

ORIGINAL

DOCUMENT 00 4115

BID FORM

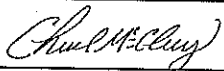
TO THE CITY OF FOSTER CITY

THIS BID IS SUBMITTED BY:

Shaw Integrated and Turf Solutions, Inc. dba Shaw Sports Synthetic Turf
(Firm/Company Name)

Re: **EDGEWATER PARK SOFTBALL AND SOCCER SYNTHETIC RESURFACING PROJECT**
at Edgewater Park, CIP 301-712

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 5205 (Construction Services 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 1115 (Notice Inviting Bids), and Document 00 2115 (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, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Bidder
Q&A	04/16/2024	

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:

(Continued on next page)

Note: Shaw's bid schedule contains rounding errors.
The corrected numbers are shown in red.

Rev. 0
February 2022

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 Contract Documents. Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Mobilization, Traffic Control, General Conditions, and other incidentals	1	Lump Sum	\$ 5,500.00	\$ 5,500
2.	Stormwater Pollution Prevention	1	Lump Sum	\$ 2,000.00	\$ 2,000
3.	Site Preparation and Demolition	79,540	Square Feet	\$ 0.60	\$ 48,000 \$47,472
4.	Rock Fine Grading & Drainage / Shock Pad Reinstallation	79,540	Square Feet	\$ 0.65	\$ 51,700 \$51,701
5.	Field Turf Surfacing	79,540	Square Feet	\$ 6.93	\$ 551,374 \$551, 212.20
6.	Turf Maintenance Service Contract	1	Lump Sum	\$37,800	\$37,800
7.	Project Closeout Documents	1	Lump Sum	\$3,000	\$3,000
TOTAL				TOTAL BID PRICE	\$ 699,374 \$698,937.20

Total Bid Price:

Six Hundred Ninety Nine Thousand Three Hundred Seventy Four Dollars

(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1115 (Notice to Bidders) and Document 00 2115 (Instruction to Bidders).
6. Subcontractors for work are listed on Document 00 4330 (Subcontractors List), submitted herewith.
7. The undersigned Bidder understands that Owner 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 4115 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2115 (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 2115 (Instructions to Bidders), in the amount of ten percent of the Total Bid Price and made payable to the **CITY OF FOSTER CITY**.
11. The undersigned Bidder agrees to commence Work on the date established in, and to complete all Work within the time specified in, Document 00 5205 (Construction Services Agreement).

12. The undersigned Bidder agrees that liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5205 (Construction Services Agreement) shall be as set forth in Document 00 5205.
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: Shaw Integrated and Turf Solutions, Inc. dba Shaw Sports Synthetic Turf

licensed in accordance with an act for the registration of Contractors, and with license
number: 1104309 Expiration: 05/31/2025
PW-LR-1000951288 06/30/2024

Dalton, GA

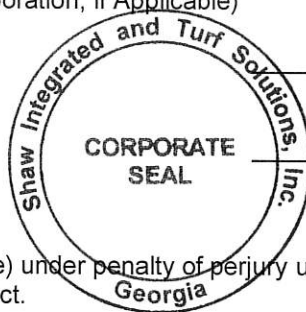
Chuck McClurg

(Place of Incorporation, if Applicable)

(Principal)

(Principal)

(Principal)



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

Chuck McClurg

(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:

616 E. Walnut Ave.

Dalton, GA 30721

Contractor's Representative(s):

Matt Cohen - Territory Manager

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts	Chuck McClurg, Vice President

	(Name/Title)

	(Name/Title)

	(Name/Title)
Telephone Number(s):	706-879-3516

	(Area Code) (Number)

	(Area Code) (Number)
Fax Number(s):	

	(Area Code) (Number)

	(Area Code) (Number)
Date of Bid:	April 29, 2024

END OF DOCUMENT

DOCUMENT 00 4315

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned Shaw Integrated and Turf Solutions, Inc. dba Shaw Sports Synthetic Turf
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **CITY OF FOSTER CITY**, as obligee, in the penal sum of **(Dollar Amount In Words)** Ten Percent of Bid Amount

Dollars (\$ 10% of Bid Amount) 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 Owner Agreement Number **CIP301-712, EDGEWATER PARK SOFTBALL AND SOCCER SYNTHETIC RESURFACING PROJECT** at Edgewater Park, Foster City, California, 94404.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Agreement be awarded to said Principal and said Principal shall, within the required periods, enter into the Agreement so awarded and provide any required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00 2115 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 11th
day of April, 2024.
(Month)

(Corporate Seal)



(Corporate Seal)

Shaw Integrated and Turf Solutions, Inc.
dba Shaw Sports Synthetic Turf

By

Chue U. Day, VP
Principal

By

Berkshire Hathaway Specialty Insurance Company
Surety

By

D-Ann Kleidosty
Attorney in Fact D-Ann Kleidosty

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE 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 Illinois }


County of Cook }

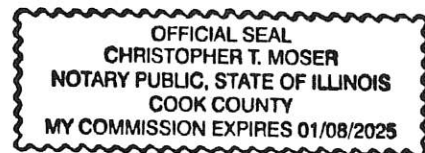
On April 11, 2024 before me, Christopher T. Moser, Notary Public
(Here insert name and title of the officer)

personally appeared D-Ann Kleidosty
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.


Notary Public Signature (Notary Public Seal)
My Commission Expires: January 8, 2025



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~ ~~she~~ ~~they~~ is / are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE 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 _____ }

County of _____ }

On _____ before me, _____, Notary Public
(Here insert name and title of the officer)

personally appeared _____
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.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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- Securely attach this document to the signed document with a staple.



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **D-Ann Kleidosty, Sharon J. Potts, Gary D. Eklund, Maria Concepcion, Byung So, 3560 Lenox Road of the city of Atlanta, State of Georgia**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By: _____
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By: _____
David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE 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 is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 11, 2024



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

DOCUMENT 00 4325

BIDDER REGISTRATION FORM

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # C-61/D12 - #1104309

Date: April 26, 2024 Fed I.D. # 87-4486016

Full Corporate Name of Company: Shaw Integrated and Turf Solutions, Inc. dba Shaw Sports Synthetic Turf

Street Address: 185 S. Industrial Blvd., Calhoun, GA 30701

Mailing Address: 185 S. Industrial Blvd., Calhoun, GA 30701

Phone: 916-216-9883

Fax: _____

Name of Principal Contact: Matt Cohen

Type of Business:

☐ Sole Proprietor

☐ Partnership

☐ Non-Profit 501(c)(3)

☒ Corporation

☐ other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: Starr Specialty Insurance Company

Address: 399 Park Ave., New York, NY 10022

Phone and Fax: 866-519-2522

Policy Number: 1000005397

General Liability:

Carrier: Starr Indemnity & Liability Company

Address: 399 Park Ave., New York, NY 10022

Phone and Fax: 866-519-2522

Policy Number: 1000100234231

Policy Limits: \$ \$2,000,000/occurrence, \$4,000,000 policy aggregate

A.M. Best Rating: A (Excellent)

Automobile Liability:

Carrier: Starr Indemnity & Liability Company
Address: 399 Park Ave., New York, NY 10022
Phone and Fax: 866-519-2522
Policy Number: 1000692544231
Policy Limits: \$ \$5,000,000
A.M. Best Rating: A (Excellent)

All-risk Course of Construction (if Required by Document 00 5205 Construction Services Agreement, Attachment C):

Carrier: _____
Address: _____
Phone and Fax: _____
Policy Number: _____
Policy Limits: \$ _____
A.M. Best Rating: _____

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

April 26, 2024

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.
[2023] 1.33 [2022] 1.25 [2021] 1.40
2. Use Bidder's last year's Cal/OSHA 300/301 log to fill in the following number of injuries and illnesses:
For 2022
 - a. Number of lost workday cases 0
 - b. Number of medical treatment cases 2
 - c. Number of fatalities 0
3. Employee hours worked last year 136,913
4. State the name of Bidder's safety engineer/manager:

Carol Rogers

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: Shaw Integrated and Turf Solutions, Inc. dba Shaw Sports Synthetic Turf

By: 
Signature

Its: Vice President
Title

Date April 26, 2024

END OF DOCUMENT

DOCUMENT 00 4330

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. (Public Contract Code § 4104.)

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number*
Bastion Construction Services	Synthetic Turf Installation	1008829	1000036581

(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 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

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

The undersigned declares: Shaw Integrated and Turf Solutions, Inc. dba Shaw
I am the Vice President of Sports Synthetic Turf, the party making the
foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 26, 2024 [date], at Dalton [city], Georgia [state].

BIDDER'S SIGNATURE: 

NAME/TITLE OF SIGNATORY: Chuck McClurg, Vice President

LEGAL NAME OF BIDDER: Shaw Integrated and Turf Solutions, Inc. dba Shaw Sports Synthetic Turf

END OF DOCUMENT

DOCUMENT 00 4545

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 9 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 Section 3700 of the Labor Code 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, which requires the payment of prevailing wage on public projects. I further certify that 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. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF SKILLED AND TRAINED WORKFORCE PROGRAM

By my signature here, Pursuant to Public Contract Code section 2602 and if and to the extent otherwise required by law, as the contractor, I certify that contractors and subcontractors at every tier will comply with the Skilled and Trained Workforce Requirements of Public Contract Code Chapter 2.9 (Sections 2600 through 2603). Contractor also understands and acknowledges that it shall provide the Owner a monthly report, in the form appended to Document 00 4645 or a substantially similar form, demonstrating compliance with the Skilled and Trained Workforce Requirements listed in Public Contract Code Chapter 2.9 (Sections 2600 through 2603). If Contractor fails to provide the monthly report, or a report that is incomplete, Owner will withhold future payments until a complete report is provided. The definitions, obligations, rights and remedies set forth in Public Contract Code Section 2600-2603 are hereby incorporated by reference and made a part of this agreement.

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

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

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 entitled "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 REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION**

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 4330 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is [please complete] PW-LR-1000951288 . Subcontractors' registration numbers are as indicated in Document 00 4330.

BIDDER:

Shaw Integrated and Turf Solutions, Inc. dba Shaw Sports Synthetic Turf

Date: April 26, 2024, [20]

By:


(Signature)

Name: Chuck McClurg
(Print Name)

Its: Vice President
(Title)

END OF DOCUMENT



Neal Perry
Senior Casualty Advisor

City of Foster City
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Foster City, CA 94404

Marsh USA LLC
1166 Avenue of the Americas
New York, NY 10036-2774
T +1 212 345 6000
www.marsh.com

April 08, 2024

Subject: Shaw Integrated & Turf Solutions, Inc. - Insurance Coverage
Project: Edgewater Park Softball and Soccer Sythetic Resurfacing Project, Capital Project No. CIP 301-712

To Whom it May Concern,

This letter is to serve as documentation that Shaw Integrated and Turf Solutions, Inc., a subsidiary of Shaw Industries Group, Inc. is self-insured for the line of coverage referenced below:

– Pollution/Environmental Liability Coverage

As such, please accept this as evidence to satisfy the requirement as it pertains to their contract with the City of Foster City and their obligations to evidence the limits outlined within said contract as it pertains to the coverage referenced above.

Please feel free to reach out to me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Neal Perry'.

Neal Perry
Sr Casualty Advisor

January 19, 2024

RE: EMR Explanation for Shaw Integrated and Turf Solutions, Inc

To Whom It May Concern:

Shaw Integrated and Turf Solutions, Inc. is committed to providing the safest work environment for all associates. Our policy is to fully investigate all reported incidents with the help of the injured associate and supervisor and take appropriate corrective measures to prevent future incidents. Our Corporate EHS Group reviews our safety initiative progress, incident reviews, OSHA focus activities, as well as environmental topics.

Our Property and Casualty insurance companies are used to conduct location visits and hazard analysis at job sites. Recommendations from those visits are addressed promptly by the location. Visits by Shaw Corporate Risk Management to sites are also conducted on a varying basis each year.

Regarding our EMR, Shaw Integrated and Turf Solutions, Inc. is wholly owned by Shaw Industries Group, Inc which is owned by Berkshire Hathaway. Shaw Integrated and Turf Solutions, Inc. and all owned Berkshire Hathaway companies and divisions are included in the NCCI Bureau number. This skews the rate for this entity since the bulk of the losses are from a multitude of operations. The effect of this has caused our EMR rating to be higher when compared with other companies in our field and NACIS code. Our loss history for Shaw Integrated and Turf Solutions, Inc. is above average for our NACIS code; however, the EMR does not show that based on the combination of all companies. In 2021, Shaw Integrated and Turf Solutions, Inc. had no claims, no claims in 2022, and one claim in 2023.

Please do not hesitate to contact me with questions, comments or concerns. We look forward to our relationship with your company.

Sincerely,

Karmen Chambless, ARM, Director of Global Risk Insurance Services
Karmen.chambless@shawinc.com



To Whom It May Concern:

The safety of our synthetic turf products is a priority for Shaw Sports Turf. All turf products are thoroughly tested before they are approved to be sold to the public. This testing not only includes physical and performance testing to show that the product will perform as desired for the athlete, but also testing is done to assure our products are safe from environmental and human health aspects.

A recent concern for synthetic turf has been the total lead content in the synthetic turf fibers. All of the fibers used in Shaw Sports Turf have been tested according to ASTM F 2765 and have shown total lead levels well below the 100 ppm requirement. Although synthetic turf is not classified by the CPSC as a children's product, the 100 ppm maximum level meets the most stringent requirement the CPSC has established for lead in products designed for children.

Other concerns focus on what can be extracted into the environment by rain water or heating of the turf surface. All components of Shaw Sports Turf synthetic turf products have been tested for the extraction of heavy metals and also for semi-volatile and volatile materials. Heavy metal extractions have been performed for the fibers using the DIN 18035-7 which is the environmental standard used for turf fibers installed in Europe. The fibers, backing materials, and infill materials have all been subjected to further testing using CAM 17 protocols for testing for heavy metals. The turf components have also been tested using the US EPA TCLP test for heavy metals, volatiles, and semi-volatile compounds. All of the results from the Shaw Sports Turf products have met the guidelines for the State of California and the EPA concerning heavy metals and volatile materials.

Copies of the third party test reports for the above testing will be provided upon request.

Sincerely,

A handwritten signature in blue ink that reads "Phil M Stricklen". The signature is written in a cursive, flowing style.

Phil M. Stricklen

Dr. Phil M. Stricklen – Director/Research & Development

Phil.Stricklen@shawinc.com Office: 706-275-2150 • Cell 706-331-5407

Appendix H to Contract
Technical Requirements

TABLE A. Maximum levels of metals permitted for synthetic turf products – recycled styrene butadiene rubber (SBR) infill materials

Metal	Total metals analysis (mg/kg)	Leachable metals analysis (ug/L)
Chromium	750 i	50
Lead	50	2.5
Zinc	23,000 ii	250,000 iii

- i. No total chromium value promulgated in ESLs; chromium III value indicated instead.
 ii. California Human Health Screening Levels (CHHSLs) for soil for residential land use.
 iii. Selected soluble threshold limit concentration (STLC).

TABLE C (to be completed by Turf Company)

Metal	Total metals analysis (mg/kg)	Leachable metals analysis (ug/L)
Chromium	N/A - No SBR included in	Bid Proposal
Lead	N/A - No SBR included in	Bid Proposal
Zinc	N/A - No SBR included in	Bid Proposal

TABLE B. Maximum levels of total metals permitted for synthetic turf products – fibers, underlayment, and backing

Metal	Total metals analysis (mg/kg)
Chromium	25
Lead	50

TABLE D (to be completed by Turf Company)

Metal	Total metals analysis (mg/kg)
Chromium	1.42
Lead	0.88

2.04 BROMINATED FLAME RETARDANTS

- A. The Turf Company shall provide verification that brominated flame retardants have not been intentionally added in the manufacture of the turf fiber, backing, underlayment or infill materials. Verification can take the form of a signed letter from the manufacturer, or appropriate laboratory analyses of the product proving that levels of elemental bromine are lower than 1% by weight.

PART 3 EXECUTION