CITY OF MENLO PARK
STATE OF CALIFORNIA

AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 12th day of May, 2015, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and Mechanical, Inc., hereinafter referred to as the Contractor.

WITNESSETH

ARTICLE 1. That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees at its own cost and expense to do all the work and furnish all materials necessary to complete in a good workmanlike and substantial manner all that certain work involved and concerned with the "NEW CHILLERS AND VARIOUS FREQUENCY DRIVES AT THE ADMINISTRATION BUILDING AND LIBRARY". Said work shall be done in manner and in accordance with the terms of the Contract as the same is defined in Article 4 herein.

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

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

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

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

ARTICLE 6. In entering into a public works contract or a subcontract to supply goods, services,
or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

ARTICLE 7. Waivers of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

ARTICLE 8. In the event that any term or portion of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term or portion, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 9. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind relating to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

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

CITY OF MENLO PARK
A Municipal Corporation

Alex D. McIntyre
City Manager

ATTEST:

[Signature]
City Clerk, City of Menlo Park

CONTRACTOR (Name): ______________________

By: ______________________

Title: ______________________
NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL FOR THE CONTRACTOR

STATE OF CALIFORNIA
COUNTY OF Santa Clara

On 4-15-15, before me, a Notary Public, personally appeared David Roed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in 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.

WITNESS my hand and official seal.

(Seal)

[Notary Seal]

[Notary Seal]
EXHIBIT "A"
PROPOSAL

CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR
NEW CHILLERS AND VARIABLE FREQUENCY DRIVES
AT THE ADMINISTRATION BUILDING AND LIBRARY
PROJECT NO. 27-033

NAME OF BIDDER: Thermal Mechanical

BUSINESS ADDRESS: 425 Aldo Avenue

CITY, STATE, ZIP: Santa Clara, CA 95054

LICENSE NO.: 256057 CLASS: C36 EXP. DATE: 01/31/16

TAX I.D. NO.: 94-1682162

TELEPHONE NO: (408) 988-8744 FAX NO: (408) 988-0233

E-MAIL: dboat@thermalmech.com; giverson@thermalmech.com

The work for which this Proposal is submitted is for construction in accordance with the Contract Documents, including the Special Provisions, the Agreement, the project Plans described below, and the State of California Department of Transportation Standard Specifications, May 2009 Edition. The Contract Book shall be used in conjunction with the above documents, and the State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates current at the bid opening date.

The project Plans for the work to be done is entitled "NEW CHILLERS AND VARIABLE FREQUENCY DRIVES AT THE ADMINISTRATION BUILDING AND LIBRARY", AND are incorporated in the Special Provisions.
The project consists of furnishing all labor, materials, equipment, and performing all work necessary and incidental to replace the existing chillers and to replace water circulation pump motors and install Variable Frequency Drive’s (VFD’s) on all existing water circulation pumps and a VFD for Air Handler #2 at the Library. The project locations are:

1. ADMINISTRATION – 701 Laurel Street, Menlo Park, CA
2. LIBRARY – 800 Alma Street, Menlo Park, CA

The project shall be awarded to the lowest responsible bidder who meets all of the Proposal Requirements, and the requirements of the Contract Documents.

1. The RFP Documents have been thoroughly examined and the work site has been visited.
2. The Proposal is being submitted without collusion with any other Proposer.
3. Prices quoted include labor, materials, use of tools and construction equipment, supervision and administration, payroll and sales taxes, insurance, overhead and profit, permits and fees, and any and all other costs that are necessary and appropriate to the proper and timely performance of the work. Prices are valid for 60 days.

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

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

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

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; careful examination of the location of the proposed work, and the annexed proposed form of Contract, and the Plans therein referred to; and the undersigned proposes and agrees, if this Proposal is accepted, and that they will Contract with the City of Menlo Park in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and they will take in full payment therefore in the amounts shown on the following Item Price Schedule, to wit:
ITEM PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Item Price (In words)</th>
<th>Total Contract Sum (In figures)</th>
</tr>
</thead>
</table>
| 1        | The project consists of removing all existing equipment and furnishing all labor, materials, equipment, piping, controls, drawings, permits and performing all work necessary and incidental for the installation and startup of the NEW CHILLERS AND VARIABLE FREQUENCY DRIVE AND REPLACING WATER CIRCULATION PUMP MOTORS AT THE ADMINISTRATION BUILDING AND LIBRARY including the following: **Administration Building**  
- Replacement of an existing 80 ton chiller with a more energy efficient unit;  
- Installation of a VFD on the 5 hp existing chilled water circulation pump;  
- Replacement of the exiting 5 hp motor on the chilled water circulation pump with an inverter duty NEMA premium efficiency unit, and  
- The work shall be inclusive of all piping and controls.  
**Library**  
- Replacement of an existing 100 ton chiller with a more energy efficient unit;  
- Installation of VFD's on the two (2) existing 7.5 hp chilled water circulation pumps;  
- Installation of VFD's on the two (2) existing 5 hp hot water circulation pumps;  
- Replacement of the existing motors on the chilled water and hot water circulation pumps with inverter duty NEMA premium efficiency unit;  
- Installation of a VFD on the Air Handler Unit #2 and replacement of the existing 15 hp supply fan motor with an inverter duty NEMA premium efficiency unit; and  
- The work shall be inclusive of all piping and controls. | **DOLLARS** $252,552 | |
|          |                  | **DOLLARS** $561,160 | |

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

Prices shall be good for 60 days from opening of bids.
EXHIBIT "B"

DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation

B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph 3.1.

B3.0 Arbitration

B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph 2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the contract.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however, to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
CITY OF MENLO PARK
STATE OF CALIFORNIA

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, California, a municipal corporation, has awarded to ___________________________ Thermal Mechanical, Inc. ___________________________ , hereinafter designated as the "Principal," a Contract for the "NEW CHILLERS AND VARIABLE FREQUENCY DRIVES AT THE ADMINISTRATION BUILDING AND LIBRARY"; and,

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

NOW, THEREFORE, we the Principal, and ___________________________ Merchants Bonding Company (Mutual) ___________________________ as Surety, are held and firmly bound unto the City of Menlo Park in the penal sum of Five Hundred Sixty-One Thousand One Hundred Sixty and 00/100 DOLLARS ($ 561,160.00 ), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

Title of official:

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ___ day of ___ , 2015, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

(Acknowledgment)

(Corporate Seal)

(Acknowledgment)

Principal: Thermal Mechanical, Inc.

By: ________________________________

Title: ________________

Surety: Merchants Bonding Company (Mutual)

By: ________________________________

Attorneys-in-fact

Title: Attorney-in-Fact, Stephen E. Leveroni

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

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA

COUNTY OF __________________________

On ____________________, before me, ___________________________ , a Notary Public, personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in 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.

WITNESS my hand and official seal.

______________________________
Notary Public

(Seal)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On 04/27/15 before me, J. H. Mosher, Notary Public

Date ________________________________ (insert name and title of the officer)

personally appeared ________________________ David Rood

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ____________________________ (Seal)

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond – City of Menlo Park

Document Date 04/23/15 Number of Pages: 1

Signers(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: David Rood

- Individual
- Corporate Officer – Title(s): President
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: ____________________________

Signer Is Representing: Thermal Mechanical
CALIFORNIA ALL-PURPOSE 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 San Mateo  

On 4/23/15 before me, Kathleen Marey, Notary Public, personally appeared Stephen E. Leveroni, 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 did or caused the same to be done 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: Kathleen Marey

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: Performance Bond - Thermal Mechanical, Inc.

Title or Type of Document: City of Menlo Park

Document Date: 4/13/15

Number of Pages: 3

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephen E. Leveroni

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing: Merchants Bonding Company (Mutual)

Signer's Name:  

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:  

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Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Daniel M Johndrow; H Michael Vreeburg; Stephen E Leveroni

of San Mateo and State of California their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION ($2,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (Mutual) on April 23, 2011 and adopted by the Board of Directors of MERCHANTS NATIONAL BONDING, INC. on October 24, 2011:

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

WENDY WOODY
Commission Number 784554
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of April 2015.

Secretary

POA 0014 (7/14)
CITY OF MENLO PARK
STATE OF CALIFORNIA

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, California, a municipal corporation, has awarded to ________________________________ Thermal Mechanical, Inc., hereinafter designated as the "Principal," a Contract for the "NEW CHILLERS AND VARIABLE FREQUENCY DRIVES AT THE ADMINISTRATION BUILDING AND LIBRARY", and,

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

NOW, THEREFORE, we the undersigned Principal and ________________________________ Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto the City of Menlo Park in the sum of Five Hundred Sixty-One Thousand One Hundred Sixty and 00/100 DOLLARS ($561,160.00), said sum being equal to the estimated amount payable by said City of Menlo Park under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his/her or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his/her subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be voided. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plan, Standard Specifications, Special Provisions and other Contract Documents, no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.
IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this 23rd day of April, 2015, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

(Acknowledgment)

(Corporate Seal)

(Acknowledgment)

(Seal)

Principal: Thermal Mechanical, Inc.

By: 

Title: President

Surety: Merchants Bonding Company (Mutual)

By: Attorneys-in-fact

Title: Attorney-in-Fact, Stephen E. Leveroni

(Witness)

Approved as to form on behalf of “City”:

Signature

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

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA

COUNTY OF ________________________

} ss.

On ______________________ , before me, ________________________________, a Notary Public, personally appeared ________________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in 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.

WITNESS my hand and official seal.

________________________________________

Notary Public

(Seal)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On 04/27/15 before me, J. H. Mosher, Notary Public

personally appeared ____________________________________________ David Rood

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ____________________________ (Seal)

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond – City of Menlo Park

Document Date 04/23/15 Number of Pages: 1

Signers(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer’s Name: David Rood

○ Individual
○ Corporate Officer – Title(s): President
○ Attorney in Fact
○ Trustee
○ Guardian or Conservator
○ Other: ________________________________

Signer Is Representing: Thermal Mechanical
CALIFORNIA ALL-PURPOSE 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 San Mateo

On 4/23/15 before me, Kathleen Marey, Notary Public

Date
Here Insert Name and Title of the Officer

personally appeared Stephen E. Leveroni

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Payment Bond Thermal Mechanical, Inc.
Title or Type of Document: City of Menlo Park
Document Date: 4/13/15
Number of Pages: 3
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephen E. Leveroni

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing: Merchants Bonding Company (Mutual)

Signer's Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

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MERCHANTS BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the “Companies”), and that the Companies do hereby make, constitute and appoint, individually,

Daniel M Johndrow; H Michael Vreeburg; Stephen E Leveroni

of San Mateo and State of California their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION ($2,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognition, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August , 2014.

STATE OF IOWA
COUNTY OF POLK ss.

By: Larry Taylor
President

On this 13th day of August , 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

STATE OF IOWA
COUNTY OF POLK ss.

WENDY WOODY
Commission Number: 784654
My Commission Expires June 20, 2017

Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd of April 2015.

William Warner, Jr.
Secretary

POA 0014 (7/14)