CITY OF MENLO PARK
STATE OF CALIFORNIA

CONTRACTUAL AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 20th day of April, 2018, by and between the City of Menlo Park, a Municipal Corporation, hereinafter referred to as the City, and Alaniz 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 MULTI-YEAR CITYWIDE ASPHALT AND CONCRETE REPAIR SERVICES PROJECT NO. 20-010. Said work shall be done in manner and in accordance with the terms of the Contract as the same is defined in Article 4 herein.

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

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

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

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

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

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

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

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

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

CITY OF MENLO PARK
A Municipal Corporation

Alex D. McIntyre
City Manager

ATTEST:

City Clerk, City of Menlo Park

a) ___________________________

CONTRACTOR (NAME): Rosy R. Alaniz
By ___________________________
Title: CEO
NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL

STATE OF CALIFORNIA  
COUNTY OF Alameda  

On 04/03/2018, before me, Maia Naumova - a Notary Public, personally appeared Roy Rosales Alaniz, 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.

MAIA NAUMOVA  
Notary Public - California  
Alameda County  
Commission # 2211412  
My Comm. Expires Aug 25, 2021

(Seal)
PROPOSAL TO CITY COUNCIL EXHIBIT “A”

CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

MULTI-YEAR CITYWIDE ASPHALT AND CONCRETE REPAIR SERVICES

PROJECT NO. 20-010

NAME OF BIDDER: Alanix Construction, Inc.

BUSINESS ADDRESS: 7160 Stevenson Blvd.

CITY, STATE, ZIP: Fremont, CA 94538

LICENSE NO.: 584021 CLASS: A ; C-12 EXP. DATE: 02/28/2019

TAX I.D. NO.: 94-3101042

DIR REGISTRATION NO.: 1000004404

TELEPHONE NO: (510) 440-5000 FAX NO: (510) 440-5040

EMAIL: Rasy@alanixpaving.com

HOW DID YOU HEAR ABOUT THIS PROJECT?: The City of Menlo Park sent us a bid invite.

The work for which this Proposal is submitted is for construction in accordance with the Contract Documents, including the Special Provisions, the Agreement, 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 work to be done consists, in general, of minor concrete and asphalt repairs. Typical work may include removing and replacing portions of existing concrete sidewalk, curb and gutter, access ramp, driveway, valley gutter, asphalt parking strip, deep-lifting asphalt concrete pavements, decomposed granite, tree root pruning, storm drain repairs, manhole and utility structure cover adjustments, replacement of pavement striping and marking, 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 as specified in the Special Provisions. Reference to said Plans and Specifications is hereby made for further particulars. The City may issue five or more separate task orders throughout the year. Once the contractor is assigned a task they must start working on the project within 30 working days and complete it without any stoppages unless agreed upon by the City.

The term of the contract shall be three (3) years from the date of execution or until total billings...
equal six hundred thousand Dollars ($600,000) whichever comes first.

Accompanying this Bid is a Deposit in the form of (write "Cash", "Cashier's Check", "Certified Check", or "Bid Bond") payable to the City in the amount of ($__________), which is ten percent (10%) of the total maximum contract 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
City Engineer
701 Laurel Street
Menlo Park, CA 94025

To Contractor:
Alaniz Construction, Inc.
7160 Stevenson Blvd.
Fremont, CA 94538
Atn: Rosy R. Alaniz

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 therefor the following price or unit prices as shown in the Pay Item Price Schedule on the following page:

PROJECT NO. 20-010
BID SHEET
FOR
MULTI-YEAR CITYWIDE ASPHALT AND CONCRETE REPAIR SERVICES
PROJECT NO. 20-010

NOTE: THIS IS A CONTRACT WITH A TOTAL VALUE NOT TO EXCEED $600,000

The low bidder is the contractor whose "Overhead and Profit Markup" percent shown below is the lowest.

Overhead and Profit Markup = 24.95%

Notes:
• (Write your "Overhead and Profit Markup" to two (2) decimal places. Any spaces that are left blank will be construed as zeros ("0s").)
• Please see Section 9 of the Standard Specification, as modified by the Special Provisions, for information regarding what is included in "Overhead and Profit Markup."
• 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 AND INFORMATION
The undersigned acknowledges receipt of Addendum number 1 through 1 inclusively. (02/13/2019)

The undersigned acknowledges that the TOTAL overhead and profit markup listed in the bid sheet above represents the proposed Contract amount for all of the work described in the Specifications for this project.
**SUBCONTRACTORS**

DESIGNATION OF SUBCONTRACTORS: Each Bidder shall set forth below the name, business address, telephone number and State of California Contractor's license number, class, and expiration date of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 8-1.01, "Subcontracting", of the Standard Specifications.

Per sections 4100-4114 of the Public Contracts Code, the Bidder shall list the name, California Contractor license number, address and telephone number of each subcontractor to whom the Bidder proposes to subcontract portions of the work in the excess of 0.5% of the total Contract, or $10,000, whichever is greater.

NOTE: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

| 1. | Name: **Harris Striping Services** | Item No(s): **Striping Items** |
|    | Contractor's License No.: **95458P** | Class: **C32** Exp. Date: **06/30/18** |
|    | DIR Registration No.: **1000025620** | |
|    | 110 Redwood Ave. | Tel: **(650) 362-4668** |
|    | Redwood City, CA | |
|    | Dollar Amount & Percent of Total Bid: $ N/A (%) |
|    | Description of portion of work subcontracted: **Striping** |

| 2. | Name: **ANRAK Corporation** | Item No(s): **Grinding** |
|    | Contractor's License No.: **256390** | Class: ____ Exp. Date: ____ |
|    | DIR Registration No.: **1000002952** | |
|    | 5820 Mayhew Rd. | Tel: **(916) 383-5030** |
|    | Sacramento, CA | |
|    | Dollar Amount & Percent of Total Bid: $ N/A (%) |
|    | Description of portion of work subcontracted: **Grinding** |

| 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: | |

PROJECT NO. 20-010
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: _________________________________________________

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: _________________________________________________

PROJECT NO. 20-010
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.

Corporation: Alariz Construction, Inc.
Corporate Members: 1) Rosy R Alariz - CEO/Secr-Treasurer
2) Jesse Alariz - PRES
3) Raul Perez - Vice Pres.

BIDDER'S FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY & EXPERIENCE

THE LOW BIDDER MUST, UPON REQUEST, FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF THREE COMPLETED PROJECTS OF A SCOPE & PRICE SIMILAR TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST THREE PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE DIRECTOR OF PUBLIC WORKS TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

The bidder has been engaged in the contracting business under State License No. 584021 for a period of 28 years and has the following DIR Registration No. 100004704.

The bidder's three most recently completed Contracts are:

1. Title of Project: Golf Course, Ventura & Midtown Parking Lot
   Owner: The City of Palo Alto
   Address: 3 Location in the City of Palo Alto
   Telephone No.: Gloria Yu ph# (660) 617-3148
   Engineer in Charge: Jesse Alariz
   Date Accepted: 12/27/2017

PROJECT NO. 20-010
2. Title of Project: **CALTRANS 04-A5131**
   Owner: **CA Department of Transportation**
   Address: **Manzanita Park & Ride near Mill Valley**
   Telephone No.: **Steve Russel ph #: (510) 474-6297**
   Engineer in Charge: **Jesse Alaniz**
   Date Accepted: **12/20/2014**

3. Title of Project: **City of El Cerrito**
   Owner: **The City of El Cerrito**
   Address: **Various Locations**
   Telephone No.: **Gerardo Avila ph #: (925) 890-9796**
   Engineer in Charge: **Jesse Alaniz**
   Date Accepted: **04/30/2014**

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

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Northern Bank</strong></td>
<td>2175 N California Blvd. Ste 301</td>
</tr>
<tr>
<td></td>
<td>Walnut Creek, CA 94596</td>
</tr>
</tbody>
</table>

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

1) **Merchants Bonding Co.**
   Address: **6100 Westown Pwy, West Des Moines, IA 50266-7454**

2) **Financial Pacific Ins. Co.**
   Address: **3880 Atherton Rd., Rocklin, CA 95765**

PROJECT NO. 20-010
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Alaniz Construction, Inc., proposed subcontractor Harms Striping Services & ANRAK Corp hereby certifies that he has V, has not, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

I declare under penalty of perjury that the foregoing information is true and correct.

Dated: 02/19/2018, 20.

Bidder's Signature

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED BY THE BIDDER EITHER WITH THE BID PROPOSAL AT THE TIME OF THE BID OPENING OR BY THE SUCCESSFUL BIDDER, WITHIN 4 WORKING DAYS FOLLOWING THE BID OPENING.

PROJECT NO. 20-010
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

YES \(\times\) 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.

PROJECT NO. 20-010
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.

Alaniz Construction, Inc.
by Rosy R. Alaniz - CEO

SIGNED BY REPRESENTATIVE OF BIDDER
AFFIDAVIT OF NONCOLLUSION

TITLE 23, UNITED STATES CODE, SECTION 112 NONCOLLUSION AND PUBLIC CONTRACT CODE SECTION 7106

In accordance with Title 23, United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract on anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Statement, Questionnaire, and Non-collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire and Non-collusion Affidavit.

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

AFFIDAVIT OF NON-COLLUSION

State of California

County of ________________________

"I, ________________________, 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 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 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."

_________________________________________

Notary Public

_________________________________________

Subscribed and sworn to before me this ______________ day of ______________________, 20__

_________________________________________

Notary Public in and for the County of ________________ STATE OF CALIFORNIA

PROJECT NO. 20-010
NON-COLLUSION AFFIDAVIT
Public Bid Code § 7106

TO BE EXECUTED BY CONTRACTOR BIDDER

STATE OF CALIFORNIA

COUNTY OF Alameda ) ss.

__________________________
Rosy Rosales Alaniz

__________________________

being first duly sworn

deposes and says that he or she is _______________________

of ____________________________

the Contractor 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 proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix its proposal or the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal or the Bid price, or of that of any other Bidder, or to secure any advantage against the District of anyone interested in the proposed Bid; that all statements contained in its proposal and Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her proposal or the 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 proposal or Bid.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Non-collusion Affidavit is true and correct.

Date: _____________________

02/20/2018

Proper Name of Contractor: ____________________________

Alaniz Construction, Inc.

Signature: ____________________________

Rosy Rosales Alaniz

Print Name: ____________________________

CEO

Title: ____________________________

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT
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 ______________________________________

On ____________________ before me, ____________________________
(insert name and title of the officer)

__________________________________________________________

personally appeared ________________________________________,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________
Signature (Seal)
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: 02/09/2018

(Type or print name)

Signature of Bidder

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

7160 Stevenson Blvd.
Fremont, CA 94538

Business Phone: (510) 440-5000
Fax No.: (510) 440-5040

PROJECT NO. 20-010
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. This addendum modifies the contract documents as described in this addendum, Section I, "Modification of Contract Documents;" and responds to questions that were submitted (up through February 8, 2018, 2:00 pm – Pacific Time) as described in this addendum, Section II, "Questions and Answers."

Section I – Modification of Contract Documents

The following shall modify the Contract Documents, and the work shall be accomplished in accordance with such modifications.

1. CHANGE OF BID OPENING DATE: The Bid opening date and time for the Multi-Year Citywide Asphalt and Concrete Repair Services Project NO. 20-010 has been changed. The opening has been rescheduled for 2:00 PM, Wednesday, February 21, 2018 at the City of Menlo Park, Administration Building, 701 Laurel Street, Menlo Park, CA, 94025.

2. ON PAGE 75 OF THE SPECIFICATIONS: In Section 4, “Scope of Work,” ADD the following:

   "4-5 PAYMENT
   "The following provision shall apply, as a basis, for “Unit Price” “Base Cost” projects as defined in Section 9-1.012A, “Base Cost.” Payment for conforming to the provisions in this section shall be considered as included in the prices paid for the various other items of work, and no additional compensation shall be allowed therefor."

3. ON PAGE 82 OF THE SPECIFICATIONS: In Section 5, “Control of Work,” ADD the following:

   "5-14 PAYMENT
   "The following provision shall apply, as a basis, for “Unit Price” “Base Cost” projects as defined in Section 9-1.012A, “Base Cost.” Payment for conforming to the provisions in this section shall be considered as included in the prices paid for the various other items of work, and no additional compensation shall be allowed therefor."
4. ON PAGE 83 OF THE SPECIFICATIONS: In Section 6, "Control of Materials," ADD the following:

"6-3 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for conforming to the provisions in this section shall be considered as included in the prices paid for the various other items of work, and no additional compensation shall be allowed therefor."

5. ON PAGE 100 OF THE SPECIFICATIONS: In Section ADD the following to Page 100, "Section 7."

"7-18 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for conforming to the provisions in this section shall be deemed included in the prices paid for the various other items of work, and no additional compensation will be allowed therefor."

6. ON PAGE 105 OF THE SPECIFICATIONS: In Section 8, "Prosecution and Progress of the Work," ADD the following:

"8-12 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for conforming to the provisions in this section shall be deemed included in the prices paid for the various other items of work, and no additional compensation will be allowed therefor."

7. ON PAGE 106 OF THE SPECIFICATIONS: In Section 9-1.02B, Estimated Base Cost," DELETE the third paragraph, and REPLACE with the following:

"Section 9-1.03, "Force Account Payment," of the Standard Specifications, as modified by these Special Provisions shall be used by the Contractor to prepare an estimated Base Cost for Lump Sum projects; and for payment of a Time & Materials project. The measurement and payment sections outlined in the Standard Specifications, as modified by these Special Provisions shall be used as a basis by the Contractor for Unit Price projects."

8. ON PAGE 109 OF THE SPECIFICATIONS: In Section 9-1.2, "Other Required Documentation for Payment," DELETE the second to last paragraph that starts with "When special forces are required,..."

9. ON PAGE 110 OF THE SPECIFICATIONS: In Section 9-6.2, "Retained Amounts," DELETE the section in its entirety, and REPLACE with the following:

"9-6.2 RETAINED AMOUNTS
Once the Engineer has checked and verified the accuracy of each payment application, he shall reduce the application amount by five percent (5%) and the balance shall be authorized
by the Engineer to be paid to the Contractor. The reduction shall be retained by the City until the work is complete and accepted by the City Council and the Contractor has provided the required Maintenance Bond.

"In lieu of the City simply retaining portions of each application amount, the Contractor can request, and the Engineer may agree to, a substitution of securities or payment into an escrow account, as outlined in Section 9-1.065, "Payment of Withheld Funds" of the Standard Specifications."

10. ON PAGE 113 OF THE SPECIFICATIONS: In Section 10-1, "General," ADD the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for conforming to the provisions in this section shall be deemed included in the prices paid for the various other items of work, and no additional compensation will be allowed therefor."

11. ON PAGE 114 OF THE SPECIFICATIONS: In Section 11, "Mobilization," ADD the following:

"11-3 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work involved in mobilization, complete in place, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Mobilization - Per Lump Sum"

12. ON PAGE 117 OF THE SPECIFICATIONS: In Section 12, "Construction Area Traffic Control," ADD the following:

"12-6 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for traffic control shall include full compensation for furnishing all notifications, labor, materials, tools, equipment, and incidentals; for performing all the work involved in traffic control, complete in place, including providing a traffic control plan, and placing, maintaining, and replacing temporary traffic control devices and providing flag personnel as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Traffic Control - Per Lump Sum"
13. **ON PAGE 120 OF THE SPECIFICATIONS:** In Section 13-1, "Construction Waste Management," **ADD** the following:

"13-1.5 PAYMENT

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for construction waste management shall include full compensation for performing all the work and incidentals necessary to complete the work related to construction waste management, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Construction Waste Management - Per Lump Sum"

14. **ON PAGE 120 OF THE SPECIFICATIONS:** In Section 13-2, "Site Clean-up," **ADD** the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for cleaning-up and restoring project areas shall be deemed included in the prices paid for the various other items of work, and no additional compensation will be allowed therefor."

15. **ON PAGE 121 OF THE SPECIFICATIONS:** In Section 14, "Water Pollution Control," **ADD** the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for doing all work involved in water pollution prevention shall be deemed included in the prices paid for the various other items of work, and no additional compensation will be allowed therefore."

16. **ON PAGE 122 OF THE SPECIFICATIONS:** In Section 15-2.1, "Traffic Stripes and Pavement Markings," **ADD** the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for removing or protecting traffic stripes and pavement markings shall be deemed included in the prices paid for the various other items of work, and no additional compensation will be allowed therefor."

17. **ON PAGE 123 OF THE SPECIFICATIONS:** In Section 15-2.2, "Frames, Covers, Grates, and Manholes, Monument Covers," **ADD** the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for raising frames, covers, grates, boxes, monument covers and manholes to finished grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work involved in raising frames, covers, grates and manholes to finished grade, complete in place,
as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Raising Frames, Covers, Grates, Boxes, Monument Covers, and Manholes" - Per Each

18. **ON PAGE 124 OF THE SPECIFICATIONS:** In Section 15-2.3, "Speed Bump Reconstruction," **DELETE** the section in its entirety, and **REPLACE** the following:

"Existing speed bumps, including speed humps and speed tables shall be preserved and protected from damage as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Speed tables (with special texture surfacing) shall be protected from equipment damage or contamination by oil, asphalt, dirt, or other foreign matter directly or indirectly due to the paving or resurfacing operations.

"Speed bumps, speed humps, and or speed tables to be reconstructed under this project shall be installed no more than three (3) calendar days after finishing the asphalt concrete top course of the street, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for reconstructing speed bumps, speed humps, and speed tables shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work involved in reconstructing speed bumps as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Reconstructing Speed Bumps, Speed Humps, and Speed Tables" - Per Each

19. **ON PAGE 127 OF THE SPECIFICATIONS:** In Section 15-3.3, "Disposal," **ADD** the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for removing and disposing concrete spoils materials, including any base materials removed, root pruning and Arborist supervision, for performing all the work involved in removing concrete shall be deemed included in the price paid for the various other items of work, and no additional compensation will be allowed therefor."
20. ON PAGE 128 OF THE SPECIFICATIONS: In Section 15, "Removing Asphalt Concrete Pavement – (Roadway Milling & Disposal-Excavation)," **ADD** the following:

"15-5.5 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for full width milling and disposal (cold milling) shall include full compensation for furnishing all labor, materials (including off-haul and proper disposal of the cold milled asphalt concrete) and embedded materials (including the possible presence of non-recyclable material such as Petromat and or pavement fabric), tools, equipment, and incidentals, and for performing all the work related to full width milling (asphalt concrete removal) as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Full Width Milling and Disposal (Cold Milling) - Per Cubic Yard"

21. ON PAGE 131 OF THE SPECIFICATIONS: In Section 16-2, "Preservation of Trees," **ADD** the following:

"The following provisions shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost."

Payment to repair root subgrade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in the work, including root pruning, aggregate base installation, asphalt concrete layer(s), Arborist supervision, disposal of all spoils as indicated in the Standard Specification, these Special Provisions, and as directed by the Engineer.

"Payment for tree trimming shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for performing all the work involved in tree care and preservation, stump removal, limb pruning, foliage trimming, proper pruning of trees, and Arborist supervision, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Root Subgrade Repair - Per Square Feet"

"Tree Trimming - Per Each"
22. **ON PAGE 135 OF THE SPECIFICATIONS:** In Section 19-2, "General Grading," **ADD** the following:

"19-2.9 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for conforming to the provisions in this section shall be deemed included in the prices paid for the various other items of work, and no additional compensation shall be allowed therefor."

23. **ON PAGE 137 OF THE SPECIFICATIONS:** In Section 19-3, "Structure Excavation and Backfill," **ADD** the following:

"19-3.8 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for conforming to the provisions in this section shall be deemed included in the prices paid for the various other items of work, and no additional compensation shall be allowed therefor."

24. **ON PAGE 138 OF THE SPECIFICATIONS:** In Section 19-5, "Compaction," **ADD** the following:

"19-5.6 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for conforming to the provisions in this section shall be deemed included in the prices paid for the various other items of work, and no additional compensation shall be allowed therefor."

25. **ON PAGE 140 OF THE SPECIFICATIONS:** In Section 26, "Aggregate Base," **ADD** the following:

"26-4 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for aggregate base course shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work required, for installation of aggregate base, including compaction, complete in place, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Aggregate Base Course - Per Cubic Yard"
26. **ON PAGE 143 OF THE SPECIFICATIONS:** In Section 39-4.2A, "Subgrade and Bas Reconstruction (Root/Subgrade and Base Reconstruction)," **ADD** the following:

"39-4.2A.1 PAYMENT

"The following provisions shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost."

Payment for repairing root/subgrade and base shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; involved in the work, including root pruning and Arborist supervision, root subgrade repair and installation of asphalt, hauling spoils, concrete, complete in place, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment for base reconstruction shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; involved in the work, including removing and disposal of spoils, complete in place, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Root/Subgrade Repair - Per Square Feet

"Base Reconstruction - Per Cubic Yard"

27. **ON PAGE 144 OF THE SPECIFICATIONS:** In Section 39-4.3, "Pavement Spot Repairs," **ADD** the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for pavement spot repairs (Asphalt Concrete (AC) Dig-Outs) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work involved in installation of asphalt concrete complete in place as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Pavement Spot Repairs - Per Square Feet

Asphalt Concrete (AC) Dig-Outs"

28. **ON PAGE 145 OF THE SPECIFICATIONS:** In Section, 39-4.4.3, "Milling Operations," **ADD** the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for full width milling and disposal (cold milling) shall include full compensation for furnishing all labor, materials (including off-haul and proper disposal of the cold milled asphalt concrete) and embedded materials (including the possible presence of non-recyclable material such as Petromat and or pavement fabric),
tools, equipment, and incidentals; for performing all the work related to full width milling (asphalt concrete removal) including placement and removal of any necessary temporary cutback ramping, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Full Width Milling and Disposal (Cold Milling) - Per Cubic Yard"

29. ON PAGE 148 OF THE SPECIFICATIONS: In Section 39-4.6A, "Paint Binder (Tack Coat)," ADD the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for placing paint binder and tack coat shall be deemed included in the prices paid for the various other items of work, and no additional compensation shall be allowed therefor."

30. ON PAGE 148 OF THE SPECIFICATIONS: In Section 39-6, "Spreading and Compacting," ADD the following:

"39-6.4 Measurement and Payment
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Areas of hot mix asphalt that can not be quantified by a truckload, shall be measured based on actual volume of compacted material on the basis of 148 pounds per cubic foot. Payment for placing hot mix asphalt course paving shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work required, for installation of asphalt concrete, complete in place, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Hot Mix Asphalt Paving - Per Ton"

31. ON PAGE 150 OF THE SPECIFICATIONS: In Section 30-7.6, "Speed Bumps, Speed Humps, and Speed Tables," DELETE the section in its entirety.

32. ON PAGE 150 OF THE SPECIFICATIONS: In Section 39-8, "Measurement and Payment," DELETE the last paragraph.

33. ON PAGE 153 OF THE SPECIFICATIONS: In Section 51, "Concrete Structures," ADD the following:

"51-4 PAYMENT
The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for modifying drainage inlet shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for
performing all the work involved in the installation of drainage inlet modification, complete in place, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Drainage Inlet Modification  -  Per Each"

34. **ON PAGE 154 OF THE SPECIFICATIONS:** In Section 73-2, "Subgrade Preparation," **ADD** the following:

"73-2.3 PAYMENT

The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for preparing subgrade for sidewalks, curbs, and gutters shall be deemed included in the prices paid for the various other items of work, and no additional compensation shall be allowed therefor."

35. **ON PAGE 155 OF THE SPECIFICATIONS:** In Section 73-3, "Existing Gutters, Curbs and Sidewalks," **ADD** the following:

"73-3A PAYMENT

The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for cutting or removing existing gutters, curbs, or sidewalks shall be deemed included in the prices paid for the various other items of work, and no additional compensation shall be allowed therefor."

36. **ON PAGE 156 OF THE SPECIFICATIONS:** In Section 73-7.1, "Monolithic Curb and Gutter and Rolled Curbs," **ADD** the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for installing monolithic curb and gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; and for performing all the work involved in installation of new or replacement monolithic curb and gutter, including removal of existing material, complete in place, as indicated in the Standard Specification, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Monolithic Curb and Gutter  -  Per Linear Foot"

38. **ON PAGE 156 OF THE SPECIFICATIONS:** In Section 73-7.2, "Valley Gutter and Spandrels at Street Crossings," **ADD** the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for installing valley gutter and valley
gutter spandrels at street crossings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work involved in installation of new or replacement P.C.C. valley gutter per City Standard Detail CG-11, including removal of existing material, complete in place, as indicated in the Standard Specifications, these Special Provisions and as directed by the Engineer.

*Payment will be made under:

*Valley Gutter at Street Crossings - Per Linear Foot

*Valley Gutter Spandrels - Per Square Feet*

39. ON PAGE 157 OF THE SPECIFICATIONS: In Section 73-7.3, "Valley Gutters," ADD the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for installing valley gutters shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work involved in installation of new or replacement P.C.C. valley gutter, including removal of existing material, complete in place, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

*Payment will be made under:

*Valley Gutter - Per Linear Foot*

40. ON PAGE 157 OF THE SPECIFICATIONS: In Section 73-7.4, "Valley Gutters with Retaining Curb," ADD the following:

"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for installing valley gutters with retaining curb shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work involved in installation of new or existing P.C.C. Valley Gutter with Retaining Curb, including removal of existing material, complete in place, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

*Payment will be made under:

*Valley Gutters with Retaining Curb - Per Linear Foot*
ON PAGE 160 OF THE SPECIFICATIONS: In Section 84, "Traffic Stripes and Payment Markings," ADD the following:

"84-3 PAYMENT
"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for installing traffic stripes and pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work involved in installation of traffic stripes and pavement markings, including removal of existing conflicting markings outside of resurfacing areas, establishing alignment for stripes, layout work and traffic control, complete in place, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Traffic Stripes and Pavement Markings - Per Lump Sum"

ON PAGE 161 OF THE SPECIFICATIONS: In Section 85, "Pavement Markers," ADD the following:

"85-3 PAYMENT
"The following provision shall apply, as a basis, for "Unit Price" "Base Cost" projects as defined in Section 9-1.012A, "Base Cost." Payment for installing pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for performing all the work involved in installation of pavement markers, including establishing alignment, layout work and traffic control, complete in place, as indicated in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

"Payment will be made under:

"Pavement Markers - Per Lump Sum"

Section II – Questions and Answers

Q1. Just wanting to verify that the labor surcharge as shown on the daily t&m report (page 178) is considered as part of the direct costs.

A1. In accordance with Section 9-1.02B, "Estimated Base Cost," as modified under Item #5, in Section I, "Modification of Contract Documents" of this Addendum; the Contractor shall be paid for Time & Material projects in accordance with Sections 9-1.03 "Force Account Payment" of the Standard Specifications, and as modified by the project Special Provisions. Per Section 9-1.03A(1), "Labor," of the Standard Specifications, the cost of labor, whether the employer is the Contractor, subcontractor, or other forces; will be the sum of the actual wages and an added labor surcharge as set forth in 9-1.03A(1b), "Labor Surcharge."
Q2. There is a subcontractor listing form for the bid; however, without knowing what work will be completed as part of this project it's difficult to know what, if any, subcontractors will be used. For instance, depending on how much and what type of striping to be done, we may do this in house or subcontract it.

⇒ A2. As described in Section 4, "Scope of Work," under Section 4-1, "General," the City has ongoing demand for concrete work, sidewalk, curb and gutter repair and asphalt work at various sites throughout the City; and is seeking to establish a multi-year citywide contract for concrete and asphalt repair work (series of individual projects) resulting from damages as they arise. Furthermore, as described in the Proposal to City Council Exhibit "A," the City may issue five or more separate projects throughout the year, and the term of contract shall be three (3) years, and a total billings of six hundred thousand dollars ($600,000).

Q3. Page 113 of the spec says to get 3 prices for work to be performed by special forces. If we list someone for a subtrade how are we to deal with this?


Q4. Will subcontractors be subject to the same markup as our bid markup?

⇒ A4. See answers to Question 1 and 5 in Section II, "Questions and Answers" of this Addendum.

Q5. Will the markup for subcontractors be in addition to our markup?

⇒ A5. In accordance with Section 9-1.02D, "Calculate an Payment of Overhead and Profit," of the project Special Provisions, the three paragraphs after the first paragraph of Section 9-1.03A Work Performed by Contractor," of the Standard Specifications; including the provisions that allow for an additional markup of five percent be added to subcontracting work, shall be deleted.

Q6. Will the markup for subcontractors be in addition to our markup? If our markup as bid is 30%, does the subcontractor get 30% markup and then we markup our subcontractor 30%?

⇒ A6. In accordance with Section 9-1.02C, "Overhead and Profit," the Contractor's overhead and profit for a project is determined by multiplying the agreed on project Base Cost by the Contractor Overhead and Profit Markup set forth on the Contractor Bid Sheet. Also see answers to Question 1 and 5 in Section II, "Questions and Answers" of this Addendum.
Q7. I have a question regarding the title of the project. It says "Multi-Year", so is this proposal for more than a year or within 12 months of services?

➔ A7. See answer to Question 2 Section II, "Questions and Answers" of this Addendum.

Approved By:

Azalea Mitch, City Engineer

Acknowledgement (signature required below):

BIDDER'S SIGNATURE

Rasy R. Alaniz

BIDDER'S NAME

CEO

BIDDER'S TITLE

Alaniz Construction, Inc.

COMPANY

02/20/2018
RESPONSE SHEETS

Please answer the following questions and sign the Qualification Statement certification for MULTI-YEAR CITYWIDE ASPHALT AND CONCRETE REPAIR SERVICES PROJECT:

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

1. Contractor possesses or will possess a valid and current State of California Contractor's license.
   ☑ Yes      ☐ No

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

3. 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

4. Contractor has completed at least two (2) projects doing similar work as outlined by section 4-1 General of these special provisions for a Public Agency in the State of California in the last five (5) years.
   ☑ Yes      ☐ No

5. 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
   [See attached]

6. Is the Contractor committing the proposed Project Manager and Field Superintendent/Foreman, to be assigned to this project for the entire three (3) year term.
   ☑ Yes      ☐ No

7. Has your organization been in business in California as a contractor under your present business name and license number for a minimum of ten years?
   ☑ Yes      ☐ No

8. Safety. Has the Contractor maintained an Experience Modification Rate (EMR) of 1.25 or less, on each of the last 3 (three) years?
   ☑ Yes      ☐ No

9. Compliance with Ethical Standards. Has the Contractor read Exhibit "A" and executed and attached Exhibit "B"?
   ☑ Yes      ☐ No

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PROJECT NO. 20-010
Contractor will be immediately disqualified if the answer to any of questions 10 through 24 is "Yes".

10. Has your contractor's license been revoked at any time in the last five years?
   □ Yes  ☐ No

11. 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  ☐ No

12. At the time of submitting this qualification form, 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 either Labor Code section 1777.1 or Labor Code section 1777.7?
   □ Yes  ☐ No

13. 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  ☐ No

14. Has any California State Licensing Board license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
   □ Yes  ☐ No

15. Was your firm in bankruptcy at any time during the last five years?
   □ Yes  ☐ No

16. 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

17. 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

18. 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

19. Been unable to obtain a bond or been denied a bond for a contract?
   □ Yes  ☐ No

20. Defaulted on a contract forcing a surety to suffer a loss?
   □ Yes  ☐ No
21. Failed to complete a project within the authorized contract time?
   □ Yes □ No

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

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

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

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 ____________________________
Typed or Printed Name and Title Rosy B Alanix - CEO
Firm Name Alanix Construction, Inc.
Address 4160 Stevenson Blvd
Fremont, CA 94538
Telephone Number (510) 440-5000 Fax Number (510) 440-5040
QS Contact Email Address: Rosy@alanixpaving.com

Attachments:
• Exhibit A: Ethical Standards for Contractors
• Exhibit B: Affidavit of Compliance with Ethical Standards for Contractors
• Resumes of Project Manager, On-Site General Field Superintendent (if different), and other key personnel
EXHIBIT "A"

ETHICAL STANDARDS FOR CONTRACTORS

1. Owner may, at its sole discretion, terminate any contract with Contractor if any of the following occurs:

   A. If Contractor does any of the following:
      i. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
      ii. Is convicted of a crime punishable as a felony involving dishonesty;
      iii. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or (3) performing a public contract or subcontract;
      iv. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of an Owner contractor or subcontractor; or
      v. Made (or makes) any false statement(s) or representation(s) with respect to the contract; or

   B. If fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual’s performance of duties for or on behalf of Contractor, with Contractor’s knowledge, approval or acquiescence, Contractor’s acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

2. Owner may also terminate any contract with Contractor if any one or more of the following occurs:

   A. If Contractor becomes "insolvent";

   B. If Owner determines that Contractor no longer has the financial capability or business experience including, without limitation, loss of personnel deemed essential by Owner to perform successfully the terms of, or operate under, any contract with Owner; or

   C. If Owner determines that Contractor fails to submit information, or submits false information.

D.

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

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

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

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

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

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

1. I am ______________________ [insert title or capacity] of ____________________________________________ [insert entity name] ("Bidder").

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

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

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

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

______________________________
Name of Firm

______________________________
Signature

______________________________
Title

END OF EXHIBIT B
OVERVIEW

President * Estimator * Project Manager  
Since 1989

Over 30+ of experience supervising/managing broad spectrum commercial, residential and government projects ranging from $100,000 to multi million dollars. Strong background in leading all phases of asphalt & concrete application. Advanced understanding of customer needs with diligent attention to detailed results in customer service and high levels of client satisfaction.

AREAS OF EXPERTISE

Estimating & Negotiating contracts  
Project Management & Execution  
Diverse Marketing/Industry Knowledge  
Budget Planning & Forecasting  
Operations & Logistics  
Quality & Performance Improvements  
Workflow Optimization  
Safety Control & Management

LICENSES

A- General Engineering Contractor  | Lic.#587021 A. C12 |

MOST RECENT MAJOR PROJECT HISTORY

Project Name: Harvest Park Middle School  
Location: 4900 Valley Ave. Pleasanton, CA  
Owner: Pleasanton Unified School District  
Owner Contact: Mike Bowers; Phone: (408) 879-0600
Work Description: Asphalt re-paving, Grading
Contract Amount: $ 232,795.00

Project Name: Don Castro Parking Lot Repairs
Location: 22400 Woodrow Ave., Hayward, CA
Owner: East Bay Regional Department of Parks & Recreation
Owner Contact: Joseph Murdach; Phone: (510) 544-3072
Work Description: AC Grind, haul off, install 1/2' AC, install AC curb, sealcoating & striping, crack sealing.
Contract Amount: $ 325,000.00

Project Name: City of El Cerrito
Location: Various Locations
Owner: City of El Cerrito
Owner Contact: Gerardo Avila; Phone: (925) 890-9796
Work Description: Asphalt repairing, striping, slurry sealcoating
Contract Amount: $ 506, 501.00

Project Name: CALTRANS 04-OP2004
Location: From Rt.580 to Rt. 880
Owner: CA Department of Transportation
Owner Contact: Rui Zhang; Phone: (510) 670-7834
Work Description: Compact existing base-rock, Apply tack oil along the perimeter, Place and compact average 3” of ½ Medium of Hot-mix Asphalt.
Contract Amount: $ 1,250,000.00

Project Name: Golf Course, Ventura, and Midtown Parking Lot Project
Location: Palo Alto, CA
Owner: City of Palo Alto
Owner Contact: Gloria Yu; Phone: (650) 617-3148
Work Description: Asphalt overlay, AC berm replace, Replacing curb ramps, Striping
Contract Amount: $ 568,886.00

Project Name: CALTRANS 04-A5131
Location: Manzanita Park & Ride near Mill Valley
Owner: CA Department of Transportation
Owner Contact: Steve Russel; Phone: (510) 774-6297
Work Description: AC Concrete paving, Hot-mix Asphalt overlay, Striping
Contract Amount: $ 242,424.00