CITY OF MENLO PARK
STATE OF CALIFORNIA

AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 30 day of November, 2015, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and Golden Bay Construction, Inc., hereinafter referred to as the Contractor.

WITNESSETH

ARTICLE 1. That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees at its own cost and expense to do all the work and furnish all materials necessary to complete in a good workmanlike and substantial manner all that certain work involved and concerned with the "CITYWIDE SIDEWALK REPAIR PROGRAM". Said work shall be done in manner and in accordance with the terms of the Contract as the same is defined in Article 4 herein.

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

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

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

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

ARTICLE 6. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of
action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

ARTICLE 7. Waivers of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

ARTICLE 8. In the event that any term or portion of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term or portion, and the remainder of this Agreement shall remain in full force and effect.

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

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

CITY OF MENLO PARK
A Municipal Corporation

[Signature]
Alex McIntyre
City Manager

ATTEST:

[Signature]
City Clerk, City of Menlo Park

CONTRACTOR (Name): Golden Bay Construction, Inc.

By:

[Signature]

Title: Johnny Zanette - President
EXHIBIT "A"
PROPOSAL TO THE CITY COUNCIL
CITY OF MENLO PARK
STATE OF CALIFORNIA
FOR
MULTI-YEAR CITYWIDE SIDEWALK REPAIR PROGRAM
PROJECT NO. 20-011

NAME OF BIDDER: Golden Bay Construction, Inc.

BUSINESS ADDRESS: 3826 Depot Road

CITY, STATE, ZIP: Hayward, CA 94545

LICENSE NO.: 451401 CLASS: A, C8 EXP. DATE: 1/31/16

TAX I.D. NO.: 94-2918512

TELEPHONE NO.: (510) 783-2960 FAX NO.: (510) 783-2971

EMAIL: johnny@gbayinc.com

The work for which this Proposal is submitted is for construction in accordance with the Contract Documents, including the Agreement, the project Plans, the 2006 Standard Specifications of the State of California Department of Transportation as modified by the Special Provisions, the State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates current at the Bid Opening date.

The work to be done consists, in general, of removing and replacing portions of existing concrete sidewalk, curb and gutter, access ramp, driveway, valley gutter, asphalt parking strip, decomposed granite, deep-lifting asphalt concrete pavements, tree root pruning, pickup and delivery and installation of City-furnished materials and other incidentals as necessary to complete the work at various locations in the City of Menlo Park; all as shown on the plans and described in the specification with the title indicated in paragraph 1 above, and on the file in the Office of the Assistant Public Works Director. Reference to said Plans and Specifications is hereby made for further particulars. The City will issue three or less separate project tasks throughout the year in which the total annual contract is estimated to be around $200,000. The City will provide a spreadsheet to show the locations and estimated quantities for each of the three projects. The City will pay for the actual quantities installed. Once the contractor is assigned a task they must start working on the project within the agreed upon date frame and complete it without any stoppages unless agreed upon by the City.

The contract term shall be for one year from the date of execution, renewable on an annual basis for up to seven years, total. If the contract is renewed in subsequent years, unit pricing may be increased by a percentage amount no greater than the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Department of Labor, with additional evidence from the Contractor that his/her direct costs have increased. In no case shall the annual unit prices exceed five (5) percent.
Accompanying this Bid is a Deposit in the form of (write "Cash", "Cashier's Check", "Certified Check", or "Bid Bond") __________ Bid Bond __________ payable to the City in the amount of __________ ($ __________), which is ten percent (10%) of the total amount of this proposal, given as a guarantee that the undersigned will enter into a contract with the City if awarded the work.

If this Proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two bonds in the sums required by Section 3 of the Special Provisions with surety satisfactory to the City of Menlo Park within 10 business days, not including 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, and thereupon this Proposal and the acceptance thereof shall be null and void. If the City declares the Proposal as null and void, the forfeiture of the Bid Deposit accompanying this Proposal shall operate and the same shall become the property of the City.

All notices, demands, or other communications shall be mailed or delivered to:

To City:
City of Menlo Park
Assistant Public Works Director
701 Laurel Street
Menlo Park, CA 94025

To Contractor:
Golden Bay Construction, Inc.
Johnny Zanette - President
3826 Depot Road
Hayward, CA 94545

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

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 they have carefully examined the location of the proposed work, the attached proposed form of Agreement, and the Plans and other Contract Documents therein referred to; and the undersigned proposes and agrees that, if this Proposal is accepted, they will contract with the City of Menlo Park, in the form of the Agreement attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and they will take in full payment therefore the amounts shown on the following Pay Item Price Schedule:
# PAY ITEM PRICE SCHEDULE

The Bidder shall set forth for each quantified item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of conflict between an item price in words and the price in figures, the price in words shall prevail. In case of discrepancy between an item unit price and the total set forth for a unit basis item, the item unit price shall prevail. However, if the amount set forth as an item unit price is ambiguous, illegible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item, and the price thus obtained shall be the item unit price.

The bidding contractor’s attention is directed to Section 9-1.1 of the Special Provisions regarding payment for work or requirements not specifically included in the Pay Item Price Schedule.

**NOTE:** The quantities and total amount below have been provided for the purposes of bid comparison only.

### Bid Items:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Seq. 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>11</td>
<td>MOBILIZATION</td>
<td>EA</td>
<td>10</td>
<td>one thousand nine hundred ninety one dollars</td>
<td>$1,910.00</td>
<td>$19,910.00</td>
</tr>
<tr>
<td>2</td>
<td>12</td>
<td>TRAFFIC CONTROL</td>
<td>EA</td>
<td>10</td>
<td>Four hundred twenty dollars</td>
<td>$420.00</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>3</td>
<td>13</td>
<td>WASTE MANAGEMENT</td>
<td>EA</td>
<td>10</td>
<td>one hundred dollars</td>
<td>$100.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>4</td>
<td>15</td>
<td>SAW CUTTING &amp; DEMOLITION</td>
<td>SF</td>
<td>850</td>
<td>three dollars and fifty cents</td>
<td>$3.50</td>
<td>$2,975.00</td>
</tr>
<tr>
<td>5</td>
<td>15</td>
<td>UTILITY BOX/VAULT ADJUSTMENT</td>
<td>EA</td>
<td>3</td>
<td>two hundred twenty yuan five dollars</td>
<td>$225.00</td>
<td>$675.00</td>
</tr>
<tr>
<td>6</td>
<td>16</td>
<td>ROOT REMOVAL AND BASE RECONSTRUCTION</td>
<td>EA</td>
<td>10</td>
<td>seven hundred ninety nine dollars</td>
<td>$791.00</td>
<td>$7,910.00</td>
</tr>
<tr>
<td>7</td>
<td>39</td>
<td>4 INCH THICK AC PAVEMENT</td>
<td>SQ FT</td>
<td>500</td>
<td>thirty two dollars</td>
<td>$32.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>8</td>
<td>73</td>
<td>4 INCH THICK CONCRETE SIDEWALK</td>
<td>SQ FT</td>
<td>250</td>
<td>thirty eight dollars</td>
<td>$38.00</td>
<td>$9,500.00</td>
</tr>
<tr>
<td>9</td>
<td>73</td>
<td>6 INCH THICK CONCRETE SIDEWALK</td>
<td>SQ FT</td>
<td>100</td>
<td>thirty nine dollars</td>
<td>$39.00</td>
<td>$3,900.00</td>
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<tr>
<td>10</td>
<td>73</td>
<td>VERTICAL CURB AND GUTTER (VCG)</td>
<td>LF</td>
<td>50</td>
<td>ninety three dollars</td>
<td>$93.00</td>
<td>$4,650.00</td>
</tr>
<tr>
<td>11</td>
<td>73</td>
<td>ROLLED CURB AND GUTTER (RGC)</td>
<td>LF</td>
<td>50</td>
<td>ninety three dollars</td>
<td>$93.00</td>
<td>$4,650.00</td>
</tr>
<tr>
<td>12</td>
<td>73</td>
<td>SIDEWALK RAMP</td>
<td>EA</td>
<td>2</td>
<td>six thousand four hundred ninety seven dollars</td>
<td>$6,497.00</td>
<td>$12,994.00</td>
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<td></td>
<td></td>
<td>VALLEY GUTTER IN ROADWAY</td>
<td>73</td>
<td>SF</td>
<td>75</td>
<td>Forty Six dollars</td>
<td>$46.00</td>
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<tr>
<td>14</td>
<td>73</td>
<td>CONCRETE VALLEY GUTTER</td>
<td>LF</td>
<td>25</td>
<td></td>
<td>One hundred and eight dollars</td>
<td>$108.00</td>
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<td></td>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>(in words)</td>
<td>Ninety four thousand five hundred and fourteen dollars</td>
</tr>
</tbody>
</table>

**Notes:**

- The Contract will be compared and awarded based on the Total Bid for the sample project provided which represents a typical on-call project that would be performed under this contract.
- The City reserves the right to reject all bids for any reason whatsoever.
- The estimate of construction quantities set forth herein is based on a hypothetical project at ten locations, typical of the on-call work that is expected under this contract. The quantities and Total Bid amount is being used as a basis for the comparison of bids only. 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 quantity of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with the Special Provisions.
- The City reserves the right to increase or decrease quantities as deemed necessary.

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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.

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**ADDENDA ACKNOWLEDGMENT**

The undersigned acknowledges receipt of Addendum No. 1 through 1 inclusively.

**SIGNATURE OF CONTRACTOR'S REPRESENTATIVE:**

[Signature]

**TITLE:** President

**PRINT NAME:** Johnny Zanette

**TITLE:** President

**DATE:** 10/27/15
LIST OF SUBCONTRACTORS

NOTE: It is illegal - and grounds for any Contract hereby awarded to be declared void - for the Contractor to perform any of the work with a subcontractor who is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any public money paid to a debared subcontractor shall be returned to the City by the Contractor, and the Contractor shall be responsible for payment of wages to workers of the subcontractor who had been allowed to work on the project.

Per Sections 4100-4114 of the Public Contracts Code, the Bidder shall list the name, address and telephone number of each subcontractor to whom the Bidder proposes to subcontract portions of the work in excess of 0.5% of the total Contract, or $10,000.00, whichever is greater.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR'S NAME</th>
<th>PLACE OF BUSINESS (ADDRESS &amp; PHONE)</th>
<th>DESCRIPTION OF PORTION OF WORK SUBCONTRACTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
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</table>

If more space is needed, staple separate sheets to the Proposal. In addition to the information required here, each extra sheet must include the name of the Project, as well as the time and date of the Bid Opening, as listed on the Notice To Contractors.
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 copartnership, 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.

Golden Bay Construction, Inc. - A California Corporation

Johnny Zanette - President / Anthny Zanette - Secretary, Treasurer, Manager

EXPERIENCE AND FINANCIAL QUALIFICATIONS

The bidder has been engaged in the contracting business under State License No. 451401 for a period of 32 years.

The bidder's three most recently completed Contracts are:

1. Title of Project: See Attached
   
   Owner:
   
   Address:
   
   Telephone No.:
   
   Engineer in Charge:
   
   Date Accepted:
## Project Reference List - Completed Jobs

<table>
<thead>
<tr>
<th>Completed</th>
<th>Project Name</th>
<th>Type of Work</th>
<th>Awarded By</th>
<th>Contact Name &amp; Number</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>Trailhead &amp; Overlook @ Lands End</td>
<td>Construct Plaza Paving &amp; Walls</td>
<td>Golden Gate National Parks Conservancy</td>
<td>Stephen Wheeler (415) 252-7075</td>
<td>$1,098,278</td>
</tr>
<tr>
<td>2008</td>
<td>ADA Accessibility Ramps Resurfacing Project 2008</td>
<td>Construct Handicap Ramps @ Various Locations</td>
<td>City of San Jose</td>
<td>Eric Newton (408) 391-6030</td>
<td>$851,948</td>
</tr>
<tr>
<td>2009</td>
<td>2008 Curb, Gutter, Sidewalk &amp; Ramp Repair</td>
<td>Sidewalk / Handicap Ramp Repairs</td>
<td>City of Stockton</td>
<td>Sean Gallagher (209) 937-8105</td>
<td>$3,019,691</td>
</tr>
<tr>
<td>2010</td>
<td>Cavanagh Street Reconstruction</td>
<td>Street Reconstruction</td>
<td>City of San Mateo</td>
<td>Otis Chan (650) 522-7305</td>
<td>$547,778</td>
</tr>
<tr>
<td>2011</td>
<td>Parking Plaza No. 2</td>
<td>Parking Lot Reconstruction</td>
<td>City of Menlo Park</td>
<td>Ruben Nino (650) 330-6740</td>
<td>$518,340</td>
</tr>
<tr>
<td>2012</td>
<td>15QH-120</td>
<td>Pavement Renovation Various Stations</td>
<td>BART</td>
<td>Wai Chan (510) 464-6747</td>
<td>$1,621,747</td>
</tr>
<tr>
<td>2013</td>
<td>San Tomas Aquino Trail</td>
<td>On Street Trail Improvements</td>
<td>City of Santa Clara</td>
<td>Jim Mazzone (408) 504-3321</td>
<td>$1,621,747</td>
</tr>
<tr>
<td>2013</td>
<td>Delaware Street Bike Lane</td>
<td>Road Narrowing, Street Beautification</td>
<td>City of San Mateo</td>
<td>Otis Chan (650) 522-7305</td>
<td>$1,363,002</td>
</tr>
<tr>
<td>2013</td>
<td>15XN-110</td>
<td>Ashby &amp; N. Berkeley Station Path of Travel Improvements</td>
<td>BART</td>
<td>Wai Chan (510) 464-6747</td>
<td>$1,183,400</td>
</tr>
<tr>
<td>2014</td>
<td>CDBG Sidewalks &amp; Street</td>
<td>Sidewalk &amp; Road Repairs</td>
<td>City of San Mateo</td>
<td>Otis Chan (650) 522-7305</td>
<td>$447,111</td>
</tr>
<tr>
<td>2014</td>
<td>Central Expressway Sidewalk Improvements</td>
<td>Sidewalk Installation &amp; Island Modifications</td>
<td>City of Mountain View</td>
<td>Andy Chang (650) 903-6522</td>
<td>$348,841</td>
</tr>
<tr>
<td>2015</td>
<td>Oregon Expressway</td>
<td>Road Modifications &amp; Pedestrian Enhancements</td>
<td>County of Santa Clara</td>
<td>Rowdy Pipkin (408) 690-9472</td>
<td>$3,010,556</td>
</tr>
</tbody>
</table>
2. Title of Project: 
Owner: 
Address: 
Telephone No.: 
Engineer in Charge: 
Date Accepted: 

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

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

Name of Bank: 
Heritage Bank of Commerce 
Address: 
150 Almaden Blvd, San Jose, CA 95113

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

Company: Guarantee Co of North America
Address: 1 Towne Square, Suite 1470, Southfield, MI 48075
Company: 
Address: 
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has / has not been convicted within the preceding three years of any offenses referred to in that Section. These offenses include any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above.

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.

SIGNED BY REPRESENTATIVE OF BIDDER
AFFIDAVIT OF NON-COLLUSION

State of California

County of Alameda

"I, Johnny Zanette, being first duly sworn, depose and say that I am the authorized representative of 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 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 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."

Signed by Contractor's Representative: __________________________

STATE OF CALIFORNIA

COUNTY OF Alameda

On 10/27/15, before me, D. Chan, Notary Public, personally appeared Johnny Zanette who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 __________________________

D. Chan
Commission # 1986100
Notary Public - California
Alameda County
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

[ ] Does not have a proposed debarment pending; and

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

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

__________________________________________________________________________

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

__________________________________________________________________________

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

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

Date: 10/27/15

(Type or print name): Johnny Zanette

(Signature of Bidder): ________________________________

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

3826 Depot Road, Hayward, CA 94545

Business Phone: (510) 783-2960

Fax No.: (510) 783-2971
PROPOSAL - SIGNATURES PAGE

The undersigned, representing Golden Bay Construction, Inc., hereby certifies that the information presented on the preceding pages is a true and correct Bid for the project identified as the:

"CITYWIDE SIDEWALK REPAIR PROGRAM"

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

SIGNATURE OF COMPANY REPRESENTATIVE: ________________________________

NAME OF COMPANY REPRESENTATIVE: Johnny Zanette

TITLE OF COMPANY REPRESENTATIVE: President

DATE EXECUTED: 10/27/15
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, Golden Bay Construction, Inc., as Principal, and The Guarantee Company of North America USA, as Surety, are held and firmly bound unto the City of Menlo Park, hereinafter called "City", in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying Proposal dated October 28, 2015, for the "MULTI-YEAR CITYWIDE SIDEWALK REPAIR PROGRAM".

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 21st day of October, 2015, the name and corporate seals of each 
corporate party being hereafter affixed and these presents duly signed by its undersigned representatives, 
pursuant to authority of its governing body.

(Corporate Seal) Principal: Golden Bay Construction, Inc.

By: ________________________________

Title: Johnny Zanette - President

(Acknowledgment) Surety: The Guarantee Company of North America USA

By: ________________________________

Title: Gregory McCartney, Attorney-in-Fact

(Corporate Seal) (Acknowledgment)

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

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA  )
COUNTY OF: _______________ ) ss:

On ________________________, before me, ________________________, Notary Public, personally 
appeared ____________________, who proved to me on the basis of satisfactory evidence to be the person 
whose name is subscribed to the within instrument and acknowledged to me that he/she executed the 
same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the 
entity upon behalf of which the person 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 ________________________________

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 October 21, 2015 before me, Deborah M. Knipp, Notary Public, personally appeared Gregory McCartney, who proved to me on the basis of satisfactory evidence to be the person 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: ____________________________
THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Gregory McCartney, Steve Suissa, Mary Baez
James E. McGovern, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-Fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this Instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President
Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of said Company this 21st day of October, 2015

Randall Musselman, Secretary
State of California

County of Alameda

On 10/27/2015 before me D. Chan, Notary Public, personally appeared Johnny Zanette 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

D. Chan, Notary Public

Optional Information

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent, reattachment of this form.

Any inquiries regarding the preparation of this document should be directed to:

D. Chan
Golden Bay Construction, Inc.
3826 Depot Road
Hayward, CA 94545
510-783-2960 x 292
ENGINEERING DIVISION
701 Laurel Street / Menlo Park, CA 94025
(650) 330-6740 Fax (650) 327-5497

ADDENDUM NO. 1

Project: Multi-Year Citywide Sidewalk Repair Program
City Project No. 20-011

Owner: City of Menlo Park

Bid Opening: Wednesday, October 28, 2015, at 2:00 p.m.

TO ALL PROSPECTIVE BIDDERS

DATE RELEASED: October 19, 2015

Addendum No. 1 for the above project consists of the following:

A. Revision to Contract Documents, NOTICE TO CONTRACTORS Added #19.

19. CONTRACTOR TO BE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL
   RELATIONS.
   No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with
   the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from
   this requirement for bid purposes only under Labor Code section 171.1(a)]. No contractor or subcontractor may
   be awarded a contract for public work on a public works project unless registered with the Department of
   Industrial Relations pursuant to Labor Code section 1725.5.

B. 1000002870 6/30/16
   DIR License Number Expiration Date

NOTICE: THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO
   INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE BID BEING
   REJECTED AS NOT RESPONSIVE.

Acknowledgement of Receiving Addendum
Bidders should acknowledge receipt of the addendum by signing and returning one copy of the
Addenda Acknowledgment with the bid proposal.

Ruben Nino, Assistant Public Works Director

CONTRACTOR: Golden Bay Construction, Inc.

SIGNATURE OF BIDDER: 

DATE: 10/27/15

Addendum #1: October 19, 2015
**EXHIBIT “B”**

**DISPUTE RESOLUTION**

**B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

**B2.0** **Mediation**

**B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph 3.1.

**B3.0** **Arbitration**

**B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph 2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the contract.

**B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

**B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

**B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.

**B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

**B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

**B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

**B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

**B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

**B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.