Project Manager: Kevin Chen

Department: Public Works  
Date: 6/6/2016

☐ Attest Only  ☐ Time Sensitive  ■ New Agreement  ☐ Amendment

First Party: JJR Construction Inc.

Title: Menalto & O’Connor Sidewalk Project

Purpose:
The Project includes pedestrian and bicycle improvements at isolated locations on Menalto Avenue, O’Connor Street and seven other street segments within the cities of Menlo Park and East Palo Alto.

Agreement Amount: $354,750  
Begin Date: 6/8/2016  
End Date: Project Completion

Approved Budget: $550,000  
Budgeted YR: 2015-16  
Available Budget: $502,101

710 20101 70096 5601

Required Approval:  ☐ Department  ☐ City Manager  ■ City Council

☐ Language Modifications  ☐ Approved by City Attorney

Summary of Modifications:

Attachments:
■ Two (2) Agreements
■ Staff Report
☐ Prior Agreement/Amendments(s) for reference
■ Other PO and Payment and Performance Bond

Approval:

Supervisor

Department Head

Assistant Director or Manager

City Attorney

Budget/Finance

CC Rev 20160324
CITY OF MENLO PARK
STATE OF CALIFORNIA

AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 15th day of July, 2016, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and ________________, 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 "MENALTO AND O'CONNOR SIDEWALK PROJECT NO. 70-096". Said work shall be done in manner and in accordance with the terms of the Contract as the same is defined in Article 4 herein.

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

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

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

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

ARTICLE 6. It is further expressly agreed by and between the parties hereto that the work shall be completed within Forty-five (45) working days from and after the commencement of said work.

ARTICLE 7. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to
the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 18700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

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

ARTICLE 9. In the event that any term or portion of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term or portion, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 10. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind relating to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

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

CITY OF MENLO PARK
A Municipal Corporation

Alex D. McIntyre
City Manager

ATTEST:

City Clerk, City of Menlo Park

Contractor (name): JJR Construction, Inc

By Carlos Lopez
Title Vice President
NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL

STATE OF CALIFORNIA

COUNTY OF SAN MATEO

On 06/30/16, before me, ALEXIS GARZOTA ROMAN, 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.

ALEXIS GARZOTA ROMAN
COMM. # 2080720
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Sept. 05, 2018

(Seal)
PROPOSAL TO THE CITY COUNCIL EXHIBIT "A"

CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

MENALTO AND O’CONNOR SIDEWALK PROJECT NO. 70-096

NAME OF BIDDER: JIR CONSTRUCTION, INC

BUSINESS ADDRESS: 1120 North Avenue

CITY, STATE, ZIP: San Mateo, Ca 94402

LICENSE NO.: 665645 CLASS: A EXP. DATE: 3/31/17

TAX I.D. NO.: 943171142

DIR REGISTRATION NO.: 1000004118

TELEPHONE NO: (650) 3436109 FAX NO: (650) 3436207

The work for which this Proposal is submitted is for construction in accordance with the Contract Documents, including the Special Provisions, the Agreement, the project Plans described below, and the State of California Department of Transportation Standard Specifications, May 2006 Edition. The Contract Book shall be used in conjunction with the above documents, and the State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates current at the bid opening date.

The project Plans for the work to be done are titled "MENALTO AND O’CONNOR SIDEWALK PROJECT NO. 70-096" and are incorporated in the Special Provisions.

The work to be done includes traffic control, demolition, tree removal, root pruning, landscape restoration, installation of ADA sidewalks and curb ramps, curb and gutter, driveways, storm drain facilities, the installation of sharrow and centerline pavement markings and bike route signs on various roadway segments within the City of Menlo Park and the City of East Palo Alto, and all appurtenant work such that the proposed improvements are in place and ready for use, all as shown on the plans and described in the Specifications with the title indicated in the above paragraph and on file in the office of the Engineering Division. Reference to said plans and Specifications is hereby made for further particulars.

The work under this Contract is to be completed in Forty-five (45) working days.

A Bidder’s Bond, in an amount and of a form described under Paragraph 1 of the Proposal Requirements Section of these Provisions shall accompany this Proposal. The project shall be awarded to the lowest responsible bidder who meets all of the Proposal Requirements, and the requirements of the Contract Documents.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the
total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

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

In case of discrepancy between an item price and total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

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

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, along with Bonds as required in Section 3-2 of these Special Provisions, along with the Certificate of Insurance covering public liability and property damage in the amounts specified in the Agreement portion of these Contractual documents, to the City of Menlo Park within 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 has carefully examined the location of the proposed work, the annexed proposed form of Contractual Agreement, and the Plans and Specifications therein referred to; that he proposes and agrees if this Proposal is accepted, that he will contract with the City of Menlo Park, in the form of the copy of the Contractual Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will accept in full payment therefore the following unit prices, to wit:
PAY ITEM PRICE SCHEDULE

The Bidder shall set forth for each quantified item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item. Failure to provide the required information, or if information provided is subsequently proved false, the Proposal shall be considered as non-responsive and shall be grounds for rejection of the bid.

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

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

PROPOSAL TO THE CITY OF MENLO PARK
PAY ITEM PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section No.</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Item Description</th>
<th>Item Price (In Figures)</th>
<th>Total (In Figures)</th>
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<td>Item Price (In Figures)</td>
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<td>Onsite Bubbler Box per Std. Det. DR-15</td>
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**TOTAL** $354,246

**Notes:**
(S) Specialty Items - As defined in Section 8-1.01, "Subcontracting," of the Standard Specifications.

(Abbreviations: LF=linear feet, SF=square feet, SQ=square yards, CY=cubic yards, TN=tens, LS=lump sum, EA=each)

**BASIS OF BID (Written):** Three hundred fifty four thousand seven hundred forty six only

**Notes:**
1. The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with Section 3-1 of the Special Provisions. All bids will be compared on the basis of the Engineer's Estimate of the Bid quantities of the work to be done. The undersigned declares, by their signature to this Proposal, that the bidder...
has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

2. The City reserves the right to increase or decrease quantities by 25% at the Contract Item Price.

3. The bidder or contractor's attention is directed to Section 9-1.1 regarding payment for work or requirements not specifically included in the Item Price Schedule.

4. The City reserves the right to reject all bids for any reason whatsoever.

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

The undersigned acknowledges receipt of Addendum number 0 through 0 inclusively.

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

CONTRACTOR: JJR CONSTRUCTION, Inc.

SIGNATURE: Carlos Raposo

PRINT NAME: Carlos Raposo

TITLE: Vice President

DATE: 5/23/16