AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 22 day of DECEMBER, 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 "SAND HILL ROAD TRAFFIC SIGNAL INTERCONNECT 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 Engineering Services Manager of the City of Menlo Park as to the interpretation of said Contract shall be final and binding on the parties hereto.

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

ARTICLE 6. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
ARTICLE 7. Waivers of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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

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

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

CITY OF MENLO PARK
A Municipal Corporation

City Manager

ATTEST:

Pamela Apicella
City Clerk, City of Menlo Park

CONTRACTOR (Name):

W. Bradley Electric, Inc.

By:

RALPH GREENWOOD CFO
EXHIBIT "A"
PROPOSAL TO THE CITY COUNCIL
CITY OF MENLO PARK
STATE OF CALIFORNIA
FOR
SAND HILL ROAD TRAFFIC SIGNAL INTERCONNECT PROJECT

NAME OF BIDDER: W. Bradley Electric, Inc.
BUSINESS ADDRESS: 90 Hill Road
CITY, STATE, ZIP: Novato, CA, 94945
LICENSE NO.: 390741 CLASS: A EXP. DATE: 6-30-16
TAX I.D. NO.: 94-2608576
TELEPHONE NO: (415) 898-1400 FAX NO: (415) 493-2554
EMAIL: Rbrumme@wbeinc.com DIR NO: 100005322

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 SAND HILL ROAD TRAFFIC SIGNAL INTERCONNECT PROJECT and are on file in the office of the Engineering Services Manager. They are hereby incorporated into the Contract Documents.

The work to be done consists, in general, of the installation of a new traffic signal system, removing an existing pedestrian traffic signal, asphalt concrete roadway (widening), PCC sidewalk, curb and gutter, PCC handicapped ramps, traffic signage; and pavement striping and marking and other incidentals as necessary to complete the work as shown on the Plans and as specified in the Special Provisions.

The work is to be completed within SIXTY (60) working days.

Accompanying this Bid is a Deposit in the form of (write "Cash", "Cashier’s Check", "Certified Check", or "Bid Bond") ___________ Bidders 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 TEN (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

Proposal
SAND HILL ROAD TRAFFIC SIGNAL INTERCONNECT PROJECT
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
Assistant Public Works Director
701 Laurel Street
Menlo Park, CA 94025

To Contractor:
W. Bradley Electric, Inc.
Rick Brumm
90 Hill Road
Novato, CA 94945

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.

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>Waste Management</td>
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<td>4</td>
<td>88</td>
<td>Furnish and Install Type N48 Pull Box</td>
<td>EA</td>
<td>6</td>
<td>ONE THOUSAND FIVE HUNDRED EIGHTY SIX</td>
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<td>5</td>
<td>86</td>
<td>Furnish and Install No. 6 Pull Box with Extension</td>
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<td>SIX HUNDRED EIGHTY</td>
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<td>6</td>
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<td>Furnish and Install No. 6 Pull Box</td>
<td>EA</td>
<td>1</td>
<td>SIX HUNDRED FIFTY</td>
<td>$650</td>
<td>$650</td>
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<td>7</td>
<td>86</td>
<td>Furnish and Install 3” Conduit (Trench)</td>
<td>LF</td>
<td>5,120</td>
<td>TWENTY TWO THIRTY FIVE</td>
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<td>86</td>
<td>Furnish and Install 3” Conduit (Directional Drill)</td>
<td>LF</td>
<td>2,820</td>
<td>TWENTY TWO THIRTY FIVE</td>
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<td>86</td>
<td>Furnish and Install 72-Strand SMFO Trunk Cable</td>
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<td>SIX NINETY</td>
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<td>Furnish and Install 12-Strand SMFO Branch Cable</td>
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<td>2,830</td>
<td>FOUR TWENTY</td>
<td>$1,186</td>
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<td>11</td>
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<td>Furnish and Install Fiber Termination Panel in Controller Cabinet</td>
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<td>8</td>
<td>THREE HUNDRED SEVENTY FIVE</td>
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<td>12</td>
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<td>Furnish and Install Fiber Switch</td>
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<td>1</td>
<td>SIX THOUSAND FIVE</td>
<td>$6,560</td>
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<td>13</td>
<td>86</td>
<td>Furnish and Install Underground Fiber Optic Splice Closure</td>
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<td>6</td>
<td>FOUR HUNDRED FIFTY</td>
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<td>Item</td>
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<td>Quantity</td>
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<td>Amount in Figures</td>
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<td>14</td>
<td>Make and Test Fiber Splices and Terminations</td>
<td>EA</td>
<td>138</td>
<td>THREE HUNDRED EIGHTY EIGHT</td>
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<td>15</td>
<td>Furnish and Install Video Detection System</td>
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<td>TWENTY SEVEN THOUSAND THREE HUNDRED EIGHTY</td>
<td>$27,350 $109,400</td>
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<td>16</td>
<td>Furnish and Install PTZ Video Camera on Existing Signal Pole/Luminaire Arm</td>
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<td>1</td>
<td>EIGHT THOUSAND FOUR HUNDRED FIFTY</td>
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<td>17</td>
<td>Furnish and Install PTZ Video Camera on New CCTV 40 Pole and Foundation</td>
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<td>1</td>
<td>TWELVE THOUSAND NINE HUNDRED</td>
<td>$12,200 $12,200</td>
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<td>18</td>
<td>Install City-Furnished Fiber Switch in Controller Cabinet</td>
<td>EA</td>
<td>8</td>
<td>FOUR HUNDRED FIFTY</td>
<td>$450 $3,600</td>
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<td></td>
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<td>19</td>
<td>Install City-Furnished Opticom Model 784 Multimode Phase Selector</td>
<td>EA</td>
<td>4</td>
<td>EIGHT HUNDRED TWENTY</td>
<td>$820 $3,280</td>
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<tr>
<td>20</td>
<td>Install City-Furnished Opticom Model 721 EVP Infrared Optical Detector</td>
<td>EA</td>
<td>10</td>
<td>FOUR HUNDRED TWELVE</td>
<td>$420 $420</td>
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<td>21</td>
<td>Install City-Furnished EVP Cable</td>
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<td>FIVE</td>
<td>$5 $8,600</td>
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<td>22</td>
<td>Install City-Furnished GPS-Based EVP System (Includes Antenna and Radio)</td>
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<td>4</td>
<td>FOUR HUNDRED SIXTY THREE</td>
<td>$463 $1,852</td>
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<td>23</td>
<td>Install City-Furnished GPS-Based EVP Radio Conductor</td>
<td>LF</td>
<td>600</td>
<td>SEVEN HUNDRED FIFTY</td>
<td>$7,50 $4,500</td>
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</tbody>
</table>

**TOTAL BID**

(in words) FIVE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED THIRTEEN

(in figures) $568,713

EA=Each; LS=Lump Sum; LF=Linear Feet

**GRAND TOTAL:** $568,713 (to be used as a basis for comparing bids)

**GRAND TOTAL (Written):** FIVE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED THIRTEEN

**Notes:**

- The Contract will be compared and awarded on the basis of the Grand Total which shall represent the Total Bid Amount.
- 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. ___ through ___ inclusively.

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE: [Signature]

TITLE: Vice President

PRINT NAME: KEVIN BRADLEY VICE PRESIDENT

TITLE: [Title]

DATE: 11-19-15
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.