CONSTRUCTION AGREEMENT
City Manager’s Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

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AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND EPS, INC. DBA EXPRESS PLUMBING

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into this 8/26/2020, ("Execution Date") by and between the CITY OF MENLO PARK, a California municipal corporation, ("City") and EPS, INC. DBA EXPRESS PLUMBING ("Contractor").

RECITALS

A. Contractor is a California Corporation duly organized and in good standing in the State of California, License Number 778428. Contractor represents and warrants that it has the background and experience set forth in the Contractor’s responses to the notice inviting bids.

B. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. On February 13, 2020, the City issued a Notice to Contractors inviting bids for the Project. A copy of the Contractor’s Bid proposal and List of Subcontractors is attached herein and incorporated by this reference.

D. The City desires to retain Contractor as an independent contractor to provide the construction and other services identified in this Contract for the Project upon the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. DEFINITIONS. Capitalized terms used throughout the Contract Documents shall have the meanings set forth in this Contract and/or the Special Provisions. If there is a conflict between the definitions in this Contract and the Special Provisions, the definitions in this Contract shall prevail.

2. PROJECT. The project is the construction of Hydration Station Improvement ("Project"). The work includes all labor, materials, equipment, services, permits, licenses and taxes, and all other things necessary for Contractor to perform its obligations and complete the Project, including, without limitation, any Change Orders executed by City and Contractor in accordance with the requirements of the Contract Documents ("Work").
3. CONTRACT DOCUMENTS.

3.1 List of Documents. The Contract Documents (sometimes collectively referred to as “Agreement” or “Bid Documents”) consist of the following documents which are on file with the Public Works Department and are hereby incorporated by reference.
1) Change Orders
2) Field Orders
3) Contract
4) Bidding Addenda
5) Special Provisions
6) Project Plans and Drawings
7) Technical Specifications
8) City Standard Details
9) State of California Department of Transportation Specifications, 2006 Edition (Cal Trans specifications)
10) Notice to Contractors
11) Contractor's Bid
12 Bidder Certifications, Questionnaire and Statements
13) Reports listed in the Contract Documents
14) City of Menlo Park Waste Management Form, Waste Management Daily Transport Report
15) City of Menlo Park Truck Route Map and Regulations
16) Performance and Payment Bonds

3.2 Order of Precedence. For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth in the preceding section. If a claimed inconsistency cannot be resolved through the order of precedence, the City shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

4. PERMITS. Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, licenses and certificates that may be required in connection with the performance of the Work, including, but not limited to, a City business license.

5. DEPARTMENT OF INDUSTRIAL RELATIONS. Contractor and any subcontractor performing Work on this Project shall be registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a). This Project is subject to compliance monitoring and enforcement by the DIR. It is the responsibility of the Contractor to ensure all DIR requirements and regulations are met and stay current. For more information see http://dir.ca.gov/Public-Works/SB854.html.

6. TERM. This Contract is effective on the Execution Date set forth in the initial paragraph of this Contract and shall remain in effect until the Project has been satisfactorily completed by Contractor, unless earlier terminated pursuant to the terms of this Contract.

7. TIME OF COMPLETION. Time is of the essence with respect to all time limits set forth in
the Contract Documents. Contractor shall commence the Work on the date specified in the City's Notice to Proceed. Contractor shall diligently prosecute the Work to Substantial Completion within 90 calendar days after the date specified in the City's Notice to Proceed ("Contract Time"). The Contract Time may only be adjusted for extensions of time approved by the City and agreed to by Change Order executed by City and Contractor in accordance with the requirements of the Contract Documents.

8. COMPENSATION. The City agrees to compensate Contractor for its satisfactory completion of the Work in compliance with the Contract Documents for the not to exceed amount of Two hundred thirty-six, six hundred seventy two and seventy-eight cents ($236,672.78) ("Contract Sum"). Payment shall be as set forth in the Plans, Special Provisions and/or Technical Specifications. The Contract Sum may only be adjusted by Change Orders issued, executed and satisfactorily performed by Contractor in accordance with the requirements of the Contract Documents. The Contract Sum shall be adjusted (upward or downward) only to account for Change Orders. The Contract Sum is and shall be full compensation for all Work performed by Contractor. The Contract Sum shall cover all losses arising out of the nature of the Work or from the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by the City, all risks connected with the Work and any and all expenses incurred due to the suspension or discontinuance of the Work.

9. STANDARD OF PERFORMANCE. As a material inducement to the City to enter into this Contract, Contractor hereby represents and warrants that it has the qualifications and experience necessary to undertake the Work to be provided and the Project to be completed pursuant to this Contract. Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. The Work performed pursuant to this Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.

10. COMPLAINECE WITH LAW. This Project constitutes a public work within the meaning of California Labor Code Section 1720 et. seq. and is subject to prevailing wage laws. The Work performed by Contractor pursuant to this Contract shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City, and any federal, state or local governmental agency having jurisdiction in effect at the time the work is rendered.

11. REPRESENTATIVE. Nicolas Bechwati is hereby designated as the project manager/superintendent/foreman of Contractor authorized to act on its behalf with respect to the Work specified in this Contract. It is expressly understood that the experience, knowledge, capability and reputation of EPS, Inc. dba Express Plumbing were a substantial inducement for City to enter into this Contract. Therefore, Nicolas Bechwati shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Contractor without the express written approval of the City.

12. LIQUIDATED DAMAGES.

12.1 Entitlement. City and Contractor acknowledge and agree that if Contractor fails to fully and satisfactorily complete the Work within the Contract Time, the City will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable.
to ascertain. Such damages may include, but are not limited to: (a) loss of public confidence in the City and its contractors; (b) loss of public use of public facilities; and (c) extended disruption to public.

12.2 Daily Amount. City and Contractor have reasonably endeavored, but failed, to ascertain the actual damage that the City will incur if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time. Therefore, the parties agree that in addition to all other damages to which the City may be entitled other than delay damages, in the event the Contractor shall fail to achieve Substantial Completion of the Work within the Contract Time, Contractor shall pay City as liquidated damages the amount of Five hundred Dollars ($500.00) per day for each calendar day after the expiration of the Contract Time until Contractor achieves Substantial Completion of the Work. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of damages the City will suffer.

12.3 Apportionment. Such liquidated damages shall be subject to reduction for delays for which Contractor is entitled to receive an extension of time under the Contract Documents (“Apportionment”). Such Apportionment shall not be affected by the fact that liquidated damages may not be applied for periods of time during which delays have occurred that are caused by both City and Contractor. It is agreed that the liquidated damages shall not be applied for portions of the Work completed prior to the expiration of the Contract Time.

12.4 Exclusive Remedy. City and Contractor acknowledge and agree that this Section 11, Liquidated Damages, shall be the City’s only remedy for delay damages caused by the Contractor’s failure to achieve Substantial Completion of the Work within the Contract Time.

12.5 Damages upon Abandonment. In the event that the Contractor either abandons the Work or is terminated for default in accordance with the provisions of this Contract, City shall have the right, in its sole discretion exercised by written notice issued either before or after Substantial Completion, to elect to either assert or waive its right to liquidated damages. If City elects to assert its right to liquidated damages, then the liquidated damages shall be calculated from expiration of the Contract Time to the date that Substantial Completion of the Work is achieved by the City or its replacement contractor employed to complete Contractor’s performance. If City elects to waive its right to liquidated damages, then Contractor shall be liable to the City, in lieu of the liquidated damages, for all actual Losses (as defined in the General Conditions) proximately resulting from Contractor’s failure to complete the Work within the Contract Time.

12.6 Other Remedies. The parties further acknowledge and agree that the City is entitled to any and all available legal and equitable remedies City may have where City’s Losses are caused by any reason other than Contractor’s failure to achieve Substantial Completion of the Work within the Contract Time.

13. INDEPENDENT CONTRACTOR. Contractor is, and shall at all times remain as to the City, a wholly independent contractor and not an agent or employee of the City. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Contractor receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Contractor shall not be eligible for benefits and shall receive no compensation from the City except as expressly set forth in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or
otherwise act on behalf of the City as an agent. Neither the City, nor any of its agents shall
have control over the conduct of Contractor, any of Contractor’s employees, or any
subcontractors, except as set forth in this Contract. Contractor shall at no time, or in any
manner, represent that it or any of its agents or employees or subcontractors are in any
manner employees of the City. Contractor agrees to pay all required taxes on amounts paid to
Contractor under this Contract, and to indemnify and hold the City harmless from any and all
taxes, assessments, penalties, and interest asserted against the City by reason of the
independent contractor relationship created by this Contract. Contractor shall fully comply
with the worker’s compensation law regarding Contractor, Contractor’s employees and
subconsultants. Contractor further agrees to indemnify and hold the City harmless from any
failure of Contractor and any subconsultants to comply with applicable worker’s compensation
laws.

14. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and
shall not acquire any interest, direct or indirect, which may be affected by the work to be
performed by Consultant under this Contract, or which would conflict in any manner with the
performance of its services hereunder. Contractor further covenants that, in performance of
this Contract, no person having any such interest shall be employed by it. Furthermore,
Contractor shall avoid the appearance of having any interest which would conflict in any
manner with the performance of the work pursuant to this Contract. Contractor agrees not to
accept any employment during the term of this Contract which is or may make Contractor
financially interested, as provided in California Government Code Sections 1090 and 87100, in
any decision made by the City on any matter in connection with which Contractor has been
retained pursuant to this Contract. However, nothing herein shall preclude Contractor from
accepting other engagements with the City.

15. INDEMNIFICATION.

15.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, with
independent counsel approved by the City, and hold harmless the City, and its elective or
appointive boards, officers, employees agents and volunteers ("Indemnitee") from and against
any and all claims, losses, or liability that may arise out of or result from damages to property
or personal injury received by reason of, or in the course of work performed under this
Contract due to the acts or omissions of Contractor or Contractor’s officers, employees,
agents or subcontractors. The indemnification provisions survive completion of the Work or
the termination of this Contract. The acceptance of such services shall not operate as a
waiver of such right of indemnification. Notwithstanding the foregoing, nothing contained
herein shall be construed as obligating Contractor to indemnify any Indemnitee for any claims,
losses or liability resulting from the sole or active negligence or willful misconduct of the
Indemnitee. Contractor shall pay City for any costs incurred in enforcing this provision.

15.2 The City does not and shall not waive any rights that they may possess against
Contractor because of the acceptance by the City or the deposit with the City of any insurance
policy or certificate required pursuant to this Contract. This hold harmless and indemnification
provision shall apply regardless of whether or not any insurance policies are determined to be
applicable to the claim, demand, damage, liability, loss, cost or expense.

15.3 Pursuant to Public Contract Code Section 9201, the City shall timely notify Contractor
upon receipt of any third-party claim relating to the Contract.
16. ASSIGNABILITY. The parties agree that the experience and qualifications of Contractor as set forth in the Contractor's Bid are material considerations for the City entering into this Contract. Consultant shall not assign or transfer any interest in this Contract, without the prior written consent of the City, and any attempt by Contractor to do so shall be void and of no effect and a breach of this Contract. For purposes of this section, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venture or syndicate member of Contractor, if a partnership or joint venture or syndicate or co-tenancy exists, which shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

17. INSURANCE AND BOND REQUIREMENTS.

17.1 Prior to the commencement of any Work, the Contractor shall provide the City with evidence that it has obtained the insurance required by this Section and all bonds, including, but not limited to, payment and performance bonds, required in the Special Provisions. Failure to obtain and maintain the required insurance and bonds to so shall be deemed a material breach of this Contract.

17.2 Insurance Requirements. Contractor shall obtain the following insurance.

A. Worker's Compensation and Employer's Liability Insurance: The CONTRACTOR shall have in effect during the entire life of this Contract workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Contract, the CONTRACTOR makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

B. Commercial General Liability Insurance: The CONTRACTOR shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Contract from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) in aggregate, or four million dollars ($4,000,000) combined single limit bodily injury and property damage for each occurrence. CONTRACTOR shall provide the City with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions.

C. Automobile Liability Insurance: CONTRACTOR shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.
17.3 CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the workers’ compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

17.4 In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work pursuant to this Contract.

17.5. Before the execution of this Contract, any deductibles or self-insured retentions must be declared to and approved by CITY.

18. SUSPENSION. The City may, at any time and from time to time, without cause, order Contractor, in writing (“Suspension Order”), to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the Suspension Order. Upon receipt of a Suspension Order, Contractor shall, at City’s expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the Suspension Order or delete the work covered by the Suspension Order by issuing a Change Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension.

19. BOOKS AND RECORDS. Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract in accordance with generally accepted accounting principles and practices consistently applied. City and City's accountants shall be afforded access at all times during normal business hours, to inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and Contractor shall preserve these for a period of three years after the later of (i) final payment or (ii) final resolution of all Contract Disputes and other disputes or for such longer period as may be required by law. Contractor’s compliance with any request by City pursuant to this Section18 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. Any failure by Contractor to provide access to its business records for inspection or copying by City shall be specifically enforceable by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.
20. **WAIVER.** Waiver by either party of any breach or violation of any one or more terms or conditions of this Contract shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the City of the performance of any work by the Contractor shall not be deemed to be a waiver of any term or condition of this Contract. In no event shall the City’s making of any payment to Contractor constitute or be construed as a waiver by the City of any breach of this Contract, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

21. **DEFAULT.** In the event the City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, the City may give written notice of default to Contractor in the manner specified for this giving of notices in this Contract. Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) days after receipt of such written notice.

22. **CITY RIGHTS AND REMEDIES.**

22.1 Remedies Upon Default. In the event that Contractor fails to cure any default of this Contract within the time period set forth in Section 20, then City may pursue any remedies available under law or equity, including, without limitation, the following: (1) the City may, without terminating the Contract, delete certain portions of the Work, reserving to itself all rights to losses related thereto; (2) the City may, without terminating the Contract, engage others to perform the Work or portion of the Work that has not been performed by the Contractor and withhold the cost thereof to City from future payments to the Contractor, reserving to itself all rights to Losses related thereto; or (3) the City may, without terminating the Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work; (4) the City may terminate all or any part of this Contract for default, reserving to itself all rights of Losses related thereto; or (5) the City may, without terminating the Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

22.2 Additional Provisions. All of City’s rights and remedies under this Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City’s right to terminate the Contract, or the exercise of its other rights or remedies for default, to only material breaches. City’s determination of whether there has been noncompliance with the Contract so as to warrant exercise by City of its rights and remedies for default under the Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may
proceed against Contractor to recover all liquidated damages and Losses suffered by City.

22.3 Delays by Sureties. Without limitation to any of City’s other rights or remedies under the law, City has the right to suspend the performance by Contractor’s sureties in the event of any of the following: (1) failure of the sureties to begin Work within a reasonable time in such manner as to insure full compliance with the Contract within the Contract Time; (2) abandonment of the Work; (3) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (4) willful violation of any terms of the Contract; (5) failure to perform according to the Contract Documents; or (6) failure to follow instructions of City for its completion within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the performance or any part thereof of the sureties.

22.4 Damages to the City. The City will be entitled to recovery of all Losses under law or equity in the event of Contract’s default under the Contract Documents. In the event that City’s Losses arise from Contractor’s default under the Contract Documents, City shall be entitled to withhold monies otherwise payable to Contractor until Final Completion, as defined in the General Conditions, of the Project. If City incurs Losses due to Contractor’s default, then the amount of Losses shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon Final Completion of the Project. If the Losses incurred by City exceed the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

22.5 Termination of the Contract for Default. Without limitation to any of City’s other rights or remedies at law or in equity, and reserving to itself all rights to Losses related thereto, City shall have the right to terminate this Contract, in whole or in part, upon the failure of Contractor to promptly cure any default. City’s election to terminate the Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

22.6 Termination Without Cause. City shall have the option, at its sole discretion and without cause, of terminating this Contract in part or in whole by giving thirty (30) days written notice to Contractor. Contractor agrees to accept such sums as allowed under this Section as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

22.7 Compensation. Following termination without cause and within forty-five (45) days after receipt of a billing from Contractor seeking payment of sums authorized by this Section, City shall pay to Contractor as its sole compensation for performance of the Work the following: (1) the amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor; (2) reasonable costs of Contractor and its Subcontractors and Sub-subcontractors for demobilizing and administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) days after receipt of the notice of termination in an amount not to exceed the daily sum payable to Contractor for Compensable Delays; (3)
previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.

22.8 Subcontractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section.

22.9 Contractor's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following: (1) immediately discontinue the Work to the extent specified in the notice; (2) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued; (3) provide to City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract; (4) promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and (5) hereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

23. CONTRACTOR'S RIGHTS AND REMEDIES. Contractor may terminate this Construction Contract for cause only upon the occurrence of one of the following: (1) the Work is stopped for sixty (60) consecutive days, through no act or fault of Contractor, any subcontractor or any employee or agent of Contractor or any subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable; or (2) if the City does not make payment of sums that are not in good faith disputed by the City and does not cure such default within ninety (90) days after receipt of notice from Contractor, then upon an additional thirty (30) days' notice to City, Contractor may terminate the Contract.

23.1 Damages to Contractor. In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Section 21 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

24. NOTICES. Any notices or other communications required or permitted to be given under this Contract shall be given in writing by personal delivery, by a recognized courier service, or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:
To City:

Assistant Public Works Director/City Engineer
City of Menlo Park
City Hall, 701 Laurel St.
Menlo Park, CA 94025

To Contractor:

Nicolas Bechwati
EPS, Inc. dba Express Plumbing
307 N. Amphlett Blvd.
San Mateo, CA 94401

25. Notice shall be deemed communicated on the earlier of actual receipt or 48 hours after deposit in the U.S. mail, or the date of delivery shown on deliverer’s receipt. In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing within a reasonable period of time.

In addition, copies of all Claims by Contractor under this contract shall be provided to the City Attorney as follows:

To City Attorney:

City Attorney
Jorgenson, Siegel, McClure & Flegel
1100 Alma Street, Suite 210
Menlo Park, CA 94025

All claims shall be delivered personally or sent by certified mail.

26. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Contract, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Contractor will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

27. CONTRACT DOCUMENTS AND PRECEDENCE. The Contract Documents shall consist of the following documents. In case of inconsistencies between Contract Documents, the documents are listed in order of precedence.

28. PUBLIC WORKS CLAIMS. This Contract is subject to Public Contracts Code Section 9204 governing contractor claims.

29. ATTORNEYS’ FEES; VENUE. In the event that any party to this Contract commences any legal action or proceeding to enforce or interpret the provisions of this Contract, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

30. COOPERATION. In the event any claim or action is brought against the City relating to Contractor’s performance or services under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.
31. NUISANCE. Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection with the performance of services under this Contract.

32. GOVERNING LAW. This Contract shall be construed in accordance with and governed by the laws of the State of California.

33. COMPLETE AGREEMENT; SEVERABILITY. This Contract, and any other documents incorporated herein by reference, represent the entire and integrated agreement between the City and Contractor. This Contract supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment duly executed by the parties to this Contract. In case a provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

34. COUNTERPARTS. This Contract may be signed in multiple counterparts, which shall, when executed by all the parties constitute a single binding contract.

Signatures on the next page.
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature
Nicolas Bechwati

Printed name
94-33427474

Tax ID#

APPROVED AS TO FORM:

Cara E. Silver, Interim City Attorney

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson, City Manager

ATTEST:

Judi A. Herren, City Clerk

Date
8/5/2020

President

Title

Date
8/26/2020

Date
8/26/2020

Date
8/26/2020
GENERAL LIABILITY ENDORSEMENT
CITY OF MENLO PARK ("the City")
701 LAUREL STREET, MENLO PARK, CA 94025
ATTENTION: CHRISTOPHER T. LAMM, ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER

A. POLICY INFORMATION

1. Insurance Company: Policy Number:

2. Policy Term: From: To: Endorsement Effective Date:

3. Named Insured:

4. Address of Named Insured:

5. Limit of Liability Any One Occurrence/Aggregate $2,000,000/$4,000,000

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

7. "Claims Made" coverage: Retroactive Date:

    Tails:

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. INSURED: The City/County Association of Governments (C/CAG), City of Menlo Park, its elected or appointed officials, employees, and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. CONTRIBUTION NOT REQUIRED: As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City, or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE**: The policy: (1) if primary, affords coverage at least as broad as Insurance Services Office form for Broad Form Commercial General Liability Insurance and Insurance Services Office form for Broad Form Commercial General Liability endorsement; or (2) if excess, affords coverage which is at least as broad as the Primary Insurance form referenced in the preceding Section (1).

4. **SEVERABILITY OF INTEREST**: The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company’s limit of liability.

5. **PROVISIONS REGARDING THE INSURED’S DUTIES AFTER ACCIDENT OR LOSS**: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees or volunteers.

6. **CANCELLATION NOTICE**: The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by Certified Mail Return Receipt Requested have been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

**C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, ______________________________ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of ____________________________________________

Authorized Representative

(Original signature on endorsement furnished to the City)

**ORGANIZATION**: ____________________________ **TITLE**: ____________________________

**ADDRESS**: __________________________________ **TELEPHONE**: ____________________________
# AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF MENLO PARK (“the City”)  
701 LAUREL STREET, MENLO PARK, CA  94025  
ATTENTION: CHRISTOPHER T. LAMM, ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER

## A. POLICY INFORMATION

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Insurance Company:</td>
<td>Policy Number:</td>
</tr>
<tr>
<td>2. Policy Term: From:</td>
<td>To: Endorsement Effective Date:</td>
</tr>
<tr>
<td>3. Named Insured:</td>
<td></td>
</tr>
<tr>
<td>4. Address of Named Insured:</td>
<td></td>
</tr>
<tr>
<td>5. Limit of Liability Any One Occurrence/Aggregate</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>6. Deductible or Self-Insured Retention (Nil unless otherwise specified):</td>
<td></td>
</tr>
<tr>
<td>7. “Claims Made” coverage: Retroactive Date:</td>
<td>Tails:</td>
</tr>
</tbody>
</table>

## B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. **INSURED:** The City, its elected or appointed officials, employees, and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. **CONTRIBUTION NOT REQUIRED:** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City, or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance in respect to the City, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE:** This policy affords coverage to the Named Insured which is at least as broad as Insurance Services Office form for Automobile Liability, Code 1 (“any auto”).

4. **SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company’s limit of liability.

5. **PROVISIONS REGARDING THE INSURED’S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees or volunteers.

6. **CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by Certified Mail Return Receipt Requested have been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, __________________________________________________________________________ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of __________________________________________________________________________

Authorized Representative

(original signature on endorsement furnished to the City)

ORGANIZATION: __________________________________ TITLE: __________________________________

ADDRESS: ________________________________ TELEPHONE: ________________________________
WORKERS COMPENSATION/EMPLOYEES LIABILITY ENDORSEMENT

CITY OF MENLO PARK ("the City")
701 LAUREL STREET, MENLO PARK, CA 94025
ATTENTION: CHRISTOPHER T. LAMM, ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER

A. POLICY INFORMATION

1. Insurance Company: Policy Number:

2. Endorsement Effective Date:

3. Named Insured:

4. Employer’s Liability Limits (coverage B) $1,000,000.00

B. POLICY AMENDMENTS:

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. CANCELLATION NOTICE: The insurance afforded to this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by Certified Mail Return Receipt Requested have been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

2. WAIVER OF SUBROGATION: The Company agrees to waive all rights of subrogation against the City, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, ___________________________ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of ___________________________
Authorized representative
(original signature on endorsement furnished to the City)

ORGANIZATION: ___________________ TITLE: _______________________

ADDRESS: ____________________ TELEPHONE: ____________________
CERTIFICATE OF INSURANCE

CITY OF MENLO PARK ("the City")
701 LAUREL STREET, MENLO PARK, CA  94025
ATTENTION: Christopher T. Lamm, ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER

This certifies that the following described policies have been issued to the insured named below and are in force at this time.

Insured ____________________________________________________________

Address __________________________________________________________

Description of operations/locations/products insured (show Contract name and/or number if any).

<table>
<thead>
<tr>
<th>POLICIES AND INSURERS</th>
<th>LIMITS</th>
<th>Expiration Date/Policy Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bodily Injury</td>
<td>Property Damage</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>Employer’s Liability $ 1,000,000 per accident</td>
<td></td>
</tr>
<tr>
<td>Insurer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>Each Occurrence $2,000,000</td>
<td>Each Occurrence $2,000,000</td>
</tr>
<tr>
<td>Insurer</td>
<td>Aggregate $4,000,000</td>
<td>Aggregate $4,000,000</td>
</tr>
<tr>
<td></td>
<td>Combined Single Limit</td>
<td>Combined Single Limit</td>
</tr>
<tr>
<td>Business Auto Policy Liability</td>
<td>Each Person $1,000,000</td>
<td>Each Accident $1,000,000</td>
</tr>
<tr>
<td>Coverage Symbol</td>
<td>Each Accident $1,000,000</td>
<td></td>
</tr>
<tr>
<td>Insurer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>Occurrence/Aggregate $</td>
<td>Self-Retention $</td>
</tr>
<tr>
<td>Insurer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following coverages or conditions are in effect:

<p>| Yes ☐ | No ☐ | The City / County of Associated Governments (as directed by the Engineer), City, its officials, and employees are named on all liability policies described above as insureds in respect to: (a) activities performed for the City or on behalf of the named insured, (b) products and completed operations of the named insured and (c) premises owned, leased or used by the named insured. |</p>
<table>
<thead>
<tr>
<th>Products and completed operations:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Yes ☐</td>
<td>No ☐</td>
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<tr>
<td>Yes ☐</td>
<td>No ☐</td>
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<tr>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
</tbody>
</table>

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any Contract or other document with respect to which this certificate or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Agency or Brokerage

<table>
<thead>
<tr>
<th>Insurance Company</th>
</tr>
</thead>
</table>

Address

<table>
<thead>
<tr>
<th>Home Office</th>
</tr>
</thead>
</table>

Name of Person to be Contacted

<table>
<thead>
<tr>
<th>Authorized Signature</th>
</tr>
</thead>
</table>

Telephone

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>

**Note:** Authorized signature may be the agent’s, if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.
CERTIFICATE OF LIABILITY INSURANCE

**General Information**
- **Date Certificate Issued**: [Enter Date]
- **Broker Contact Information**: [Enter Information]
- **Insurers**: See INSR LTR column below
- **Limits Should Match Contract Requirements**
- **Expiration Date Should Be After Contract Ends or You Must Check for Renewal (Occurrence)**
- **Effective Date On or Before Contract Date**
- **This Box Is to Describe What Is Insured and Does Not Amend the Policy**
- **This Is Signed by Contractor’s Broker**

**Coverages**

<table>
<thead>
<tr>
<th>Certificate Number</th>
<th>Revision Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description...</td>
<td>...</td>
</tr>
<tr>
<td>Description...</td>
<td>...</td>
</tr>
<tr>
<td>Description...</td>
<td>...</td>
</tr>
</tbody>
</table>

**Limits**

- [Enter Limits]
- [Enter Limits]
- [Enter Limits]

**Certificate Holder**

- **Name and Address of Your Agency**: [Enter Information]

**Cancellation**

- **Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thenceforward, Notice Will Be Delivered in Accordance with the Policy Provisions**
- **Authorized Representative**: [Enter Information]
PROMISE NUMBER: COMMERCIAL GENERAL LIABILITY
CG 2037 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law;
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement;
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 2037 04 13 © Insurance Services Office, Inc., 2012

Page 1 of 1
AGREEMENT FORMS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance.

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
PROPOSAL
TO
CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

HYDRATION STATION IMPROVEMENT PROJECT

NAME OF BIDDER:  EPS Inc. dba Express Plumbing

BUSINESS ADDRESS:  307 N Amphlett Blvd

CITY, STATE, ZIP:  San Mateo, California, 94401


TAX I.D. NO.:  943342747

DIR REGISTRATION NO.:  1000015865

TELEPHONE NO: (650) 343-9477  FAX NO: (650) 343-8256

EMAIL:  nick@expressplumbing.com

HOW DID YOU HEAR ABOUT THIS PROJECT  Internet

The work for which this Proposal is submitted is for construction in accordance with the Contract documents approved by the Assistant Public Works Director/City Engineer on February 13, 2020, entitled Hydration Station Improvement Project. 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 is generally described as removing and replacing thirty seven (37) drinking fountains with bottle filling drinking stations (hydration stations). The project spans indoor and outdoor locations including City Buildings, Parks, and sidewalks. Water, plumbing, and electrical services are available where required and new utility laterals are not anticipated for the project. The work is detailed in the project's Technical Specifications and Appendix B, B-1, and B-2.

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 ten percent (10%) of the total bid amount including all alternatives shall accompany this Proposal. A list of subcontractors for work in the greater of 10,000 OR 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 Construction Contract, to the City of Menlo Park within twelve (12) days, not including Sundays and legal holidays, after the Bidder has received notice from the City that the Contract has been awarded, the City may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and the forfeiture of such security accompanying this Proposal shall operate and the same shall become the be the property of the City of Menlo Park.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work, the proposed Contract, and the Plans and Specifications therein referred to; that he/she proposes and agrees if this Proposal is accepted, that he/she will contract with the City of Menlo Park, 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. Unless otherwise specified in the Special Conditions, the amount of the bid for comparison purposes will be the total of all base bid 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.
### 1. Base Bid Items - Summary List
Refer to Appendix B-1 and Appendix B-2 for site locations and details

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Sec. No.</th>
<th>Description</th>
<th>Units</th>
<th>Estimated Quantity</th>
<th>Item Price per Unit of Quantity (in words)</th>
<th>Item Price per Unit (in figures)</th>
<th>Total (in figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Bid Items</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>TS-6</td>
<td>Elkay Bi-Level: L2STL8WSLKL</td>
<td>EA</td>
<td>8</td>
<td>Two thousand seven hundred twenty-three dollars and thirty-nine cents</td>
<td><strong>$2,723.30</strong></td>
<td><strong>$21,786.40</strong></td>
</tr>
<tr>
<td>2</td>
<td>TS-6</td>
<td>Elkay Mount: MLP200</td>
<td>EA</td>
<td>2</td>
<td>One thousand two hundred seventeen dollars and seventy-six cents</td>
<td><strong>$1,217.76</strong></td>
<td><strong>$2,435.52</strong></td>
</tr>
<tr>
<td>3</td>
<td>TS-6</td>
<td>Elkay Single: LZS6WSLPL</td>
<td>EA</td>
<td>1</td>
<td>Two thousand forty-eight dollars and eighty-six cents</td>
<td><strong>$2,048.86</strong></td>
<td><strong>$2,048.86</strong></td>
</tr>
<tr>
<td>4</td>
<td>TS-6</td>
<td>Elkay Mount: MLP100</td>
<td>EA</td>
<td>1</td>
<td>Seven hundred sixty-one dollars and ten cents</td>
<td><strong>$761.10</strong></td>
<td><strong>$761.10</strong></td>
</tr>
<tr>
<td>5</td>
<td>TS-6</td>
<td>(I-10, I-11, Q-3): MDF 10495 WM</td>
<td>EA</td>
<td>3</td>
<td>Six thousand eight hundred ninety-nine dollars and ninety-four cents</td>
<td><strong>$6,899.94</strong></td>
<td><strong>$20,699.82</strong></td>
</tr>
<tr>
<td>6</td>
<td>TS-7</td>
<td>Outdoor Unit: MDF 10135 SM</td>
<td>EA</td>
<td>7</td>
<td>Six thousand four hundred forty-four dollars and thirty-eight cents</td>
<td><strong>$6,444.38</strong></td>
<td><strong>$45,110.66</strong></td>
</tr>
<tr>
<td>7</td>
<td>TS-7</td>
<td>Outdoor Unit</td>
<td>Petbowl: MDF 10155 SM</td>
<td>EA</td>
<td>2</td>
<td>Seven thousand four hundred eighty-eight dollars and eighty-two cents</td>
<td><strong>$7,488.82</strong></td>
</tr>
<tr>
<td>8</td>
<td>TS-7</td>
<td>(Q-20): Elkay LK4408BF</td>
<td>EA</td>
<td>1</td>
<td>Six thousand nine hundred twenty-nine dollars and ninety-four cents</td>
<td><strong>$6,929.94</strong></td>
<td><strong>$6,929.94</strong></td>
</tr>
<tr>
<td>9</td>
<td>TS-6</td>
<td>I-1: City Hall Police Basement</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td><strong>$2,400.00</strong></td>
<td><strong>$2,400.00</strong></td>
</tr>
<tr>
<td>10</td>
<td>TS-6</td>
<td>I-2: City Hall Upstairs Bath</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td><strong>$2,400.00</strong></td>
<td><strong>$2,400.00</strong></td>
</tr>
<tr>
<td>11</td>
<td>TS-6</td>
<td>I-3: City Hall Upstairs Gym</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td><strong>$2,400.00</strong></td>
<td><strong>$2,400.00</strong></td>
</tr>
<tr>
<td>12</td>
<td>TS-6</td>
<td>I-4: City Hall Downstairs Bath</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td><strong>$2,400.00</strong></td>
<td><strong>$2,400.00</strong></td>
</tr>
<tr>
<td>13</td>
<td>TS-6</td>
<td>I-5: Main Library Lobby</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td><strong>$2,400.00</strong></td>
<td><strong>$2,400.00</strong></td>
</tr>
<tr>
<td>14</td>
<td>TS-6</td>
<td>I-6: Main Library Downstairs</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td><strong>$2,400.00</strong></td>
<td><strong>$2,400.00</strong></td>
</tr>
<tr>
<td>15</td>
<td>TS-6</td>
<td>I-7: Arrillaga Gymnasium</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td><strong>$2,400.00</strong></td>
<td><strong>$2,400.00</strong></td>
</tr>
<tr>
<td>16</td>
<td>TS-6</td>
<td>I-8: Arrillaga Rec. Center</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td><strong>$2,400.00</strong></td>
<td><strong>$2,400.00</strong></td>
</tr>
<tr>
<td>17</td>
<td>TS-6</td>
<td>I-9: Arrillaga Gymnastics</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td><strong>$2,400.00</strong></td>
<td><strong>$2,400.00</strong></td>
</tr>
<tr>
<td>18</td>
<td>TS-6</td>
<td>I-10: Burgess Pool Lobby</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td><strong>$2,400.00</strong></td>
<td><strong>$2,400.00</strong></td>
</tr>
<tr>
<td></td>
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<td>Proposal Forms</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
| 19 | TS-6 | I-11: Burgess Pool  
Pool  | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 20 | TS-7 | O-1: City Campus  
Council Chambers | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 21 | TS-7 | O-2: City Campus  
Near Fountain | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 22 | TS-7 | O-3: Burgess Park  
Bathroom | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 23 | TS-7 | O-4: Burgess Park  
Basketball Court | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 24 | TS-7 | O-5: Burgess Park  
Tennis Court | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 25 | TS-7 | O-6: Nealon Park  
Baseball Field | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 26 | TS-7 | O-7: Nealon Park  
Tennis Courts | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 27 | TS-7 | O-8: Nealon Park  
Dog Park | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 28 | TS-7 | O-18: Belle Haven Elem.  
Playground | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 29 | TS-7 | O-19: Kelly Park | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |
| 30 | TS-7 | O-20: Redwell Bayfront  
Park | LS | 1 | Two thousand four hundred dollars | $2,400.00 | $2,400.00 |

**BASE BID TOTAL (ITEM 1-30)**

(in words)

One hundred sixty seven thousand five hundred forty nine dollars and ninety four cents

$167,549.94
### 2. Alternate A Bid Items

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Sec. No.</th>
<th>Description</th>
<th>Units</th>
<th>Estimated Quantity</th>
<th>Item Price per Unit of Quantity (In words)</th>
<th>Item Price per Unit (In figures)</th>
<th>Total (In figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TS-7</td>
<td>Outdoor Unit: MDF 10135 SM</td>
<td>EA</td>
<td>7</td>
<td>Six thousand four hundred forty four dollars and thirty eight cents</td>
<td>$6,444.38</td>
<td>$45,110.66</td>
</tr>
<tr>
<td>2</td>
<td>TS-7</td>
<td>O-13: Fremont Park</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>3</td>
<td>TS-7</td>
<td>O-14A City Downtown</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>4</td>
<td>TS-7</td>
<td>O-14B City Downtown</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>5</td>
<td>TS-7</td>
<td>O-14C City Downtown</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>6</td>
<td>TS-7</td>
<td>O-14D City Downtown</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>7</td>
<td>TS-7</td>
<td>O-14E City Downtown</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>8</td>
<td>TS-7</td>
<td>O-14F City Downtown</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
</tbody>
</table>

**ALTERNATE A BID TOTAL:**

<table>
<thead>
<tr>
<th>(ITEM 1-8)</th>
<th>(in words)</th>
<th>Total (In figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sixty one thousand nine hundred ten dollars and sixty sixty cents</td>
<td></td>
<td>$61,910.66</td>
</tr>
</tbody>
</table>
### 3. Alternate B Bid Items

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Sec. No.</th>
<th>Description</th>
<th>Units</th>
<th>Estimated Quantity</th>
<th>Item Price per Unit of Quantity (In words)</th>
<th>Item Price per Unit (In figures)</th>
<th>Total (In figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TS-6</td>
<td>Elkay Bi-Level: LZSTL8WSLK</td>
<td>EA</td>
<td>1</td>
<td>Two thousand seven hundred twenty three dollars and thirty cents</td>
<td>$2,723.30</td>
<td>$2,723.30</td>
</tr>
<tr>
<td>2</td>
<td>TS-7</td>
<td>Outdoor Unit: MDF 10135 SM</td>
<td>EA</td>
<td>5</td>
<td>Six thousand four hundred forty four dollars and thirty eight cents</td>
<td>$6,444.38</td>
<td>$32,221.90</td>
</tr>
<tr>
<td>3</td>
<td>TS-7</td>
<td>Outdoor Unit I Petbowl: MDF 10155 SM</td>
<td>EA</td>
<td>2</td>
<td>Seven thousand four hundred eighty eight dollars and eighty two cents</td>
<td>$7,488.82</td>
<td>$14,977.64</td>
</tr>
<tr>
<td>4</td>
<td>TS-6</td>
<td>I-12: Belle Haven Child Dev Multi-Room</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>5</td>
<td>TS-7</td>
<td>O-8: Jack W. Lyle Park</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>6</td>
<td>TS-7</td>
<td>O-10: Sharon Hills Park</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>7</td>
<td>TS-7</td>
<td>O-11: Sharon Park</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>8</td>
<td>TS-7</td>
<td>O-12: Stanford Hills Park</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>9</td>
<td>TS-7</td>
<td>O-15: Seminary Oaks Park</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>10</td>
<td>TS-7</td>
<td>O-16: Hamilton Park</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>11</td>
<td>TS-7</td>
<td>O-17: Karl E. Clark Park</td>
<td>LS</td>
<td>1</td>
<td>Two thousand four hundred dollars</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
</tr>
</tbody>
</table>

**ALTERNATE B BID TOTAL:**  
*(ITEM 1-11)*  
(Sixty nine thousand one hundred twenty two dollars and eighty four cents)  
$69,122.84

**TOTAL BID:**  
*(Base Bid + Alt A + Alt B Bids)*  
(Two hundred ninety eight dollars five hundred eighty three dollars and forty four cents)  
$298,583.44
Notes:

- Base and Alternate Bid Items 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.

Date: 3/16/2020

[Signature]

Nicolas Bechwah

Signature of Bidder
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.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Units</th>
<th>Item Price per Unit (In figures)</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

* 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 striping 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 1 through 6 inclusively.

Date: 06/04/2020

(Type or print name)

Nicolas Bechwati

Signature of Bidder
BIDDER CERTIFICATIONS AND STATEMENTS
The following certifications, statements and responses are hereby incorporated into the Proposal:

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.

**EPS Inc. dba Express Plumbing**

**Nicolas Bechwati, President**

**Jihane Bechwati, Secretary**

**Nicole Hanna, Chief Financial Officer**

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,. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after “has” or “has not” in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

**YES** ________ **NO** ________

If the answer is yes, explain the circumstances in the following space:
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

WORKERS COMPENSATION REQUIREMENT

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

REGISTRATION OF CONTRACTORS

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

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

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 Statements, Questionnaire, and Non-collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statements, Questionnaire and Non-collusion Affidavit.

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

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

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

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

☑️ Does not have a proposed debarment pending; and

☑️ Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

N/A

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

N/A

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

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

Date: 3/16/2020  
(Type or print name)  
Nicolas Bechwati  
Signature of Bidder

Business Address (Street Address, City, State & Zip Code):

307 N Amphlett Blvd  
San Mateo, California 94401

Business Phone: (650) 343-9477  
Fax No.: (650) 343-8256
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 San Mateo

"I, [Signature of Individual], 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 of 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 8 day of June, 2020

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

[Notary Seal]
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, EPS, Inc. dba Express Plumbing, as Principal, and The Ohio Casualty 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 PROPOSAL 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 June 9, 2020, for the HYDRATION STATION IMPROVEMENT PROJECT.

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 9th day of June 2020, 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 EPS, Inc. d/b/a Express Plumbing
By: 

Title: Nicolas Bechwati, President

Surety The Ohio Casualty Insurance Company
By: 

Attorneys-in-fact, Greg McCartney

Title Attorney-in-Fact

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

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA
COUNTY OF ____________

On ________________, before me, ______________________ 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)

SEE ATTACHED

Hydration Station Improvement Project

SEE ATTACHED
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of _______San Mateo_______

On _______June 9, 2020______ before me, ______Deborah M. Knipp, Notary Public______,

Date

personally appeared ____________Greg McCartney________

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 ______Deborah M. Knipp______

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: __________________________

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8202121-983630

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the “Companies”), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mary Bacc.. Gregory D. McCartney; Sylvia C. McGovern

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of September, 2019.

By:
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY

On this 13th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, or by the officer or officers granting such power or authority.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of June, 2020.

By: Renee C. Llewellyn, Assistant Secretary
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: ____________________________ 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: ____________________________

2. 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: ____________________________

3. 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: ____________________________

4. 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: ____________________________
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: __________________________
MANDATORY SAFETY PROGRAM REQUIREMENTS

The City of Menlo Park requires that to be considered a responsive bid, that all bidders meet the following safety qualification guidelines. The bidder’s sub-consultant or sub-contractor shall be exempt from this section unless otherwise requested by the Engineer in writing. **Failure to provide the safety data sheets will result in a non-responsive bid.**

All Bidders must satisfy at least two of the three safety standards identified below. If a BIDDER cannot satisfy two of the three minimum safety standards, the City will consider a bid from BIDDER meeting only one of the minimum safety standards, however the BIDDER will be required to provide the services of a third-party safety consultant specializing in the type of work to be performed that is acceptable to the Engineer. The City will not be responsible for any additional costs incurred for providing the third-party safety consultant and BIDDER shall include such costs in its bid. The third-party safety consultant will be used in the capacity of reviewing the Contractor’s Site Safety and Project Safety Plans, providing periodic monitoring of site safety at a frequency to be determined by the Engineer, reviewing special safety hazards not addressed in the Contractor’s safety plans and reviewing and evaluating the safety incidents that occur during the project.

City of Menlo Park Minimum Safety Standards:

1. Experience Modification Rate (EMR or Exmod): Experience modification rates are calculated by the insurance industry as a way to determine equitable workers’ compensation insurance premiums. It is calculated as a three-year moving average. A BIDDER shall have a current three-year average EMR of **1.0** or lower.

2. Recordable Incident Rate (RIR): The RIR is a measure of the frequency of injuries and is a measure of all occupational injuries and illnesses that occur within an organization. It is calculated from the OSHA Log 300 form. A BIDDER shall have a current three-year average RIR of **7.0** or lower.

3. Lost Time Incident Rate: The LTIR is an indicator of the severity of a company’s occupational injuries. The LTIR deals only with incidents that result in lost work time. Like the RIR, the information needed to calculate the LTIR is derived OSHA Log 300 form. A BIDDER shall have a current three-year average RIR of **4.6** or lower.

   **All Bidders shall complete and submit the following forms and release with its bid.**
MANDATORY SAFETY PROGRAM REQUIREMENTS
Experience Modification Rate

The following information will be used to determine if you meet the minimum safety requirements for this project.

You must not have a three-year average Workers' Compensation Experience Modification Rate (Ex-mod) greater than 1.0. Please provide verification of your Ex-mod from your insurer in your proposal and provide your current Ex-mod below:

<table>
<thead>
<tr>
<th>Year</th>
<th>EMR</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>0.75</td>
</tr>
<tr>
<td>2017</td>
<td>0.98</td>
</tr>
<tr>
<td>2018</td>
<td>0.94</td>
</tr>
</tbody>
</table>

THREE-YEAR AVERAGE = 0.89
MANDATORY SAFETY PROGRAM REQUIREMENTS
Recordable Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for his project. To qualify, you must not have a three-year average Recordable Incident Rate greater than 7.0. Incident rate information is on your OSHA Log 300. Please calculate the RIR for the last three complete years as follows.

\[
\text{Total number of recordable incidents} \times 200,000 = \text{RIR}
\]
\[
\text{Total employee hours worked}
\]

<table>
<thead>
<tr>
<th>Year</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>3</td>
</tr>
<tr>
<td>2017</td>
<td>1</td>
</tr>
<tr>
<td>2018</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>51,000</td>
</tr>
<tr>
<td>2017</td>
<td>60,700</td>
</tr>
<tr>
<td>2018</td>
<td>74,365</td>
</tr>
</tbody>
</table>

Enter your Total Recordable Incident Rate for each of the last three complete years.

- 2016 RIR = 11.76
- 2017 RIR = 3.29
- 2018 RIR = 0

Three-Year Average = 5.02
MANDATORY SAFETY PROGRAM REQUIREMENTS

Lost Time Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Lost Time Incident Rate greater than 4.6. Incident rate information is on your OSHA Log 300. Please calculate the LTIR for the last three complete years as follows.

\[
\text{Total number of lost-time incidents} \times 200,000 = LTIR
\]

\[
\text{Total employee hours worked}
\]

<table>
<thead>
<tr>
<th>Lost-time Incidents</th>
<th>Total Employee Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year</strong></td>
<td><strong>Number</strong></td>
</tr>
<tr>
<td>2016</td>
<td>0</td>
</tr>
<tr>
<td>2017</td>
<td>1</td>
</tr>
<tr>
<td>2018</td>
<td>0</td>
</tr>
</tbody>
</table>

Enter your Lost Time Incident Rate for each of the last three complete years.

\[
\begin{align*}
2016 \quad \text{LTIR} &= 0 \\
2017 \quad \text{LTIR} &= 3.29 \\
2018 \quad \text{LTIR} &= 0 \\
\text{Three-Year Average} &= 1.1
\end{align*}
\]
MANDATORY SAFETY PROGRAM REQUIREMENTS
Authorization to Disclose Information

To verify the information provided in your bid packet, we may contact your workers' compensation insurance company, agent, broker, safety consultants, or other related parties. Please provide your authorization to release this information. Failure to do so will result in automatic disqualification.

I authorize my insurance company, agent or broker, as well as any other party with knowledge of the Company's safety record, to disclose to the City of Menlo Park information concerning the Company's insurance coverage, claims, and safety record, including the Workers' Compensation Experience Modification Rate, Recordable Incident Rate, Lost Time Incident Rate, OSHA 300 log, claims history, or other safety issues or factors related to the Company's operations.

Company Name: **EPS Inc. dba Express Plumbing**

Authorized By: **Nicolas Bechwati** Title: **President**

Signature:  

Date: **03/16/2010**

This authorization shall remain in effect for the duration of the project or one year from date of signature. A copy of the authorization shall be as valid as the original.

Agent or Broker: **James E McGovern, Inc.**

Address: **1625 El Camino Real, Belmont, CA 94002**

Contact Name: **Mary Baez** Phone: **(650) 593-82**

Contact Email Address: **mary@jemins.com**

Safety Personnel or Consultant: **Walter Dabney, Safety Personnel**

Contact Person: **Walter Dabney** Phone: **(650) 343-9477**

Contact Email Address: **walterd@expressplumbing.com**
BIDDER'S FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY & EXPERIENCE

THE LOW BIDDER MUST, UPON REQUEST, SHALL 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. 778428 for a period of years and has the following DIR Registration No. 1000015865.

The bidder's three recently completed projects similar to the work outlined by section -11 General of these special provisions for a Public Agency in the State of California:

1. **Title of Project:** Drinking Water Stations at Memorial Park  
   **Owner:** San Mateo County Parks  
   **Address:** Memorial Park  
   **Telephone No.:** (650) 573-2594  
   **Engineer in Charge:** David Vasquez  
   **Date Accepted:** 07/01/2019

2. **Title of Project:** Drinking Fountain Upgrades  
   **Owner:** Crown Plaza Hotel  
   **Address:** 1221 Chess Drive, Foster City, CA 94404  
   **Telephone No.:** (650) 295-6117  
   **Engineer in Charge:** Scott  
   **DateAccepted:** 03/13/2018
3. Title of Project: Champs Sports

Owner: L & L Retail Construction

Address: 1 Stoneridge Mall Rd, Pleasanton CA 94588

Telephone No.: (405) 360-2775

Engineer in Charge: Mary Thompson

Date Accepted: 01/21/2010

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

Name of Bank | Address
---|---
Boston Private Bank | 1440 Chapin Ave, Burlingame, CA 94100

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

Company: James E McGovern, Inc.

Address: 1625 El Camino Real, Belmont, CA 94002

Company: James E McGovern, Inc.

Address: 1625 El Camino Real, Belmont, CA 94002
HYDRATION STATION IMPROVEMENT PROJECT
ADDENDUM NO. 1
February 27, 2020

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

Addendum No. 1 includes additional language regarding bid protests.
The following revisions shall apply throughout the specifications:

1. Add a paragraph on Section 3-1.1 of the Project Specifications to read:
Bid protests are to be submitted, in writing, three working days after the bid opening, failure to submit a bid protest within three days will be rejected. Only general contractors who submit a bid may submit a protest.

Bid protests are to be delivered to the following address:
City of Menlo Park, City Engineer, 701 Laurel Street, Menlo Park, CA 94025.

Approved by:

[Signature]

Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

[Signature]

BIDDER’S SIGNATURE

Nicolas Bechwati
BIDDER’S NAME

[Signature]

President
BIDDER’S TITLE

EPS Inc. dba Express Plumbing
COMPANY

03/16/2020
DATE
HYDRATION STATION IMPROVEMENT PROJECT
ADDENDUM NO. 2
March 6, 2020

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

Addendum No. 2 includes additional language for substitute products. The following revisions shall apply throughout the specifications:

1. Paragraph 2 of Section 6-4 of the Project Specifications is superseded to read:
   No actions relating to the review of “approved equivalent” materials will be made until requested by the Contractor in writing and accompanied by data as to the equality of the proposed material. Such request shall be made within thirty five (35) days after the award of contract and cause no delay. Bid proposals shall otherwise adhere to materials described in the project specifications.

Approved by:

Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

______________________________________________________________________________
BIDDER’S SIGNATURE

Nicolas Bechwatt
BIDDER’S NAME

President
BIDDER’S TITLE

EPS Inc. dba Express Plumbing
COMPANY

03/16/2020
DATE
HYDRATION STATION IMPROVEMENT PROJECT
ADDENDUM NO. 3
March 16, 2020

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

Addendum No. 3 includes the following provisions:
The following revisions shall apply throughout the specifications:

1. **Bid Opening date extension:**
   Sealed bids containing the completed bid proposal, and subject to the conditions named herein and in the Contract Documents for the HYDRATION STATION IMPROVEMENT PROJECT, shall be addressed to the City of Menlo Park. Bid proposals will be received at City Hall, 701 Laurel Street, Menlo Park, CA 94025 up to **Tuesday, April 14th, 2020 at 2:00 PM** at which time bids will be publicly opened and read.

Approved by:

Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

**BIDDER’S SIGNATURE**

**Nicolás Bechwati**

**BIDDER’S NAME**

**President**

**BIDDER’S TITLE**

**EPS Inc., dba Express Plumbing**

**COMPANY**

**DATE**

04/13/2020
HYDRATION STATION IMPROVEMENT PROJECT
ADDENDUM NO. 4
April 3, 2020

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

Addendum No. 4 includes the following provisions:
The following revisions shall apply throughout the specifications:

1. Bid Opening date extension:
Sealed bids containing the completed bid proposal, and subject to the conditions named herein and in the Contract Documents for the HYDRATION STATION IMPROVEMENT PROJECT, shall be addressed to the City of Menlo Park. Bid proposals will be received at City Hall, 701 Laurel Street, Menlo Park, CA 94025 up to Tuesday, May 19th, 2020 at 2:00 PM at which time bids will be publicly opened and read.

Approved by:

Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

BIDDER’S SIGNATURE

Nicolas Bechwati
BIDDER’S NAME

President
BIDDER’S TITLE

EPS Inc. dba Express Plumbing
COMPANY

04/13/2020
DATE
HYDRATION STATION IMPROVEMENT PROJECT
ADDENDUM NO. 5
May 8, 2020

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

Addendum No. 5 is issued in response to City Hall’s closure during shelter-in-place: The following revisions shall apply throughout the specifications:

1. Bid Opening date extension:
Sealed bids containing the completed bid proposal, and subject to the conditions named herein and in the Contract Documents for the HYDRATION STATION IMPROVEMENT PROJECT, shall be addressed to the City of Menlo Park. Bid proposals will be received at City Hall, 701 Laurel Street, Menlo Park, CA 94025 up to Tuesday, June 9, 2020 at 2:00 PM at which time bids will be publicly opened and read.

Approved by:

[Signature]
Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

[Signature]
Nicolas Bechwati
BIDDER'S NAME

[Signature]
President
BIDDER'S TITLE

[Signature]
EPS Inc. dba Express Plumbing
COMPANY
HYDRATION STATION IMPROVEMENT PROJECT  
ADDENDUM NO. 6 
June 4, 2020

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

Addendum No. 6 provides bid opening protocols to bidders during shelter-in-place: The following revisions shall apply throughout the specifications:

1. **Bid Opening Date:**  
   Sealed bids containing the completed bid proposal, and subject to the conditions named herein and in the Contract Documents for the HYDRATION STATION IMPROVEMENT PROJECT, shall be addressed to the City of Menlo Park. Bid proposals will be received on **Tuesday, June 9, 2020 between 12:00PM - 2:00 PM** per the supplemental instructions.

2. **Bid Opening: Supplemental Instructions**

   **Step A: Bid Drop-Off (12:00PM – 2:00PM)**

   - All parties shall be required to wear personal protective equipment including, but not limited to, gloves and masks. Furthermore, all parties must maintain social distancing requirements pursuant to City and San Mateo County guidelines.

   - Bidders shall drop off sealed bids at the designated box located outside of City Hall between the hours of **12:00PM – 2:00PM** per the site plan below.

   ![Approximate Drop Off Location for Bids 12PM-2PM. City Representatives Will Be on Stand-By](image-url)
• City representatives will standby at this drop off location during these hours to time-stamp and guard submittals.

Step B: Virtual Meeting (2:30PM)
• After bid drop-off, bidders shall sign-in with their name, company, phone number, and email on a designated sign-in sheet. The City representative will forward an optional virtual meeting invite to all bidders using the email listed.

• The optional virtual meeting will begin at 2:30PM during which bids will be publicly opened and read. The City will entertain questions during this virtual meeting. The apparent low bidder may also be announced during this time.

Approved by:

Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

BIDDER’S SIGNATURE

DATE

Nicolas Bechwati
BIDDER’S NAME

President
BIDDER’S TITLE

EPS Inc. dba Express Plumbing
COMPANY
BIDDER’S QUALIFICATION STATEMENT

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 and 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 five (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 five (5) days of the date the City issues a disqualification notification.

Hydration Station Improvement Project
RESPONSE SHEETS

Please answer the following questions and sign the Qualification Statement certification for Hydration Station Improvement Project:

Contractor will be immediately disqualified if the answer to any of questions 1 through 9 is "No."

1. Contractor has a liability insurance policy with a policy limit of at least $2,000,000 per occurrence and $4,000,000 aggregate.
   - Yes  □ No

2. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
   - Yes  □ No

3. Contractor's Field Superintendent/Foreman has a minimum of five (5) years of construction experience doing similar asphalt and/or concrete work, each with a minimum construction value of $100,000. Please attach a copy of a resume of the proposed Field Supervisor/Foreman, detailing the similar project descriptions, project responsibilities, relevant experience, and project owner references including current contact information.
   - Yes  □ No

4. Safety. Has the Contractor maintained an Experience Modification Rate (EMR) of 1.00 or less, on each of the last three (3) years?
   - Yes  □ No

Contractor will be may be disqualified if the answer to any of questions 5 through 16 is "Yes". Explanation deemed to be Assistant Public Works Director/City Engineer

5. Has your contractor's license been revoked at any time in the last five (5) years?
   - □ Yes  Yes

6. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
   - □ Yes  Yes

7. At the time of submitting this Qualification Statement, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to Labor Code section 1777.1.
   - □ Yes  Yes

8. At any time during the last five years, has your firm or any of its officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
   - □ Yes  Yes

9. Was your firm in bankruptcy at any time during the last five years?
   - □ Yes  Yes
10. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
   □ Yes   ☐ No

11. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
   ☐ Yes   □ No

12. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
   □ Yes   ☐ No

13. Defaulted on a contract forcing a surety to suffer a loss?
   □ Yes   ☐ No

14. Had any mediation or arbitration on a contract initiated by the owner/public agency?
   □ Yes   ☐ No

15. Has the Contractor been fined, penalized or otherwise found to have violated any State or Federal fair employment provision or law?
   □ Yes   ☐ No

16. Has the Contractor been fined, penalized or otherwise found to have violated any prevailing wage provisions?
   □ Yes   ☐ No

Explanation field for the ones they answered yes subject for review, not automatic disqualified. Need to update this language.

Qualifications Statement Certification. The Undersigned declares under penalty of perjury that all of the responsibility information submitted with this form is true and correct and that this Declaration was executed by a duly authorized officer of the Company.

Signature: [Signature]

Typed or Printed Name and Title: Nicolas Bechwati, President

Firm Name: EPS Inc. dba Express Plumbing

Address: 307 N Amphlett Blvd
San Mateo, CA 94401

Telephone Number: (650) 343-9477  Fax Number: (650) 343-8256

QS Contact Email Address: janet@expressplumbing.com
Personnel Experience Statement

Nicolas Bechwati
- President and founder of EPS, Inc.
- Serving the Bay Area since 1989
- Fluent in English

Experience in:
- Small to large size underground and above-grade construction in commercial, industrial and residential sectors
- Rehabilitating piping, drainage, utility lines and systems
- Installing new piping, drainage, and utility lines and systems
- Occupational Safety, Industry codes and standards
- Building and licensing permitting processes
- Managing multi-discipline on-site construction teams
- Restoring sites including road, sidewalk surfaces, etc.
- Inspecting and assessing piping conditions

References

Bozhena Palatnik
Engineer
City of Belmont
650-595-7463

Daniel Gonzales
Engineering Department
Town of Hillsborough
Office: (650) 375-7444
Cell: (650) 867-0827

Past Projects

1. 2019 – replacement of 12” to 24” sewer
   Contract amount $2,700,000 for City of Belmont
2. 2018 – replacement of 6” to 8” sewer and 15” storm drain
   Contract amount $1,480,000 for City of Burlingame
3. 2017- replacement of 8” to 12” sewer.
   Contract amount $578,000 for Town of Los Altos Hills
4. 2017- replacement of 8” to 14” sewer.
   Contract amount $985,795 for City of Daly City
5. 2016- replacement of 6” to 12” sewer.
   Contract amount $1,037,881 for City of Berkeley
6. 2015- replacement of 12” to 24” sewer.
   Contract amount $864,900 for City of Belmont
7. 2014- rehabilitation of 6” to 10” sewer.
   Contract amount $489,549 for Town of Hillsborough
Personnel Experience Statement

Walter Dabney
- EPS Inc. Project Manager
- 32 years of experience as a field supervisor and inspector for streets, sewer, and traffic for City of San Mateo
- Fluent in English

Certificates:
- Certified instructor for confined space
- Certified soil analysis
- Certified trench safety
- HAC WOPPER Certification
- Certified public relations reporting
- Class 2 certification in CWEA
- Certified Department of Transportation training officer
- Certified heavy equipment instructor
- IIIP for City of San Mateo
- Emergency rescue certified through San Mateo Fire Department
- Certificate in traffic control from U.C.B.
- Emergency chemical instructor Department of Public Works
- Certified in reporting S.S.O.'s

Experience in:
- Small to large size underground and above-grade construction in commercial, industrial and residential sectors
- Rehabilitating piping, drainage, utility lines and systems
- Installing new piping, drainage, and utility lines and systems
- Occupational Safety, Industry codes and standards
- Building and licensing permitting processes
- Managing multi-discipline on-site construction teams
- Restoring sites including road, sidewalk surfaces, etc.
- Inspecting and assessing piping conditions

References

Jen Chen
Engineering Department
Town of Los Altos Hills
Office (650) 941-7222

Roland Yip
Project Manager
City of Daly City
Office (650) 991-8000
Past Projects

1. 2019 – replacement of 12” to 24” sewer
   Contract amount $2,700,000 for City of Belmont
2. 2018 – replacement of 6” to 8” sewer and 15” storm drain
   Contract amount $1,480,000 for City of Burlingame
3. 2017- replacement of 8” to 12” sewer.
   Contract amount $578,000 for Town of Los Altos Hills
4. 2017- replacement of 8” to 14” sewer.
   Contract amount $985,795 for City of Daly City
5. 2016- replacement of 6” to 12” sewer.
   Contract amount $1,037,881 for City of Berkeley
6. 2015- replacement of 12” to 24” sewer.
   Contract amount $864,900 for City of Belmont
7. 2014- rehabilitation of 6” to 10” sewer.
   Contract amount $489,549 for Town of Hillsborough
Personnel Experience Statement

Joseph Dometita

- EPS Inc. Operation Manager
- 10 years of experience in underground construction
- Fluent in English

Experience in:
- Small to large size underground and above-grade construction in commercial, industrial and residential sectors
- Rehabilitating piping, drainage, utility lines and systems
- Installing new piping, drainage, and utility lines and systems
- Occupational Safety, Industry codes and standards
- Building and licensing permitting processes
- Managing multi-discipline on-site construction teams
- Restoring sites including road, sidewalk surfaces, etc.
- Inspecting and assessing piping conditions

References

Jen Chen
Engineering Department
Town of Los Altos Hills
Office (650) 941-7222

Aida Fairman
Engineering Department
City of Los Altos
Office (650) 947-2603

Past Projects

1. 2017- replacement of 8” to 12” sewer.
   Contract amount $578,000 for Town of Los Altos Hills
2. 2017- replacement of 8” to 14” sewer.
   Contract amount $985,795 for City of Daly City
PROPOSAL SUBMITTAL CHECKLIST

This checklist is provided for reference only and is intended to assist bidders in the submittal of a bid proposal. This checklist is not a part of the bid documents and shall not be submitted with the bid proposal.

The following documents shall be signed and included in a sealed envelope with the words "Proposal," title or name of the work, and date of bid opening plainly written on the sealed envelope:

1. Proposal
   - ✔ Company name and contact information is complete. In the case of a partnership or corporation, the business address is the address of the firm, not the address of the partner or official signing the Proposal
   - ✔ California Contractor's license number and classification filled in completely
   - ✔ DIR Registration numbers included
   - □ Signed
     a. An individual doing business in his or her own name, sign name only
     b. An individual using a firm name, sign name as an individual DBA (doing business as). For example: "John Doe, an individual doing business as XYZ Company."
     c. A co-partnership, sign name as shown in this example: "XYZ Co., by John Doe, Cопartner." Also, give the names of all individual copartners composing the firm.
     d. A corporation, sign name with your title as in this example: "XYZ Co., by John Doe, President." Also, state legal name of corporation, names of the president, secretary, treasurer and manager of corporation. Affix seal of corporation.

2. Proposal Pay Item Price Schedule
   - ✔ Complete and correctly totaled
   - ✔ Add Alternate costs are included, if requested

3. Addenda Acknowledgement
   - ✔ Number of addenda entered

4. Bidder Certifications and Statements
   - ✔ Sign in all indicated locations

5. Bid Bond or Alternate Form of Bid Deposit
   - ✔ Signed and dated by Bidder and Surety
   - ✔ Signatures for Bidder and Surety are Notarized
   - ✔ Surety includes Power-of-Attorney

6. List of Subcontractors
   - ✔ Designated subcontractors are listed, if any
   - ✔ Subcontractors' DIR Registration Numbers are included

7. Mandatory Safety Program Requirements
   - ✔ Please complete and sign forms

   - ✔ Only specific Form provided is used
   - ✔ All required information is included
   - ✔ Form is included with Bid
9. Bidder's Qualification Statement
  ✔ Response Sheets
  ✔ Resumes for Key Personnel

Approved by:

Christopher T. Lamm, Assistant Public Works Director/City Engineer

Acknowledgement (signature required below):

[Signature]
BIDDER'S SIGNATURE

Nicolas Bechwahl
BIDDER'S NAME

President
BIDDER'S TITLE

EPS Inc. dba Express Plumbing
COMPANY

03/16/2020
DATE
CITY OF MENLO PARK
STATE OF CALIFORNIA

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, State of California, has awarded to EPS, INC. DBA EXPRESS PLUMBING, hereinafter designated as the "Principal," a Contract for the Hydration Station Improvement Project and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we the Principal, and __________________________ as Surety, are held and firmly bound unto the City of Menlo Park in the penal sum of __________________________ DOLLARS ($ ________________), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said Contract Agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Menlo Park, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions and other Contract Documents, no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____________________, 20____ the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) Principal

By: _______________________

Title: _______________________

(Acknowledgment)

(Corporate Seal) Surety

By: _______________________

Attorneys-in-fact

Title: _______________________

(Acknowledgment)

(Sign)

Approved as to form:

_________________________________

(Witness)

City
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)
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CITY OF MENLO PARK  
STATE OF CALIFORNIA  

PAYMENT BOND  

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, a Municipal Corporation, has awarded to  
EPS, INC. DBA EXPRESS PLUMBING, hereinafter designated as the "Principal," a Contract for  
the Hydration Station Improvement Project, and  

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, to secure  
payment of claims of laborers, mechanics, or material persons employed on work under said  
Contract Agreement, as provided by law.

NOW, THEREFORE, we the undersigned Principal and _____________________________ as  
Surety, are held and firmly bound unto the City of Menlo Park in the sum of ___________________________  
DOLLARS ($_____________________), said sum being equal to the estimated amount payable by said City of Menlo Park under the terms  
of the Contract Agreement, for which payment well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these  
presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, its heirs, executors,  
administrators, successors, or assigns, or subcontractors shall fail to pay for any material,  
provisions, provender or other supplies, implements or machinery used in, upon, for or about the  
performance of the work contracted to be done, or for any work or labor thereon of any kind, or for  
amounts due under the Unemployment Insurance Code with respect to such work or labor or for  
any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the  
wages of employees of the Contractor and their subcontractors pursuant to the Revenue and  
Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the  
same in an amount not exceeding the sum specified in this bond, otherwise the above obligation  
shall be voided. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's  
fee to be fixed by the court.
This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plan, Standard Specifications, Special Provisions and other Contract Agreement documents, no change, extension of time, alteration or addition to the terms of the Contractual Agreement, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractual Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this ______ day of ______________________ , 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) Principal

By: __________________________

Title: __________________________

(Acknowledgment)

(Corporate Seal) Surety

By: __________________________

Attorneys-in-fact

Title: __________________________

(Acknowledgment)

(Sign)

(Witness)

Approved as to form:

_________________________________

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

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA       }  
COUNTY OF ___________    

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

WITNESS my hand and official seal.

________________________________
Notary Public

(Seal)
This Escrow Agreement is made and entered into by and between the City of Menlo Park, whose address is Civic Center, 701 Laurel Street, Menlo Park, CA 94025, hereinafter called "City," hereinafter called "Contractor," and ____________________________________________, whose address is ____________________________________________, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the City pursuant to the Construction Contractual Agreement entered into between the City and Contractor for the Hydration Station Improvement Project, in the amount of ________________________________ dated ________________________________ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contractual Agreement earnings, the Escrow Agent shall notify the City within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contractual Agreement between the City and Contractor. Securities shall be held in the name of City of Menlo Park, and shall designate the Contractor as the beneficial owner.

2. The City shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contractual Agreement provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contractual Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

(6) The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.

(8) Upon receipt of written notification from the City certifying that the Contractual Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contractual Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) The Escrow Agent shall rely on the written notification from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this Contractual Agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of City:  
Title  
Name  
Signature  
Address

On behalf of Contractor:  
Title  
Name  
Signature  
Address
On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

City                     Contractor

Title                     Title

Name                     Name

Signature        Signature
KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Menlo Park, State of California, has awarded to EPS, INC. DBA EXPRESS PLUMBING, hereinafter designated as the "Principal," a Contractual Agreement for the **Hydration Station Improvement Project**, and

WHEREAS, said Principal is required under the terms of said Contractual Agreement to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under said Agreement.

NOW, THEREFORE, we the Principal, and _______________ as Surety, are held and firmly bound unto the City of Menlo Park in the penal sum of ______________________ DOLLARS ($_________), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if, during a maintenance period of one year from the date of acceptance of the contracted work, the Contractor upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by City upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of City's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the City named herein or the heirs, executors, administrator or successor of the City.
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of __________________, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) Principal
By: _________________________
Title: _________________________

(acknowledgment)

(Corporate Seal) Surety
By: _________________________
Title: _________________________
Attorneys-in-fact

(Acknowledgment)

(Signature) (Witness)

Approved as to form:

____________________________________
City
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 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)
STAFF REPORT
City Council
Meeting Date: 7/14/2020
Staff Report Number: 20-144-CC
Consent Calendar: Award a construction contract to EPS, Inc. dba Express Plumbing for the hydration station project

Recommendation
Staff recommends that the City Council proceed with the hydration station project by awarding a construction contract to EPS, Inc. dba Express Plumbing in the amount of $236,673 (base bid plus Alternate B) and approve a contingency in the amount of $23,667. The project is funded through the solid waste fund and CalRecycle grants.

Policy Issues
Installing hydration stations is consistent with the City’s climate action plan and community zero waste plan. This proposal was prioritized in the City Council 2019 work plan under zero waste implementation. The contract amount exceeds the city manager’s authority and requires City Council approval.

Background
Hydration stations are drinking fountains with a bottle filling assembly. These units are designed to reduce waste from single-use beverage containers. To date, the City has one indoor touchless hydration station in City Hall and two outdoor stations, one near the Kelly Park restroom, and another at Willow Oaks Park. The Hydration Station Improvement Project proposes to replace existing City water fountains with hydration stations per the Analysis section. The project was incorporated into the City’s capital improvement program (CIP) in fiscal year 2019-20.

The driving factors for replacing the City’s current drinking fountains are:
1. Replacing damaged or broken drinking fountains
2. Recreation facility users requests for bottle filling (hydration) stations at recreation facilities
3. Reducing contact and spread of viruses/bacteria, such as using indoor touchless bottle filling fountains
4. Encouraging the community to bring reusable bottles to discourage the use/purchase of single-use plastic bottles
5. Using accumulated CalRecycle beverage and container grant funds to offset a portion of the cost of the project

In November 2019, staff solicited bids for the hydration station improvement project, but only received one bid that exceeded the project budget. The lack of bidders was generally due to competing workloads during the holiday season and licensing restrictions which were too restrictive. On January 28, the City Council rejected the bid with the aim to re-advertise the project at a future date and receive more cost-competitive bid responses within the allotted project budget. Staff released a new bid solicitation in February 2020, and the City received four bids as described further below, in the analysis section of this report.
Analysis

Community demand and needed replacements of drinking fountains

Before COVID-19, recreation facility users frequently requested bottle filling stations, particularly for refilling bottles during physical activities occurring at the City’s recreation centers. In response, project locations include recreational and administrative buildings at the City Hall complex, the Belle Haven Child Development Center, and City parks. The Onetta Harris Community Center and Belle Haven Community Library was excluded due to on-going efforts to reconstruct this facility tentatively in 2021.

Staff surveyed all outdoor fountains to be replaced by the project and discovered nine units which were not functional or in need of maintenance due to damage, leaks and drainage issues. These locations are referenced in Table 1.

### Table 1: List of existing malfunctioning fountains

<table>
<thead>
<tr>
<th>Location</th>
<th>Condition</th>
<th>Bid reference*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kelly Park (basketball court)</td>
<td>Non-functional. Turned off</td>
<td>Base bid</td>
</tr>
<tr>
<td>Belle Haven Elementary Playground</td>
<td>Non-functional. Turned off</td>
<td>Base bid</td>
</tr>
<tr>
<td>Burgess Park (tennis court)</td>
<td>Non-functional. Turned off</td>
<td>Base bid</td>
</tr>
<tr>
<td>Sharon Park</td>
<td>Non-functional. Turned off</td>
<td>Alternate B</td>
</tr>
<tr>
<td>Jack Lyle Park</td>
<td>Damaged. Maintenance required</td>
<td>Alternate B</td>
</tr>
<tr>
<td>Kelly E. Clark Park</td>
<td>Damaged. Maintenance required</td>
<td>Alternate B</td>
</tr>
<tr>
<td>Nealon Park (near daycare)</td>
<td>Damaged. Maintenance required</td>
<td>Base bid</td>
</tr>
<tr>
<td>City Hall campus (near fountain)</td>
<td>Damaged. Maintenance required</td>
<td>Base bid</td>
</tr>
<tr>
<td>City Hall campus (near city council chambers)</td>
<td>Damaged. Maintenance required</td>
<td>Base bid</td>
</tr>
</tbody>
</table>

*The base bid and alternate bids are described in the Analysis Section of this report

Hydration station project supports climate action plan and zero waste plan goals

The City's climate action plan included adopting a zero waste plan to reduce greenhouse gas (GHG) emissions created by the production, transport and disposal of products. GHG emissions created from products is significantly unrepresented in measuring GHG emissions due to lack of data. Nonetheless, the consumption of products, particularly single-use plastics that are used for a few minutes requires significant energy and resources to produce, creating greenhouse gas emissions that contribute to climate change. In addition, the time it takes for these products to break down is decades and produces toxic pollutants.

The City Council adopted a zero waste plan (Attachment B) that identified short-, medium- and long-term goals to reach zero waste by 2035. One of the short-term strategies (No. 8) calls for the promotion of reusable bottles and bottle filling stations.

The angle of a drinking fountain’s waterspout can make it difficult to fill a reusable bottle and sometimes the low pressure makes it nearly impossible to fill a water bottle adequately. Installing hydration stations can create a new social norm to expect water bottle filling stations at all city facilities. This can encourage users
to be more prepared to bring their own reusable bottles or drinking containers, and avoid bringing single-use plastic water bottles. It also provides leadership to the business community by beginning to showcase the types of zero waste infrastructure that can be implemented to promote waste reduction.

**Project funding from solid waste fund and CalRecycle grant**

The project is funded through the solid waste fund and accumulated CalRecycle grants. The solid waste revenue comes from solid waste rates set by the City Council for managing the community’s waste. The solid waste fund can only be used for projects and programs related to waste management, such as implementation of the zero waste plan. The solid waste fund cannot be used to fund other sustainability or climate action plan initiatives unrelated to waste management, such as building electrification or electric vehicle infrastructure. If the City Council desires to forgo the hydration station project, the funds would be returned to the solid waste fund.

The City also applies for a CalRecycle beverage and container grant every year. Typically, between $8,000 and $10,000 can be awarded in a given year. The city has accumulated $18,079 in unspent funds. CalRecycle has strict rules for grant expenditures. Projects must reduce single-use beverage containers or increase recycling of beverage containers. Hydration stations are an allowable expenditure under the grant, and the City could continue to recover costs in future funding cycles, potentially adding another $16,000 for a grand total of $34,079 to support funding for this project.

**Bid analysis**

On June 9, staff opened bids virtually pursuant to COVID-19 public health requirements. The bid results are summarized in Table 2. The project includes replacing 37 existing water fountains with hydration stations across City parks, buildings, and downtown along Santa Cruz Avenue. The project includes a base bid with two bid alternates. Staff structured the project this way to allow for flexibility in the scope of work should the construction bid exceed the project budget.

The base bid includes hydration stations at Menlo Park’s city hall complex and five parks. Four hydration stations in this bid service areas predominantly occupied by staff (City Hall locations I-1 to I-4 per Attachment A.) These units will have limited usage under restricted building occupancy during shelter in place. If City Council desires, the City could attempt to negotiate a deductive change order to remove these locations from the construction contract. Removing locations, I-1 to I-4 would result in a savings of approximately $20,500. This amount would return to the solid waste fund as a carry over for future applicable projects.

Bid alternate A spans Santa Cruz Avenue and Fremont Park along the City’s downtown corridor. Bid alternate B includes Belle Haven’s Child Development Center and seven parks. While bid alternates A and B are similar in scale (seven versus eight total hydration stations respectively), bid alternate B includes three locations with fountains in need of repair, as highlighted in Table 1, and was thus considered a higher priority. Specific fountain locations are detailed below and are mapped in Attachment A. Table 2 summarizes the bid results.

- **Base bid scope (22 hydration stations across 11 locations):**
  - City Hall, Main Library, Arrillaga Gym, Arrillaga Recreational Center, Arrillaga Gymnastics, Burgess Pool, City Hall complex, Burgess Park, Nealon Park, Belle Haven Elementary Playground, Kelly Park (Tennis Court), and Bedwell Bayfront Park
- **Alternate bid A scope (seven hydration stations across two locations):**
  - Fremont Park, downtown Santa Cruz Avenue
• Alternate bid B scope (eight hydration stations across eight locations):

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Alt A bid</th>
<th>Alt B bid</th>
<th>Total bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer's estimate</td>
<td>$177,426</td>
<td>$63,021</td>
<td>$71,763</td>
<td>$312,210</td>
</tr>
<tr>
<td>EPS, Inc. dba Express Plumbing</td>
<td>$167,550</td>
<td>$61,911</td>
<td>$69,123</td>
<td>$298,584</td>
</tr>
<tr>
<td>Hoi's Construction</td>
<td>$185,400</td>
<td>$66,500</td>
<td>$74,200</td>
<td>$326,100</td>
</tr>
<tr>
<td>Escon Builders</td>
<td>$224,300</td>
<td>$52,500</td>
<td>$57,600</td>
<td>$334,400</td>
</tr>
<tr>
<td>Suarez &amp; Munoz</td>
<td>$539,900</td>
<td>$102,900</td>
<td>$129,900</td>
<td>$772,700</td>
</tr>
</tbody>
</table>

In summary, the City received four bids of which, EPS, Inc. dba Express Plumbing, offered the lowest total price at $298,584 (compared to the $430,900 bid received in 2019.) Staff found the lowest bidder to be well experienced with similar projects. Additionally, staff determined the low bidder to be both responsive and responsible per public contracting code.

**Impact on City Resources**

This project is included in the 2019-20 CIP and has $320,000 in available funding from the Solid Waste Fund. The construction budget varies per bid alternate resulting in four options, as described in Table 3.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Option 1 base bid</th>
<th>Option 2 base + Alt A</th>
<th>Option 3 base + Alt B</th>
<th>Option 4 base + Alt A + Alt B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction subtotal</td>
<td>$167,550</td>
<td>$229,461</td>
<td>$236,673</td>
<td>$298,584</td>
</tr>
<tr>
<td>Contingency (10%)</td>
<td>$16,755</td>
<td>$22,946</td>
<td>$23,667</td>
<td>$29,858</td>
</tr>
<tr>
<td>Construction administration</td>
<td>$42,000</td>
<td>$48,000</td>
<td>$48,000</td>
<td>$54,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$226,305</strong></td>
<td><strong>$300,407</strong></td>
<td><strong>$308,340</strong></td>
<td><strong>$382,442</strong></td>
</tr>
<tr>
<td>Project Budget</td>
<td>$320,000</td>
<td>$320,000</td>
<td>$320,000</td>
<td>$320,000</td>
</tr>
<tr>
<td>Funding Gap (appropriation)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(62,442)</td>
</tr>
</tbody>
</table>

In summary, Option 4 exceeds the project budget and requires an appropriation of $62,442. While Options 1 and 2 are within budget, these scopes of work would not replace all damaged fountains noted in Table 1. By comparison, Option 3 is within the allocated project budget, while maximizing replacement locations and upgrading all existing damaged fountains.

All options include a 10 percent construction contingency in addition to construction administration fees prorated by scope of work (inspections, construction management, etc.) Indoor locations will require
building permits separated by address. Staff recommends that the City Council award a construction contract to EPS, Inc. dba Express Plumbing in the amount of $236,573 and approve a contingency in the amount of $23,667 for the hydration station improvement project per Option 3 (base bid plus Alternate B.)

Alternative project options
At the June 9 meeting, the City Council expressed interest in reevaluating the hydration station project in comparison to other city priorities and budget constraints. Project management was transitioned from the sustainability division to the public works department’s capital improvement, facilities and parks maintenance teams. Staff expended approximately $20,000 to date for administrative and design tasks associated with the project. Such tasks include, but are not limited to, research, site verifications, design of construction documents and specifications, and construction bidding (December 2019 and February 2020 bids.) Continued completion of this project would not impact the sustainability division’s work priorities for this year. It will require staff time from the public works (capital improvement, facilities and parks maintenance teams.)

If the City Council desires to forgo the hydration station project to pursue an alternative project or program, the City Council and staff would need to spend additional time to determine and develop a new viable project that meets the funding criteria of the solid waste fund and CalRecycle beverage and container grant.

Given current sustainability staff capacity and City Council prioritization of the climate action plan, staff does not recommend pursuing a new zero waste project to replace this project in fiscal year 2020-21. This year, sustainability staff resources are budgeted for the following waste management activities:

- Analyze and set new solid waste rates for 2021.
- Update the solid waste ordinance to implement state mandates, such as SB 1377 (Short-Lived Climate Pollutants Reduction Act.)
- Explore San Mateo County’s request to adopt a new disposable food service ware ordinance that would eliminate takeout single use plastics, and instead use compostable disposable food ware.

Alternatively, the City Council can decide to cancel this project and not pursue another viable project. The project funds would be returned to the solid waste fund, and the City would return the accumulated $18,079 in grant funds to CalRecycle. While other CIP projects could be prioritized by public works staff if this project is canceled, staff would still need to expend other efforts and find funds to replace or repair the 9 damaged and malfunctioning fountains as listed in Table 1. Thus the opportunity cost and staff time savings to the public works department are negligible when considering the need to design, bid and award a revised project description for only replacement or repair of the malfunctioning fountains. As noted above, this project no longer requires sustainability division staff resources.

Environmental Review
This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.
Staff Report #: 20-144-CC

Attachments
A. Map of hydration station locations

Report prepared by:
Michael Fu, Senior Civil Engineer
Rebecca Lucky, Sustainability Manager

Report reviewed by:
Christopher T. Lamm, Assistant Public Works Director
### ATTACHMENT A: MAP OF HYDRATION STATION LOCATIONS

**AWARDED SCOPE OF WORK - OPTION 3**

<table>
<thead>
<tr>
<th>NOTATION</th>
<th>FACILITY</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-12</td>
<td>BELLE HAVEN CHILD DEV.</td>
<td>MULTI-ROOM</td>
</tr>
<tr>
<td>O-9</td>
<td>JACK W. LYLE PARK</td>
<td>PER PLAN</td>
</tr>
<tr>
<td>O-10</td>
<td>SHARON HILLS PARK</td>
<td>PER PLAN</td>
</tr>
<tr>
<td>O-11</td>
<td>SHARON PARK</td>
<td>PER PLAN</td>
</tr>
<tr>
<td>O-12</td>
<td>STANFORD HILLS PARK</td>
<td>PER PLAN</td>
</tr>
<tr>
<td>O-13</td>
<td>FREMONT PARK PER PLAN</td>
<td></td>
</tr>
<tr>
<td>O-14A TO O-14F</td>
<td>CITY DOWNTOWN ALONG SANTA CRUZ AVE.</td>
<td></td>
</tr>
<tr>
<td>O-15</td>
<td>SEMINARY OAKS PARK</td>
<td>PER PLAN</td>
</tr>
<tr>
<td>O-16</td>
<td>HAMILTON PARK</td>
<td>PER PLAN</td>
</tr>
<tr>
<td>O-17</td>
<td>KARL E. CLARK PARK</td>
<td>PER PLAN</td>
</tr>
</tbody>
</table>

**BASE BID - INCLUDED WITH AWARD**

<table>
<thead>
<tr>
<th>NOTATION</th>
<th>FACILITY</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-1</td>
<td>POLICE BASEMENT</td>
<td></td>
</tr>
<tr>
<td>I-2</td>
<td>UPSTAIRS BATH</td>
<td></td>
</tr>
<tr>
<td>I-3</td>
<td>UPSTAIRS GYM</td>
<td></td>
</tr>
<tr>
<td>I-4</td>
<td>DOWNSTAIRS BATH</td>
<td></td>
</tr>
<tr>
<td>I-5</td>
<td>MAIN LIBRARY</td>
<td>LOBBY</td>
</tr>
<tr>
<td>I-6</td>
<td></td>
<td>DOWNSTAIRS</td>
</tr>
<tr>
<td>I-7</td>
<td>ARRILLAGA GYMNASIUM</td>
<td>LOBBY</td>
</tr>
<tr>
<td>I-8</td>
<td>ARRILLAGA REC. CENTER</td>
<td>LOBBY</td>
</tr>
<tr>
<td>I-9</td>
<td>ARRILLAGA GYMNASICS</td>
<td>LOBBY</td>
</tr>
<tr>
<td>I-10</td>
<td>BURGESS POOL</td>
<td>LOBBY</td>
</tr>
<tr>
<td>I-11</td>
<td></td>
<td>POOL</td>
</tr>
<tr>
<td>O-1</td>
<td>CITY CAMPUS</td>
<td>COUNCIL CHAMBERS</td>
</tr>
<tr>
<td>O-2</td>
<td></td>
<td>NEAR FOUNTAIN</td>
</tr>
<tr>
<td>O-3</td>
<td>BURGESS PARK</td>
<td>BATHROOM</td>
</tr>
<tr>
<td>O-4</td>
<td></td>
<td>BASKETBALL COURT</td>
</tr>
<tr>
<td>O-5</td>
<td></td>
<td>TENNIS COURT</td>
</tr>
<tr>
<td>O-6</td>
<td>NEALON PARK</td>
<td>BASEBALL FIELD</td>
</tr>
<tr>
<td>O-7</td>
<td></td>
<td>TENNIS COURT</td>
</tr>
<tr>
<td>O-8</td>
<td></td>
<td>DOG PARK</td>
</tr>
<tr>
<td>O-18</td>
<td>BELLE HAVEN ELEM. PLAYGROUND</td>
<td>AT RAILING &amp; BENCH</td>
</tr>
<tr>
<td>O-19</td>
<td>KELLY PARK</td>
<td>TENNIS COURT</td>
</tr>
<tr>
<td>O-20</td>
<td>BEDWELL BAYFRONT PARK</td>
<td>BATHROOM</td>
</tr>
</tbody>
</table>