



CITY OF MENLO PARK
STATE OF CALIFORNIA

CONTRACTUAL AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 26 day of June, 2019, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and O'Grady Paving Inc., hereinafter referred to as the Contractor.

WITNESSETH

ARTICLE 1. That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees at its own cost and expense to do all the work and furnish all materials necessary to complete in a good workmanlike and substantial manner all that certain work involved and concerned with the **2019 STREET RESURFACING PROJECT NO. 20-010** 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, entitled "Proposal to City of Menlo Park, CA" 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 City Engineer 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 **fifty-five (55)** working days. The counting of working days shall start from the date on the "Notice to Proceed"

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.

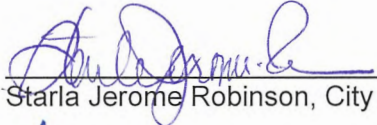
ARTICLE 8. Waivers of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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:

For 

Judi A. Herren, City Clerk

CONTRACTOR (NAME): O'GRADY PAVING, INC. _____

By  _____

Title CRAIG E. YOUNG, VICE PRESIDENT _____

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.

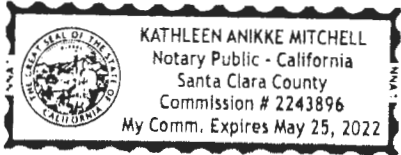
State of California)
County of Santa Clara)

On Tuesday, June 11, 2019 before me, Kathleen Anikke Mitchell, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Craig E. Young
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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



PROPOSAL
TO
CITY OF MENLO PARK
STATE OF CALIFORNIA
FOR

2019 STREET RESURFACING PROJECT NO. 20-010

NAME OF BIDDER: O'GRADY PAVING, INC.

BUSINESS ADDRESS: 2513 WYANDOTTE STREET

CITY, STATE, ZIP: MOUNTAIN VIEW, CA 94043

LICENSE NO.: 201696 CLASS: A, C-12 EXP. DATE: 12/31/19

TAX I.D. NO.: 94-1493692

DIR REGISTRATION NO.: 1000003381

TELEPHONE NO: (650) 966-1926 FAX NO: (650) 966-1946

EMAIL: CRAIG@OGRADYPAVING.COM

HOW DID YOU HEAR ABOUT THIS PROJECT City of Menlo Park

The work for which this Proposal is submitted is for construction in accordance with the Proposal and Contract Book, including the Specifications approved by the City Engineer on Thursday, May 2, 2019, entitled SPECIFICATIONS FOR 2019 STREET RESURFACING PROJECT NO. 20-010. 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, shall be used.

The work to be done consists, in general, of milling and overlaying twenty one street sections throughout the City. The work consists of a base bid to remove existing asphalt sections and construct full depth hot mix asphalt pavement street sections on existing base; new curb ramps installations, replacement and retrofit to ADA compliance; manhole and utility structure cover adjustments; curb, gutter, and sidewalk replacement; installation and modification of minor drainage structures; replacement of pavement striping and marking; and other incidentals as necessary to complete the work as shown on the Plans and as specified in these Special Provisions.

Cash, cashier's check or certified check payable to the City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total bid amount including all alternatives shall accompany this Proposal. A list of subcontractors for work in the excess of one half of one percent (0.5%) of the total bid amount including all alternatives and a statement of financial responsibility, technical ability, and experience if such information is not already on file with the City shall accompany this Proposal; and be completely filled in by the bidder and the same are incorporated herein by reference. The

project shall be awarded to the lowest responsive and responsible bidder who meets all of the Proposal Requirements, and the requirements of the Contract Documents.

Failure to provide the required information, or if information provided is subsequently proved false, the Proposal may be considered as non-responsive and may 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 the required Bonds, 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 property of the City of Menlo Park.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of Contractual Agreement, and the Plans and Specifications therein referred to; that he proposes and agrees if this Proposal is accepted, that he will contract with the City of Menlo Park, in the form of the copy of the Contractual Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will accept in full payment therefore the following unit prices, to wit:

PAY ITEM PRICE SCHEDULE

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.

Original

1. Base Bid Items (Appendix B, "Street Intervention Work Summary," Base Bid Summary Street List

Item No.	Sec. No.	Description	Units	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
Base Bid Items							
1	11	Mobilization	LS	1	Two Hundred Sixty Two Thousand	\$ 262,000	\$ 262,000 ✓
2	12	Traffic Control	LS	1	one hundred fifteen thousand	\$ 115,000	\$ 115,000 ✓
3	13	Waste Management	LS	1	one thousand	\$ 1,000	\$ 1,000 ✓
4	39	Full Width Milling	CY	5,190	one hundred five	\$ 105	\$ 544,950 ✓
5	26, 39	Base Reconstruction	CY	120	three hundred seventy	\$ 370	\$ 44,400 ✓
6	15, 39	Manhole Adjustment	EA	73	one thousand	\$ 1,000	\$ 73,000 ✓
7	15, 39	Utility Cover/ Monument Adjustment	EA	60	eight hundred	\$ 800	\$ 48,000 ✓
8	15, 39	Utility Box Adjustment	EA	11	eight hundred	\$ 800	\$ 8,800 ✓
9	16, 39	Root/Subgrade Repair	SF	4,120	thirty	\$ 30	\$ 123,600 ✓
10	16	Tree Trimming	EA	17	thirty three	\$ 330	\$ 5,610 ✓
11	39	Hot Mix Asphalt	TON	9,440	one hundred twenty eight	\$ 128	\$ 1,208,320 ✓
12	39	AC Digouts	SF	25,800	eleven	\$ 11.25	\$ 290,250 ✓
13	73	PCC Curb & Gutter	LF	510	one hundred thirty five	\$ 135	\$ 68,850 ✓
14	73	PCC Valley Gutter 2'	LF	530	Eighty Five	\$ 85	\$ 45,050 ✓
15	73	PCC Valley Gutter 3' wide	LF	280	one hundred thirty five	\$ 135	\$ 37,800 ✓
16	73	PCC Valley Gutter 4' wide	LF	140	Two hundred	\$ 200	20,000 \$ 28,000 ✓
17	73	PCC Sidewalk	SF	210	seventeen	\$ 17	\$ 3,570 ✓

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Item No.	Sec. No.	Description	Units	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
Base Bid Items Continued							
18	73	New ADA Accessible Curb Ramp	EA	28	Seven Thousand	\$ 7000	\$ 182,000 ✓
19	73	Retrofit Existing Curb Ramp	EA	3	Two Thousand Five Hundred	\$ 2500	\$ 7500 ✓
20	84,85	Thermoplastic Pavement Striping, Markings and Markers	LS	1	Forty Thousand	\$ 40,000	\$ 40,000 ✓
21	86	Type D Traffic Loop Detectors	EA	2	eight hundred	\$ 800	\$ 1600 ✓
22	86	Type A Traffic Loop Detectors	EA	6	eight hundred	\$ 800	\$ 4800 ✓
BASE BID SUBTOTAL (Base Bid Items 1-22)				Three million (in words) One Hundred Forty-Four Thousand and One Hundred Dollars.			\$ 3,144,100 ✓

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2. Alternate A Bid Items (Appendix B, "Street Intervention Work Summary," Alternate Bid Summary Street List

Item No.	Sec. No.	Description	Units	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
Alternate A Bid Items							
1A	11	Mobilization	LS	1	one Hundred Fifty Thousand	\$ 15000	\$ 150,000 ✓
2A	12	Traffic Control	LS	1	Twenty Thousand	\$ 20000	\$ 20,000 ✓
3A	13	Waste Management	LS	1	one thousand	\$ 1000	\$ 1000 ✓
4A	39	Full Width Milling	CY	360	one hundred five	\$ 105	\$ 37,800 ✓
5A	15, 39	Manhole Adjustment	EA	6	one thousand	\$ 1000	\$ 6000 ✓
6A	15, 39	Utility Cover/ Monument Adjustment	EA	4	eight hundred	\$ 800	\$ 3200 ✓
7A	39	Hot Mix Asphalt Paving	TON	660	one hundred eight	\$ 128	\$ 84,480 ✓
8A	73	PCC Curb & Gutter	LF	40	one Hundred Thirty-Five	\$ 135	\$ 5400 ✓
9A	73	PCC Sidewalk	SF	210	seventeen	\$ 17	\$ 3570 ✓

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Item No.	Sec. No.	Description	Units	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
Alternate A Bid Items Continued							
10A	73	New ADA Accessible Curb Ramp	EA	2	Seven Thousand	\$ 7000	\$ 14000 ✓
11A	84	Thermoplastic Pavement Striping, Markings, and Markers	LS	1	One Thousand	\$ 1000	\$ 1000 ✓
ALTERNATE A BID ITEMS TOTAL 1A - 11A				one Hundred Five	(In words) Eighty-six Thousand Dollars		\$ 191,450.00 \$ 186,500

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3. **Alternate B Bid Items** (Appendix B, "Street Intervention Work Summary," Alternate Bid Summary Street List

Item No.	Sec. No.	Description	Units	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
Alternate B Bid Items							
1B	11	Mobilization	LS	1	Fifteen Thousand	\$ 15000	\$ 15000 ✓
2B	12	Traffic Control	LS	1	Twenty Thousand	\$ 20000	\$ 20000 ✓
3B	13	Waste Management	LS	1	One Thousand	\$ 1000	\$ 1000 ✓
4B	39	Full Width Milling	CY	300	one hundred five	\$ 105	\$ 31,500 ✓
5B	15, 39	Manhole Adjustment	EA	6	One Thousand	\$ 1000	\$ 6000 ✓
6B	15, 39	Utility Cover/ Monument Adjustment	EA	6	eight hundred	\$ 800	\$ 4800 ✓
7B	15, 39	Utility Box Adjustment	EA	2	eight hundred	\$ 800	\$ 1600 ✓
8B	16, 39	Root Subgrade	SF	210	thirty	\$ 30	\$ 6300 ✓
9B	16	Tree Trimming	EA	6	Three hundred thirty	\$ 330	\$ 1980 ✓
10B	39	Hot Mix Asphalt Paving	TON	540	one hundred twenty eight	\$ 128	\$ 69,120 ✓
11B	39	AC Digouts	SF	7,810	eleven and 25 cents	\$ 11.25	\$ 87,812.50 \$ 87,901.55
12B	73	PCC Curb & Gutter	LF	15	One Hundred Thirty Five	\$ 135	\$ 2025 ✓
13B	73	PCC Valley Gutter 3' Wide	LF	110	one hundred thirty five	\$ 135	\$ 14850 ✓

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Item No.	Sec. No.	Description	Units	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
Alternate B Bid Items Continued							
14B	73	PCC Valley Gutter 4' Wide	LF	140	two Hundred	\$ 200	\$ 28,000 ⁰⁰ \$ 24,000
15B	73	New ADA Accessible Curb Ramp	EA	6	Seven Thousand	\$ 7000	\$ 42,000 ✓
16B	84	Thermoplastic Pavement Striping, Marking and Markers	LS	1	one thousand	\$ 1000 ⁻	\$ 1,000 ⁻ ✓
ALTERNATE B BID ITEMS TOTAL 1B-16B					(In words) Three Hundred Thirty-Three Thousand, Seventy-Six Dollars and 55/100		\$ 333,076.55

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333,037⁵⁰ cy

Notes:

- Base and Add alternate bids will be considered in accordance with Section 3-1.2, "Add Alternate Consideration," of the project Special Provisions.
- 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 in accordance with the Special Provisions.
- The City reserves the right to increase or decrease quantities as deemed necessary.

The undersigned declares, by their signature in the proposal documents, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

UNIT PRICE STRIPING SCHEDULE

(These prices will not be used to determine the apparent low bidder)

Bidder is required to provide the unit prices for the following items of striping work. These unit prices are not part of the basis for comparing and awarding bids; however, they will be used to compensate the successful bidder or credit the City for any deviation in striping work required from what is shown on the project plans and identified in the specifications.

Item No.	Description	Units	Item Price per Unit (In figures)
1.	4" solid white or yellow line	Per Lineal Foot	\$ 2 ⁻
2.	6" solid white or yellow line	Per Lineal Foot	\$ 3 ⁻
3.	8" solid white or yellow line	Per Lineal Foot	\$ 4 ⁻
4.	12" solid white or yellow line	Per Lineal Foot	\$ 6 ⁻
5.	Detail A	Per Lineal Foot	\$ 6 ⁻
6.	Detail B	Per Lineal Foot	\$ 6 ⁻
7.	Detail 21	Per Lineal Foot	\$ 2 ⁻
8.	Detail 22	Per Lineal Foot	\$ 2 ⁵⁰
9.	Detail 27B	Per Lineal Foot	\$ 1 ⁻
10.	Detail 32	Per Lineal Foot	\$ 2 ³⁰
11.	Detail 38A	Per Lineal Foot	\$ 2 ⁻
12.	Detail 39	Per Lineal Foot	\$ 1 ⁵⁰
13.	Yield Symbol	Per Lineal Foot	\$ 10 ⁻
14.	Pavement legends*	Each Word*	\$ 120 ⁻
15.	Arrows	Each	\$ 80 ⁻
16.	Type A or Type AY Buttons	Each	\$ 5 ⁻
17.	Type D or Type G Reflectors	Each	\$ 6 ⁻
18.	Blue Reflective Marker at Hydrants	Each	\$ 25 ⁻

* Pavement legends shall be measured whereas EACH shall be an individual word. For example: STOP is counted as 1 (each), STOP AHEAD is counted as 2 (each), SLOW SCHOOL XING is counted as 3 (each), and so on.

The prices listed in the unit price stripping schedule shall include, but shall not be limited to labor, materials, installation, overhead, profit, insurance, and bonds to cover the full cost of the finished work.

The undersigned declares, by their signature in the proposal documents, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

ADDENDA ACKNOWLEDGEMENT

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

PRINCIPAL PERSONS WITH INTEREST IN PROPOSAL

The names of all persons interested in the foregoing Proposal as principals are as follows:

IMPORTANT NOTICE. If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

O'GRADY PAVING, INC. (A CALIFORNIA CORPORATION)

THOMAS M. O'GRADY JR., PRESIDENT

CRAIG E. YOUNG, VICE PRESIDENT

CELINE O. DURAN, SECRETARY/TREASURER

BRETT D. KINCAID, GEN. SUPERINTENDENT

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 X 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 X

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

WORKERS COMPENSATION REQUIREMENT

The Contractor hereby states that he is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he agrees to comply with such provisions before commencing the performance of the work of this Contract.

REGISTRATION OF CONTRACTORS

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

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

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 Santa Clara)

On Wednesday, May 22, 2019 before me, Kathleen Anikke Mitchell, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Craig E. Young
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 [Handwritten 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: AFFIDAVIT OF NONCOLLUSION
Document Date: Wednesday, May 08, 2019 Number of Pages: 1
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: _____

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, they or any person associated therewith in the capacity of owner, partner, director, officer, manager (please check if applicable):

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

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

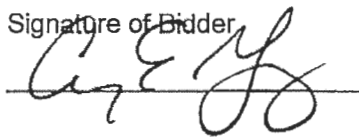
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

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

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal I further certify, under penalty of the perjury under the laws of the State of California that the Non-Collusion Affidavit, and the Debarment and Suspension Certification are true and correct.

Date: 05/22/19

(Type or print name)
CRAIG E. YOUNG, VICE PRESIDENT

Signature of Bidder


Business Address (Street Address, City, State & Zip Code):
2513 WYANDOTTE STREET
MOUNTAIN VIEW, CA 94043

Business Phone: (650) 966-1926

Fax No.: (650) 966-1946



CITY OF MENLO PARK
STATE OF CALIFORNIA

BID BOND

Note: Bidders may use this form as the Bid Bond to accompany proposals or may substitute standardized bond forms prepared by their surety. If substitute forms are submitted, the following text shall be included.

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal dated Wednesday, May 22, 2019, for the **2019 STREET RESURFACING PROJECT NO. 20-010**

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

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

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 8th day of May, 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)

O'Grady Paving, Inc.
Principal
By: [Signature]

(Acknowledgment)

Title: Craig E. Young, Vice President

(Corporate Seal)

Travelers Casualty and Surety Company of America
Surety
By: [Signature]
Attorneys-in-fact

(Acknowledgment)

Title Nancy L. Wallis, 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 }
 } 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)

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 Santa Clara)

On Wednesday, May 22, 2019 before me, Kathleen Anikke Mitchell, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Craig E. Young
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 [Handwritten 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: BID BOND
Document Date: Wednesday, May 08, 2019 Number of Pages: 2
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: _____

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 Sonoma)

On May 8, 2019 before me, Natalie Ann Horder, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Nancy L. Wallis
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 Natalie Ann Horder
Signature of Notary Public
Natalie Ann Horder

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: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nancy L. Wallis** of **PETALUMA California**, their true and lawful Attorney-in-Fact 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 **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

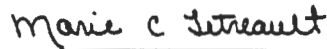
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **May**, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

LIST 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.

1. Name: JD Partners Item No(s). 13-19
 Contractor's License No.: 917263 Class: A Exp. Date: _____
 DIR Registration No.: 1000009003
 Address: Danville Tel: (510) 714 7551
 Dollar Amount & Percent of Total Bid: \$ 426000 (12%)
 Description of portion of work subcontracted: Concrete

2. Name: Chrisp Item No(s). 20, 11A, 16B
 Contractor's License No.: 374600 Class: A Exp. Date: _____
 DIR Registration No.: 100000306
 Address: Fremont Tel: (510) 656-2840
 Dollar Amount & Percent of Total Bid: \$ 60,000 (1%)
 Description of portion of work subcontracted: Striping

3. Name: SJ Francis Item No(s). 21, 22
 Contractor's License No.: 1003811 Class: A Exp. Date: _____
 DIR Registration No.: 1000022208
 Address: San Leandro Tel: (510) 750-8283
 Dollar Amount & Percent of Total Bid: \$ 5700 (41%)
 Description of portion of work subcontracted: Electrical

4. Name: Prof. Tree Care Item No(s). 9, 10, 8B, 9B
 Contractor's License No.: 676952 Class: _____ Exp. Date: _____
 DIR Registration No.: 1000000343
 Address: Berkeley Tel: (510) 549-3954
 Dollar Amount & Percent of Total Bid: \$ 50,000 (1%)
 Description of portion of work subcontracted: Tree Trimming

SUBCONTRACTORS

(Continued)

- 5. 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: _____

- 6. 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: _____

- 7. 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: _____

- 8. 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: _____

- 9. 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: _____

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 PUBLIC WORKS DIRECTOR TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

The bidder has been engaged in the contracting business under State License No. 201696 for a period of 10 years and has the following DIR Registration No. 1000003381.

The bidder's three most recently completed Contracts are:

1. Title of Project: See Attached
Owner: _____
Address: _____
Telephone No.: _____
Engineer in Charge: _____
Date Accepted: _____

2. Title of Project: _____
Owner: _____
Address: _____
Telephone No.: _____
Engineer in Charge: _____
Date Accepted: _____

3. Title of Project: _____

Owner: _____

Address: _____

Telephone No.: _____

Engineer in Charge: _____

Date Accepted: _____

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

Name of Bank	Address
COMERICA BANK	333 W. SANTA CLARA ST., 5TH FLOOR
_____	SAN JOSÉ, CA 95113

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

Company: TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

Address: 100 CALIFORNIA ST, STE 300, SAN FRANCISCO, CA 94111

Company: _____

Address: _____