CONTRACTUAL AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 16th day of May, 2019, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and Chrisp 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 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

Starla Jerome-Robinson, City Manager

William L. McClure, City Attorney

ATTEST:

Judi A. Herren, City Clerk

CONTRACTOR (NAME): Chrisp Company

By David L. Morris - Executive Vice President
NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL

STATE OF CALIFORNIA

\}
\}
COUNTY OF Alameda

\}
\}

On _May 6, 2019_ , before me, Kay Ukes 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 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)
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: CARISP COMPANY
BUSINESS ADDRESS: 43650 OSGOOD ROAD
CITY, STATE, ZIP: FREMONT, CA. 94539
TAX I.D. NO.: 94-2578099
DIR REGISTRATION NO.: 1000000306
TELEPHONE NO: (510) 656-2840 FAX NO: (510) 656-2397
EMAIL: AMORRIS@CHRISPLC.COM

HOW DID YOU HEAR ABOUT THIS PROJECT: DODGE REPORT

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 thermoplastic buffered bike lane striping, shared lane markings, and striping enhancements 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:

1. Oak Grove Avenue from Rebecca Lane to Crane Street.
2. Crane Street from Valparaiso Avenue to Live Oak Avenue.
3. Santa Cruz Avenue between Crane Street (west) and Crane Street (east)
4. Live Oak Avenue from Crane Street to University Drive.
5. 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>
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<tr>
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<td>LS</td>
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<td>EA</td>
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<td>$1,400-00</td>
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<td>86</td>
<td>EA</td>
<td>Door Zone Marking</td>
<td>$18-00</td>
<td>$1,548-00</td>
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<td>5</td>
<td>84</td>
<td>50</td>
<td>EA</td>
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<td>$4,500-00</td>
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<td>Class II Bike Lane Marking</td>
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<td>$8,124-00</td>
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<td>SF</td>
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<td>Keep Clear Marking</td>
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Oak Grove, University, Crane Bicycle Improvement

PROJECT NO. 70-105
<table>
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<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>
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<td>$2,001.00</td>
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<td>Door Zone Buffer</td>
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<td>EA</td>
<td>Railroad Marking</td>
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<td>$1,260.00</td>
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</table>

BASE BID TOTAL: $134,888.00

Notes:

(F) Final Pay Quantities - See Section 9-1.01, "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 THIRTY FOUR THOUSAND EIGHT HUNDRED EIGHTY EIGHT DOLLARS 8/00 CENT.

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 the part of the undersigned in making up this bid.

Oak Grove, University, Crane Bicycle Improvement PROJECT NO. 70-105
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: [CHRISP COMPANY]
SIGNATURE: [Signature]
PRINT NAME: [DAVID L. MORRIS]
TITLE: [VICE PRESIDENT]
DATE: [4-17-2019]
**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.

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.

<table>
<thead>
<tr>
<th>1. Name: ____________________________</th>
<th>Item No(s). ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's License No.:_____________</td>
<td>Class:____ Exp. Date:___________________</td>
</tr>
<tr>
<td>DIR Registration No.:_________________</td>
<td>Tel: (____) _____________________________</td>
</tr>
<tr>
<td>Address: _____________________________</td>
<td>Tel: (____) _____________________________</td>
</tr>
<tr>
<td>Dollar Amount &amp; Percent of Total Bid:</td>
<td>$ _____________________________ ( %)</td>
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<tr>
<td>Description of portion of work subcontracted:</td>
<td>______________________________________</td>
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<tr>
<th>2. Name: ____________________________</th>
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<tr>
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<td>DIR Registration No.:_________________</td>
<td>Tel: (____) _____________________________</td>
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<tr>
<td>Address: _____________________________</td>
<td>Tel: (____) _____________________________</td>
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<td>Dollar Amount &amp; Percent of Total Bid:</td>
<td>$ _____________________________ ( %)</td>
</tr>
<tr>
<td>Description of portion of work subcontracted:</td>
<td>______________________________________</td>
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<tr>
<th>3. Name: ____________________________</th>
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<td>Class:____ Exp. Date:___________________</td>
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<td>$ _____________________________ ( %)</td>
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<tr>
<td>Description of portion of work subcontracted:</td>
<td>______________________________________</td>
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<th>4. Name: ____________________________</th>
<th>Item No(s). ____________________________</th>
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</thead>
<tbody>
<tr>
<td>Contractor's License No.:_____________</td>
<td>Class:____ Exp. Date:___________________</td>
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<tr>
<td>DIR Registration No.:_________________</td>
<td>Tel: (____) _____________________________</td>
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<tr>
<td>Address: _____________________________</td>
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<td>Dollar Amount &amp; Percent of Total Bid:</td>
<td>$ _____________________________ ( %)</td>
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<tr>
<td>Description of portion of work subcontracted:</td>
<td>______________________________________</td>
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### SUBCONTRACTORS

(Continued)

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<th>Item No(s)</th>
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<th>Class</th>
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<th>DIR Registration No.</th>
<th>Address</th>
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<th>Dollar Amount &amp; Percent of Total Bid</th>
<th>Description of portion of work subcontracted</th>
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Oak Grove, University, Crane Bicycle Improvement

PROJECT NO. 70-105
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<tr>
<th>Item No(s).</th>
<th>Contractor's License No.</th>
<th>Class</th>
<th>Exp. Date</th>
<th>DIR Registration No.</th>
<th>Address</th>
<th>Tel</th>
<th>Dollar Amount &amp; Percent of Total Bid</th>
<th>Description of portion of work subcontracted</th>
</tr>
</thead>
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<td></td>
<td></td>
<td></td>
<td>$ ___ ( ___ %)</td>
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</tr>
</tbody>
</table>

11. Name: ____________________________  Item No(s). ____________________________

12. Name: ____________________________  Item No(s). ____________________________

Oak Grove, University, Crane Bicycle Improvement  PROJECT NO. 70-105
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 CHRISS - PRESIDENT
ROGER WEISBROD - VICE PRESIDENT
DAVID L. MORRIS - VICE PRESIDENT

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 40 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: ____________________________

2. Title of Project: ____________________________
   Owner: ____________________________

Oak Grove, University, Crane Bicycle Improvement  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: Mechanics Bank
Address: 1111 Civic Dr, #370 Walnut Creek

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

Company: The Hartford
Address: One Hartford Plaza, Hartford, CT 06155
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Contract Amount</th>
<th>Class of Work</th>
<th>Name &amp; address of Owner</th>
<th>Contact</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDOT Highway 860 05-0N89/04</td>
<td>$595,026.00</td>
<td>Pavement Striping Marking &amp; Markers</td>
<td>CDOT 1120 N St Sacramento CA 95814</td>
<td>Bertha Roman</td>
<td>(831) 863-8800</td>
</tr>
<tr>
<td>Roadway Thermoplastic Striping</td>
<td>$1,262,023.00</td>
<td>Pavement Striping Marking &amp; Markers</td>
<td>City of Berkeley 2100 Milvia St # 3 Berkeley, CA 94704</td>
<td>Ashar</td>
<td>(510) 981-8416</td>
</tr>
<tr>
<td>Annual Restripe</td>
<td>$145,227.00</td>
<td>Pavement Striping Marking &amp; Markers</td>
<td>City of Alameda 950 W Mall Square Alameda, CA 94501</td>
<td>Phillip Lee</td>
<td>(510) 749-5847</td>
</tr>
<tr>
<td>School Crosswalk Refurbished</td>
<td>$48,783.50</td>
<td>Pavement Striping Marking &amp; Markers</td>
<td>City of San Bruno 587 El Camino Real San Bruno, CA 94068</td>
<td>Jim Shannon</td>
<td>(510) 794-1443</td>
</tr>
<tr>
<td>Annual Striping and Signage</td>
<td>$131,520.00</td>
<td>Pavement Striping Marking &amp; Markers Signage</td>
<td>City If Morgan Hill 100 Edes St Morgan Hill, CA 95037</td>
<td>Louise Eichhorn</td>
<td>(408) 778-7337</td>
</tr>
<tr>
<td>Citywide Striping</td>
<td>$40,357.00</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>City of Menlo Park 701 Laurel St Menlo Park, CA 94025</td>
<td>Rich Angulo</td>
<td>(850) 330-6775</td>
</tr>
<tr>
<td>Safe Routes to School</td>
<td>$178,213.25</td>
<td>Install Lighted Crosswalk Pavement Striping Markings &amp; Markers</td>
<td>City of Brisbane 60 Park Pl Brisbane, CA 94005</td>
<td>Greg Moms</td>
<td>(415) 780-3053</td>
</tr>
<tr>
<td>Citywide Striping and Marking</td>
<td>$111,415.00</td>
<td>Pavement Striping Marking &amp; Markers</td>
<td>City of Dublin 4826 Gleason Dr Dublin, CA 94568</td>
<td>Ray Kuzbari</td>
<td>(650) 833-6830</td>
</tr>
<tr>
<td>Traffic Buttons</td>
<td>$135,775.00</td>
<td>Pavement Striping Markers</td>
<td>City of Pleasanton 200 Old Bernal Ave Pleasanton, CA 94586</td>
<td>Jeff Walker</td>
<td>(925) 931-5869</td>
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<tr>
<td>Various Location Restripe</td>
<td>$73,970.00</td>
<td>Pavement Striping Markers &amp; Markings</td>
<td>City of San Leandro 14200 Chapman Rd San Leandro, CA 94578</td>
<td>Ron May</td>
<td>(510) 577-3378</td>
</tr>
<tr>
<td>Citywide Pavement Restriping</td>
<td>$82,923.00</td>
<td>Pavement Striping Markers &amp; Markings</td>
<td>City If Pleasant Hill 100 Gregory Ln Pleasant Hill, CA 944523</td>
<td>Eric Hu</td>
<td>(925) 671-5203</td>
</tr>
<tr>
<td>Bianco Road Safety Improvements</td>
<td>$347,828.75</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>County of Monterey 168 W Alisal St Salinas, CA 93931</td>
<td>Billy Issa</td>
<td>(831) 755-5005</td>
</tr>
<tr>
<td>CDOT 05-SD,SLO-101-0.0/51.0, 0.0/06 05-1370/4</td>
<td>$3,566,124.00</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>CDOT 1120 N St Sacramento CA 95814</td>
<td>(206) 473-6948</td>
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<tr>
<td>CDOT 10-STA-5-0.0/28.01 10-1167/04</td>
<td>$1,386,983.00</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>CDOT 1121 N St Sacramento CA 95815</td>
<td>(206) 473-6948</td>
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<td>CDOT 04-SOL-80-0.0/44.7 04-0Q5/04</td>
<td>$2,928,083.00</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>CDOT 1122 N St Sacramento CA 95818</td>
<td>(206) 473-6948</td>
<td></td>
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<tr>
<td>CDOT 08-FRE,MAD,TUK-96-VAR 08-0X5/04</td>
<td>$3,551,141.00</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>CDOT 1123 N St Sacramento CA 95817</td>
<td>(206) 473-6948</td>
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<tr>
<td>CDOT HWY 580, 80 Pavement Rehab 04-4H22/4</td>
<td>$312,073.57</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>CDOT 1123 N St Sacramento CA 95817</td>
<td>(206) 473-6948</td>
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</tr>
<tr>
<td>Apple 280 Corridor Improvements</td>
<td>$89,965.00</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>City of Cupertino 10300 Torre Ave Cupertino, CA 95014</td>
<td>(408) 777-5200</td>
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<tr>
<td>Runway Safety Area North Field</td>
<td>$139,428.82</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>City of Oakland 240 Frank H Ogawa Plaza Oakland, CA 94611</td>
<td>(510) 238-3981</td>
<td></td>
</tr>
<tr>
<td>Broadway Keith Avenue to Golden Gate Way Bicycle Pedestrian</td>
<td>$54,511.40</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>City of Oakland 250 Frank H Ogawa Plaza Oakland, CA 94612</td>
<td>(510) 238-3981</td>
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<tr>
<td>Citywide Street Resurfacing</td>
<td>$756,205.73</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>City of Oakland 251 Frank H Ogawa Plaza Oakland, CA 94613</td>
<td>(510) 238-3982</td>
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<tr>
<td>Alameda Point Infrastr. Improvements</td>
<td>$148,387.69</td>
<td>Pavement Striping Marking &amp; Markers Removal</td>
<td>City of Alameda 950 W Mall Square Alameda, CA 94501</td>
<td>Phill Lee</td>
<td>(510) 749-5847</td>
</tr>
</tbody>
</table>
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder [CHRIS P 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 filling 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: 4/17/2019

[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 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.

SIGNED BY REPRESENTATIVE OF BIDDER

Oak Grove, University, Crane Bicycle Improvement PROJECT NO. 70-105
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 L. 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
17th day of APRIL, 2019

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

Oak Grove, University, Crane Bicycle Improvement

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):

- [X] Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;
- [X] Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three (3) years;
- [X] Does not have a proposed debarment pending; and
- [ ] 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: 4/17/2019  DAVID L. MORRIS

Signature of Bidder

Business Address (Street Address, City, State & Zip Code):
43650 OSGOOD ROAD
FREMONT, CA. 94539

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

Oak Grove, University, Crane Bicycle Improvement 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: CHERIS COMPANY PHONE: 510.656.2840

NAME OF PERSON TO CONTACT: JENNIFER HANSON PHONE: 510.933.8920

Check One: Prime Contractor _________ Subcontractor _________

COMPLETE THE FOLLOWING:

Part I

1. Full name and address of firm:
   CHERIS COMPANY
   PO BOX 1368
   FREMONT, CA. 94539

2. Name and address of principal official:
   ROBERT CHERIS
   48360 OSGOOD ROAD
   FREMONT, CA. 94539

3. Name and address of principal office of company:
   CHERIS COMPANY
   43650 OSGOOD ROAD
   FREMONT, CA. 94539

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: [Signature]
   Title: VICE PRESIDENT
   Date: 4/17/2019
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? ____________________________
   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 SUB.

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: indeed.com, craigslist

31

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

1. **No** Have you a collective bargaining agreement with a labor union or other organization? If yes, specify the union(s) or organization(s).
   
   LABORERS #304, PAINTERS #1176

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: _______________________

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)
   ____________________________________________________________

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: CHASp COMPANY
PROJECT: __________________________ DATE SUBMITTED: 4/17/2019
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.

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<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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<td></td>
<td>8</td>
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<td>3. Clerical &amp; Office</td>
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<td>14</td>
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<td>4. Field Supervisor</td>
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<tr>
<td>a) STRIDER</td>
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<td>6. Unskilled-specify trade</td>
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<tr>
<td>a) WAREHOUSE</td>
<td>22</td>
<td></td>
<td>2</td>
<td></td>
<td>10</td>
<td>9</td>
<td>1</td>
<td></td>
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<tr>
<td>b) MECHANIC</td>
<td>17</td>
<td></td>
<td>2</td>
<td></td>
<td>10</td>
<td>3</td>
<td></td>
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<td>c) SIGN FAB</td>
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<tr>
<td>7. TOTAL - Items 1 thru 6</td>
<td>233</td>
<td></td>
<td>14</td>
<td></td>
<td>7</td>
<td>99</td>
<td>103</td>
<td>10</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>0</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Production</td>
<td>22</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.

Oak Grove, University, Crane Bicycle Improvement PROJECT NO. 70-105
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>
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<tr>
<td>3. Clerical &amp; Office</td>
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<tr>
<td>4. Field Supervisor</td>
<td></td>
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<tr>
<td>5. Skilled-specify trade</td>
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<td>a.</td>
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<td>d.</td>
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<tr>
<td>6. Unskilled-specify trade</td>
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<tr>
<td>a.</td>
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<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>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Production</td>
<td></td>
<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.
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 Hartford Fire 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 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 April 18, 2019, 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 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.

35

Oak Grove, University, Crane Bicycle Improvement

PROJECT NO. 70-105
IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 16th day of April, 2019, 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: Chisp Company
By: 

(Acknowledgement) Title: 

(Corporate Seal) Surety: Hartford Fire Insurance Company
By: Attorneys-In-Fact

(Acknowledgement) Title Susan M. Exline, Attorney-in-Fact
NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA }
COUNTY OF _______ } ss.

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.

***SEE ATTACHED NOTARY ACKNOWLEDGMENT FOR SURETY***

Notary Public

(Seal)
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 April 16, 2019 before me, Gillian C. Bhaskaran, Notary Public

(insert name and title of the officer)

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 (Seal)
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 04/17/19 before me, Kay Ukes - Notary Public
personally appeared Tammie Allison - Secretary

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

Place Notary Seal Above

OPTIONAL

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

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

Capacity(ies) Claimed by Signer(s)
Signer's Name: 

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

Signer's Name: 

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

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POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X
Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X
Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Indiana
X
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
X
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
X
Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
X
Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Susan M. Exline, Virginia L. Black, Brian F. Cooper, Susan Hecker, M. Moody, Maureen O'Connell, Kevin Re, Janet C. Rojo, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian, Gillian Bhaskaran, Brittany Kavan, T Le, Julia Ortega of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

STATE OF CONNECTICUT

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

M. Ross Fisher, Senior Vice President
John Gray, Assistant Secretary

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 16, 2019

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President
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 _________________, 2019, for the "Oak Grove, University, Crane Bicycle Improvement Project, 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.

Principal 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, 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 here-to 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 } } ss.
COUNTY OF __________ } ss.

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)
All Prospective Bidders must submit the Qualification Statement (QS) herewith in a separately sealed envelope, along with the Bid Package.

**Qualifications Statement Requirements:** Prospective Bidders shall submit all information and forms specified in the Qualifications Statement, including the Response Sheets, Exhibits “A” and “B” and Contractor to add resumes for key personnel. Failure to provide the required responsibility information as indicated herewith shall constitute grounds for rejection of the QS.

**Review of the Qualifications Statement:** All information submitted for qualification evaluation will be considered official information acquired in confidence and the City will maintain its confidentiality to the extent permitted by law.

The City and/or its designee will review and evaluate the information contained in each Prospective Bidder’s QS within 5 days and notify Prospective Bidders, whether their QS is found responsive and responsible for this project. The sole and discretionary judgment of the City and/or its designee will determine if a Prospective Bidder is deemed responsible and responsive.

**Protesting a Disqualification:** Prospective Bidders who are disqualified for this project, may submit a protest to the City. This protest must be submitted in writing and must provide a basis or grounds for the protest. This written protest must be received by the City within 5 days of the date the City issues a disqualification notification.
EXHIBIT "A"
ETHICAL STANDARDS FOR CONTRACTORS

1. Owner may, at its sole discretion, terminate any contract with Contractor if any of the following occurs:
   
   A. If Contractor\(^1\) does any of the following:
      i. Is convicted\(^2\) of operating a business in violation of any Federal, State or local law or regulation;
      ii. Is convicted of a crime punishable as a felony involving dishonesty;\(^3\)
      iii. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or (3) performing a public contract or subcontract;
      iv. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of an Owner contractor or subcontractor; or
      v. Made (or makes) any false statement(s) or representation(s) with respect to the contract; or
   
   B. If fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

2. Owner may also terminate any contract with Contractor if any one or more of the following occurs:
   
   A. If Contractor becomes "insolvent";\(^4\)
   B. If Owner determines that Contractor no longer has the financial capability or business experience including, without limitation, loss of personnel deemed essential by Owner to perform successfully the terms of, or operate under, any contract with Owner; or
   C. If Owner determines that Contractor fails to submit information, or submits false information.

---

\(^1\) For purposes of this document, the term "Contractor" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a person who owns more than ten percent (10%) of the outstanding stock of a corporation and who is active in the day to day operations of that corporation.

\(^2\) For purposes of this document, the terms "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

\(^3\) For purposes of this document, the term "dishonesty" includes, without limitation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

\(^4\) For purposes of this document, Contractor is "insolvent" if it is unable to pay its debts as they become due, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of Contractor's assets.

END OF EXHIBIT A

41

Oak Grove, University, Crane Bicycle Improvement PROJECT NO. 70-105
EXHIBIT "B"

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I, [NAME], being first duly sworn, depose and say to City of Menlo Park ("Owner") that:

1. I am [TITLE] of [COMPANY] ("Bidder").

2. I hereby state that I have read and understood the attached Exhibit A, "Ethical Standards for Contractors." I have examined appropriate business records, and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in Exhibit A. I have authority to make these representations on my own behalf and on behalf of the legal entity herein identified.

3. Neither (a) Bidder nor (b) any individual(s) belonging to a category identified in footnote no. 1 of Exhibit A has been convicted of any one or more of the crimes identified in Exhibit A within the past five (5) years.

4. Notwithstanding award of any contract by Owner or performance thereunder, the Owner shall have all rights and remedies described in Exhibit A.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

[COMPANY]

Name of Firm

[Signature]

Title

END OF EXHIBIT B
Professional Profile

Field superintendent
- Project planning
- Project management
- Prepare extra work quotes
- Field supervision of employees

Working superintendent
- Foreman for 25+ years

Professional Accomplishments

Superintendent
- Computer skills (familiar with Word, Excel, Powerpoint & Mac systems)
- Bay Bridge “S” curve
- Doyle Drive at Golden Gate Bridge
- I 580 HOV Lanes in Livermore

Superintendent
- Striped all of Yosemite National Park
- Hwy 101 Prunedale
- San Francisco International Airport
- Oakland Airport

Foreman
- 39 years striping experience

Work History

Superintendent
Chrisp Co., Fremont CA
3/1/2009 - present

Foreman
Chrisp Co., Fremont CA

Foreman
Rileys Striping, Benicia CA

Vice President
Pyramid Traffic Striping, Rocklin CA

Education

High School
Vacaville High School, Vacaville CA
Graduated 1970

References

References are available upon request.
Paul Homrichhausen
510-715-8275
1738 Jeanne Circle, Martinez, Ca, 94553
paulh@chrispco.com

Professional Profile

Field superintendent
- Project planning
- Project management
- Field supervision of employees

Working superintendent
- Foreman for 25+ years

Professional Accomplishments

Superintendent
- Layout and Stripe San Jose Airport, Taxiways & Runways
- Layout and Stripe San Jose Conrac Garage
- Stripe San Carlos Airport Taxiways
- S-Curve San Francisco Bay Bridge

Foreman
- 30 years striping experience

Work History

Superintendent
Journey Painter / Foreman
Journey Painter
Chrisp Co., Fremont Ca
Chrisp Co., Fremont CA
Rileys Striping, Benicia CA
2/10 - Present

Education

High School
Campolindo High School, Moraga CA
Graduated 1977

References

References are available upon request.
Professional Profile

Field Superintendent
- Heavy equipment Operator
- Lighted crosswalks
- Project management
- Road construction
- Sign installation
- Striping
- Guardrail & fence

Professional Accomplishments

Road striping
- Plan reading
- Equipment operator
- Journeymen

Superintendent
- Computer skills
- Project planning

Work History

Laborer/operator  Lewis and Tibbets,  Fremont Ca  June of 1990-June of 1995
Laborer  Chrisp Company,  Fremont Ca  August of 1995
Journeymen  Chrisp Company,  Fremont Ca  August of 2000
Superintendent  Chrisp Company,  Fremont Ca  January of 2010

Education

High School Diploma + 2 Years vocational training  Coal City High School,  Coal City IL  June of 1989

References

References are available upon request.