CITY OF MENLO PARK
STATE OF CALIFORNIA

AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 10 day of Sept., 2015, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and W. Bradley Electric, 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 "WILLOW ROAD TRAFFIC SIGNAL MODIFICATION PROJECT". 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 Assistant Director of Public Works 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

[Signature]
Alex D. McIntyre
City Manager

ATTEST:

[Signature]
City Clerk, City of Menlo Park

CONTRACTOR (Name):

[Signature]
By:
Title: RALPH GREENWOOD CFO

W. Bradley Electric, Inc.
EXHIBIT "A"
PROPOSAL TO THE CITY COUNCIL
CITY OF MENLO PARK
STATE OF CALIFORNIA
FOR
WILLOW ROAD TRAFFIC SIGNAL MODIFICATION
FEDERAL PROJECT NO. HPLUL 5273 (024)
CITY PROJECT NO. 70-077

NAME OF BIDDER: W. Bradley Electric, Inc.

BUSINESS ADDRESS: 90 Hill Road
CITY, STATE, ZIP: Novato, CA 94945
LICENSE NO.: 393741 CLASS: A EXP. DATE: 6-30-16
TAX I.D. NO.: 94-2608876
CONTACT REPRESENTATIVE'S E-MAIL: Kbrumme@wbeinc.com
TELEPHONE NO: (415) 898-1400 FAX NO: (415) 493-2554
DEPARTMENT OF INDUSTRIAL RELATIONS LICENSE NO. 1000005322

The work for which this Proposal is submitted is for construction in accordance with the Contract Documents, including the Agreement, the project Plans, the 2006 Standard Specifications of the State of California Department of Transportation as modified by the Special Provisions, 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 are entitled "Willow Road Traffic Signal Modification Project" and are on file in the office of the Transportation Manager. They are hereby incorporated into the Contract Documents.

The work to be done consists of mobilization and traffic control, furnishing and installing NEMA Type M and P controller cabinets, combination Type III Service/Battery Back-up cabinet assemblies, constructing portland cement concrete foundations, furnishing and installing video detection systems to replace existing video detection systems, furnishing and installing new pedestrian pushbutton assemblies to replace non-ADA compliant pedestrian pushbutton assemblies, furnishing and installing LED pedestrian signal head assemblies (with countdown timer), replacing 8" traffic signal heads with 12" traffic signal heads, and doing all appurtenant work in place and ready to use, all as shown in the plans and described in the project specifications.

The work is to be completed within Forty (40) working days.

Accompanying this Bid is a Deposit in the form of (write "Cash", "Cashier's Check", "Certified Check", or "Bid Bond") Bid Bond payable to the City in the amount of $________________________, which is ten percent (10%) of the total amount of this proposal, given as a guarantee that the undersigned will enter into
a contract with the City if awarded the work.

If this Proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two bonds in the sums required by Section 3 of the Special Provisions with surety satisfactory to the City of Menlo Park within 10 business days, not including legal holidays, after the Bidder has received notice from the City that the Contract has been awarded, the City may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void. If the City declares the Proposal as null and void, the forfeiture of the Bid Deposit accompanying this Proposal shall operate and the same shall become the property of the City.

All notices, demands, or other communications shall be mailed or delivered to:

**To City:**
City of Menlo Park  
Transportation Manager  
701 Laurel Street  
Menlo Park, CA 94025

**To Contractor:**
W. Bradley Electric, Inc.  
90 Hill Road  
Dublin, CA 94562

In these and the following pages, if the Bidder fails 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; that they have carefully examined the location of the proposed work, the attached proposed form of Agreement, and the Plans and other Contract Documents therein referred to; and the undersigned proposes and agrees that, if this Proposal is accepted, they will contract with the City of Menlo Park, in the form of the Agreement attached 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 Documents, 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 the amounts shown on the following Pay Item Price Schedule:
PAY ITEM PRICE SCHEDULE

The Bidder shall set forth for each quantified 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 unit price and the total set forth for a unit basis item, the item unit price shall prevail. However, if the amount set forth as an item unit 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 unit price.

The bidding contractor’s attention is directed to Section 9-1.1 of the Special Provisions regarding payment for work or requirements not specifically included in the Pay Item Price Schedule.

1. Base Bid Items:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Sec. No.</th>
<th>Description</th>
<th>Units</th>
<th>Estimated Quantity</th>
<th>Item Price per Unit of Quantity (In words)</th>
<th>Item Price per Unit (In figures)</th>
<th>Total (In figures)</th>
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<tr>
<td>1</td>
<td>11</td>
<td>Mobilization</td>
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<td>3</td>
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<td>4</td>
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<td>7</td>
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<td>Remove and Dispose Existing Vehicle Signal Heads</td>
<td>EA</td>
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<td>ONE HUNDRED NINETY -</td>
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<td>$3,420 -</td>
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<td>8</td>
<td>86</td>
<td>Furnish &amp; Install Signal Head Mount Type MAS</td>
<td>EA</td>
<td>2</td>
<td>TWO HUNDRED -</td>
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<td>$400 -</td>
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<td>9</td>
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<td>Furnish &amp; Install Signal Head Mount Type SV-1-T</td>
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<td>$700 -</td>
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<td>$950 -</td>
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<td>$1,000 -</td>
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<td>13</td>
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<td>FOUR HUNDRED FIFTY -</td>
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### Base Bid Items (Continuation):

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<th>Estimated Quantity</th>
<th>Item Price per Unit of Quantity (in words)</th>
<th>Item Price per Unit (in figures)</th>
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<td>THREE HUNDRED SIXTY</td>
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<td>$1000</td>
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<td>Furnish &amp; Install Emergency Vehicle Detector System</td>
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<td>20</td>
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<td>Install ADA Curb Ramp with Truncated Domes</td>
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<td>FOUR THOUSAND NINE HUNDRED</td>
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<tr>
<td>21</td>
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<td>Install Portland Cement Concrete Sidewalk</td>
<td>SF</td>
<td>300</td>
<td>TWENTY TWO</td>
<td>$22</td>
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</table>

**TOTAL BID:**

(\text{in words}) TWO HUNDRED TWENTY NINE THOUSAND FOUR HUNDRED NINETY

(\text{in figures}) $229,490

### Notes:

- The award of contract will be based on the Total Bid price.
- The City reserves the right to reject all bids for any reason whatsoever.
- The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with the Special Provisions.
- The City reserves the right to increase or decrease quantities as deemed necessary.
The undersigned declares, by their signature in the proposal documents, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of Addendum No. 1 through ______ inclusively.

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE: RALPH GREENWOOD

TITLE: CFO

PRINT NAME: RALPH GREENWOOD CFO

TITLE: CFO

DATE: 8-6-15
TRANSPORTATION DIVISION
701 Laurel Street / Menlo Park, CA 94025
(650) 330-6740 Fax (650) 327-5497

ADDENDUM #1

Willow Road Traffic Signal Modification
City Project No. 70-077
Federal Project No. HPLUL-5273 (024)

TO ALL PERSPECIVE BIDDERS

ADDENDUM NO. 1 includes the following additions/revisions:

1) Section 86-2.11, Service, Section 86-4.06, Pedestrian Signal Head Assembly, Section 86-5.01, Video Detection System, Section 86-5.02, Pedestrian Push Button Assemblies, and Section 86-8, Emergency Vehicle Detector System, of the Project Specifications are revised and attached as part of this addendum.

2) Note 10, Sheet 3, of the Project Plans shall read: THE CONTRACTOR SHALL REPLACE ALL PEDESTRIAN PUSHBUTTON ASSEMBLIES PER PROJECT SPECIFICATIONS. SIGN DIMENSIONS AND SYMBOL IS PER CALTRANS STANDARD PLAN ES-5C. FOR POLE LOCATION "C", LOWER PUSHBUTTON TO 40" A.D.A. HEIGHT REQUIREMENT AND PLUG REMAINING HOLE.

3) Note 10, Sheet 5, of the Project Plans shall read: THE CONTRACTOR SHALL REPLACE ALL PEDESTRIAN PUSHBUTTON ASSEMBLIES PER PROJECT SPECIFICATIONS. SIGN DIMENSIONS AND SYMBOL IS PER CALTRANS STANDARD PLAN ES-5C.

NOTICE: THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Nicole Nagaya, P.E., Transportation Manager

CONTRACTOR: W. Bradley Electric, Inc.

SIGNATURE OF BIDDER: ________________________________
RALPH GREENWOOD CFO
DATE: 8-6-15
1. 1 piece

2. 10-foot minimum length of one of the following:
   a. Galvanized steel rod or pipe not less than 3/4 inch in diameter
   b. Copper clad steel rod not less than 5/8 inch in diameter

3. Installed as specified in NEC

4. Bonded to service equipment using one of the following:
   a. Ground clamp
   b. Exothermic weld
   c. No. 6 or larger copper conductor

On wood pole, metallic equipment mounted less than 8 feet above ground surface must be grounded.

Bond metallic conduit in non-metallic pull box using bonding bushing or bonding jumper.

Bond metallic conduit in metal pull box using bonding bushings and bonding jumpers connected to bonding wire running in the conduit system.

**MEASUREMENT AND PAYMENT**

Full compensation for complying with the provisions of this section for furnishing, installing, and splicing the conductors and cables for the controller cabinets and Type III service/battery back-up system cabinets, as shown in the plans and these Special Provisions and as directed by the Engineer, shall be considered as included in the Contract prices paid for the various items of work, and no additional compensation shall be allowed therefor.

**86-2.11 SERVICE**

Electrical service installation and materials must comply with service utility requirements.

If service equipment is to be installed on utility-owned pole, the Contractor shall furnish and install conduit, conductors, and other necessary material to complete service installation. Service utility will decide riser and equipment position.

The Contractor shall install service equipment early on to allow service utility to schedule its work before project completion.

The Contractor shall furnish each service with a circuit breaker that simultaneously disconnects all ungrounded service entrance conductors.

Circuit breakers must:

1. Be quick-break on either automatic or manual operation.
2. Have operating mechanism that is enclosed and trip-free from operating handle on overload.
3. Be trip indicating.
4. Have frame size plainly marked.
5. Have trip rating clearly marked on operating handle.
6. Have overload tripping of breakers not influenced by ambient temperature range of -18 °C to 50 °C.
7. Be Internal trip type.
8. Be UL or ETL listed and comply with UL 489 or equal.
9. Have minimum interrupting capacity of 10,000 A, rms, if used as service disconnect.

Service equipment enclosure must be a NEMA 3R raintight enclosure with dead-front panel and a hasp with a 7/16-inch hole for a padlock. Enclosure must be field marked as specified in the NEC to warn qualified persons of potential electric arc flash hazards.

Service equipment enclosure, except Types II and III, must be galvanized or have a factory-applied rust-resistant prime coat and finish coat.

Types II and III service equipment enclosures must be manufactured from one of the following:

1. Galvanized sheet steel
2. Sheet steel plated with zinc or cadmium after manufacturing
3. Aluminum

Manufacture service equipment enclosure as specified in Section 86-3.04A, "Cabinet Construction." Overlapping exterior seams and doors must comply with requirements for NEMA Type 3R enclosures specified in the NEMA Enclosure Standards.

If an alternative design is proposed for Type II or III service equipment enclosure, the Contractor shall submit plans and shop drawings to the Engineer for approval before manufacturing.

Traffic Service Pedestal Service with Built-in UPS System

Service shall conform to the provisions in Section 86-2.11, "Service," of the Standard Specifications and these special provisions.

Type III-AF service equipment enclosures shall be anodized aluminum and factory painted "Mesa Brown" to match the new controller cabinet.

Type III-AF Signal, Lighting and Electric System Service: Provide items 1 through 8, 15 through 17, and 20 through 25 per service diagram sheet ES-2D of the California Standard Plans.

The Type III Service Pedestal shall be TESCO Catalog No. 27-000-50'H or equivalent. The Battery Back-up System shall be TESCO-22-000-BBS or meets the following requirements:

Built-In Uninterruptible Power Supply (UPS) Unit with hot swap capability.

**General Specifications**

- Input / Output Voltage (VAC) nominal: 120
- Input / Output Frequency (Hz) nominal: 60
- Input Current (A): 12.0
- Input voltage Variation: -23% to +17%
- Output Power (VA): 2000
- Active Output Power (watts): 1500
- Voltage Waveform: sine
- Battery Run Time:
Power required 1000 watts for 3 hours
Transfer time (ms) 2-4
Operating Temperature -35C to +55 C

Standard Features

Transient voltage protection from damaging line spikes
Low harmonic AC sine wave output
Intelligent Boost Operation for brownout protection available
Noise suppression, FCC Class A
Multiple mounting configurations
UL / CSA listed

Power Conditioning

Intelligent Boost Operation (optional) increases output voltage 12% if input voltage falls between 17% to –23% of nominal.

Communication & Alarms

Form C dry relay contacts close on low battery
RS-232 status port
LED indicator for online, on battery, low battery, overload & fault

The Contractor shall coordinate with PG&E for any necessary service disconnection and reconnection. The Contractor shall pay any fees and costs required by the utility company. The Contractor shall contact all serving utilities prior to performing any service work and shall do all work and furnish all materials necessary to conform to the requirements of the utility companies.

All material and equipment shall be in accordance with Section 86 of the Standard specifications and these special provisions.

MEASUREMENT AND PAYMENT

The Contract price paid per each for Furnish & Install Type III Service/Battery Back-up Cabinet Assembly (Bid Item #3) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all work related to supplying and installing the combo Type III service/battery back-up cabinet assembly, and any PG&E work associated fees and City of Menlo Park Building Permit fees, as indicated in the Plans and these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefor.

86-2.12 THRU 86-2.14 (BLANK)

86-2.15 GALVANIZING

The Contractor shall galvanize as specified in Section 75-1.05, "Galvanizing." Cabinet material may be galvanized before manufacturing as specified in ASTM A 653/653M, Coating Designation G 90.

Steel pipe standard and pipe mast arm must be hot-dip galvanized after manufacturing and must comply with Section 75-1.05, "Galvanizing." The Contractor shall remove spikes from
Backplate material must be of black homogeneous color with a lusterless finish. Secure each plastic backplate to the plastic signal face in a manner that prevents its removal or permanent deformation when the wind-load test is applied to either the front or back of signal face. Permanent deformation of any portion of backplate must not exceed 5 degrees forward or backward after wind loading is applied for 24 hours.

If plastic backplate requires field assembly, join with at least 4 No. 10 machine screws at each field-assembled joint. Each machine screw must have an integral or captive flat washer, a hexagonal head slotted for a standard screwdriver, and either a locking nut or a nut and lockwasher. Machine screws, nuts, and washers must be stainless steel or steel with a zinc or black-oxide finish.

If a metal backplate has 2 or more sections, fasten sections with rivets or aluminum bolts peened after assembly to avoid loosening.

Instead of the screws shown on the plans, you may use self-threading No. 10 steel screws to fasten plastic backplates to plastic signal face. Each screw must have an integral or captive flat washer, a hexagonal head slotted for a standard screwdriver, and is stainless steel or steel with a zinc or black-oxide finish.

MEASUREMENT AND PAYMENT

The Contract price paid per each for Furnish & Install Signal Head – 3 sec 12” (Bid Item # 13) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all work related to furnishing and installing the 3-section 12” signal heads including the LED traffic signal modules, back plates and visors, as indicated in the Plans and these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefor.

86-4.05 (Blank)

86-4.06 PEDESTRIAN SIGNAL HEAD ASSEMBLY

Pedestrian signals shall be GE-see Light Emitting Diode (LED) countdown or approved equal. International Symbol Type and must comply with the following sections:

Message symbols for pedestrian signal faces must be white "WALKING PERSON" and Portland orange "UPRAISED HAND." The Contractor shall comply with ITE Standards: "Pedestrian Traffic Control Signal Indications" and California MUTCD. Each symbol’s height must be at least 10 inches and width must be at least 6-1/2 inches.

Luminance of "UPRAISED HAND" symbol must be 1,100 foot-lamberts, minimum, and luminance of "WALKING PERSON" symbol must be 1,550 foot-lamberts, minimum, when tested as specified in California Test 608.

Uniformity ratio of an illuminated symbol must not exceed 4 to 1 between the highest luminance area and the lowest luminance area.

Luminance difference between a nonilluminated symbol and the background around the symbol must be less than 30 percent when viewed with the visor and front screen in place and at a low sun angle.

Each housing, including front screen, must have maximum overall dimensions of 18-1/2-inch width, 19-inch height, and 11-1/2-inch depth.
All new pedestrian signal faces installed at an intersection must be the same make and type.

86-4.06A Type A

Each Type A pedestrian signal face must include a housing, 1 LED pedestrian signal combo module and a front screen.

86-4.06B Front Screen

Front screen installation for each Type A signal must comply with one of the following:

1. Install, tilting downward, at an angle of 15±2 degrees out from the top, an aluminum honeycomb screen with 0.2-inch cells, 3/8-inch thick, or a plastic screen of 3/8-inch squares, 1/2-inch thick with wall thickness of 1/16-inch. Completely cover message plate. Include a clear front cover of 1/8-inch minimum thickness acrylic plastic sheet or 1/16-inch minimum thickness polycarbonate plastic. Hold screen and cover firmly in place with stainless steel or aluminum clips or stainless steel metal screws.

2. Install a 1-1/2-inch deep eggcrate or Z crate type screen of 1/32-inch nominal thickness polycarbonate. Mount screening in a frame constructed of 0.040-inch minimum thickness aluminum alloy or polycarbonate. Install screen parallel to face of message plate and hold in place with stainless steel screws. Visor as specified in Section 86-4.06D, "Visors," is not required.

Screen and frame must be one of the following:

1. Manufactured from aluminum anodized flat black

2. Finished with lusterless black exterior grade latex paint formulated for application to properly prepared metal surfaces.

3. Manufactured from flat black plastic

86-4.06C Housing

Pedestrian signal housing must comply with Section 86-4.01A, "Signal Sections."

86-4.06D Visors

The Contractor shall use material similar to housing. The Contractor shall extend top of visor a minimum length of 6 inches at top and 5 inches at bottom when measured from front surface of line. Front must be normal to top.

86-4.06E Finish

The Contractor shall paint exterior of each housing and visor, and interior of visor with "Mesa Brown" as specified in Section 86-2.16, "Painting."

86-4.06F Control

Pedestrian signals must be controllable by solid-state switching devices specified for traffic signal controller assemblies.

86-4.06G Terminal Blocks
Include light duty terminal block, as specified in Section 86-4.01B, "Electrical Components," with each pedestrian signal face.

MEASUREMENT AND PAYMENT

The Contract price paid per each for Furnish & Install Pedestrian Signal Head Assembly (With Countdown Timer) (Bid Item # 14) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all work related to furnishing and installing the pedestrian signal head assemblies (with countdown timer) including the LED pedestrian modules, housings and visors, as indicated in the Plans and these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefor.

86-4.07 (BLANK)

86-4.08 SIGNAL MOUNTING ASSEMBLIES

Signal mounting assembly must include:

1. 1-1/2-Inch standard steel pipe or galvanized conduit

2. Pipe fitting made of ductile iron, galvanized steel, aluminum alloy Type AC-84B No. 380, or bronze

3. Mast arm and post top slip-fitters, and terminal compartments made of cast bronze or hot-dip galvanized ductile iron

After installation, clean and paint exposed threads of galvanized conduit brackets and bracket areas damaged by wrench or vise jaws. Use wire brush to clean and apply 2 coats of approved unthinned zinc-rich primer, organic vehicle type, as specified in Section 91, "Paint." Do not use aerosol can.

Fit each terminal compartment with a terminal block having a minimum of 12 positions, each with 2 screw-type terminals. Each terminal must accommodate at least five No. 14 conductors. Include a cover on compartment for ready access to terminal block. Terminal compartment used to bracket mount signals must be bolted securely to pole or standard.

Horizontal dimension of mounting assembly members between vertical centerline of terminal compartment or slip-fitter, and the vertical centerline of each signal face must not exceed 11 inches, except where required for proper signal face alignment or to allow programming of programmed visibility signal faces.

Mounting assembly members must be plumb or level, symmetrically arranged, and securely assembled.

Mounting assembly must be watertight, and free of sharp edges or protrusions that might damage conductor insulation. Include positive locking serrated fittings that, if mated with similar fittings on signal faces, will prevent faces from rotating.

Orient each mounting assembly to allow maximum horizontal clearance to adjacent roadway.

Use slip-fitter for post-top mounting of signals. Fit slip-fitter over a 4-1/2-inch outside diameter pipe or tapered standard end. Include cadmium-plated steel set screws. Include
an integral terminal compartment for each slip-fitter used to post-top mount signals with brackets.

**MEASUREMENT AND PAYMENT**

The Contract price paid per each for Furnish & Install Signal Head Mount Type MAS (Bid Item # 8) and Furnish & Install Signal Head Mount Type XX-X-X (Bid Items 9, 10, 11, and 12) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, removing existing 3-section 8” signal head mounting hardware, and performing all work related to furnishing and installing the 3-section 12” signal head mounting hardware on the mast arms and on the poles as indicated in the Plans and these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefor.

86-4.09 (BLANK)

86-5 Detectors

**86-5.01 Video Detection System**

This specification sets forth the minimum requirements for a system that monitors vehicles on a roadway via processing of video images. The detection of vehicles passing through the field-of-view of an image sensor shall be made available to a large variety of end user applications as simple contact closure outputs that reflect the current real-time detector or alarm states (on/off) or as summary traffic statistics that are reported locally or remotely. The contact closure outputs shall be provided to a traffic signal controller and comply with the National Electrical Manufacturers Association (NEMA) type C or D detector rack input file rack standards.

The system architecture shall fully support Ethernet networking of system components through a variety of industry standard and commercially available infrastructures that are used in the traffic industry. The data communications shall support direct connect, (modem,) and multi-drop interconnects. Simple, standard Ethernet wiring shall be supported to minimize overall system cost and improve reliability, utilizing existing infrastructure and ease of system installation and maintenance. Both streaming video and data communications shall optionally be interconnected over long distances through fiber optic, microwave, or other commonly used digital communications transport configurations.

On the software application side of the network, the system shall be integrated through a client-server relationship. A communications server application shall provide the data communications interface between as few as one to as many as hundreds of Machine Vision Processor (MVP) sensors and a number of client applications. The client applications shall either be hosted on the same PC as the communications server or may be distributed over a local area network of PC's using the industry standard TCP/IP network protocol. Multiple client applications shall execute simultaneously on the same host or multiple hosts, depending on the network configuration. Additionally, a web-browser interface shall allow use of industry standard Internet web browsers to connect to MVP sensors for setup, maintenance, and playing digital streaming video.

The Video Detection System shall be the Autoscope Encore 4 (by Econolite) or approved equal and comprised of the following components for one intersection:

**Autoscope Encore 4 — Camera Video Detection System**

• (4) Encore MVP Camera
• (4) Camera Mounting Brackets
• (1) Parallel I/O Cable 24 outputs (includes TIP to TAP)
• (1) C4 Connector for Phase Monitoring
• (1) Terra Interface Panel
• (1) Terra Access Point
• (1) 1000’ Conduit Cable Polyethylene #1175-011

86-5.01A System Hardware

The machine vision system hardware shall consist of three components: 1) a color, 559 step, 10x zoom, MVP sensor 2) a modular cabinet interface unit 3) a communication interface panel. Additionally, an optional personal computer (PC) shall host the server and client applications that are used to program and monitor the system components. The real-time performance shall be observed by viewing the video output from the sensor with overlaid flashing detectors to indicate the current detection state (on/off). The MVP sensor shall optionally store cumulative traffic statistics internally in non-volatile memory for later retrieval and analysis.

The MVP shall communicate to the modular cabinet interface unit via the communications interface panel and the software applications using the industry standard TCP/IP network protocol. The MVP shall have a built-in, Ethernet-ready, Internet Protocol (IP) address and shall be addressable with no plug in devices or converters required. The MVP shall provide standard MPEG-4 streaming digital video. Achievable frame rates shall vary from 5 to 30 frames/sec as a function of video quality and available bandwidth.

The modular cabinet interface unit shall communicate directly with up to eight (8) MVP sensors and shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack providing up to thirty-two (32) inputs and sixty-four (64) outputs to a traffic signal controller.

The communication interface panel shall provide four (4) sets of three (3) electrical terminations for three-wire power cables for up to eight (8) MVP sensors that may be mounted on a pole or mast arm with a traffic signal cabinet or junction box. The communication interface panel shall provide high-energy transient protection to electrically protect the modular cabinet interface unit and connected MVP sensors. The communications interface panel shall provide single-point Ethernet connectivity via RJ45 connector for communication to and between the modular cabinet interface module and the MVP sensors.

86-5.01B System Software

The MVP sensor embedded software shall incorporate multiple applications that perform a variety of diagnostic, installation, fault tolerant operations, data communications, digital video streaming, and vehicle detection processing. The detection shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion levels. An embedded web server shall permit standard internet browsers to connect and perform basic configuration, maintenance, and video streaming services.

There shall be a suite of client applications that reside on the host client/server PC. The applications shall execute under Microsoft Windows XP, Vista or Windows 7. Available client applications shall include:

• Master network browser: Learn a network of connected modular cabinet interface units and MVP sensors, display basic information, and launch applications software to perform operations within that system of sensors,
• Configuration setup: Create and modify detector configurations to be executed on the MVP
sensor and the modular cabinet interface unit.

- Operation log: Retrieve, display, and save field hardware run-time operation logs of special events that have occurred.

- Software install: Reconfigure one or more MVP sensors with a newer release of embedded system software.

- Streaming video player: Play and record streaming video with flashing detector overlay.

- Data retrieval: Fetch once or poll for traffic data and alarms and store on PC storage media.

- Communications server: Provide fault-tolerant, real-time TCP/IP communications to/from all devices and client applications with full logging capability for systems integration. The communications server shall operate as a Windows Service.

86-5.01C. Functional Capabilities

MVP Sensor

The MVP sensor shall be an integrated imaging color CCD array with zoom lens optics, high-speed, dualcore image processing hardware bundled into a sealed enclosure. The CCD array shall be directly controlled by a dual-core MVP processor providing quality video with virtually no noise to degrade detection performance. It shall be possible to zoom the lens as required to satisfy detection objectives. The sensor shall provide JPEG video compression as well as standard MPEG-4 digital streaming video with flashing detector overlay. The MVP shall provide direct real-time iris and shutter speed control. The MVP image sensor shall be equipped with an integrated 559 step 10x zoom lens that can be changed using either configuration computer software. The faceplate of the enclosure shall be glass and shall have a thermostatically controlled indium tin oxide (ITO) heater, directly connected to the faceplate to minimize power consumption, and to keep the faceplate clear in extreme weather conditions. The exterior of the lens shall have hydrophilic coating to reduce debris accumulation and maintenance of the lens. The digital streaming video output and all data communications shall be transmitted over the three-wire power cable.

Power

The MVP sensor shall operate on 110/220 VAC, 50/60Hz at a maximum of 25 watts. The camera and processor electronics shall consume a maximum of 10 watts and the remaining 15 watts shall support an enclosure heater.

Detection Zone Programming

Placement of detection zones shall be by means of a PC with a Windows XP, Vista or Windows 7 operating system, a keyboard, and a mouse. The PC monitor shall be able to show the detection zones superimposed on images of traffic scenes.

The detection zones shall be created by using a mouse to draw detection zones on the PC monitor. Using the mouse and keyboard it shall be possible to place, size, and orient detection zones to provide optimal road coverage for vehicle detection. It shall be possible to download detector configurations from the PC to the MVP sensor and cabinet interface module, to retrieve the detector configuration that is currently running in the MVP sensor, and to back up detector configurations by saving them to the PC fixed disks or other removable storage media.
The supervisor computer's mouse and keyboard shall be used to edit previously defined detector configurations to permit adjustment of the detection zone size and placement, to add detectors for additional traffic applications, or to reprogram the MVP sensor for different traffic applications or changes in installation site geometry or traffic rerouting.

Optimal Detection

The video detection system shall optimally detect vehicle passage and presence when the MVP sensor is mounted 30 feet (10 m) or higher above the roadway, when the image sensor is adjacent to the desired coverage area, and when the distance to the farthest detection zone locations are not greater than ten (10) times the mounting height of the MVP. The recommended deployment geometry for optimal detection also requires that there be an unobstructed view of each traveled lane where detection is required. Although optimal detection may be obtained when the MVP is mounted directly above the traveled lanes, the MVP shall not be required to be directly over the roadway. The MVP shall be able to view either approaching or receding traffic or both in the same field of view. The preferred MVP sensor orientation shall be to view approaching traffic since there are more high contrast features on vehicles as viewed from the front rather than the rear. The MVP sensor placed at a mounting height that minimizes vehicle image occlusion shall be able to simultaneously monitor a maximum of six (6) traffic lanes when mounted at the road-side or up to eight (8) traffic lanes when mounted in the center with four lanes on each side.

86-5.01D Modular Cabinet Interface Unit

The modular cabinet interface unit shall provide the hardware and software means for up to eight (8) MVP sensors to communicate real-time detection states and alarms to a local traffic signal controller. It shall comply with the electrical and protocol specifications of the detector rack standards. The card shall have 1500 Vrms isolation between rack logic ground and street wiring. The modular cabinet interface unit shall be a simple interface card that plugs directly into a 170 input file rack or a NEMA type C or D detector rack. The modular cabinet interface unit shall occupy only 2 slots of the detector back. The modular cabinet interface unit shall accept up to sixteen (16) phase inputs and shall provide up to twenty-four (24) detector outputs.

86-5.01E Communications Interface Panel

The communications interface panel shall support up to six MVPs. The communications interface panel shall accept 110/220 VAC, 50/60 Hz power and provide predefined wire termination blocks for MVP power connections. A Broadband-over-Power-Cable transceiver to support up to 14Mb/s interdevice communications, electrical surge protectors to isolate the modular cabinet interface unit and MVP sensors, and an interface connector to cable directly to the modular cabinet interface unit.

The interface panel shall provide power for up to eight (8) MVP sensors, taking local line voltage 110/220 VAC, 50/60 Hz and producing 110/220 VAC, 50/60 Hz, at about 30 watts per each MVP protect the communications interface panel. Spare fuses shall be included with each panel.

86-5.01F Branch Cable Specification

This specification sets forth the minimum requirements for the branch cable. This "three-wires-only" cable is designed for 110VAC use between MVP sensors mounted on traffic structures and the traffic cabinet.

CABLE CONSTRUCTION
The cable shall consist of three conductors 18 AWG with an overall UV-resistant Low Density Polyethylene jacket.
The supervisor computer's mouse and keyboard shall be used to edit previously defined detector configurations to permit adjustment of the detection zone size and placement, to add detectors for additional traffic applications, or to reprogram the MVP sensor for different traffic applications or changes in installation site geometry or traffic rerouting.

**Optimal Detection**

The video detection system shall optimally detect vehicle passage and presence when the MVP sensor is mounted 30 feet (10 m) or higher above the roadway, when the image sensor is adjacent to the desired coverage area, and when the distance to the farthest detection zone locations are not greater than ten (10) times the mounting height of the MVP. The recommended deployment geometry for optimal detection also requires that there be an unobstructed view of each traveled lane where detection is required. Although optimal detection may be obtained when the MVP is mounted directly above the traveled lanes, the MVP shall not be required to be directly over the roadway. The MVP shall be able to view either approaching or receding traffic or both in the same field of view. The preferred MVP sensor orientation shall be to view approaching traffic since there are more high contrast features on vehicles as viewed from the front rather than the rear. The MVP sensor placed at a mounting height that minimizes vehicle image occlusion shall be able to simultaneously monitor a maximum of six (6) traffic lanes when mounted at the road-side or up to eight (8) traffic lanes when mounted in the center with four lanes on each side.

**86-5.01D Modular Cabinet Interface Unit**

The modular cabinet interface unit shall provide the hardware and software means for up to eight (8) MVP sensors to communicate real-time detection states and alarms to a local traffic signal controller. It shall comply with the electrical and protocol specifications of the detector rack standards. The card shall have 1500 Vrms isolation between rack logic ground and street wiring. The modular cabinet interface unit shall be a simple interface card that plugs directly into a 170 input file rack or a NEMA type C or D detector rack. The modular cabinet interface unit shall occupy only 2 slots of the detector rack. The modular cabinet interface unit shall accept up to sixteen (16) phase inputs and shall provide up to twenty-four (24) detector outputs.

**86-5.01E Communications Interface Panel**

The communications interface panel shall support up to six MVPs. The communications interface panel shall accept 110/220 VAC, 50/60 Hz power and provide predefined wire termination blocks for MVP power connections, a Broadband-over-Power-Cable transceiver to support up to 14 Mb/s interdevice communications, electrical surge protectors to isolate the modular cabinet interface unit and MVP sensors, and an interface connector to cable directly to the modular cabinet interface unit.

The interface panel shall provide power for up to eight (8) MVP sensors, taking local line voltage 110/220 VAC, 50/60 Hz and producing 110/220 VAC, 50/60 Hz, at about 30 watts to each MVP protect the communications interface panel. Spare fuses shall be included with each panel.

**86-5.01F Branch Cable Specification**

This specification sets forth the minimum requirements for the branch cable. This "three-wires-only" cable is designed for 110VAC use between MVP sensors mounted on traffic structures and the traffic cabinet.

**CABLE CONSTRUCTION**

The cable shall consist of three conductors 18 AWG with an overall UV-resistant Low Density Polyethylene jacket.
• 18 AWG COMPONENTS: Three conductors, 18 AWG, 19 strands of 30 gauge tin-plated copper conductor diameter .046"/.052"
• CONDUCTOR INSULATION: Extruded polyethylene 200 with nominal .030" wall thickness
• COLORS: Black, green, and white
• JACKET: Extruded black polyethylene .040"/.050" wall thickness, UV-resistant
• FINISHED DIAMETER: .330" - .354" maximum
• ELECTRICAL: 600 volts (rms)

86-5.01G System Installation & Training

The supplier of the video detection system shall supervise the installation and testing of the video detection system and computer equipment as required by the City.

Training shall be available to personnel of the City and its signal maintenance contractor in the operation, set up, and maintenance of the video detection system. The MVP sensor and its support hardware / software is a sophisticated leading-edge technology system. Proper instruction from certified instructors is recommended to ensure that the end user has complete competency in system operation. The User's Guide is not an adequate substitute for practical classroom training and formal certification by an approved agency.

86-5.01H Warranty, Service, & Support

For up to 6 years, the supplier shall warrant the video detection system at the contractor's cost. Ongoing software support by the supplier shall include software updates of the MVP sensor, modular cabinet interface unit, and supervisor computer applications. These updates shall be provided free of charge during the warranty period. The supplier shall maintain a program for technical support and software updates following expiration of the warranty period. This program shall be available to the contracting agency in the form of a separate agreement for continuing support.

MEASUREMENT AND PAYMENT

The Contract price paid for each for Furnish & Install Video Detection System (Bid Item #16) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all work related to furnishing and installing the new video detection system, including furnishing the 6-year system warranty and removing and salvaging the existing Autoscope Solo Terra video detection system and delivering the system to the City of Menlo Corporation Yard at 333 Burgess Drive, Menlo Park, CA, as indicated in the Plans and these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefor.

86-5.02 PEDESTRIAN PUSH BUTTON ASSEMBLIES

The pedestrian-pushbutton assembly shall be the Pelara Bulldog III, black, or approved equal. The assembly shall include the housing, actuator, and sign. The pedestrian pushbutton assembly shall include the housing, actuator, and sign and meets the following minimum requirements.

Housing must be either die-cast or permanent mold-cast aluminum, or ultraviolet stabilized, self-extinguishing structural plastic, if specified. Plastic housing must be black matching Color No. 17038, 27038 or 37038 of Federal Standard 595B, and colored throughout. Assembly must be rainproof and shockproof in any weather condition.

Switch must be a single-pole, double-throw, switching unit, with screw type terminals, rated 15 A at 125 V(ac), and must
have:

1. Plunger actuator and a U frame to allow recessed mounting in push button housing
2. Operating force of 3.5 pounds
3. 1/64-inch maximum pretravel
4. 7/32-inch minimum overtravel
5. 0.0004- to 0.002-inch differential travel
6. 2-inch minimum diameter actuator

Where pedestrian push button is attached to a pole, shape housing to fit the pole curvature and secure. Include saddles to make a neat fit if needed.

Where a pedestrian push button is mounted on top of a 2-1/2-inch diameter post, fit housing with a slip-fitter and use screws for securing rigidly to post.

Pedestrian push button signs must be porcelain enameled metal or structural plastic. Install push button and sign on crosswalk side of pole.

Point arrows on push button signs in the same direction as the corresponding crosswalk.

Attach sign on Type B push button assembly.

For Type C pedestrian push button assembly, mount instruction sign on the same standard as the push button assembly using 2 straps and saddle brackets. Straps and saddle brackets must be corrosion-resistant chromium nickel steel and comply with ASTM A 167, Type 302B. Theft-proof bolts must be stainless steel with a chromium content of at least 17 percent and a nickel content of at least 8 percent.

MEASUREMENT AND PAYMENT

The Contract price paid per each for Furnish & Install Pedestrian Pushbutton Assembly (Bid Item #15) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all work related to furnishing and installing the pedestrian pushbutton assemblies, including removing and disposing of the existing pedestrian pushbutton assemblies, as indicated in the Plans and these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefor.

86-6 (Blank)

86-7 REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT

86-7.01 REMOVING ELECTRICAL EQUIPMENT

The Contractor shall remove the existing signal controllers, battery back-up systems, and signal controller and service cabinets and their foundations at the intersection of Willow Road and Gilbert Avenue and at the intersection of Willow Road and Coleman Avenue and the following provisions shall apply in its removal:

Existing electrical equipment, pull boxes, and conduits, indicated to be removed in the plans and not reused or salvaged, become the Contractor's property and the Contractor shall dispose of it under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."

The existing signal controllers shall be re-installed to the new controller cabinets.

Unused underground conduit shall be abandoned in place after all conductors have been
removed, except that conduit terminations from conduit to be abandoned must be removed from pull boxes to remain.

The Contractor shall exercise care in salvaging equipment so that it will not be damaged or destroyed. The following signal equipment shall be salvaged and delivered to the City Menlo Park Corporation Yard at 333 Burgess Drive, Menlo Park:

- Autoscope Solo Terra Video Detection System (Quantity: 2 Intersections)

Holes resulting from removing pull boxes must be filled with material equivalent to the surrounding material.

MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the Contract prices paid for the various items of work, and no additional compensation shall be allowed therefor.

86-8 EMERGENCY VEHICLE DETECTOR SYSTEM

The pre-emption priority system shall be Opticom GPS system by Global Traffic Technologies or approved equal using the following: Opticom Model 3100 GPS Radio Unit, Opticom Model 764 GPS Phase Selector, Opticom Model 768 Auxiliary Interface Panel, Opticom Model 1040 GPS Card Rack and Opticom Model 1070 GPS Installation Cable.

Description. This Item governs the furnishing and installation of emergency vehicle traffic signal priority control system in field location(s) as shown on the plans and as detailed in the Special Specifications. This system shall operate in a manner that allows Radio/GPS priority control technologies to interoperate and activate one another in a consistent manner. This system shall be compatible with the current emergency vehicle traffic signal priority system equipment that the Menlo Park Fire Protection District had installed on its fire trucks and fire engines.

The priority control system shall consist of intersection equipment capable of employing data-encoded radio communications to identify the presence of designated priority vehicles. The system shall consist of the following components:

Intersection Components

1) Multimode Phase Selector. The multimode phase selector shall recognize inputs from both infrared and Radio/GPS activation methods at the intersection and supply coordinated inputs to the controller. The multimode phase selector shall process the data in order to validate that all parameters required for granting a priority request are met. It shall be located within the controller cabinet at the intersection. It shall request the controller to provide priority to a valid priority vehicle by connecting its outputs to the traffic controller's preemption inputs.

2) Intersection Radio/GPS Module. The intersection radio/GPS module shall transmit a beacon every second and receive the data transmitted by the vehicle equipment and relay this information to the phase selector as well as other system-equipped intersections. It shall also obtain position information from the GPS satellites.

3) Radio/GPS Cable. The radio/GPS cable shall carry the data received from the intersection radio/GPS unit to the phase selector. It shall also carry the power for the radio and GPS components provided by the phase selector. The same cable shall be used to carry the data between the vehicle radio/GPS unit and the vehicle control unit. The cable used to connect the
radio/GPS unit to the phase selector shall be a shielded 10 conductor data cable; the use of coax cable is not permitted.

4) Card Rack. The card rack shall provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.

5) Auxiliary Interface Panel. The auxiliary panel shall provide additional preemption outputs if needed. It shall also provide a connection point for the phase selector to monitor the status of the intersection's green lights (green sense). Additional RS-232 communication ports may also be accessed via this panel. The auxiliary interface panel will also contain outputs to drive confirmation lights and time sync output.

Materials. Provide new, corrosion resistance materials for all items furnished, assembled, fabricated or installed under this item, in strict accordance with the details shown on the plans and in the specifications.

Equipment.

Intersection Equipment

Multimode Phase Selector

The multimode phase selector recognizes inputs from both infrared and Radio/GPS activation methods at the intersection and supplies coordinated inputs to the controller.

The multimode phase selector is designed to be installed in the traffic controller cabinet and is intended for use directly with numerous controllers. These include California/New York Type 170 controllers with compatible software, NEMA controllers, or other controllers along with the system card rack and suitable interface equipment and controller software.

The multimode phase selector will be a plug-in, four channel, multiple-priority, multi-modal device intended to be installed directly into a card rack located within the controller cabinet. The multimode phase selector shall be capable of using existing infrared or Radio/GPS system card racks.

The multimode phase selector may be powered from either +24 VDC or 120 VAC.

The multimode phase selector shall support front-panel RS-232, USB and Ethernet interfaces to allow management by on-site interface software and central software. An RS-232 port shall be provided on the rear card edge of the unit. Additional RS-232 communication ports shall be available using the auxiliary interface panel.

The multimode phase selector shall include the ability to directly sense the green traffic controller signal indications through the use of dedicated sensing circuits and wires connected directly to field wire termination points in the traffic controller cabinet. This connection shall be made using the auxiliary interface panel.

The multimode phase selector shall have the capability of storing a minimum of 10,000 priority control calls. When the log is full, the phase selector shall drop the oldest entry to accommodate the new entry. The phase selector shall store each call record in non-volatile memory and shall retain the record if power terminates. Each preemption record entry shall include the following points of information about the priority call:

1) Agency: Indicates the operating agency of the vehicle.

2) Classification: Indicates the class type of vehicle.
3) Identification number: Indicates the unique ID number of the vehicle.
4) Priority level: Indicates the vehicle's priority level (high, low or probe).

5) Direction: Channel A, B, C, or D; indicates the vehicle's direction of travel.

6) Call duration: Indicates the total time in seconds the priority status is active.

7) Final greens at end of call: Indicates which phases are green at the end of the call.

8) Duration of the final greens: Indicates the total time final greens were active at the end of call.

9) Time and date call started and ended: Indicates the time a priority call started and ended, provided in seconds, minutes, hours, day, month, and year.

10) Turn signal status: Indicates the status of the turn signal during the call. 8-17 1123 04-12

11) Priority output active: Indicates if the phase selector requested priority from the controller for the call.

12) No preempt cause: Indicates the condition that prevented the call or caused the call to terminate.

13) Speed of vehicle: entry speed, exit speed, average speed through call.

14) Relative priority: relative priority of vehicle class logged at time of call.

15) Directional priority: directional priority logged at time of call.

16) Preempt output used.

17) Signal intensity: maximum and minimum infrared signal intensity during call.

The multimode phase selector shall support a minimum of 5000 code pairs (agency ID, vehicle ID) for each of the priority levels, high and low, providing unique vehicle identification and system security implementation at the vehicle level.

The multimode phase selector shall include several programmable control timers that will limit or modify the duration of a priority control condition, by channel. The control timers will be as follows:

1) MAX CALL TIME: Sets the maximum time that a channel is allowed to be held active by a specific vehicle. It shall be settable from 60 to 65,535 seconds in one-second increments. The factory default shall be 360 seconds.

2) OFF APPROACH CALL HOLD TIME: Sets the amount of time a call is held on a channel after the vehicle has left the approach. It shall be settable from 4 to 255 seconds in one-second increments. The factory default shall be 6 seconds.

3) LOST SIGNAL CALL HOLD TIME: Sets the amount of time that a call is held on a channel after the intersection has lost contact with the vehicle. It shall be settable from one to 255 seconds in one-second increments. The factory default shall be six seconds.
4) CALL DELAY TIME: Sets the amount of time a call must be recognized before the phase selector activates the corresponding output. It shall be settable from zero to 255 seconds in one-second increments. Its factory default shall be zero seconds.

5) The multimode phase selector shall have the ability to enable or disable all calls of all priority levels. This shall be independently settable by channel.

6) A unique intersection name, which shall be broadcast, shall be settable for each multimode phase selector.

7) Up to 25 different radio channels shall be available to be assigned to the multimode phase selector.

The multimode phase selector shall operate in a mode that shall vary the output based on the status of the approaching vehicle's turn signal. Additional outputs available on an Auxiliary Interface Panel may be needed. Settings shall be available for this mode as follows:

1) Output mappings for each channel.

2) Separate setting for high and low priority levels.

3) Separate settings for each left turn, right turn or straight signal status for each of the four channels and priority levels.

The multimode phase selector's default values shall be programmable by the operator on-site or at a remote location. The multimode phase selector shall be capable of three levels of signal discrimination, as follows:

1) Verification of the presence of the signal of either High priority or Low priority.

2) Verification that the vehicle is approaching the intersection within a prescribed Estimated Time of Arrival (ETA).

3) Determination of when the vehicle is within the prescribed range, either by intensity level or distance from the intersection.

The multimode phase selector shall include one opto-isolated NPN output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:

1) 6.25Hz ± 0.1Hz 50% on/duty square wave in response to a Low priority call.

2) A steady ON in response to a High priority call.

3) The phase selector will also have the option of providing separate outputs for High and Low priority calls for controllers that do not recognize a 6.25 Hz pulsed Low priority request.

4) Additional outputs or output modes shall also be available on the auxiliary interface panel.

The multimode phase selector shall accommodate three methods for setting range thresholds for High and Low priority signals:

1) Based on the approaching vehicle's Estimated Time of Arrival (ETA). This shall be settable between 0 and 255 seconds in one-second increments. The factory default shall be 30 seconds. The ETA threshold shall be independently settable by each of the following parameters: vehicle class, approach channel and priority level.
2) Based on the approaching vehicle’s distance from the intersection. This shall be settable between 0 and 5,000 feet in one foot increments. The factory default shall be 1000 feet. The distance threshold shall be independently settable by each of the following parameters: vehicle class, channel and priority level.

3) Based on Infrared emitter intensity the system shall accommodate setting a separate range from 200 feet (61m) to 2,500 feet (762m) with 1,200 range set points for both High and Low priority signals.

The multimode phase selector will have the following indicators:

1) A STATUS indicator that illuminates steadily to indicate proper operation.

2) A link indicator on the multimode phase selector illuminates green if other radios are within range.

3) A radio indicator that indicates the status of the communication between the vehicle control unit and the radio/GPS unit. The indicator illuminates amber to indicate that there is communication between the vehicle control unit and the radio/GPS unit. The indicator illuminates green to indicate that a GPS signal has been acquired and the 2.4 GHz radio is on the air.

4) LED indicators (one for High priority, one for Low priority) for each channel display active calls as steady ON and pulse to indicate pending preemption requests.

The phase selector shall have a test switch for each channel to test proper operation of high or low priority.

The multimode phase selector shall utilize the time obtained from the GPS satellites to time stamp the activity logs. The user will set the local time zone (offset from GPS time) via the interface software.

The interface software shall have the capability to set the multimode phase selector to automatically adjust the GPS time offset for changes in daylight savings time.

An auxiliary interface panel shall be available to facilitate interconnections between the multimode phase selector and traffic cabinet wiring as well as provide additional outputs.

A multimode phase selector port may be configured to output GPS data at a user selectable baud rate in the NMEA 0183 format. It will output the following messages (depending on the baud rate):

GGA - Global Positioning System Fix Data (2400 baud and higher)

GSA - GPS DOP and active satellites (2400 baud and higher)

GSV - Satellites in view (4800 baud and higher)

RMC - Recommended Minimum Navigation Information (1200 baud and higher)

For traffic controllers that are capable of interpreting GPS data in the NMEA 0183 serial format, this GPS data may be used to synchronize the controller’s clock using the GPS date and time.

Additionally, a discrete output from the phase selector may be used to reset the traffic controller using the clock reset function/input of the controller. This output shall be available on the
Auxiliary Interface Panel. This output shall be referenced to the GPS date and time. This output may be configured as follows:

1) Enabled or Disabled

2) Time of day reset is activated (12:00 A.M. to 6:00 A.M. in 30 minute increments)

3) Duration of reset pulse (100-2,000 milliseconds)

4) Repeat every 1 to 30 days

The following diagnostic tests are incorporated in the multimode phase selector:

1) Power up built in test

2) Communications port tests

3) Preemption output test call

4) Detector response test

The multimode phase selector shall be capable of call bridging. Call bridging enables the treatment of two vehicles requesting priority activation to have their calls linked together to hold a call to the controller so that they may traverse the approach together.

When used with a GPS radio unit, the multimode phase selector shall relay a priority request to the next adjacent intersection based on the direction indicated by the vehicle's turn signals.

The multimode phase selector shall support evacuation mode for low priority calls. Upon activation of this mode from the central management software, low priority vehicle calls shall be recognized by the multimode phase selector as if they were high priority vehicle calls for a temporary period of time as defined by the user.

This mode shall be supported for both infrared and radio/GPS units. Vehicles transmitting high priority signals shall continue to maintain priority over the evacuation mode priority vehicles.

The multimode phase selector shall allow relative priority. Relative priority allows emitter classes to be used as an additional level of prioritization within priority levels (i.e., high and low priority levels have different sets of relative priorities). Relative priority shall support up to 16 unique classes in each priority level (High and Low). Relative priority class level 16 will have the highest weight and 1 the lowest weight in each. If relative priority is enabled, a priority call will be granted to the caller with the higher class level within high and low priority levels. A vehicle with a call granted, shall be able to have its call taken away by a higher level class vehicle. The system shall provide a lockout threshold that once met, shall disallow higher relative priority calls from taking away a call. Separate thresholds for infrared and Radio/GPS calls shall be provided. Infrared call thresholds shall be specified as an intensity with a default value of 1,000. Radio/GPS call thresholds shall be specified as an ETA in seconds. The default ETA shall be 12 seconds. Threshold values for both types of calls shall be settable via system software. High priority calls will always be served over low priority calls regardless of either's relative class. Preemption for vehicles with the same base priority (high, low) and the same relative priority is done using the default first come, first served mechanism. Relative priority is capable of being enabled or disabled using system software. Relative priority for high and low can be separately enabled or disabled using system software. The default settings for all relative priority (high and low) values will be 15. Relative priority shall be disabled by default for both high and low priority.

Intersection Radio/GPS Module
A GPS receiver and antenna will obtain the intersection position from the GPS satellite system operated by the DoD. The time information from the GPS satellites will be used to synchronize the frequency hopping of the 2.4 GHz radio and to time stamp the activity log. The GPS receiver and the GPS antenna will reside inside of the radio/GPS module.

A 2.4 GHz spread spectrum/frequency hopping radio will provide the communications from the intersection to the vehicle as well as from intersection to intersection. The radio shall have a maximum transmit power of not more than 1 watt. The radio shall have an unobstructed range of at least 2,500 feet (762 m). The radio will meet FCC Part 15 rules. The radio and the radio antenna will reside inside of the radio/GPS module.

The radio/GPS module will be housed in a white, impact resistant polycarbonate housing that will include a water resistant wire entry point. It will contain a water resistant access cover to facilitate cable termination.

The radio/GPS module will be designed for mounting at or near an intersection on mast arms and span wire poles. Additional hardware may be needed.

The radio/GPS module will communicate to the phase selector via a radio/GPS cable up to 250 feet (76 m) in length.

As an alternate the following radio/GPS unit and radio GPS antenna, may be used in the intersection.

The radio/GPS module will have dimensions of no greater than 4.5 inches (11.4 cm) wide by 2.75 inches (7.0 cm) high by 8.0 inches (20.3 cm) long. This module may also be used in the intersection.

The radio/GPS antenna will be a hemispherical dome with a height of 1.43" (3.6 cm) a diameter of 2.85" (7.2 cm) with a pair of 15' (4.6 m) coax cables with factory terminated SMA connectors. One of these connectors will have a pin and the other will have a socket.

This antenna will include one element for receiving the GPS signal and one element for transmitting and receiving the radio signal. This antenna (along with the radio/GPS module described in paragraph 5 above) may also be used in the intersection.

Radio/GPS Cable

The radio/GPS cable will deliver sufficient power from the phase selector to the radio/GPS module and will deliver the necessary quality signal from the radio/GPS module to the phase selector over a non-spliced distance of 250 feet (76 m). Use of coaxial cable is not permitted for this cable.

The radio/GPS cable will deliver sufficient power from the vehicle control unit to the radio/GPS module and will deliver the necessary quality signal from the radio/GPS module to the vehicle control unit over a non-spliced distance of 50 feet (15 m).

The cable will be of durable construction to satisfy the following installations:

1) Direct burial.

2) Conduit and mast arm.

3) Exposed overhead (supported by messenger wire).
The outside diameter of the cable will not exceed 0.4 inches (10.16 mm).

The insulation rating of the cable will be 300 volts minimum.

The temperature rating of the detector cable will be -40°F (-40°C) to +194°F (+90°C).

The conductors will be AWG #20 (7x28) stranded and individually tinned. The cable will be shielded and have a drain wire to provide signal integrity and transient protection.

The radio/GPS cable wires shall be color coded as follows:

1) Yellow/Yellow-Black dot for Radio transmit.

2) Blue/Blue-White dot for Radio receive.

3) Orange/Orange-Green dot for Radio clock.

4) Brown/Brown-White dot for GPS power and common.

5) Violet/Violet-White dot for Radio power and common.

6) Bare for shield drain.

When the aluminum enclosure version of the radio/GPS module is used, a radio/GPS cable assembly using the above cable with a 15-pin connector that will mate with the connector on the radio/GPS module will be used.

Card Rack

The required card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.

The card rack will be factory wired with one connector, located behind the card slot, and one connector on the front of the card rack.

The card rack connector on the front will provide for connections to the traffic controller.

One version of the card rack will contain a 24 VDC power supply to power the phase selector. The power supply will be capable of being powered by 100-240 VAC 50-60 Hz.

Another version of the card rack will pass 120 VAC through to the rear card rack connector. This version will provide labeled terminal blocks for connecting the primary infrared detectors to a phase selector.

Additionally there shall be an optional card rack with a built-in electromechanical relay for use in switching high current loads such as flashers and gate operators. The relay shall be capable of switching the following loads.

1) Resistive
   a) 10 A, 240 VAC
   b) 10 A, 30 VDC
2) General Use
   a) 7.5 A, 120 VAC
   b) 7.5 A, 240 VAC
   c) 7 A, 30 VDC
   d) 1/8 hP, 120 VAC
   e) 1/3 hP, 240 VAC

On-site Interface Software

Interface software shall be provided to manage the multimode phase selector while on-site at
the intersection.

The on-site software shall be provided on CD-ROM or via download from the vendor’s website.

The on-site software shall be supported on Windows™ XP and Windows™ 7 operating
systems.

The vendor shall provide minimum hardware configuration information for computer(s) running
the on-site software.

The on-site software shall provide context-sensitive online help. The on-site software shall allow
the user to view and update all programmable configuration parameters of the multimode phase
selector.

The on-site software shall allow the user to provide intersection name and approach names for
each of the four channels and store these as part of the multimode phase selector
configuration.

The on-site software shall allow the user to view and update valid and blocked vehicle codes for
the multimode phase selector.

The on-site software shall allow the user to create preemption zones directly on a GIS map.
Provided the map data is complete, it shall not be necessary to drive a vehicle to create the
preemption zones. In areas where map data is incomplete or incorrect, it shall be possible to
record points to be used as a reference to create the preemption zones.

The on-site software shall allow the user to save the configuration from the multimode phase
selector to a file.

The on-site software shall allow the user to restore the configuration for a multimode phase
selector from a saved configuration file.

The on-site software shall allow the user to print the multimode phase selector configuration.

The on-site software shall allow the user to view the activity log from the multimode phase
selector.

The on-site software shall allow the user to save the activity log to a file. The on-site software
shall allow the user to print the activity log.
The on-site software shall allow the user to update firmware for all upgradable modules of the multimode phase selector.

The on-site software shall display current status of all vehicles within range of the multimode phase selector, both in table format and displayed on a GIS map (GPS Vehicles only). The following details shall be tracked (Fields will vary by vehicle type):

1) The approach channel
2) Vehicle code
3) Priority level
4) Preempt / priority status
5) No preempt cause
6) Turn signal status
7) Signal strength
8) Unit ID
9) Radio channel
10) ETA, distance, heading and velocity of vehicles in approach corridor
11) Source of the call: vehicle or intersection
12) Green phase monitoring with information on the current greens
13) Active preemption / priority output
14) Noise levels
15) Intensity
16) Primary or Auxiliary detector

The on-site software shall display current status of all other intersections within radio range of the multimode phase selector. The following details shall be tracked:

1) Name
2) Radio channel
3) Signal strength
4) Number of vehicle tracked
5) Number of satellites heard
6) Fix type
7) Horizontal and position dilution
8) Unit ID The on-site software shall display current status of visible GPS satellites.

The following details shall be tracked:

1) Intersection latitude and longitude

2) Fix type

3) Horizontal and position dilution

4) Satellite number, elevation, and azimuth

MEASUREMENT AND PAYMENT

The Contract price paid per each for Furnish & Install Emergency Vehicle Detector System (Bld Item #19) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all work related to furnishing and installing the new emergency vehicle detector system as indicated in the Plans and these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefor.
THIS PAGE LEFT BLANK INTENTIONALLY
LIST OF SUBCONTRACTORS

NOTE: It is illegal - and grounds for any Contract hereby awarded to be declared void - for the Contractor to perform any of the work with a subcontractor who is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any public money paid to a debarred subcontractor shall be returned to the City by the Contractor, and the Contractor shall be responsible for payment of wages to workers of the subcontractor who had been allowed to work on the project.

Per Sections 4100-4114 of the Public Contracts Code, the Bidder shall list the name, California contractor license number, address and telephone number of each subcontractor to whom the Bidder proposes to subcontract portions of the work in excess of 0.5% of the total Contract, or $10,000.00, whichever is greater.

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26.11 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

CONTRACTOR TO BE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 171.1 (a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR'S NAME (CALIFORNIA LICENSE NUMBER)</th>
<th>PLACE OF BUSINESS (ADDRESS &amp; PHONE)</th>
<th>DESCRIPTION OF PORTION OF WORK SUBCONTRACTED</th>
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<tr>
<td>Golden Bay, Inc. 451401 010-10000-2670</td>
<td>Hayward CA 510-783-2960</td>
<td>Concrete 1C Ramp</td>
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If more space is needed, staple separate sheets to the Proposal. In addition to the information required here, each extra sheet must include the name of the Project, as well as the time and date of the Bid Opening, as listed on the Notice To Contractors.
# Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE)

## Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Firm Name/ Address/ City, State, ZIP</th>
<th>Phone/ Fax</th>
<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
<th>Local Agency Use Only (Certified DBE?)</th>
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<tbody>
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Distribution: 1) Original - Local Agency File

DLA-OB 13-06

August 12, 2013
**EXHIBIT 12-B BIDDER’S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

<table>
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<th>Phone/ Fax</th>
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<th>Description of Portion of Work to be Performed</th>
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DLA-OB 15-06

August 12, 2013
PRINCIPAL PERSONS WITH INTEREST IN PROPOSAL

The names of all persons interested in the foregoing Proposal as principals are as follows:

IMPORTANT NOTICE. If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

W. Bradley Electric, Inc.

Leslie Murphy CEO

Mike Murphy COO

RALPH GREENWOOD CFO

EXPERIENCE AND FINANCIAL QUALIFICATIONS

The bidder has been engaged in the contracting business under State License No. 390241 for a period of 38 years.

The bidder’s three most recently completed Contracts are:

1. Title of Project: See attached
   Owner:
   Address:
   Telephone No.:
   Engineer in Charge:
   Date Accepted:
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Details</th>
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<tbody>
<tr>
<td>Maggiora &amp; Ghilotti Inc. 555 DuBois Street</td>
<td>Wildcat Creek 11-124186</td>
</tr>
<tr>
<td>City of Menlo Park 701 Laurel Street Menlo Park, CA 94025</td>
<td>Traffic Signal Modification 11-127370</td>
</tr>
<tr>
<td>Northwest General Engineering 5492 Old Redwood Hwy Santa Rosa, CA 95406</td>
<td>Smart Multi Use Path 11-125081</td>
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<td>City of Sausalito 420 Litho Street Sausalito, CA 94965</td>
<td>Street Series Streetlight 11-128818</td>
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<td>Vanguard Construction 651 Enterprise Ct Livermore, CA 94550</td>
<td>Safe Routes to School 11-127364</td>
</tr>
<tr>
<td>Team Ghilotti 2531 Petaluma Blvd So. Petaluma, CA 94952</td>
<td>Arnold Dr @ Agua Caliente 11-127359</td>
</tr>
<tr>
<td>City of Daly City 333 90th Street Daly City, CA 94015</td>
<td>Lake Merced Blvd Crosswalk 11-128672</td>
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<tr>
<td>Ghilotti Bros 525 Jacoby Street San Rafael, CA 94901</td>
<td>S Novato Bus Stop Impr. 11-126147</td>
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<td>Interstate Grading &amp; Paving 128 South Maple Avenue S San Francisco, CA 94080</td>
<td>Forbes Blvd Bike Lane Impr 11-127946</td>
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<tr>
<td>City of East Palo Alto 2415 University Avenue E Palo Alto, CA 94303</td>
<td>Signal Upgrade 11-124486</td>
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<tr>
<td>Skanska USA Building 611 Gateway S San Francisco, CA 94080</td>
<td>Outdoor Ltg LED Retrofit 11-129360</td>
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<tr>
<td>Gallagher &amp; Burk 344 High Street Oakland, CA 94601</td>
<td>7th St W Transit Village 11-112503</td>
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Contract Amount: $301,590
Completed: February 2014
Contract Amount: $61,480
Completed: February 2014
Contract Amount: $124,358.99
Completed: May 2014
Contract Amount: $177,221
Completed: May 2014
Contract Amount: $116,730
Completed: July 2014
Contract Amount: $115,257
Completed: July 2014
Contract Amount: $89,226
Completed: July 2014
Contract Amount: $167,227
Completed: July 2014
Contract Amount: $869,931
Completed: October 2014
Contract Amount: $622,877
Completed: November 2014
Contract Amount: $570,422
Completed: November 2014
Contract Amount: 531,791
Completed: December 2014
2. Title of Project: 

Owner: 
Address: 
Telephone No.: 
Engineer in Charge: 
Date Accepted: 

3. Title of Project: 

Owner: 
Address: 
Telephone No.: 
Engineer in Charge: 
Date Accepted: 

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Name of Bank: Bank of Marin
Address: 1450 Grant Ave, Novato 94945

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Company: Wells Fargo Insurance Services
Address: 1350 Treat Blvd, Ste. 550, Walnut Creek 94597

Company: 
Address: 

W. Bradley Electric, Inc.
**BIDDER'S PERSONNEL**

The following is a list of key personnel including a listing of the person's knowledge, ability or trade along with a brief description of their experience. If Bidder is awarded the Contract, it is understood that the work will be directed and actively supervised by one of these persons. Additional numbered pages outlining this portion of the proposal may be attached to this page.

<table>
<thead>
<tr>
<th>List of Personnel</th>
<th>Knowledge/Skills</th>
<th>Experience</th>
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</tr>
</tbody>
</table>
Steve Milina
Traffic Division Foreman

Experience:

2005 – Present

**WBE Traffic Signal – Traffic Foreman**
- Supervising large projects to $8 million+
- Directing work crews
- Coordinating with on-site owners, representatives and other contractors
- Attending construction meetings
- Holding safety meetings
- Weekly paperwork
- Client relations
- Project tool and material inventory

Partial List of Projects:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Location</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMART Corridor</td>
<td>San Mateo, CA</td>
<td>$7,820,470.00</td>
</tr>
<tr>
<td>Area School Improvements</td>
<td>Brentwood, CA</td>
<td>$306,969</td>
</tr>
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<td>Victoria Avenue/ El Camino Real Signal</td>
<td>Millbrae, CA</td>
<td>$308,530.00</td>
</tr>
<tr>
<td>Kaiser Phase 2</td>
<td>Oakland, CA</td>
<td>$1,050,916.00</td>
</tr>
<tr>
<td>City of Fairfield</td>
<td>Fairfield, CA</td>
<td>$3,075,000.00</td>
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<tr>
<td>Traffic Signal</td>
<td>San Leandro, CA</td>
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Steve Milina
Traffic Division Foreman

Experience:

2005 – Present

WBE Traffic Signal – Traffic Foreman

- Supervising large projects to $8 million+
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<tr>
<td>Motco Parking Lot (Federal Government)</td>
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<td>$3,075,000.00</td>
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<td>Kaiser Oakland</td>
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<td>Street &amp; Ped Lighting Retrofit</td>
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<td>Park View Neighborhood Project</td>
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<td>May Valley Neighborhood Project</td>
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<td>Sosco at 8th Street Traffic Signals</td>
<td>Napa, CA</td>
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<td>San Pablo Streetscape</td>
<td>Vacaville, CA</td>
<td>$1,900,000.00</td>
</tr>
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</table>
Tony Hill  
Traffic Division Foreman

Experience:


- Supervising large projects to $8 million+
- Directing work crews
- Coordinating with on-site owners, representatives and other contractors
- Attending construction meetings
- Holding safety meetings
- Weekly paperwork
- Client relations
- Project tool and material inventory


- Supervising projects of any size
- Directing work crews
- Coordinating with on-site owners, representatives and other contractors
- Attending construction meetings
- Holding safety meetings
- Weekly paperwork
- Client relations
- Project tool and material inventory
- Ordering and releasing materials

Partial List of Projects:

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>City of Napa</th>
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<tbody>
<tr>
<td>Project Location:</td>
<td>Napa, CA</td>
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<td>Contract Amount:</td>
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<table>
<thead>
<tr>
<th>Project Name:</th>
<th>City of Tracy</th>
</tr>
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<tbody>
<tr>
<td>Project Location:</td>
<td>Tracy, CA</td>
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<tr>
<td>Contract Amount:</td>
<td>$1,845,680.00</td>
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</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>City of Concord</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location:</td>
<td>Concord, CA</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>$200,000.00</td>
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Partial List of Projects:

<table>
<thead>
<tr>
<th>Project Name</th>
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<tbody>
<tr>
<td>Signal Upgrade</td>
<td>$597,544.00</td>
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<tr>
<td>Project Location:</td>
<td>East East Palo Alto, CA</td>
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<tr>
<td>Downtown Upgrade</td>
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<td>Project Location:</td>
<td>Benicia, CA</td>
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<tr>
<td>Wild Creek Ball Field</td>
<td>$320,000.00</td>
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<tr>
<td>Project Location:</td>
<td>San Pablo, CA</td>
</tr>
</tbody>
</table>
Bryan Bins
Traffic Division Foreman

Experience:

2012 – Present  WBE Traffic Signal – Traffic Foreman
- Directing work crews
- Coordinating with on-site owners, representatives and other contractors
- Attending construction meetings
- Holding safety meetings
- Weekly paperwork
- Client relations
- Project tool and material inventory

2009-2012  Andrew Construction – Traffic Foreman/ Crane Operator
- Supervising projects of any size
- Directing work crews
- Coordinating with on-site owners, representatives and other contractors
- Attending construction meetings
- Holding safety meetings
- Weekly paperwork
- Client relations
- Project tool and material inventory
- Ordering and releasing materials

- Assisting with supervising projects of any size
- Directing work crews
- Coordinating with on-site owners
- Representatives and other contractors
- Attending construction meetings
- Supervise safety procedures
- Scripting and estimating
- Material, toll inventory control
Joe Tremaine continued

LARGEST PROJECTS AS SUPERINTENDENT:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Location</th>
<th>Contract Amount</th>
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<tbody>
<tr>
<td>Grant Street Lighting Improvements</td>
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<tr>
<td>Traffic Signal Modification</td>
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<tr>
<td>State Route 12 @ Arnold Drive</td>
<td>Sacramento, CA</td>
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<tr>
<td>Redwood Boulevard</td>
<td>Novato, CA</td>
<td>$74,553.00</td>
</tr>
</tbody>
</table>
EXPERIENCE:

2002 – Present  
**WBE Traffic Signal - Superintendent**  
- Managing projects of any size to $1.5 million+  
- Job walk throughs  
- Attending construction meetings  
- Project scheduling  
- Project billing and review  
- Client relations  
- Project design and implementation  
- Design assist  
- Implementations and costing of project changes  
- Value engineering  
- Creating budgets and timelines  
- Employee supervision  

1997 – 2002  
**Mike Brown Electric – Foreman/Electrician**  
Experience:  
- Supervising projects of any size  
- Directing work crews  
- Coordinating with on-site owners, representatives and other contractors  
- Attending construction meetings  
- Holding safety meetings  
- Weekly paperwork  
- Client relations  
- Project tool and material inventory  
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<td>$1,900,000.00</td>
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</table>
Rick Brumm
Traffic Division Project Manager

Experience:

2002 – Present
WBE Traffic Signal – Division Manager/Project Manager
Experience:
• Managing projects of any size to $3 million+
• Job walk throughs
• Estimating
• Attending construction meetings
• Project scheduling
• Project billing and review
• Client relations
• Project design and implementation
• Design assist
• Implementations and costing of project changes
  • Value engineering
  • Creating budgets and timelines
  • Personnel scheduling and coordination
  • Employee supervision

1976 – 2002
Steiny & Company, Traffic Signal Division. – Estimator and Project Manager
Experience:
• Managing projects
• Job walk throughs
• Estimating
• Attending construction meetings
• Project scheduling
• Project billing and review
• Client relations
• Project design and implementation
• Implementation and costing of project changes
  • Value engineering
  • Creating budgets and timelines
  • Personnel scheduling and coordination
  • Employee supervision
AFFIDAVIT OF NON-COLLUSION

State of California  
County of Marin  

I, Ralph Greenwood, being first duly sworn, depose and say that I am the authorized representative of the party making the foregoing bid in accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in this bid are true; and, further, that the bidder has not, directly or indirectly submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed by Contractor's Representative: Ralph Greenwood  
RALPH GREENWOOD CFO

STATE OF CALIFORNIA  
COUNTY OF Marin  

On August 15th, 2015, before me, M. Bueno, Notary Public, personally appeared Ralph Greenwood who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 M. Bueno

M. BUENO
Commission No. 2081748
NOTARY PUBLIC-CALIFORNIA
MARIN COUNTY
My Comm. Expires SEPTEMBER 15, 2019
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has [ ] has not been convicted within the preceding three years of any offenses referred to in that Section. These offenses include any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

   YES ________    NO [X]

If the answer is yes, explain the circumstances in the following space:

______________________________________________________________________________

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

WORKERS COMPENSATION REQUIREMENTS

The Contractor hereby states that he is aware of the provisions of Section 3700 of the Labor Code, which 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 he agrees to comply with such provisions before commencing the performance of the work of this Contract.

[Signature]
SIGNED BY REPRESENTATIVE OF BIDDER
RALPH GREENWOOD CFO
DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, they or any person associated therewith in the capacity of owner, partner, director, officer, manager (please check if applicable):

[ ] Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;

[ ] Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three (3) years;

[ ] Does not have a proposed debarment pending; and

[ ] Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space:

______________________________

______________________________

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

______________________________

______________________________

Note: Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10102, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal I further certify, under penalty of the perjury under the laws of the State of California that the Non-Collusion Affidavit, and the Debarment and Suspension Certification are true and correct.

Date: 5-6-15

(Type or print name): RALPH GREENWOOD CEO

(Signature of Bidder): [Signature]

Business Address (Street Address, City, State & Zip Code):

90 Hill Road
Novato, CA 94945

Business Phone: (415) 898-1400

Fax No.: (415) 898-2554
NON-LOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

Dated: 8-6-2015.

[Signature]
RALPH GREENWOOD CFO

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.
DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
   a. contract
   b. grant
   c. cooperative agreement
   d. loan
   e. loan guarantee
   f. loan insurance

2. Status of Federal Action:
   a. bid/offer/application
   b. initial award
   c. post-award

3. Report Type:
   a. initial
   b. material change

   For Material Change Only:
   year ______ quarter ______
   date of last report ______

4. Name and Address of Reporting Entity
   a. Prime
   b. Subawardee
   Tier ______, if known
   Congressional District, if known ______

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

   Congressional District, if known ______

6. Federal Department/Agency:

7. Federal Program Name/Description:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
    (If individual, last name, first name, MI)

    b. Individuals Performing Services (including
       address if different from No. 10a)
       (last name, first name, MI)

   (attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
    $__________  □ actual  □ planned

12. Form of Payment (check all that apply):
    □ a. cash
    □ b. in-kind; specify: nature __________
        value __________

13. Type of Payment (check all that apply)
    □ a. retainer
    □ b. one-time fee
    □ c. commission
    □ d. contingent fee
    □ e. deferred
    □ f. other, specify __________

14. Brief Description of Services Performed or to be performed and Date(s) of Service, Including
    officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

   (attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:  Yes □  No □

16. Information requested through this form is authorized by
    Title 31 U.S.C. Section 1352. This disclosure of
    lobbying reliance was placed by the tier above when his
    transaction was made or entered into. This disclosure is
    required pursuant to 31 U.S.C. 1352. This information
    will be reported to Congress semiannually and will be
    available for public inspection. Any person who fails to
    file the required disclosure shall be subject to a civil
    penalty of not less than $10,000 and not more than
    $100,000 for each such failure.

Federal Use Only:

Signature: ____________________________

Print Name: __________________________

Title: _______________________________

Telephone No.: ______________________  Date: __________

Authorized for Local Reproduction
Standard Form LLL Rev. 09-12-97
INSTRUCTIONS FOR COMPLETION OF STANDARD FORM LLL.

DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-80-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.

   (b) Enter the full names of the individual(s) performing services and include full address if different
from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
CITY OF MENLO PARK
STATE OF CALIFORNIA

BID BOND

Note: Bidders may use this form as the Bid Bond to accompany proposals or may substitute standardized bond forms prepared by their surety. If substitute forms are submitted, the following text shall be included.

KNOW ALL PERSONS BY THESE PRESENTS, that we, ___________________________________________________________________, as Principal, and ___________________________________________________________________, as Surety, are held and firmly bound unto the City of Menlo Park, hereinafter called "City", in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying Proposal dated _________________, 2014, for the "WILLOW ROAD TRAFFIC SIGNAL MODIFICATION PROJECT".

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the Contract and shall within the period specified in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms are presented to him/her for signature, enter in a written Contract with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such Contract and give such City bonds, within the time specified, if the Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court.
IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ______ day of __________, 2014, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Corporate Seal) Principal:

By: ____________________________

Title: ____________________________

(Acknowledgment) Surety:

By: ____________________________

Attorneys-in-fact

Title: ____________________________

(Acknowledgment) 

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, ______________________, Notary Public, personally appeared ______________________, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 ________________

Page 38 Willow Road Traffic Signal Modification Project
Note: Bidders may use this form as the Bid Bond to accompany proposals or may substitute standardized bond forms prepared by their surety. If substitute forms are submitted, the following text shall be included.

KNOW ALL PERSONS BY THESE PRESENTS that we, W. Bradley Electric, Inc., as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City of Menlo Park, hereinafter called "City", in penal sum of ten percent (10%) of the total amount of the bid of the principal submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal dated August 11th, 2015, for the "WILLOW ROAD TRAFFIC SIGNAL MODIFICATION PROJECT".

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the Contract and shall within the period specified in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms are presented to him/her for signature, enter in a written Contract with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such Contract and give such City bonds, within the time specified, if the Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court.
IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 5th day of August, 2014, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Corporate Seal)

Principal: W. Bradley Electric, Inc.

By: ____________________________

Title: CFO

(Acknowledgment)

Surety: Fidelity and Deposit Company of Maryland

By: ____________________________

Title: Attorneys-in-fact

(Corporate Seal)

(Acknowledgment)

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, ____________________________, Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 ____________________________

See Attached Acknowledgment
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Marin

On August 10th, 2015 before me, M. Bueno (Here insert name and title of the officer)

personally appeared Ralph Greenwood

who proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by 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 of Notary Public

M. Bueno
Commission No. 2081748
NOTARY PUBLIC CALIFORNIA
MARIAN COUNTY
My Comm. Expires SEPTEMBER 15, 2018
(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR Completing THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e., certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- 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., wheeled/way is we). 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.
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 Contra Costa

On 8/5/2015 before me, Julia Pitta, a Notary Public (insert name and title of the officer)

personally appeared David G. Harris, 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: Julia Pitta (Seal)
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Stephanie WORDEN, David G. HARRIS, Kimberley ROMAN, Heather PATE and Julia PITTA, all of Walnut Creek, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of October, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: [Signature]

Assistant Secretary
Gregory E. Murray

Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 30th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeseth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

[Signature]
María D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 016-64739
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of August, 2015.

Geoffrey Delisio, Vice President
CITY OF MENLO PARK  
STATE OF CALIFORNIA  

ALTERNATE FORM OF BID DEPOSIT

Note: Bidders may use this form as the Bid Deposit to accompany proposals when submitting a cashier's check or a certified check, which must accompany this form.

KNOW ALL PERSONS BY THESE PRESENTS, that we, ___________________________ as Principal, are held and firmly bound unto the City of Menlo Park, hereinafter called "City", in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE EXACT FORM OF THIS DEPOSIT is as hereby described as: __________________________________________________________

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying Proposal dated ______________________, 2014, for the "WILLOW ROAD TRAFFIC SIGNAL MODIFICATION PROJECT ".

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the Contract and shall within the period specified in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms are presented to him/her for signature, enter in a written Contract with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such Contract and give such City bonds, within the time specified, if the Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Principal hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this Deposit by the City and judgment is recovered, all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court shall also be added to the judgment award and be payable from the funds or instrument constituting this Deposit.
IN WITNESS WHEREOF, the above-bounded party has executed this instrument on this _____ day of ____________, 2014, the name, and corporate seal if a corporation, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)                                   Principal:

By: ____________________________________________

Title: __________________________________________

(Acknowledgment)

NOTARIAL ACKNOWLEDGMENT

STATE OF CALIFORNIA                              ) ss:

COUNTY OF __________________________)            

On ________________________, before me, ________________________, Notary Public, personally appeared ____________________, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 ____________________________________
PROPOSAL - SIGNATURES PAGE

The undersigned, representing W. Bradley Electric, Inc.
hereby certifies that the information presented on the preceding pages is a true and correct Bid for the
project identified as the:

"WILLOW ROAD TRAFFIC SIGNAL MODIFICATION PROJECT."

and they agree to the stipulations contained in this proposal package.

SIGNATURE OF COMPANY REPRESENTATIVE: [Signature]

NAME OF COMPANY REPRESENTATIVE: RALPH GREENWOOD CFO

TITLE OF COMPANY REPRESENTATIVE: CFO

DATE EXECUTED: 8-6-15
**EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

**NOTE:** PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

**LOCAL AGENCY:**

**LOCATION:** Menlo Park

**PROJECT DESCRIPTION:** Traffic Signal Modification Willow Dr #0-77

**TOTAL CONTRACT AMOUNT:** $229,490

**BID DATE:** 8-11-15  7% Goal

<table>
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<tr>
<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)</th>
<th>DBE CERT NO. AND EXPIRATION DATE</th>
<th>NAME OF EACH DBE (Must be certified on the date bids are opened - Include DBE address and phone number)</th>
<th>DOLLAR AMOUNT DBE</th>
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<td>1-16 PARTIAL</td>
<td>Material Supplier</td>
<td>439438 6/14/16</td>
<td>Logistical Enterprises</td>
<td>$64,094</td>
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**For Local Agency to Complete:**

Local Agency Contract Number: __________________________

Federal-aid Project Number: __________________________

Federal Share: __________________________

Contract Award Date: __________________________

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

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<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Local Agency Representative</td>
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<th>(Area Code) Telephone Number: __________________________</th>
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**Total Claimed DBE Participation**

$64,094

28%

**Signature of Bidder**

8-11-15 415-896-1460 (Area Code) Tel. No.

**RICK BROWN**

Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts) (Rev 6/26/09)

**Distribution:**

(1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.

(2) Copy – Include in award package to Caltrans District Local Assistance

(3) Original – Local agency files
INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify all DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)", of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.
Federal-aid Project No. HPLUL-5273 (024)  

at 2:00 p.m.  

Bid Opening Date December 2, 2014  

The City of Menlo Park established a Disadvantaged Business Enterprise (DBE) goal of 7.0% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
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B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

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<thead>
<tr>
<th>Names of DBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
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C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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<tr>
<th>Items of Work</th>
<th>Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage Of Contract</th>
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D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:
G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

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<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder, W. Bradley Electric, hereby certifies that he has\underline{\textbf{X}}, has not\underline{\textbf{X}}, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

I declare under penalty of perjury that the foregoing information is true and correct.

Dated: 5-11-, 2015

[Signature]

Bidder's Signature

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED BY THE BIDDER EITHER WITH THE BID PROPOSAL AT THE TIME OF THE BID OPENING OR BY THE SUCCESSFUL BIDDER, WITHIN 4 WORKING DAYS FOLLOWING THE BID OPENING.
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.