CITY OF MENLO PARK
STATE OF CALIFORNIA

AGREEMENT

THIS AGREEMENT, made, executed, and entered into this \underline{14} day of \underline{March}, 2016, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and \underline{SIERRA TRAFFIC MARKINGS 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 "2015-2016 CITYWIDE BICYCLE/PEDESTRIAN VISIBILITY IMPROVEMENT 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]
Pamela Aquil
City Clerk, City of Menlo Park

Contractor (NAME):   SIERRA TRAFFIC MARKINGS INC.

By:   [Signature]

Title:   Ron Johnson CEO
EXHIBIT "A"
PROPOSAL TO THE CITY COUNCIL

CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

2015-2016 Citywide Bicycle/Pedestrian Visibility Improvement Project

PROJECT NO. 70-091

NAME OF BIDDER: Sierra Traffic Markings, Inc.

BUSINESS ADDRESS: 9725 Del Road suite B

CITY, STATE, ZIP: Roseville, CA 95678


TAX I.D. NO.: 27 1699985

TELEPHONE NO: (916) 774-9080 FAX NO: (916) 774-9088

EMAIL ADDRESS: ron@sierra-traffic-markings.com OR NO: (916) 1000002783

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 MENLO PARK 2015-2016 CITYWIDE BICYCLE/PEDESTRIAN VISIBILITY PROJECT and are on file in the office of the Assistant Director of Public Works. They are hereby incorporated into the Contract Documents.

The work to be done consists, in general, of installing color imprinted aggregate reinforced preformed colorized thermoplastic striping systems on various streets throughout the City as shown on the Plans and as specified in the Special Provisions at eleven locations listed in the Special Provisions and on the Plans attached; 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 20 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 $110,000.00, 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
Assistant Director of Public Works
701 Laurel Street
Menlo Park, CA 94025

To Contractor:
Sierra Traffic Markings, Inc.
9725 Del Rey #B
Roseville, CA 95747

**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:
Notes:

- The Contract will be compared and awarded on the basis of the Total Bid (Base Bid + Alternate Bid) price. The City reserves the right to remove, fully or in part, the Alternate Bid from the contract at its own discretion.
- 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: __________________________
TITLE: __________________________
PRINT NAME: Ron Johnson
TITLE: __________________________
DATE: 1/21/2016