CITY OF MENLO PARK
STATE OF CALIFORNIA

AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 29th day of June, 2016, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and O‘Grady PVing 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 "MENLO PARK VARIOUS STREETS BICYCLE AND PEDESTRIAN IMPROVEMENTS". 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 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]
Cameron Curtis
City Clerk, City of Menlo Park

CONTRACTOR (Name): O'Grady Paving, Inc.

By: [Signature]

Title: [Signature]
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On June 17, 2016 before me, Erica Lopez Cortez, Notary Public

personally appeared ____________________________

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

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

WITNESS my hand and official seal.

Signature ____________________________

Signature of Notary Public

OPTIONAL

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

Description of Attached Document
Title or Type of Document: ____________________________
Document Date: ____________________________
Number of Pages: ________
Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________
□ Corporate Officer — Title(s): ____________________________
□ Partner — [ ] Limited [ ] General
□ Individual [ ] Attorney in Fact
□ Trustee [ ] Guardian or Conservator
□ Other: ____________________________
Signer Is Representing: ____________________________

Signer’s Name: ____________________________
□ Corporate Officer — Title(s): ____________________________
□ Partner — [ ] Limited [ ] General
□ Individual [ ] Attorney in Fact
□ Trustee [ ] Guardian or Conservator
□ Other: ____________________________
Signer Is Representing: ____________________________
NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL FOR THE CONTRACTOR

STATE OF CALIFORNIA  
{  
} ss.  
COUNTY OF ____________________________  

On ____________, before me, _______________________ a Notary Public, personally appeared ________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

__________________________________________

Notary Public  
(Seal)
B. BID PROPOSAL

EXHIBIT "A"
PROPOSAL TO THE CITY COUNCIL

CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

"MENLO PARK VARIOUS STREETS
BICYCLE AND PEDESTRIAN IMPROVEMENTS".

CITY PROJECT NO. 21-0T02

NAME OF BIDDER: O'Grady Paving, Inc.

BUSINESS ADDRESS: 2513 Wyandotte St.

CITY, STATE, ZIP: Mountain View, CA 94043

LICENSE NO.: 2016916 CLASS: A EXP. DATE: 12/31/17

TAX I.D. NO.: 94-1493692

TELEPHONE NO: (650) 946-1926 FAX NO: (650) 946-1946

EMAIL ADDRESS: Tom@ogradypaving.com DIR NO: 1000003381

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 VARIOUS STREETS
BICYCLE AND PEDESTRIAN IMPROVEMENTS", 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 of mobilization and traffic control, installation of a five-foot wide asphalt pathway, installing contractor-furnished solar powered RRFB crosswalk system including accessible push button, controllers, and signs at Elder Avenue and Emilie Avenue on Valparaiso Avenue; installing new traffic signage; removal of existing PCC features; installation of a PCC ADA curb ramps; installing thermoplastic crosswalk yield lines; installing textured pavement; installation of speed feedback signage, installation of accessible pedestrian signal systems at El Camino Real intersections with Cambridge Avenue, Middle Avenue, Roble Avenue, Menlo Avenue, Oak Grove Avenue, and Valparaiso Avenue, 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 **Seventy-five (75)** 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 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:**
O'Grady Paving Inc.  
2513 Wyandotte St.  
Mountain View, CA 94043

**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>Unit(s)</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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>Five thousand</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>2</td>
<td>12</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td>Twenty eight thousand</td>
<td>$28,000</td>
<td>$28,000</td>
</tr>
<tr>
<td>3</td>
<td>13</td>
<td>Waste Management</td>
<td>LS</td>
<td>1</td>
<td>One thousand</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>4</td>
<td>16</td>
<td>Clearing and Grubbing</td>
<td>LS</td>
<td>1</td>
<td>Five thousand</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>5</td>
<td>39</td>
<td>Install Five-foot wide Asphalt Concrete Pathway with Headerboards</td>
<td>LF</td>
<td>1325</td>
<td>Sixty dollars</td>
<td>$60</td>
<td>$79,500</td>
</tr>
<tr>
<td>6a</td>
<td>15</td>
<td>Adjust Service Water Meter Box to Grade</td>
<td>EA</td>
<td>9</td>
<td>Three hundred dollars</td>
<td>$300</td>
<td>$2700</td>
</tr>
<tr>
<td>6b</td>
<td>15</td>
<td>Adjust Storm Drain Cover to Grade</td>
<td>EA</td>
<td>1</td>
<td>Three hundred fifty dollars</td>
<td>$350</td>
<td>$350</td>
</tr>
<tr>
<td>6c</td>
<td>15</td>
<td>Adjust Sanitary Sewer Manhole to Grade</td>
<td>EA</td>
<td>2</td>
<td>Seven hundred dollars</td>
<td>$700</td>
<td>$400</td>
</tr>
<tr>
<td>7</td>
<td>56</td>
<td>Remove and Replace Post and Signs</td>
<td>EA</td>
<td>1</td>
<td>Three hundred dollars</td>
<td>$300</td>
<td>$300</td>
</tr>
<tr>
<td>8</td>
<td>39</td>
<td>Remove &amp; Reinstall Existing AC Driveway</td>
<td>SF</td>
<td>510</td>
<td>Ten dollars</td>
<td>$10</td>
<td>$5100</td>
</tr>
<tr>
<td>9</td>
<td>39</td>
<td>Remove Existing AC for Pathway</td>
<td>SF</td>
<td>1400</td>
<td>Four dollars</td>
<td>$4</td>
<td>$5200</td>
</tr>
<tr>
<td>10</td>
<td>37</td>
<td>Construct Textured Pavement</td>
<td>SF</td>
<td>810</td>
<td>Ten dollars</td>
<td>$10</td>
<td>$8100</td>
</tr>
<tr>
<td>11</td>
<td>56</td>
<td>Furnish and Install Roadside Posts and Signs</td>
<td>EA</td>
<td>4</td>
<td>Three hundred fifty dollars</td>
<td>$350</td>
<td>$1400</td>
</tr>
<tr>
<td>12a</td>
<td>73</td>
<td>Install Two ADA Curb Ramps with Truncated Domes and Landing Pads (crosswalk at Elder Ave)</td>
<td>LS</td>
<td>1</td>
<td>Twenty four thousand</td>
<td>$24,000</td>
<td>$24,000</td>
</tr>
<tr>
<td>12b</td>
<td>73</td>
<td>Install Two ADA Curb Ramps with Truncated Domes and Landing Pads (crosswalk at Emillie Ave)</td>
<td>LS</td>
<td>1</td>
<td>Twenty five thousand</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>12c</td>
<td>73</td>
<td>Install ADA Truncated Domes on Pathway (6)</td>
<td>SF</td>
<td>180</td>
<td>Sixty five dollars</td>
<td>$65</td>
<td>$11,700</td>
</tr>
<tr>
<td>13</td>
<td>84</td>
<td>Install White Thermoplastic Yield Striping</td>
<td>LS</td>
<td>1</td>
<td>Two thousand five hundred dollars</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>14</td>
<td>86</td>
<td>Install RRFB Crosswalk Systems on Valparaiso</td>
<td>LS</td>
<td>1</td>
<td>Thirty nine thousand dollars</td>
<td>$31,000</td>
<td>$31,000</td>
</tr>
<tr>
<td>15</td>
<td>86</td>
<td>Install Speed Feedback Sign Installation</td>
<td>EA</td>
<td>2</td>
<td>Ten thousand</td>
<td>$10,000</td>
<td>$20,000</td>
</tr>
</tbody>
</table>
2. **Alternate 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>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>73</td>
<td>Demo and Install Two ADA Curb Ramps with Truncated Domes and Landing Pads (Crosswalk at Johnson St)</td>
<td>LS</td>
<td>1</td>
<td>Thirty-eight thousand TO</td>
<td>$38,000</td>
<td>$38,000</td>
</tr>
<tr>
<td>17</td>
<td>86</td>
<td>Install Accessible Pedestrian Signal System at El Camino Real and Cambridge Avenue</td>
<td>LS</td>
<td>1</td>
<td>Twelve thousand TO</td>
<td>$12,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>18</td>
<td>86</td>
<td>Install Accessible Pedestrian Signal System at El Camino Real and Middle Avenue</td>
<td>LS</td>
<td>1</td>
<td>Ten thousand TO</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>19</td>
<td>86</td>
<td>Install Accessible Pedestrian Signal System at El Camino Real and Roble Avenue</td>
<td>LS</td>
<td>1</td>
<td>Twelve thousand TO</td>
<td>$12,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>20</td>
<td>86</td>
<td>Install Accessible Pedestrian Signal System at El Camino Real and Menlo Avenue</td>
<td>LS</td>
<td>1</td>
<td>Twelve thousand TO</td>
<td>$12,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>21</td>
<td>86</td>
<td>Install Accessible Pedestrian Signal System at El Camino Real and Oak Grove Avenue</td>
<td>LS</td>
<td>1</td>
<td>Fifteen thousand TO</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>22</td>
<td>86</td>
<td>Install Accessible Pedestrian Signal System at El Camino Real and Valparaiso Avenue</td>
<td>LS</td>
<td>1</td>
<td>Fifteen thousand TO</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

**ALTERNATE BID TOTAL:**

(in words) **One Hundred Forty Thousand**

(in figures) **$140,000**

**TOTAL BID: (Base Bid + Alternate Bid)**

(in words) **Three Hundred Sixty-nine Thousand**

(in figures) **$369,250**
Notes:

1. The Contract will be compared and awarded on the basis of the Total Bid (Base Bid + Alternate Bid). The City reserves the right to remove, fully or in part, the Alternate bid from the contract at its own discretion.

2. The City reserves the right to reject all bids for any reason whatsoever.

3. 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.

4. The City reserves the right to increase or decrease quantities as deemed necessary.

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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: CEO

PRINT NAME: Tom O’Grady

TITLE: CEO

DATE: May 31, 2016
### UNIT PRICE SCHEDULE
(These prices shall not be used to determine the low bidder)

Bidder is required to provide the unit prices for the following items of work. These unit prices are not part of the basis for comparing and awarding bids, however, they shall be used to compensate the low bidder or credit the City for any deviation in work required from what is indicated on the Plans and in the Special Provisions, as directed by the Engineer.

#### STRIPING

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 4&quot; solid white</td>
<td>$1.40</td>
</tr>
<tr>
<td>2. 6&quot; dashed/solid white</td>
<td>$2.22</td>
</tr>
<tr>
<td>3. 12&quot; solid white</td>
<td>$4.40</td>
</tr>
<tr>
<td>4. 24&quot; solid white (Continental-Crosswalk)</td>
<td>$9.00</td>
</tr>
<tr>
<td>5. Detail 21</td>
<td>$3.20</td>
</tr>
<tr>
<td>6. Detail 22 (¹)</td>
<td>$3.50</td>
</tr>
<tr>
<td>7. Detail 27B</td>
<td>$1.50</td>
</tr>
<tr>
<td>8. Detail 38</td>
<td>$2.50</td>
</tr>
<tr>
<td>9. Thermoplastic colored bike lane pavement marking</td>
<td>$10.00</td>
</tr>
<tr>
<td>10. Pavement legends (²)</td>
<td>$110.00</td>
</tr>
<tr>
<td>11. Type A or Type AY Buttons</td>
<td>$3.00</td>
</tr>
<tr>
<td>12. Type D or Type G Reflectors</td>
<td>$5.00</td>
</tr>
<tr>
<td>13. Blue Reflective Marker at Hydrants</td>
<td>$50.00</td>
</tr>
<tr>
<td>14. Chevron Marking (Triangular Markings at speed hump / table) (³)</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

The Prices listed above shall include, but shall not be limited to labor, materials, installation, overhead, profit, insurance, and bonds to cover the full cost of the finished work.

1. Shall include reflective markers per the latest California MUTCD Standard.
2. Pavement legends shall be measured as follows: EACH shall be an individual word. For example: STOP is counted as 1 (each), STOP AHEAD is counted as 2 (each), SLOW SCHOOL XING is counted as 3 (each), and so on.
3. Each chevron pair is counted as 1 (each)—count as 1 marking per each lane approach.
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, 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 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.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR'S NAME</th>
<th>PLACE OF BUSINESS</th>
<th>DESCRIPTION OF PORTION OF WORK SUBCONTRACTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Impressions</td>
<td>Sacramento</td>
<td>Textured Pavement</td>
</tr>
<tr>
<td>Lic.# 9BC36</td>
<td>(916) 383-0441</td>
<td></td>
</tr>
<tr>
<td>Chrisp Co.</td>
<td>Fremont</td>
<td>Striping</td>
</tr>
<tr>
<td>Lic.# 374660</td>
<td>(510) 656-2840</td>
<td></td>
</tr>
<tr>
<td>Bear Electrical</td>
<td>Alviso</td>
<td>Electrical</td>
</tr>
<tr>
<td>Lic.# 9BC2079</td>
<td>(408) 449 5178</td>
<td></td>
</tr>
<tr>
<td>Luminart</td>
<td>Pleasanton</td>
<td>Concrete</td>
</tr>
<tr>
<td>Lic.# 868242</td>
<td>(925) 785-7020</td>
<td></td>
</tr>
</tbody>
</table>
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.
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 co-partnership, 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.

O'Grady Paving, Inc.
Craig E. Young - VP
Tom O'Grady - CEO
Celine O. Duran - Sect./Trea.

EXPERIENCE AND FINANCIAL QUALIFICATIONS

The bidder has been engaged in the contracting business under State License No. 201696 for a period of 55 years.

The bidder's three most recently completed Contracts are:

1. Title of Project: Please See Attached List
   Owner:
   Address:
   Telephone No.:
   Engineer in Charge:
   Date Accepted:
<table>
<thead>
<tr>
<th>Name</th>
<th>Phone No.</th>
<th>Address</th>
<th>City of Origin</th>
<th>City of Destination</th>
<th>County or San Diego</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Chen</td>
<td>619-312-3456</td>
<td>123 Main Street, Los Angeles, CA</td>
<td>Los Angeles</td>
<td>Los Angeles</td>
<td>Los Angeles</td>
<td>90001</td>
</tr>
<tr>
<td>John Chen</td>
<td>619-312-3456</td>
<td>123 Main Street, San Diego, CA</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
<td>92101</td>
</tr>
</tbody>
</table>

**Description:**

- John Chen works at the Los Angeles Hills office.
- He can be reached at 619-312-3456.
- His address is 123 Main Street, Los Angeles, CA.
<table>
<thead>
<tr>
<th>Building</th>
<th>Address 1</th>
<th>Address 2</th>
<th>City of San Diego</th>
<th>City of San Diego</th>
<th>City of San Diego</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Chan 590-522-7300</td>
<td>5935.0-52.00</td>
<td>200th Street Terminal</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>500-522-7355</td>
<td>5195.0-52.00</td>
<td>Hyatt Regency</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>421-522-7355</td>
<td>5197.0-52.00</td>
<td>San Diego Marriott</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>405-522-7355</td>
<td>5197-300-02</td>
<td>San Diego Marriott</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>405-522-7355</td>
<td>5196.0-52.00</td>
<td>San Diego Marriott</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>404-522-7355</td>
<td>5196.0-52.00</td>
<td>San Diego Marriott</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>404-522-7355</td>
<td>5195.0-52.00</td>
<td>San Diego Marriott</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>403-522-7355</td>
<td>5195.0-52.00</td>
<td>San Diego Marriott</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>403-522-7355</td>
<td>5197-300-02</td>
<td>San Diego Marriott</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>402-522-7355</td>
<td>5197.0-52.00</td>
<td>San Diego Marriott</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>401-522-7355</td>
<td>5196.0-52.00</td>
<td>San Diego Marriott</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
<tr>
<td>400-522-7355</td>
<td>5195.0-52.00</td>
<td>San Diego Marriott</td>
<td>San Diego</td>
<td>San Diego</td>
<td>San Diego</td>
</tr>
</tbody>
</table>
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: ________________
Address: _______________________
Cameira Bank
333 W. Santa Clara St., 5th Floor
San Jose, CA 95043

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

Company: Travelers Casualty & Surety Co. of America
Address: 100 California St., Suite 300 San Francisco, CA 94111

Company: ________________________________
Address: ________________________________
**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>
</tr>
</thead>
<tbody>
<tr>
<td>Please See Attached</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Key Personnel:

Tom O'Grady – CEO – 40 years, Experience in all facets of construction

Craig Young – VP – 33 years, Experience in all facets of construction

Brett Kincaid – Gen. Superintendent - 30 years, Experience in all facets of construction
STATE OF CALIFORNIA  
COUNTY OF Santa Clara ) ss:

On May 31, 2016, before me, Erica Lopez Cortez, Notary Public, personally appeared Tom O'Grady, 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

ERICa LOPEZ CORTEZ
Commission # 1998050
Notary Public - California
Santa Clara County
My Comm. Expires Sep 21, 2016
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder O'Grady Paving, Inc., proposed subcontractor ____________________________, hereby certifies that he has X, has not __, 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 filing 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: May 31, 20__

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.
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.

SIGNED BY REPRESENTATIVE OF BIDDER

Menlo Park Various Streets Bicycle & Pedestrian Improvements
Public Contract Code
20
DEBARMENT AND SUSPENSION CERTIFICATION

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):

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

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

[X] Does not have a proposed debarment pending; and

[X] 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 10162, 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: May 31, 2016

(Type or print name): ______________________________________________________________________

(Signature of Bidder): ___________________________________________________________________

Business Address (Street Address, City, State & Zip Code):
2513 Mathilde St.
Mountain View, CA 94043

Business Phone: (650) 966-1926
Fax No.: (650) 966-1946

Menlo Park

Menlo Park Various Streets Bicycle & Pedestrian Improvements
Debarment & Suspension Certification
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 subrecipients shall certify and disclose accordingly.


Bidder's Signature

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
   - Prime
   - 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 semianually 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.

   Signature: ____________________________
   Print Name: __________________________
   Title: _______________________________
   Telephone No.: _______________________ Date: __________

Federal Use Only:

Menlo Park

Menlo Park Various Streets Bicycle & Pedestrian Improvements
Disclosure of Lobbying Activities

23
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-90-001."

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 influence 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.
The undersigned, representing O'Grady Paving, Inc., hereby certifies that the information presented on the preceding pages is a true and correct Bid for the project identified as the:

"MENLO PARK VARIOUS STREETS BICYCLE AND PEDESTRIAN IMPROVEMENTS",

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

SIGNATURE OF COMPANY REPRESENTATIVE: ____________________________

NAME OF COMPANY REPRESENTATIVE: Tom O'Grady

TITLE OF COMPANY REPRESENTATIVE: CEO

DATE EXECUTED: May 31, 2016
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, O'Grady Paving, Inc. as Principal, and Travelers Casualty and Surety Company of America 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 May 31, 2016, for the "MENLO PARK VARIOUS STREETS BICYCLE AND PEDESTRIAN IMPROVEMENTS".

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 ________, May ___________ 2018, 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.

(Principal)  
O'Grady Paving, Inc.  
By:  
CEO  
Title:  

(Surety)  
Travelers Casualty and Surety Company of America  
By:  
Attorneys-in-fact  
Title:  Stacy M. Clinton, Attorney-in-fact

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 ________________________________

Menlo Park
Menlo Park Various Streets Bicycle & Pedestrian Improvements
BID Bond
34
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On May 31, 2016 before me, Erica Lopez Cortez, Notary Public, personally appeared Tom O'Grady

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: ____________________________
Number of Pages: ______  Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name: ____________________________
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited  ☐ General
☐ Individual  ☐ Attorney In Fact
☐ Trustee  ☐ Guardian or Conservator
☐ Other:

Signer Is Representing: ____________________________

Signer's Name: ____________________________
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited  ☐ General
☐ Individual  ☐ Attorney In Fact
☐ Trustee  ☐ Guardian or Conservator
☐ Other:

Signer Is Representing: ____________________________

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POWER OF ATTORNEY

Travellers Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 229787 Certificate No. 006468134

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Catherine A. Pinney, Nancy L. Wallis, K. Dixon Wright, Stacy M. Clinton, Kandace L. Reeves, Natalie Ann Horder, and Michael Landucci

of the City of Petaluma, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of August, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 12th day of August, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

Marie C. Tetreault, Notary Public

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.

58440-8-12 Printed in U.S.A.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma  

On May 20, 2016 before me, Catherine A. Pinney, Notary Public

personally appeared Stacy M. Clinton

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document:  
Document Date:  
Number of Pages:  
Signer(s) Other Than Named Above:  

Capacity(ies) Claimed by Signer(s)
Signer's Name:  
□ Corporate Officer — Title(s):  
□ Partner — □ Limited □ General
□ Individual □ Attorney In Fact  
□ Trustee □ Guardian or Conservator
□ Other:  
Signer Is Representing:  

Signer's Name:  
□ Corporate Officer — Title(s):  
□ Partner — □ Limited □ General
□ Individual □ Attorney In Fact  
□ Trustee □ Guardian or Conservator
□ Other:  
Signer Is Representing:  

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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.