Measures	1	LS	\$ 10,000	\$ 10,000
3.	Sheeting, Shoring and Bracing	1	LS	\$ 4,000	\$ 4,000
4.	Temporary Sewer Bypass System and Dewatering	1	LS	\$ 59,000	\$ 59,000
5.	Demolition	1	LS	\$ 52,000	\$ 52,000

6.	Wet Well Repair and Coating	1	LS	\$ 60,000	\$ 60,000
7.	Install Service Pads	1	LS	\$ 22,000	\$ 22,000
8.	Furnish and Install Pump	2	EA	\$ 42,000	\$ 84,000
9.	Furnish and Install Wet Well Piping and Appurtenances	1	LS	\$ 46,000	\$ 46,000
10.	Furnish and Install Wet Well Slab and Hatch	1	LS	\$ 40,000	\$ 40,000
11.	Furnish and Install Valve Vault and Hatch	1	LS	\$ 98,000	\$ 98,000
12.	Furnish and Install Swing Check Valves	2	EA	\$ 3,000	\$ 6,000
13.	Furnish and Install Plug Valves	2	EA	\$ 3,000	\$ 6,000
14.	New 1" Potable Water Service	1	LS	\$ 5,000	\$ 5,000
15.	Furnish and Install Flowmeter (6" Magmeter)	1	EA	\$ 13,000	\$ 13,000
16.	Furnish and Install Air Release Valve	1	LS	\$ 12,000	\$ 12,000
17.	Remove and Dispose Existing Asbestos Cement Pipe	40	LF	\$ 10	\$ 400
18.	Furnish and Install 6" HDPE Force Main by Open Trench	625	LF	\$ 200	\$ 125,000
19.	Furnish and Install 6" HDPE Force Main by Pipe Bursting	99	LF	\$ 200	\$ 19,800
20.	Furnish and Install Odor Control Blower Unit	1	LS	\$ 10,000	\$ 10,000
21.	Furnish and Install Motor Control Center	1	LS	\$ 428,000	\$ 428,000
22.	Furnish and Install Emergency Generator	1	LS	\$ 67,000	\$ 67,000
23.	Furnish and Install Sump Termination Panel	1	LS	\$ 40,000	\$ 40,000
24.	Electrical Miscellaneous	1	LS	\$ 150,000	\$ 150,000
25.	SCADA/PLC Programming	1	LS	\$ 20,000	\$ 20,000
26.	Study, Testing and Commissioning	1	LS	\$ 37,000	\$ 37,000
27.	Not Used				
28.	Pavement and Site Restoration	1	LS	\$ 58,000	\$ 58,000
29.	Arborist	1	LS	\$ 2,000	\$ 2,000

30.	Training	1	LS	\$ 13,000	\$ 13,000
31.	As-Built drawings and O&M Manuals	1	LS	\$ 4,000	\$ 4,000
32.	Furnish and Install Poisson Restraint Anchor Block (Contingent)	2	EA	\$ 750	\$ 1,500
<b>TOTAL ADD ALTERNATE BID (ITEMS 1 THROUGH 32)</b>					<b>\$1,542,700</b>

**SUMMARY OF BID TOTALS**

<b>TOTAL BASE BID:</b>	<b># 1,575,810</b>
<b>TOTAL ADD ALTERNATE BID:</b>	<b># 1,542,700</b>
<b>TOTAL BID (BASE BID + ADD ALTERNATE BID):</b>	<b># 3,118,510</b>

**Apparent Low Bid will be determined based solely on the TOTAL BID (BASE BID + ADD ALTERNATE BID). The City reserves the right to award the BASE BID only or the TOTAL BID.**

In case of discrepancy between the Unit Price and the Total Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Item Cost" column, then the amount set forth in the "Total Item Cost" 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 Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1113 (Notice to Bidders) and Document 00 2113 (Instruction to Bidders).
6. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.
7. The undersigned Bidder understands that City reserves the right to reject this Bid.
8. 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 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.



10. 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 Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF REDWOOD CITY**.
11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
12. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
13. 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:**  
CASEY CONSTRUCTION, INC

licensed in accordance with an act for the registration of Contractors, and with license number: 798190 Expiration: 10/31/2025

<u>CALIFORNIA,</u>	<u>MEL CASEY, OWNER</u>
(Place of Incorporation, if Applicable)	(Principal)
	<u>MARGUERITE CASEY, CORP. SECRETARY</u>
	(Principal)

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

By:   
 (Signature) JAMES G. McGRILLEN  
 Its: General Manager  
 Title (If Corporation: Chairman, President or Vice President)

By:   
 (Signature) Brenden J. Casey  
 Its: CEO  
 Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

**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:  
619 SYLVAN WAY



EMERALD HILLS, CA 94062

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**Contractor's Representative(s):**

MEL CASEY, OWNER

---

(Name/Title)

MARGUERITE CASEY, CORP. SECRETARY

---

(Name/Title)

(Name/Title)

**Officers Authorized to Sign Contracts:**

BRENDEN J. CASEY, CEO

---

(Name/Title)

James G. McGrillen, GENERAL MANAGER

---

(Name/Title)

(Name/Title)

**Telephone Number(s):**

(650) 369-1876

---

(Area Code) (Number)

(650)261-0620

---

(Area Code) (Number)

**Fax Number(s):**

650 366-8578

---

(Area Code) (Number)

(Area Code) (Number)

**Date of Bid:**

12/20/2023

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**END OF DOCUMENT**



**CASEY CONSTRUCTION  
INC.**

619 Sylvan Way  
Emerald Hills, CA 94062  
Tel: (650) 369-1876, Fax: (650) 366-8578  
Email: [caseyconstr@sbcglobal.net](mailto:caseyconstr@sbcglobal.net)

**CERTIFICATION BY SECRETARY  
OF CORPORATE RESOLUTION**


The undersigned being the Directors of Casey Construction, Inc., a corporation organized and existing under the laws of the State of California, acting without a meeting by written consent pursuant to Corporations Code Section 307(b) and Article III Section 13 of the Bylaws of the Corporation, adopt the following resolution:

**RESOLVED** that James G. McGrillen is hereby authorized to sign any and all contracts and bonds on behalf of the Company.

I Marguerite N. Casey, Secretary of Casey Construction, Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted on March 1, 2016 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed by name and affixed the seal of said corporation.

Date: Dec 20, 2023

  
Secretary

(Seal)

Casey Construction, Inc.  
General Engineering & Building Contractor  
CA. LIC. 798190-A, B, Haz

# NOTARY 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

County of San Mateo )

On Dec 20, 2023 before me, Esperanza Buenrostro, Notary Public personally appeared  
(insert name and title of officer)

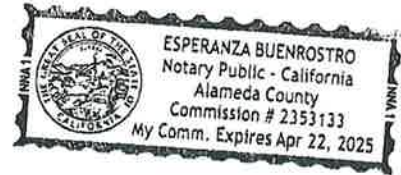
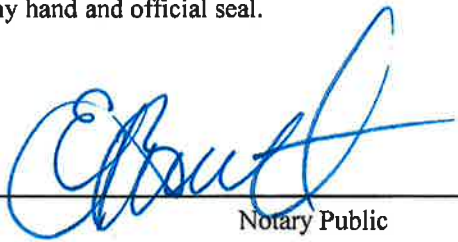
James G. McGrillen

\_\_\_\_\_, 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 the 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)  
Notary Public





## CASEY CONSTRUCTION

619 Sylvan Way  
Emerald Hills, CA 94062  
Tel: (650) 369-1876, Fax: (650) 366-8578  
Email: [caseyconstr@sbcglobal.net](mailto:caseyconstr@sbcglobal.net)


The undersigned being the Directors of Casey Construction, Inc., a corporation organized and existing under the laws of the State of California, acting without a meeting by written consent pursuant to Corporations Code Section 307(b) and Article III Section 13 of the Bylaws of the Corporation, adopt the following resolution:

RESOLVED that Brenden Casey is hereby authorized to sign any and all contracts and bonds on behalf of the Company.

I Marguerite N. Casey, Secretary of Casey Construction, Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted on January 1, 2018 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed by name and affixed the seal of said corporation.

Date: Dec 20, 23

  
Secretary

(Seal)

Casey Construction, Inc.  
General Engineering & Building Contractor  
CA. LIC. 798190-A, B, Haz

# NOTARY 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

County of San Mateo )

On Dec 20, 2023 before me, Esperanza Buenrostro, Notary Public personally appeared  
(insert name and title of officer)

Brenden J. 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 the 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



Notary Public

(Seal)

