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

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND GOLDEN BAY CONSTRUCTION

THIS 1st AMENDMENT ("Amendment") is made and entered into this 1st day of July, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and GOLDEN BAY CONSTRUCTION, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 24. Term of Agreement of Contract No. 1916 ("Agreement"), Term of Agreement [amendment to section] to read as follows:

   "This Agreement shall remain in effect for the period of July 1, 2017 through June 30, 2018 unless extended, amended, or terminated in writing by CITY."

Except as modified by this Amendment, all other terms and conditions of Contract No. 1916 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FIRST PARTY:

Signature
Johnny Zanette
Name
94-2918512
Tax ID, #

6/13/17
Date
President
Title

APPROVED AS TO FORM:

William L. McClure, City Attorney

6/20/17
Date

CITY OF MENLO PARK:

Signature

6/20/17
Date

CHARLES TAYLOR
Name

ACTING CITY MANAGER
Title

6/30/17
Date

ATTEST:

Jellen Herende
DEPUTY
City Clerk, City of Menlo Park

CC Rev 20160726
EXHIBIT "A"
PROPOSAL TO THE CITY COUNCIL

CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

MULTI-YEAR CITYWIDE SIDEWALK REPAIR PROGRAM
PROJECT NO. 20-011

NAME OF BIDDER: Golden Bay Construction, Inc.  

BUSINESS ADDRESS: 3826 Depot Road

CITY, STATE, ZIP: Hayward, CA 94545

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

TAX I.D. NO.: 94-2918512

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

EMAIL: johnny@gbayinc.com

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

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

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

If this Proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two bonds in the sums required by Section 3 of the Special Provisions with surety satisfactory to the City of Menlo Park within 10 business days, not including legal holidays, after the Bidder has received notice from the City that the Contract has been awarded, the City may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void. If the City declares the Proposal as null and void, the forfeiture of the Bid Deposit accompanying this Proposal shall operate and the same shall become the property of the City.

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

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

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

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

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that they have carefully examined the location of the proposed work, the attached proposed form of Agreement, and the Plans and other Contract Documents therein referred to; and the undersigned proposes and agrees that, if this Proposal is accepted, they will contract with the City of Menlo Park, in the form of the Agreement attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and they will take in full payment therefore the amounts shown on the following Pay Item Price Schedule:
## PAY ITEM PRICE SCHEDULE

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

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

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

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

### Bid Items:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Seq. No.</th>
<th>Description</th>
<th>Units</th>
<th>Estimated Quantity</th>
<th>Item Price per Unit of Quantity (in words)</th>
<th>Item Price per Unit (in figures)</th>
<th>Total (In figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11</td>
<td>MOBILIZATION</td>
<td>EA</td>
<td>10</td>
<td>One thousand nine hundred ninety one dollars</td>
<td>$1,991.00</td>
<td>$19,910.00</td>
</tr>
<tr>
<td>2</td>
<td>12</td>
<td>TRAFFIC CONTROL</td>
<td>EA</td>
<td>10</td>
<td>Four hundred twenty dollars</td>
<td>$420.00</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>3</td>
<td>13</td>
<td>WASTE MANAGEMENT</td>
<td>EA</td>
<td>10</td>
<td>One hundred dollars</td>
<td>$100.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>4</td>
<td>15</td>
<td>SAW CUTTING &amp; DEMOLITION</td>
<td>SF</td>
<td>850</td>
<td>Three dollars and fifty cents</td>
<td>$3.50</td>
<td>$2,975.00</td>
</tr>
<tr>
<td>5</td>
<td>15</td>
<td>UTILITY BOXVAULT ADJUSTMENT</td>
<td>EA</td>
<td>3</td>
<td>Two hundred twenty five dollars</td>
<td>$225.00</td>
<td>$675.00</td>
</tr>
<tr>
<td>6</td>
<td>16</td>
<td>ROOT REMOVAL AND BASE RECONSTRUCTION</td>
<td>EA</td>
<td>10</td>
<td>Seven hundred ninety one dollars</td>
<td>$791.00</td>
<td>$7,910.00</td>
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<tr>
<td>7</td>
<td>39</td>
<td>4 INCH THICK AC PAVEMENT</td>
<td>SQ FT</td>
<td>500</td>
<td>Thirty two dollars</td>
<td>$31.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>8</td>
<td>73</td>
<td>4 INCH THICK CONCRETE SIDEWALK</td>
<td>SQ FT</td>
<td>250</td>
<td>Thirty eight dollars</td>
<td>$38.00</td>
<td>$9,500.00</td>
</tr>
<tr>
<td>9</td>
<td>73</td>
<td>6 INCH THICK CONCRETE SIDEWALK</td>
<td>SQ FT</td>
<td>100</td>
<td>Thirty nine dollars</td>
<td>$39.00</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>10</td>
<td>73</td>
<td>VERTICAL CURB AND GUTTER (VCG)</td>
<td>LF</td>
<td>50</td>
<td>Ninety three dollars</td>
<td>$93.00</td>
<td>$4,650.00</td>
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<tr>
<td>11</td>
<td>73</td>
<td>ROLLED CURB AND GUTTER (RCG)</td>
<td>LF</td>
<td>50</td>
<td>Ninety three dollars</td>
<td>$93.00</td>
<td>$4,650.00</td>
</tr>
<tr>
<td>12</td>
<td>73</td>
<td>SIDEWALK RAMP</td>
<td>EA</td>
<td>2</td>
<td>Six thousand four hundred ninety seven dollars</td>
<td>$4,497.00</td>
<td>$12,994.00</td>
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<tr>
<td>13</td>
<td>73</td>
<td>VALLEY GUTTER IN ROADWAY</td>
<td>SF</td>
<td>75</td>
<td>forty six dollars $46.00 $3,450.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>73</td>
<td>CONCRETE VALLEY GUTTER</td>
<td>LF</td>
<td>25</td>
<td>one hundred and eight dollars $108.00 $2,760.00</td>
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<tr>
<td>TOTAL</td>
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<td></td>
<td></td>
<td></td>
<td>(in words) ninety four thousand five hundred and fourteen dollars $94,514.00</td>
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</tbody>
</table>

Notes:

- The Contract will be compared and awarded based on the Total Bid for the sample project provided which represents a typical on-call project that would be performed under this contract.
- The City reserves the right to reject all bids for any reason whatsoever.
- The estimate of construction quantities set forth herein is based on a hypothetical project at ten locations, typical of the on-call work that is expected under this contract. The quantities and Total Bid amount is being used as a basis for the comparison of bids only. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the quantity of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with the Special Provisions.
- The City reserves the right to increase or decrease quantities as deemed necessary.

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 ACKNOWLEDGMENT**

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

**SIGNATURE OF CONTRACTOR'S REPRESENTATIVE:**

**TITLE:** President

**PRINT NAME:** Johnny Zanette

**TITLE:** President

**DATE:** 10/27/15