CITY OF MENLO PARK
STATE OF CALIFORNIA

CONTRACTUAL AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 12th day of March, 2017, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and Day's Generator Service 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 "ADMINISTRATION BUILDING EMERGENCY GENERATOR PROJECT NO. 27-040". 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 Contractors, 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. It is further expressly agreed by and between the parties hereto that the work shall be completed within Seventy-Five (75) working days from and after the commencement of said work.

ARTICLE 7. 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 8. 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 9. 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 10. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind relating to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

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

CITY OF MENLO PARK
A Municipal Corporation

[Signature]
Alex D. McIntyre
City Manager

ATTEST:

[Signature]
City Clerk, City of Menlo Park

Contractor (name): O'ay's Generai Service Inc.

By 
Title President
NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL

STATE OF CALIFORNIA
COUNTY OF ____________

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

WITNESS my hand and official seal.

[Seal]

[Seal]

Notary Public

(Seal)
CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California  
County of Contra Costa  
On 3/12/17 before me, Suzanne Salamy, 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.

Suzanne Salamy  
Notary Public Signature

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- in none) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not reused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.
PROPOSAL TO THE CITY COUNCIL EXHIBIT "A"

CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

ADMINISTRATION BUILDING EMERGENCY GENERATOR PROJECT NO. 27-040

NAME OF BIDDER: Pay's Generator Service Inc

BUSINESS ADDRESS: P.O. Box 1863

CITY, STATE, ZIP: Brentwood CA 94513

LICENSE NO.: 942098 CLASS: C-10 EXP. DATE: 1-31-18

TAX I.D. NO.: 27-0604587

DIR REGISTRATION NO.: 1000005782

TELEPHONE NO: (925) 813-4062 FAX NO: ( ) None

The work for which this Proposal is submitted is for construction in accordance with the Contract Documents, including the Special Provisions, the Agreement, the project Plans described below, and the State of California Department of Transportation Standard Specifications, May 2006 Edition. The Contract Book shall be used in conjunction with the above documents, and the State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates current at the bid opening date.

The project Plans for the work to be done are titled "ADMINISTRATION BUILDING EMERGENCY GENERATOR PROJECT NO. 27-040" and are incorporated in the Special Provisions.

The work to be done includes the furnishing and installation of a 200KW emergency generator and day tank, structural concrete pads, electrical system modifications, fuel system modifications, grading, and all appurtenant work such that the proposed improvements are in place and ready for use, all as shown on the plans and described in the Specifications with the title indicated in the above paragraph and on file in the office of the Engineering Division. Reference to said plans and Specifications is hereby made for further particulars.

The work under this Contract is to be completed in Seventy-Five (75) working days.

A Bidder's Bond, in an amount and of a form described under Paragraph 1 of the Proposal Requirements Section of these Provisions shall accompany this Proposal. The project shall be awarded to the lowest responsible bidder who meets all of the Proposal Requirements, and the requirements of the Contract Documents.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.
The Bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item 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 discrepancy between an item price and total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, 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 in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.

2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

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

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, along with Bonds as required in Section 3-2 of these Special Provisions, along with the Certificate of Insurance covering public liability and property damage in the amounts specified in the Agreement portion of these Contractual documents, to the City of Menlo Park within twelve (12) days, not including Sundays and 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, thereupon this Proposal and the acceptance thereof shall be null and the forfeiture of such security accompanying this Proposal shall operate and the same shall become the be the property of the City of Menlo Park.

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 he has carefully examined the location of the proposed work, the annexed proposed form of Contractual Agreement, and the Plans and Specifications therein referred to; that he proposes and agrees if this Proposal is accepted, that he will contract with the City of Menlo Park, in the form of the copy of the Contractual Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will accept in full payment therefore the following unit prices, to wit:
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. Failure to provide the required information, or if information provided is subsequently proved false, the Proposal shall be considered as non-responsive and shall be grounds for rejection of the bid.

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. 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.

PROPOSAL TO THE CITY OF MENLO PARK
PAY ITEM PRICE SCHEDULE

<table>
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<tr>
<th>Item No.</th>
<th>Section No.</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Item Description</th>
<th>Item Price (In Figures)</th>
<th>Total (In Figures)</th>
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<td>Landscape Restoration</td>
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TOTAL $185,000

Notes: (F) Final Pay Quantities - See Section 9-1.015, "Final Pay Items," of the Standard Specifications.
(S) Specialty Items - As defined in Section 8-1.01, "Subcontracting," of the Standard Specifications.

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

BASIS OF BID (Written): One hundred Eighty Five thousand

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.

Notes:
1. 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 Section 3-1 of the Special Provisions. All bids will be compared on the basis of the Engineer's Estimate of the Bid quantities of the work to be done. The undersigned declares, by their signature to this Proposal, 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.
2. The City reserves the right to increase or decrease quantities by 25% at the Contract Item Price.
3. The bidder or contractor's attention is directed to Section 9-1.1 regarding payment for work or requirements not specifically included in the Item Price Schedule.
4. The City reserves the right to reject all bids for any reason whatsoever.

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 ACKNOWLEDGEMENT & PAY ITEM PRICE SCHEDULE SIGNATURE PAGE

The undersigned acknowledges receipt of Addendum number 7 through 7 inclusively.

The undersigned acknowledges that the TOTAL price listed in the Pay Item Price Schedule above represents the proposed Contract Price for all of the work described in the Plans and Specifications for this project.

CONTRACTOR: Day's Generator Service Inc.

SIGNATURE: ____________________________

PRINT NAME: Randy L. Day

TITLE: President

DATE: 2-6-17
## DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS: Each Bidder shall set forth below the name, business address, telephone number and State of California Contractor's license number, class, and expiration date of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 8-1.01, "Subcontracting", of the Standard Specifications.

NOTE: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

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10. Name: __________________________

- Contractor's License No.: __________________
- DIR Registration No.: __________________
- Address: ________________________________
- Tel: (____)
- Dollar Amount & Percent of Total Bid: $ __________ ( %)

11. Name: __________________________

- Contractor's License No.: __________________
- DIR Registration No.: __________________
- Address: ________________________________
- Tel: (____)
- Dollar Amount & Percent of Total Bid: $ __________ ( %)

12. Name: __________________________

- Contractor's License No.: __________________
- DIR Registration No.: __________________
- Address: ________________________________
- Tel: (____)
- Dollar Amount & Percent of Total Bid: $ __________ ( %)
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.

Day's Generator Service Inc

Randy Day - President & Secretary
Toni Day - Vice President & Treasurer
Austin Day - VP Operations

BIDDER'S FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY & EXPERIENCE

THE LOW BIDDER MUST, UPON REQUEST, FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF THREE COMPLETED PROJECTS OF A SCOPE & PRICE SIMILAR TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST THREE PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE DIRECTOR OF PUBLIC WORKS TO JUDGE THE BIDDER’S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

The bidder has been engaged in the contracting business under State License No. 942098 for a period of 7 years and has the following DIR Registration No. 100005762.

The bidder’s three most recently completed Contracts are:

1. Title of Project: P-609 Server Room Generator 5
   Owner: Contra Costa Community College District
   Address: 500 Court St, Martinez CA 94553
   Telephone No.: 925-229-6845
   Engineer in Charge: R.J. Beach, Facilities Project Manager
   Date Accepted: Going to board to accept 2-22-17
2. Title of Project: Fire Station 1
   Owner: City of Bakersfield
   Address: 1600 Truxtun Ave, Bakersfield CA 93301
   Telephone No.: 661-337-0021 office 661-326-3725
   Engineer in Charge: Miguel Rojas
   Date Accepted: August 2016

3. Title of Project: City of Newport Beach
   Owner: City of Newport Beach Public Works
   Address: 150 Civic Center Drive
   Telephone No.: 949-649-3321
   Engineer in Charge: Fong TSE P.E.
   Date Accepted: June 22, 2016

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

Name of Bank                           Address
Bank of the West                      4540 Balfour Rd
                                        Brentwood CA 90243

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

Company: Hudson Insurance Group
Address: 100 William St, New York, New York 10038

Company: ______________________________
Address: _______________________________
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certificate must be completed and included with the bid proposal at the time of the bid opening or by the apparent low bidder within six (6) working days following the bid opening.

The bidder [Day's Generator Service Inc.], proposed subcontractor [None], hereby certifies that he has [☑] has not [X] participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable 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: [X-6-2017] [Signature]

Bidder’s Signature
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. 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

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 REQUIREMENT

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.
REGISTRATION OF CONTRACTORS

Before submitting bids, Contractors shall be licensed in accordance with the provisions of the State Contractors' License Law, Business and Professions Code 7000 et seq. as amended. Pursuant to California Labor Code section 1771.4, the project that is the subject and purpose of this contract is subject to prevailing wage compliance monitoring by the California Department of Industrial Relations.

Pursuant to California Labor Code section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code, subject to limited legal exceptions.

[Signature]

SIGNED BY REPRESENTATIVE OF BIDDER
AFFIDAVIT OF NONCOLLUSION

TITLE 23, UNITED STATES CODE, SECTION 112 NONCOLLUSION
AND PUBLIC CONTRACT CODE SECTION 7106

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

Note: The above Statement, Questionnaire, and Non-collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire and Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

AFFIDAVIT OF NON-COLLUSION

State of California } 
} ss.

County of _______ } 

"I, __________, being first duly sworn, deposes and says that he or she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication, or conferred with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract on anyone interested in the proposed Contract; that all statements contained in this bid are true; and, further, that the bidder has not, directly or indirectly submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

_________________________

Notary Public

Subscribed and sworn to before me this

6 day of __________, 20

_________________________

Sec. 2dary wording attached

Notary Public in and for the County of ________________, STATE OF CALIFORNIA
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 15th day of February, 2017, by Randy Day

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

LORI DEWITT
Commission # 2119791
Notary Public - California
Contra Costa County
My Comm. Expires Aug 5, 2018

For Affidavit of Non-Collusion
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):

☑ Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;
☑ Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three (3) years;
☑ Does not have a proposed debarment pending; and
☑ Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

______________________________

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

______________________________

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

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 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: 2-6-17

(Randy I. Day)
Signature of Bidder

Business Address (Street Address, City, State & Zip Code):
4850 Discovery Point, Discovery Bay CA 94505

Business Phone: (707) 417-4062
Fax No.: ( )

Page 58 of 200
ADMINISTRATION BUILDING EMERGENCY GENERATOR PROJECT NO. 27-040
CITY OF MENLO PARK

AFFIRMATIVE ACTION PROGRAM

Per Resolution No. 2340 of the City of Menlo Park, please find attached a set of forms to be completed in response to the City of Menlo Park's Affirmative Action Program. Included in each set are the following:

1. Compliance Report, which requires the bidder to answer certain questions on the status of his/her company concerning equal employment opportunities.

2. Ethnic Characteristics make-up of the bidder's firm is also required. These forms are to be filled out for two separate situations and are to be submitted with the Compliance Report. One form is for the racial make-up of the company; and the other is for the estimated racial make-up of the work force on the proposed job.

The following Minority Employment Program documents shall be submitted with the Bid:

a) A Compliance Report.


The following Minority Employment Program documents shall be submitted by the Apparent Low Bidder and their Subcontractors within Six (6) working days of the bid opening date:

c) A copy of the bidder's statement outlining the company's policy of equal opportunity employment and the steps taken to implement this policy, including or accompanied by a certificate of non-discrimination (your company form).

d) A completed Project Ethnic Characteristics Report for the work force anticipated to participate in the project.

If there are any questions regarding the Compliance Report, please call the Engineering Division at (650) 330-6740.
CITY OF MENLO PARK

COMPLIANCE REPORT

Nondiscriminatory Employment Provisions

Prime Contractor and each subcontractor must complete this report. Submit original of this report to: Engineering Division, 701 Laurel Street, Menlo Park, CA 94025

PROJECT: Administration Building Emergency Generator Project # 27-040
NAME OF FIRM: Day's Generator Service Inc PHONE: 925-813-4062
NAME OF PERSON TO CONTACT: Randy Day PHONE: 925-877-4862
Check One: Prime Contractor ___________ Subcontractor ___________

COMPLETE THE FOLLOWING:

Part I

1. Full name and address of firm: Day's Generator Service Inc
   PO Box 1863
   Foster City, CA 94401

2. Name and address of principal official:
   Randy Day
   4950 Discovery Pk
   Discovery Bay, CA 94505

3. Name and address of principal office of company:
   Randy Day
   4950 Discovery Pk
   Discovery Bay, CA 94505

4. Name and address of parent company if an affiliated corporation:

5. Name and address of prime Contractor: (complete only if this report is a subcontractor's report)

6. Signature and title of authorized representative:
   [Signature]
   [Title: President]
   Date: 2-6-17
Part II

Attach a statement of your company’s policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry, and describe what steps have been taken to implement this policy.

Part III (Circle the proper answer)

1. Yes [ ] No [ ] Have you informed company officials and representatives regarding the non-discrimination provisions of City of Menlo Park Contracts?

2. Yes [ ] No [ ] Have you examined your company’s practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of a practice or employment pattern that might appear to be discriminatory and based upon race, religion or national origin? Are they non-discriminatory?

3. Yes [ ] No [ ] Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees?
   a. [ ] How many people participate in these programs?
   b. [ ] How many are minorities?

4. Yes [ ] No [ ] Does your “Help Wanted” advertisement state that you are an equal opportunity employer? __I haven’t hired__

5. Yes [ ] No [ ] Are any apprentices obtained from sources outside the employer’s work force? If yes, have you circulated information about apprenticeship openings or opportunities to the following?
   - State employment offices. __Yes [ ] No [ ]
   - Newspapers or other media. __Yes [ ] No [ ]
   - High schools, including those in minority group areas. __Yes [ ] No [ ]
   - Local trade or vocational schools, including those with minority group students. __Yes [ ] No [ ]
   - Agencies and/or organization specializing in minority employment. __Yes [ ] No [ ]
   - Federal or state apprenticeship representative. __Yes [ ] No [ ]
   - Others ____________________________

6. Yes [ ] No [ ] If you are a prime Contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the non-discrimination provisions of City of Menlo Park contracts? Explain: __No subcontractors__

7. Yes [ ] No [ ] Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? __Do not recruit__

8. Identify (names and addresses) the employment agencies, personnel recruitment organizations, newspaper advertising or other non-union sources from which the company recruits its personnel: ________________________________

______________________________

____

ADMINISTRATION BUILDING EMERGENCY GENERATOR PROJECT NO. 27-040
Part IV

1. Yes ☐ No Have you a collective bargaining agreement with a labor union or other organization? If yes, specify the union(s) or organization(s).

2. Yes ☐ No Have you advised the labor union and/or worker organization of the company's responsibility under the non-discrimination provisions of City contracts?

3. ☐ % Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions? Explain procedure for hiring balance: 

4. Yes ☐ No Does the company's collective bargaining agreement or other Contract understanding with a labor union (or unions) or other worker's organization include a provision for non-discrimination in employment?

5. Yes ☐ No Is there any labor union or worker's organization policy which prevents you from fulfilling your obligations under the non-discrimination provisions of City Contracts? If so, specify:

6. Specify the trade(s) or craft(s) involved in this Contract: 

   Electricians

7. Use this space for additional comments on any answers you have provided and attach separate sheet if necessary.
COMPANY ETHNIC CHARACTERISTICS REPORT
(To Be Submitted with Bid Proposal)

PERMANENT MAKE-UP OF COMPANY

NAME OF FIRM: Jody's Generator Service Inc
PROJECT: Generator # 27-040 DATE SUBMITTED: 2-6-17
NAME OF PERSON SUBMITTING FORM: Jody Day

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis () for each classification.

<table>
<thead>
<tr>
<th>JOB CLASSIFICATION</th>
<th>Total of All Employees</th>
<th>American-Indian or Native Alaskan</th>
<th>Asian</th>
<th>Black American or African American</th>
<th>Caucasian</th>
<th>Filipino</th>
<th>Hispanic or Latino (1)</th>
<th>Other (2)</th>
<th>Unidentified</th>
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<td>1. Officials &amp; Managers</td>
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The data below should also be included in the figures for the appropriate occupational categories above.

| On-the-job Training | White Collar |                     |          | Production | 1 |

The term Hispanic includes all persons of Mexican, Puerto Rican, Cuban, or Spanish origin. Report only employees enrolled in formal on-the-job training programs.
PROJECT ETHNIC CHARACTERISTICS REPORT

This form to be submitted by the Apparent Low Bidder within six (6) working days after the bid opening

REPORT FOR PROJECT
Complete this form by estimating the ethnic make-up of the workforce for the project being bid.

NAME OF FIRM: Day's Generator Service Inc
PROJECT: Generator DATE SUBMITTED: 2-6-17
PERSON SUBMITTING FORM: Randy Day

Be sure to include all employees in first column, not just minorities.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>TOTAL OF EMPLOYEES</th>
<th>BLACK</th>
<th>ASIAN</th>
<th>AMERICAN</th>
<th>HISPANIC</th>
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<tbody>
<tr>
<td>1. Officials &amp; Managers</td>
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</table>

The data below should also be included in the figures for the appropriate occupational categories above anticipated as the workforce for this project.

<table>
<thead>
<tr>
<th>On-the-job Training</th>
<th>White Collar</th>
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The term Hispanic includes all persons of Mexican, Puerto Rican, Cuban, or Spanish origin. Report only employees enrolled in formal on-the-job training programs.
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, Day's Generator Service, Inc. as Principal, and Hudson Insurance Company 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, 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 2-6-17 2017 for the "ADMINISTRATION BUILDING EMERGENCY GENERATOR PROJECT NO. 27-040".

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 31st day of January, 2017, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Corporate Seal) Principal
By: Randy Day

(Acknowledgment) Title: President

(Corporate Seal) Surety
By: [Signature]
Title: Attorney-in-fact

(Acknowledgment) Title: Gregg Franks, Attorney-in-Fact
BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Gregg Franks
of the State of California

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 2nd day of October, 2013, at New York, New York.

By: [Signature]
Christopher T. Suerror, Executive Vice President

HUDSON INSURANCE COMPANY

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 2nd day of October 2013, before me personally came Christopher T. Suerror to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company and that he signed his name thereto by like order.

[Notary Seal]

ANN M. MURPHY
Notary Public, State of New York
No 01410660753
Qualified in Nassau County
Commission Expires December 10, 2013

CERTIFICATION

The undersigned Dias Daskalakis hereby certifies

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has since been revoked, amended or modified.

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and retrievals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether hereafter or hereunder, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a true, full and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

[Notary Seal]

By: [Signature]
Dias Daskalakis
Notary Public, State of New York

Form Bid 8 2010 (v1)
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 ________ PLACER ________

On 01/31/2017 before me, STEPHANIE STANLEY, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature __________________________ (Seal)
NOTARY PUBLIC IN OFFICE 

[Signatures and seals]

Date: ______________________

Notary Public

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying Proposal dated __________________________, 2017, for the ADMINISTRATION BUILDING EMERGENCY GENERATOR PROJECT NO. 27-040

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

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

In the event suit is brought upon this Deposit by the City and judgment is recovered, all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court shall also be added to the judgment award and be payable from the funds or instrument constituting this Deposit.
IN WITNESS WHEREOF, the above-bounded party has executed this instrument on this _______ day of _____________________, 20__, the name, and corporate seal if a corporation, being hereinafter affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)  
By: ____________________________

Name: __________________________

(Acknowledgment)  
Title: ____________________________

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

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA  
COUNTY OF _________  

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

WITNESS my hand and official seal.

______________________________  
Notary Public

(Seal)
The undersigned, representing Day's Generator Service Inc. hereby certifies that the information presented on the preceding pages is a true and correct bid for the project identified as the:

"ADMINISTRATION BUILDING EMERGENCY GENERATOR PROJECT NO. 27-040"

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

SIGNATURE OF COMPANY REPRESENTATIVE: ________________________

NAME OF COMPANY REPRESENTATIVE: Randy L. Day

TITLE OF COMPANY REPRESENTATIVE: President

DATE EXECUTED: 2-6-17