CITY OF MENLO PARK
STATE OF CALIFORNIA

CONTRACTUAL AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 16th day of June, 2017, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and Chr ISP Company, 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 Oak Grove, University, Crane Bicycle Improvement Project, PROJECT NO. 70-105. Said work shall be done in manner and in accordance with the terms of the Contract as the same is defined in Article 4 herein.

ARTICLE 2. Said Contractor agrees to receive and accept the prices stated in the Contractor’s Proposal to the City Council, entitled “EXHIBIT ‘A,’ Proposal to the City Council” and attached hereto, as full compensation for furnishing all materials and doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work and the whole thereof, in the manner and according to the Plans and/or Drawings and the Special Provisions.

ARTICLE 3. The City hereby promises and agrees with the Contractor, to employ, and does employ, hereby, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE 4. The complete Contract consists of the following documents: Notice to Bidders, Proposal, Minority Employment Program, Agreement, Contract Provisions and Plans and/or Drawings. The rights and obligations of the parties herein are governed by all of said documents, which are to be construed as a single Contract. The decision of the Engineering Services Manager of the City of Menlo Park as to the interpretation of said Contract shall be final and binding on the parties hereto.

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

ARTICLE 6. It is further expressly agreed by and between the parties hereto that the work shall be completed within twenty five (25) working days from and after the commencement of said
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

Alex D. McIntyre
City Manager

ATTEST:

Pamela Guter
City Clerk, City of Menlo Park

CONTRACTOR (NAME): CHRISP COMPANY

By: ____________________________
David L. Morris
Title: VP of Business Development
NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL

STATE OF CALIFORNIA    } ss.
COUNTY OF ALAMEDA      }

On 6/6/2017, before me, Kelly R. Aguilar, a Notary Public, personally appeared David L. Morris, 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 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.

Kelly R. Aguilar  
Notary Public

(Seal)
PROPOSAL TO CITY COUNCIL EXHIBIT "A"

CITY OF MENLO PARK
STATE OF CALIFORNIA
FOR

Oak Grove, University, Crane Bicycle Improvement Project
PROJECT NO. 70-105

NAME OF BIDDER: Chrisp Company

BUSINESS ADDRESS: 43650 Osgood Road

CITY, STATE, ZIP: Fremont, CA. 94539

LICENSE NO.: 374600 CLASS: A, C13, C82 EXP. DATE: 5/31/18

TAX I.D. NO.: 94-2578699

DIR REGISTRATION NO.: 1000000306

TELEPHONE NO: (510) 656.2840 FAX NO: (510) 656-2397

EMAIL: Dmorriss@chrispco.com

HOW DID YOU HEAR ABOUT THIS PROJECT McGRaw Hill

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 "OGBIP Final Design" and are included in the Appendix C of the Special Provisions.

The work to be done consists, in general, of installing painted buffered bike lane striping, shared lane markings, striping enhancements, flexible delineators, signage and removing existing pavement markings that conflict with the new striping plan on portions of Oak Grove Avenue, Crane Street, Santa Cruz Avenue, Live Oak Avenue, and University Drive as shown on the Plans titled "OGBIP Final Design" and as specified in the Special Provisions at the following locations:

6. Oak Grove Avenue from Rebecca Lane to Crane Street.
7. Crane Street from Valparaiso Avenue to Live Oak Avenue.
8. Santa Cruz Avenue between Crane Street (west) and Crane Street (east)
9. Live Oak Avenue from Crane Street to University Drive.
10. University Drive from Live Oak Avenue to Middle Avenue.
SEE APPENDIX B FOR LOCATION MAPS AND PROJECT DETAILS

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 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:
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.

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**

**ITEM PRICE SCHEDULE**

1. **Base Bid Items:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Sec. 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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11</td>
<td>1</td>
<td>LS</td>
<td>Mobilization &amp; Demobilization</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>2</td>
<td>12</td>
<td>1</td>
<td>LS</td>
<td>Traffic Control</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>3</td>
<td>84</td>
<td>1</td>
<td>LS</td>
<td>Remove Conflicting Existing Pavement Markings</td>
<td>$12,500</td>
<td>$12,500</td>
</tr>
<tr>
<td>4</td>
<td>84</td>
<td>5</td>
<td>EA</td>
<td>Stop Bar and Marking</td>
<td>$600</td>
<td>$600</td>
</tr>
<tr>
<td>5</td>
<td>84</td>
<td>86</td>
<td>EA</td>
<td>Door Zone Marking</td>
<td>$325</td>
<td>$2,702</td>
</tr>
<tr>
<td>6</td>
<td>84</td>
<td>50</td>
<td>EA</td>
<td>Sharrow Marking</td>
<td>$450</td>
<td>$2,250</td>
</tr>
<tr>
<td>7</td>
<td>84</td>
<td>46</td>
<td>EA</td>
<td>Class II Bike Lane Marking</td>
<td>$450</td>
<td>$2,070</td>
</tr>
<tr>
<td>8</td>
<td>84</td>
<td>7</td>
<td>EA</td>
<td>Class II Bike Lane Marking (Thermoplastic)</td>
<td>$1000</td>
<td>$700</td>
</tr>
<tr>
<td>9</td>
<td>84</td>
<td>4</td>
<td>EA</td>
<td>Green-Backed Bike Lane Marking</td>
<td>$350</td>
<td>$140</td>
</tr>
<tr>
<td>10</td>
<td>84</td>
<td>1</td>
<td>EA</td>
<td>Green-Backed Bike Lane Marking (Thermoplastic)</td>
<td>$545</td>
<td>$545</td>
</tr>
<tr>
<td>Item No.</td>
<td>Sec. No.</td>
<td>Estimated Quantity</td>
<td>Unit of Measure</td>
<td>Item Description</td>
<td>Item Price (In Figures)</td>
<td>Total (In Figures)</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td>-------------------</td>
<td>-----------------</td>
<td>-------------------------------------------------------</td>
<td>-------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>11</td>
<td>84</td>
<td>511</td>
<td>SF</td>
<td>Green Skip Box Marking</td>
<td>3.50</td>
<td>1788.50</td>
</tr>
<tr>
<td>12</td>
<td>84</td>
<td>166</td>
<td>SF</td>
<td>Green Skip Box Marking (Thermoplastic)</td>
<td>15.00</td>
<td>2490.00</td>
</tr>
<tr>
<td>13</td>
<td>84</td>
<td>2,500</td>
<td>SF</td>
<td>Green Bike Box Marking</td>
<td>3.50</td>
<td>8750.00</td>
</tr>
<tr>
<td>14</td>
<td>84</td>
<td>6</td>
<td>EA</td>
<td>Keep Clear Marking</td>
<td>70.00</td>
<td>420.00</td>
</tr>
<tr>
<td>15</td>
<td>84</td>
<td>8</td>
<td>EA</td>
<td>Arrow Marking</td>
<td>3.50</td>
<td>280.00</td>
</tr>
<tr>
<td>16</td>
<td>84</td>
<td>6</td>
<td>EA</td>
<td>Arrow Marking (Thermoplastic)</td>
<td>100.00</td>
<td>600.00</td>
</tr>
<tr>
<td>17</td>
<td>56</td>
<td>8</td>
<td>EA</td>
<td>Bike Lane Sign and Post Install</td>
<td>225.00</td>
<td>1800.00</td>
</tr>
<tr>
<td>18</td>
<td>56</td>
<td>4</td>
<td>EA</td>
<td>Stop Here Sign and Post Install</td>
<td>225.00</td>
<td>900.00</td>
</tr>
<tr>
<td>19</td>
<td>56</td>
<td>4</td>
<td>EA</td>
<td>Stop Sign and Post Install</td>
<td>245.00</td>
<td>980.00</td>
</tr>
<tr>
<td>20</td>
<td>56</td>
<td>25</td>
<td>EA</td>
<td>No Stopping Sign and Post Install</td>
<td>225.00</td>
<td>5625.00</td>
</tr>
<tr>
<td>21</td>
<td>56</td>
<td>8</td>
<td>EA</td>
<td>Restricted Days Bike Lane Sign and Post Install</td>
<td>225.00</td>
<td>1800.00</td>
</tr>
<tr>
<td>22</td>
<td>56</td>
<td>4</td>
<td>EA</td>
<td>Turning Vehicles Yield to Bikes Sign Install</td>
<td>225.00</td>
<td>900.00</td>
</tr>
<tr>
<td>23</td>
<td>84</td>
<td>1855</td>
<td>LF</td>
<td>4&quot; Double Yellow Striping - Detail 21</td>
<td>90.00</td>
<td>1,669.50</td>
</tr>
<tr>
<td>24</td>
<td>84</td>
<td>345</td>
<td>LF</td>
<td>4&quot; Double Yellow Striping - Detail 21 (Thermoplastic)</td>
<td>2.00</td>
<td>690.00</td>
</tr>
<tr>
<td>25</td>
<td>84</td>
<td>100</td>
<td>LF</td>
<td>8&quot; White Stripe (Detail 38A)</td>
<td>90.00</td>
<td>90.00</td>
</tr>
<tr>
<td>26</td>
<td>84</td>
<td>115</td>
<td>LF</td>
<td>8&quot; White Stripe - Detail 38A (Thermoplastic)</td>
<td>2.00</td>
<td>230.00</td>
</tr>
<tr>
<td>27</td>
<td>84</td>
<td>1,380</td>
<td>LF</td>
<td>6&quot; White Stripe - Detail 39</td>
<td>6.50</td>
<td>8470.00</td>
</tr>
<tr>
<td>28</td>
<td>84</td>
<td>420</td>
<td>LF</td>
<td>6&quot; White Stripe - Detail 39 (Thermoplastic)</td>
<td>1.50</td>
<td>630.00</td>
</tr>
<tr>
<td>29</td>
<td>84</td>
<td>1,300</td>
<td>LF</td>
<td>6&quot; Dashed White Stripe - Detail 39A</td>
<td>6.50</td>
<td>8450.00</td>
</tr>
<tr>
<td>30</td>
<td>84</td>
<td>100</td>
<td>LF</td>
<td>6&quot; Dashed White Stripe – Detail 39A (Thermoplastic)</td>
<td>1.50</td>
<td>150.00</td>
</tr>
<tr>
<td>31</td>
<td>84</td>
<td>3890</td>
<td>LF</td>
<td>Buffered Bike Lane Marking (Non-Adjacent)</td>
<td>165.00</td>
<td>6418.50</td>
</tr>
<tr>
<td>32</td>
<td>84</td>
<td>310</td>
<td>LF</td>
<td>Buffered Bike Lane Marking (Non-Adjacent) (Thermoplastic)</td>
<td>3.00</td>
<td>930.00</td>
</tr>
<tr>
<td>33</td>
<td>84</td>
<td>1,380</td>
<td>LF</td>
<td>Buffered Bike Lane Marking (Adjacent)</td>
<td>165.00</td>
<td>2277.00</td>
</tr>
</tbody>
</table>
### BASE BID TOTAL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Sec. 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>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>84</td>
<td>660</td>
<td>LF</td>
<td>Dashed Buffer</td>
<td>1.80</td>
<td>1,188</td>
</tr>
<tr>
<td>35</td>
<td>84</td>
<td>2,630</td>
<td>LF</td>
<td>Door Zone Buffer</td>
<td>1.80</td>
<td>4,734</td>
</tr>
<tr>
<td>36</td>
<td>56</td>
<td>35</td>
<td>EA</td>
<td>Channelizer</td>
<td>75</td>
<td>2,625</td>
</tr>
<tr>
<td>37</td>
<td>84</td>
<td>1</td>
<td>EA</td>
<td>Railroad Marking Paint</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td>38</td>
<td>84</td>
<td>2</td>
<td>EA</td>
<td>Railroad Marking (Thermoplastic)</td>
<td>350</td>
<td>700</td>
</tr>
</tbody>
</table>

**BASE BID TOTAL** $96,159.50

### ALTERNATE BID TOTAL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Sec. 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>
</tr>
</thead>
<tbody>
<tr>
<td>39</td>
<td>84</td>
<td>1</td>
<td>LS</td>
<td>Refresh paint striping that is faded after 6 months</td>
<td>3500</td>
<td>3500</td>
</tr>
</tbody>
</table>

**ALTERNATE BID TOTAL** $3500

**Notes:**
- (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 thousand two hundred fifty nine dollars and fifty cents

**Notes:**
1. The Contract will be awarded on the basis of the Total Bid (Base Bid Total + Alternate Bid Total). The City reserves the right to remove, fully or in part, the Alternate bid from the contract at its own discretion.
2. 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.
3. The City reserves the right to increase or decrease quantities by 25% at the Contract Item Price.
4. 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.
5. 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

---

**Oak Grove, University, Crane Bicycle Improvement Project**  PROJECT NO. 70-105
the part of the undersigned in making up this bid.

All bids shall be valid for 45 days from opening bids.

ADDENDA ACKNOWLEDGEMENT AND INFORMATION

The undersigned acknowledges receipt of Addendum number through inclusively.

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

CONTRACTOR: CHISPI COMPANY

SIGNATURE: [Signature]

PRINT NAME: DAVID L. MORRIS

TITLE: VICE PRESIDENT

DATE: 5/31/2017
Chrisp Company
A CALIFORNIA CORPORATION
43650 Osgood Road • Fremont California 94538-5831 • Phone: (610)-858-2840
P.O. Box 1388 • Fremont California 94538-0138 •
General Fax No: (610) 490-2703 • Northern Calif. Estimating Fax No: (610) 858-2397

Completed Projects: Chrisp Company as General Contractor

California Department of Transportation
Contract 05-0n6604 Construct Turnout Place Thermoplastic
Bertha Roman 831-663-8900
Pavement Striping, Marking and Markers
9/14/014-2/1/015
$595025.00

City of Berkeley
Roadway Thermoplastic Striping
Ashan 510-981-6416
Pavement Striping, Marking and Markers
8/31/14-10/27/14
$1,262,023.00

City of Alameda
Annual Restripe
Philli Lee 510-749-5847
Pavement striping, marking and Markers
11/29/14
$145227.00

City of San Bruno
School Crosswalk Refurbished
Jim Shannon 650-794-1443
Pavement striping, Marking and Markers
2/29/14-3/11/14
$48783.50

City of Morgan Hill
Annual Striping and Signage
Louie Bischhorn 408-776-7337
Pavement striping, Marking, Markers and Signage
7/11/13-9/15/14
$101520.00

CONTRACTORS LIC. # 374600 • A ENGINEERING • C-23 HIGHWAY IMPROVEMENTS • C-13 FENCE, WIRE, & WOOD
SIGNS • MONUMENTS • BARRICADES • STRIPING • PARKING BUMPERS • FENCING
Chrisp Company
A CALIFORNIA CORPORATION
43860 Osgood Road • Fremont California 94539-5831 • Phone: (650)-666-2840
P.O. Box 1388 • Fremont California 94538-0138 •
General Fax No: (510) 480-2703 • Northern Calif. Estimating Fax No: (510) 858-2387

City of Morgan Hill
Annual Striping and Signage
Louis Bichhorn 408-776-7337
Pavement striping, Marking, Markets and Signage
7/11/014-9/15/15
$101520.00

City of Menlo Park
Citywide Striping 07-08
Rich Angulo 650-330-6775
Pavement striping, Marking and Markets removal
10/4/014-8/28/15
$40357.00

City of Brisbane
Safe Routes to School
Greg Morris 415-760-3053
Install Lighted Crosswalks Pavement Striping, Marking and Markers
7/15/14-11/21/14
$178213.25

City of Dublin
Citywide Striping and Marking
Ray Kuzbari 925-833-6630
Pavement Striping, Marking and Markers
9/28/14-4/20/15
$111415.00

City of Pleasanton
Traffic Buttons
Jeff Walker 925-931-5689
Pavement striping, Markers
5/25/13-11/17/14
$135775.00

CONTRACTORS LIC. # 374550 • A ENGINEERING • C-23 HIGHWAY IMPROVEMENTS • C-13 FENCE, WIRE, & WOOD
SIGNS • MONUMENTS • BARRICADES • STRIPING • PARKING BUMPERS • FENCING
Chrisp Company
A CALIFORNIA CORPORATION
43850 Osgood Road • Fremont California 94538-5831 • Phone: (510)-668-2640
P.O. Box 1388 • Fremont California 94538-0138 •
General Fax No: (510) 480-2709 • Northern Calif. Estimating Fax No: (510) 668-2397

City of San Leandro
Various location Restripe
Ron May 510-577-3376
Pavement striping, Marking and Markers
6/30/15
$73979.00

City of Pleasant Hill
2007 Citywide Pavement Restriping
Contact Eric Hu 925-671-5203
Pavement Striping, Marking and Markers
7/2/14-10/22/14
$62923.00

Monterey County
Blanco Road Safety Improvements
Contact Billy Issa 831-755-5005
4/17/15 to 8/16/15
$347829.75
Pavement striping, Marking, Markers And Removal
# Chrisp Company

## List Of Recently Completed Projects

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Contract Amount</th>
<th>Class Of work</th>
<th>Date Complete</th>
<th>Name &amp; address General</th>
<th>Contact</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concar Garage San Jose Airport</td>
<td>$ 105,000.00</td>
<td>Thermo Stripping Marking Pavement Markers</td>
<td>Dec-10</td>
<td>Hensel &amp; Phelps 226 Airport Pkwy San Jose, Ca 95110</td>
<td>Peter Mercules</td>
<td>408-441-4087</td>
</tr>
<tr>
<td>08-09 Street Resurfacing</td>
<td>$ 45,000.00</td>
<td>Pavement Stripping Marking &amp; Markers</td>
<td>Jan-11</td>
<td>Gallagher &amp; Burk 344 High Street Oakland, Ca 94601</td>
<td>Troy Snyder</td>
<td>660-662-8540</td>
</tr>
<tr>
<td>San Jose Airport Roadway Project</td>
<td>$ 105,000.00</td>
<td>Pavement Stripping Marking &amp; Markers</td>
<td>Mar-11</td>
<td>Granite Construction 716 Cemstok St Santa Clara, Ca 95054</td>
<td>Viney Reddy</td>
<td>408-327-7000</td>
</tr>
<tr>
<td>West Dublin Bart Station</td>
<td>$ 150,000.00</td>
<td>Pavement Stripping Marking &amp; Markers</td>
<td>Apr-11</td>
<td>Shimnlick Construction 8201 Edgewater Dr Oakland, Ca 94621</td>
<td>Jeremiah Kent</td>
<td>925-833-8959</td>
</tr>
<tr>
<td>2009 Pavement Rehabilitation</td>
<td>$ 43,000.00</td>
<td>Stripping, Marking Markers Signs</td>
<td>Nov-10</td>
<td>Gallagher &amp; Burk 344 High Street Oakland, Ca 94601</td>
<td>David Thompson</td>
<td>510-281-0488</td>
</tr>
<tr>
<td>Contract 08-OX7004</td>
<td>$ 195,000.00</td>
<td>Thermo Stripping Markings</td>
<td>Apr-11</td>
<td>Granite Construction P.O. Box 802500 Petalune, Ca 95960</td>
<td>Brad Olson</td>
<td>581-726-4447</td>
</tr>
<tr>
<td>2010 Cape Seal</td>
<td>$ 90,000.00</td>
<td>Pavement Stripping Marking &amp; Markers</td>
<td>Mar-11</td>
<td>Graham Contractors P.O. Box 28770 San Jose, Ca 95159</td>
<td>David Graham</td>
<td>408-263-9618</td>
</tr>
<tr>
<td>Guardrail Various Locations</td>
<td>$ 21,880.00</td>
<td>Guardrail</td>
<td>Feb-11</td>
<td>City of Sarsota 13777 Fruitville Ave Sarasota, Ca 95070</td>
<td>Rick Torres</td>
<td>408-886-1214</td>
</tr>
<tr>
<td>Pleasant Hill Transit Station</td>
<td>$ 72,000.00</td>
<td>Thermo Stripping Paint Stripping Pavement Markers</td>
<td>Feb-11</td>
<td>Davis Gates P.O.Box 2909 Dublin, Ca 94568</td>
<td>Dan Smith</td>
<td>925-200-0094</td>
</tr>
<tr>
<td>Safe Routes to School</td>
<td>$ 12,000.00</td>
<td>Lightes Crosswalks</td>
<td>Mar-10</td>
<td>Silicon Constellations 2980 Scott Blvd Santa Clara, Ca 95054</td>
<td>Greg Merth</td>
<td>408-294-4838</td>
</tr>
<tr>
<td>2010 CityWide Stripling</td>
<td>$ 100,000.00</td>
<td>Thermo Stripping Pavement Markers</td>
<td>Jan-11</td>
<td>City of Palm Desert 510 Fred Waring Drive Palm Desert, Ca 92260</td>
<td>Mark Greenwood</td>
<td>760-346-0611</td>
</tr>
<tr>
<td>Route 80 Median Contract 03-1ED444</td>
<td>$ 230,000.00</td>
<td>Thermo Stripping Pavement Markers</td>
<td>Sep-10</td>
<td>Davis Gates P.O.Box 2909 Dublin, Ca 94568</td>
<td>Glen Polk</td>
<td>916-663-0110</td>
</tr>
<tr>
<td>Contract 04-128204 Route 580</td>
<td>$ 100,000.00</td>
<td>Stripling &amp; Marking</td>
<td>Dec-11</td>
<td>Gordon Bell, Inc 333 Camilie Ave Alamo, Ca 94507</td>
<td>Lance Concoiropo</td>
<td>510-772-3491</td>
</tr>
<tr>
<td>City Wide Sign Project</td>
<td>$ 412,000.00</td>
<td>Signs</td>
<td>Sep-10</td>
<td>City of Fresno 1721 Van Nese Ave Fresno, Ca 93721</td>
<td>Mark Johnson</td>
<td>559-924-8600</td>
</tr>
</tbody>
</table>
## Chrisp Company References 2016

<table>
<thead>
<tr>
<th>Class Of work</th>
<th>Job Information</th>
<th>Name &amp; address of General Contractor</th>
<th>Contact</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paint Striping</td>
<td>2008-2010 Annual Citywide Street Maint.</td>
<td>City of Fontana 18045 Orange Way Fontana, Ca 92335</td>
<td>Chad Gordon</td>
<td>909-350-7634</td>
</tr>
<tr>
<td>Thermo Markings</td>
<td>Annual Sign and Stripping</td>
<td>City of Pico Rivera 6615 Passons Boulevard Pico Rivera, CA 90660</td>
<td>Jose Loera</td>
<td>(662) 801-4350</td>
</tr>
<tr>
<td>Roadside Signs</td>
<td>Thermoplastic Traffic Stripping, Markings, &amp; Markers</td>
<td>City of Corona 400 S Vicenta Ave Corona, CA 92882</td>
<td>Scot Miller</td>
<td>951-817-5708</td>
</tr>
<tr>
<td>Thermo Stripping &amp; Mrkig</td>
<td>Annual Citywide Maintenance</td>
<td>City of Whittier 13230 Penn Street Whittier, CA 90602</td>
<td>James Keena</td>
<td>(662) 567-9514</td>
</tr>
<tr>
<td>Grinding Removals</td>
<td>Annual Citywide Restriping</td>
<td>City of Rancho Mirage 69825 Highway 111 Rancho Mirage, CA 92270</td>
<td>Dave Martin</td>
<td>760-343-0581 ext. 512</td>
</tr>
<tr>
<td>Roadside Signs</td>
<td>Green Bike Lanes</td>
<td>City of Santa Ana 20 Civic Center Plaza Santa Ana, Ca 92701</td>
<td>Orlando Garcia</td>
<td>714-847-5049</td>
</tr>
<tr>
<td>Non Skid Thermo Striping</td>
<td>Citywide Sign Replace</td>
<td>City of San Marcos 1 Civic Center Drive San Marcos, CA 92069</td>
<td>Michael Rafael</td>
<td>(760) 744-1050 ext. 3274</td>
</tr>
<tr>
<td>Non Skid Thermo Marking</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hot Tape Markings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paint Stripping</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thermo Striping</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green Non-Skid Bike Lane</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roadside Signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stop Signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Speed Limit Signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telespar/Round Post</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stop Signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Speed Limit Signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No Parking Signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Citywide Sign Replace 2829 Tapo Canyon Road Simi Valley, CA 83063 Rocky Nungester (805) 583-8882
**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 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.

Per sections 4100-4114 of the Public Contracts Code, the Bidder shall list the name, California Contractor license number, address and telephone number of each subcontractor to whom the Bidder proposes to subcontract portions of the work in the excess of 0.5% of the total Contract, or $10,000, whichever is greater.

**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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name:</td>
<td>Item No(s).</td>
</tr>
<tr>
<td>Contractor's License No.:</td>
<td>Class: Exp. Date:</td>
</tr>
<tr>
<td>DIR Registration No.:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Tel:</td>
</tr>
<tr>
<td>Dollar Amount &amp; Percent of Total Bid:</td>
<td>$ ( %)</td>
</tr>
<tr>
<td>Description of portion of work subcontracted:</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Name:</td>
<td>Item No(s).</td>
</tr>
<tr>
<td>Contractor's License No.:</td>
<td>Class: Exp. Date:</td>
</tr>
<tr>
<td>DIR Registration No.:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Tel:</td>
</tr>
<tr>
<td>Dollar Amount &amp; Percent of Total Bid:</td>
<td>$ ( %)</td>
</tr>
<tr>
<td>Description of portion of work subcontracted:</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Name:</td>
<td>Item No(s).</td>
</tr>
<tr>
<td>Contractor's License No.:</td>
<td>Class: Exp. Date:</td>
</tr>
<tr>
<td>DIR Registration No.:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Tel:</td>
</tr>
<tr>
<td>Dollar Amount &amp; Percent of Total Bid:</td>
<td>$ ( %)</td>
</tr>
<tr>
<td>Description of portion of work subcontracted:</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Name:</td>
<td>Item No(s).</td>
</tr>
<tr>
<td>Contractor's License No.:</td>
<td>Class: Exp. Date:</td>
</tr>
<tr>
<td>DIR Registration No.:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Tel:</td>
</tr>
<tr>
<td>Dollar Amount &amp; Percent of Total Bid:</td>
<td>$ ( %)</td>
</tr>
<tr>
<td>Description of portion of work subcontracted:</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Name</td>
</tr>
<tr>
<td>-----</td>
<td>------</td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
</tbody>
</table>
SUBCONTRACTORS
(Continued)

10. Name: ________________________________ Item No(s). __________________
    Contractor's License No.: __________________________ Class: ___ Exp. Date: ______
    DIR Registration No.: ____________________________
    Address: _____________________________________ Tel: (___)
    Dollar Amount & Percent of Total Bid: $ ________ ( %)
    Description of portion of work subcontracted:

11. Name: ________________________________ Item No(s). __________________
    Contractor's License No.: __________________________ Class: ___ Exp. Date: ______
    DIR Registration No.: ____________________________
    Address: _____________________________________ Tel: (___)
    Dollar Amount & Percent of Total Bid: $ ________ ( %)
    Description of portion of work subcontracted:

12. Name: ________________________________ Item No(s). __________________
    Contractor's License No.: __________________________ Class: ___ Exp. Date: ______
    DIR Registration No.: ____________________________
    Address: _____________________________________ Tel: (___)
    Dollar Amount & Percent of Total Bid: $ ________ ( %)
    Description of portion of work subcontracted:
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.

Robert Christ - President
David L. Morris - Vice President
Roger Weisbrod - Vice President

CHRISP COMPANY
P.O. BOX 1368
FREMONT, CA 94538-0136

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. 374600 for a period of 38 years and has the following DIR Registration No. 100000306.

The bidder's three most recently completed Contracts are:

1. Title of Project:

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

SEE ATTACHED

2. Title of Project:

Owner:

Oak Grove, University, Crane Bicycle Improvement Project PROJECT NO. 70-105
Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Name of Bank                  Address

**MECHANIC'S BANK**                1111 CIVIC DRIVE, STE 390
                                       WALNUT CREEK, CA 94596

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

Company: **ZURICH AMERICAN INSURANCE CO.**
Address: 100 CALIFORNIA ST. #300 SAN FRANCISCO, CA. 94111

Company: **ARTHUR J. GALLAGHER & CO.**
Address: 1255 BATTERY ST. #450 SAN FRANCISCO, CA. 94111
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder [CHRIST COMPANY], proposed subcontractor N/A, hereby certifies that he has ☑, 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: 5/31/2017. [Signature]

Bidder's Signature

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

---

Oak Grove, University, Crane Bicycle Improvement Project PROJECT NO. 70-105
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

CHRISP COMPANY
P.O. BOX 1368
FREMONT, CA 94538-0136
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
County of Alameda

"I, __ David Morris ________, 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."

[Signature]

Notary Public

Subscribed and sworn to before me this
31 day of May, 2017

Kelly R. Aguilar, Notary Public

Notary Public in and for the County of Alameda, STATE OF CALIFORNIA

28

Oak Grove, University, Crane Bicycle Improvement Project PROJECT NO. 70-105
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:

N/A

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:

N/A

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: 5/31/2017

DAVID L. MORRIS
Signature of Bidder

Business Address (Street Address, City, State & Zip Code):
CHRIST COMPANY
43650 OSGOOD RD, FREMONT, CA, 94539

Business Phone: (510) 656-2840
Fax No.: (510) 656-2397

Oak Grove, University, Crane Bicycle Improvement Project PROJECT NO. 70-105
CITY OF MENLO PARK

AFFIRMATIVE ACTION PROGRAM

(Bidders shall submit completed Compliance Report & Ethnic Characteristics Report with their bids or within 48 hours after the bid opening if bidder is the lowest or second lowest bidder).

Please find attached a set of forms to be completed in response to the City of Menlo Park's Affirmative Action Program. A copy of Resolution No. 2340, which sets out the Affirmative Action Program and suggested Guidelines, is available at the Office of the Engineering Services Manager. 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 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 documents should be submitted to the City Clerk by the date indicated in the Notice Inviting Sealed Bids:

Minority Employment Program:

a) A Compliance Report.

b) 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).


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: Oak Grove, University, Crane Bicycle Improvement

NAME OF FIRM: Chrisp Company PHONE: 510.656.2840

NAME OF PERSON TO CONTACT: David L. Morris PHONE: 510.656.2840

Check One: Prime Contractor ☑ Subcontractor

COMPLETE THE FOLLOWING:

Part I

1. Full name and address of firm:

   Chrisp Company
   43650 Osgood Rd
   Fremont CA. 94539

2. Name and address of principal official:

   David L. Morris
   Vice President

3. Name and address of principal office of company:

   Chrisp Company
   43650 Osgood Rd
   Fremont CA. 94539

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

   N/A

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

   N/A

6. Signature and title of authorized representative:

   David L. Morris
   Vice President

   Date:

   5/31/2017

Oak Grove, University, Crane Bicycle Improvement Project PROJECT NO. 70-105
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?

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?
   Yes No 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. Who? [Signature]
   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: ____________________________

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?

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: [Signature]

32

Oak Grove, University, Crane Bicycle Improvement Project PROJECT NO. 70-105
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. **100%**  Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions? Explain procedure for hiring balance: **ALL BARGAINING EMPLOYEES ARE DISPATCHED THROUGH THE UNIONS TO US.**

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: **PARKING & HIGHWAY IMPROVEMENT Painter (Laborer), Group 2 - Striper**

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

### PERMANENT MAKE-UP OF COMPANY

**NAME OF FIRM:** Cube Company  
**PROJECT NO:** 70-105  
**DATE SUBMITTED:** 5/31/2017  
**NAME OF PERSON SUBMITTING FORM:** Aaron Patton

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>
</tr>
</thead>
<tbody>
<tr>
<td>1. Officials &amp; Managers</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2. Professionals</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Clerical &amp; Office</td>
<td>24</td>
<td>1</td>
<td>2</td>
<td></td>
<td>17</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Field Supervisor</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Skilled-specific trade</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Mechanic</td>
<td>11</td>
<td></td>
<td>1</td>
<td></td>
<td>8</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Stripper (paint)</td>
<td>108</td>
<td>5</td>
<td>3</td>
<td></td>
<td>40</td>
<td>60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Unskilled-specific trade</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Operator</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Helper</td>
<td>15</td>
<td></td>
<td>1</td>
<td></td>
<td>7</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. TOTAL - Items 1 thru 6</td>
<td>178</td>
<td>1</td>
<td>10</td>
<td></td>
<td>6</td>
<td>84</td>
<td></td>
<td>77</td>
<td></td>
</tr>
</tbody>
</table>

The data below should also be included in the figures for the appropriate occupational categories above.

<table>
<thead>
<tr>
<th>On-the-job Training</th>
<th>White Collar</th>
<th>Production</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.
Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are separate from the evaluation process and are solely within the discretion of the Company and depend upon many factors in addition to performance.

**CHANGE IN JOB RESPONSIBILITIES**

During your orientation with the Company, your manager may review your job responsibilities and the performance standards expected of you. A job description will be provided to you for your reference. Please note that your job responsibilities may change at any time during your employment. From time to time, you may be required to work on special projects or to assist with other work necessary or important to the operation of your department or the Company.

**EQUAL OPPORTUNITY EMPLOYER**

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. Company policy prohibits unlawful discrimination based on race, color, creed, sex, age, national origin or ancestry, religion, disability, veteran status, or any other consideration made unlawful by federal, state, or local laws. The Company's commitment to equal opportunity employment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company, including managers and co-workers.

To comply with applicable laws ensuring employment opportunities to qualified individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship or a direct threat to the health or safety of the individual or others would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact their manager or Human Resources and request such an accommodation. The individual with the disability should specify what accommodation he or she needs in order to perform the job. The Company will then conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The Company will identify possible accommodations, if any, which will help eliminate the limitation. If the accommodation is reasonable, will not impose an undue hardship, and does not pose a direct threat to the health or safety of the individual or others, the Company will make the accommodation. If more than one accommodation is available for the situation, the Company retains the discretion to determine which accommodation is the best and most reasonable accommodation to provide.
Chrisp Company's Discrimination and Complaint Filing and Appeal Process

Should an employee feel that discrimination has occurred they are to locate the EEOC phone number on the Legal Posters posted at Chrisp's facilities and file the complaint.

Should an employee have a general complaint (non-EEO), they are to present the complaint to their immediate supervisor either verbally or in writing. Complaints are then reviewed for actionable items, delegated accordingly, discussed and communicated to all employees if necessary, and enforced/monitored for a period of time to determine effectiveness.

Appeal process: Chrisp's upper management will investigate complaints to determine the necessity of legal assistance. All formal EEO and other serious complaints will be accompanied with legal assistance should it be required.
HARASSMENT PREVENTION POLICY

Chrisp Company will not tolerate conduct by any employee that harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. We want to maintain a working environment free from all forms of harassment whether based upon race, color, religion, ancestry, national origin, age, marital or veteran status, physical or mental disabilities, on-the-job injuries, sex, or any other legally protected characteristic or status.

Behavior such as telling ethnic jokes, making religious slurs, using offensive "slang" or other derogatory terms denoting a person's race, age, national origin, disability, or imitating one's speech, accent or disability, are examples of prohibited conduct and will not be tolerated in our organization. Retaliation or harassing individuals by making derogatory comments regarding protected statuses or characteristics and any other words or conduct that might create a hostile or offensive working atmosphere are also prohibited.

While all forms of harassment are prohibited, it is our policy to emphasize that sexual harassment is specifically prohibited. Actions are considered sexual harassment under the following conditions:

- If submission to the conduct is in any way deemed to be a term or condition of employment.
- If submission to or rejection of the conduct is used as the basis for any employment-related decisions.
- If the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes or innuendo, nude, profane, or obscene cartoons, drawings or photographs, whistling, staring, inappropriate touching, hugging, or kissing is strictly prohibited and are not tolerated at Chrisp Company.

Each manager/supervisor has a responsibility to maintain the workplace free of any form of sexual harassment. No manager/supervisor shall threaten or instigate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assignment duties, shifts, or any other conditions of employment or career development. Sexually harassing conduct in the workplace, whether committed by managers/supervisors, non-managerial employees or outside individuals (vendors, customers, etc.) are also prohibited.

This policy covers conduct in the workplace, at social functions sponsored by Chrisp Company (such as holiday dinners, picnics, sporting events, etc.), and business functions (such as conventions, trade shows, etc.).

Any messages or communications sent or received through our electronic communications systems are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. The use of informational systems (including e-mail, Intranet, or the Internet) for the display or transmission of sexually explicit images, messages, off-color jokes, or anything that may be construed as harassment or showing disrespect for others, is prohibited.

Management provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. As an employee of Chrisp Company, you have the responsibility to immediately report any actions or words by a supervisor, co-worker, vendor, or other individual, that you believe to be unwelcome harassment. You should report the incident to your manager/supervisor, or any other manager, or to the next level of management, if the complaint involves your direct supervisor or manager.

Chrisp Company will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by management, employees, co-workers, or non-employees such as clients, vendors, and contractors.
All complaints of harassment will be investigated promptly and in an impartial manner. Discretion will be used during the investigation in order to maintain as much confidentiality as is possible while still being able to effectively complete the investigation. If you are not satisfied with the handling of a complaint or the action taken by the Manager, then you should bring the complaint to the next higher level of authority. In all cases, you will be advised of the findings and conclusion.

Any employee or member of management, who is found, after appropriate investigation, to have engaged in harassment of another employee or to have retaliated against an employee for reporting harassment, will be subject to appropriate corrective actions, depending on the circumstances, up to and including termination.

EMPLOYEE ACKNOWLEDGEMENT AND RECEIPT OF HARASSMENT PREVENTION POLICY

I have received a copy of this policy and understand my rights and responsibilities.

Print Name of Employee ______________________________ Signature of Employee ______________________________ Date ________________

Print Name of Chrisp Company Signer ______________________________ Signature of Chrisp Company Signer ______________________________ Date ________________

(My signed acknowledgement will be placed in my personnel file)

[Signature]

43850 OSPREY ROAD  •  FREMONT, CALIFORNIA 94539-5631  •  TELEPHONE (510) 656-2840
P.O. BOX 1368  •  FREMONT, CALIFORNIA 94538-0136  •  FAX: (510) 656-2397
ETHNIC CHARACTERISTICS REPORT

REPORT FOR PROJECT
Complete this form by estimating the ethnic make-up of the workforce for the project being bid.
NAME OF FIRM: ____________________________
PROJECT: ___________________ DATE SUBMITTED: ___________________
PERSON SUBMITTING FORM: ____________________________
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 INDIAN</th>
<th>HISPANIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Officials &amp; Managers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Clerical &amp; Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Field Supervisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Skilled-specify trade</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Unskilled-specify trade</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. TOTAL - Items 1 thru 6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Production</td>
<td></td>
</tr>
</tbody>
</table>

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, Chrisp Company, 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, 2017, for the Oak Grove, University, Crane Bicycle Improvement Project No. 70-105.

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 or 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 30th day of May 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) Chrishp Company
Principal
By:  

(Acknowledgment) Title: Tammie Allison, Secretary

(Corporate Seal) Travelers Casualty and Surety Company of America
Surety
By:  

(Acknowledgment) Attorneys-in-fact
Title  

Susan M. Exline, Attorney-in-Fact
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  CIVIL CODE § 1189

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 ALAMEDA  

On 5/31/17, before me, KELLY R. AGUILAR, NOTARY PUBLIC

Date ____________________________

personally appeared Tammie Allison

Name(s) of Signer(s) ____________________________

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: ____________________________

☐ Corporate Officer — Title(s): ____________________________

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: ____________________________

Signer Is Representing: ____________________________

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5807
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 May 30, 2017 before me, Gillian C. Bhaskaran, Notary Public, personally appeared Susan M. Exline, 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, Gillian C. Bhaskaran

GILLIAN C. BHASKARAN
Notary Public - California
Contra Costa County
Commission # 2196023
Expiry May 13, 2021

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: ________________________________ Signer’s Name: ________________________________
☐ Corporate Officer — Title(s): ________________________________ ☐ Corporate Officer — Title(s): ________________________________
☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator
☐ Other: ________________________________ ☐ Other: ________________________________
Signer Is Representing: ________________________________

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
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 } 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 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)
POWER OF ATTORNEY

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

Attorney-In Fact No. 224053

Certificate No. 006299860

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

Kevin Re, Maureen O’Connell, Robert Wrixon, M. Moody, Betty L. Tolentino, Janet C. Rojo, Virginia L. Black, and Susan M. Exline

of the City of Lafayette, 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 18th day of March, 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 18th day of March, 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.

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

Marie C. Tetreault
Notary Public

58440-8-12 Printed in U.S.A.