Project Manager: Michael Zimmermann | Department: Public Works | Date: 5/3/2017

- Time Sensitive
- New Agreement
- Attest Only
- Amendment

First Party: Los Loza Landscaping | Type of Agreement: Construction

Agreement or Project Title: Nealon Park Field Improvements Project

Purpose:
This Project involves replacing the irrigation system so that the sports field is irrigated more uniformly and replacing the turf with a stronger, more resilient and drought tolerant variety. The existing natural turf outfield will be removed, the irrigation system will be demolished, the soil will be amended and re-graded, a new irrigation system will be installed, followed by the installation of approximately 45,000 square feet of new sod turf.

Agreement Amount:
- Construction Contract $169,970
- Contingency $25,500
- $195,470

Begin Date: 5/3/2017 | End Date: Project Completion

Approved Budget: $250,000 | Budgeted YR: 2015-16 | Available Budget: $248,636

Account/Funding:
- 851 20101 25-048 5601

Required Approval:
- Department
- City Manager
- City Council

Language Modifications: Approved by City Attorney

Summary of Modifications:

Attachments:
- Two (2) Copies of Agreement
- Staff Report 17-100-CC
- Prior Agreement/Amendments(s) for reference
- PO/Check Req

Approval:

Supervisor

Department Head

City Attorney

Routing: Department, City Clerk, City Attorney, Finance, (City Manager), City Clerk, Department
CONTRACTUAL AGREEMENT

THIS AGREEMENT, made, executed, and entered into this [N] day of
May, 2017, by and between the City of Menlo Park a Municipal Corporation, hereinafter
referred to as the City, and Los Loza Landscaping, 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 "NEALON PARK
FIELD IMPROVEMENTS PROJECT NO. 25-048-2". 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
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 sixty (60) 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 (Chap. 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

[Signature]
Alex D. McIntyre
City Manager

ATTEST:

[Signature]
Deputy
City Clerk, City of Menlo Park

5/19/17

CONTRACTOR (NAME): Loa Loa Landscaping

By [Signature]
Title Owner

[Signature]
NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL

STATE OF CALIFORNIA \{ ss. \}
COUNTY OF Alameda \{ ss. \}

On 5/9/2017, before me, Prentice Yu, a Notary Public, personally appeared Joyce Loza, 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.

\[Seal\]
PROPOSAL TO CITY COUNCIL EXHIBIT “A”

CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

NEALON PARK FIELD IMPROVEMENTS
PROJECT NO. 25-048-2

NAME OF BIDDER: LOS LOZA LANDSCAPING

BUSINESS ADDRESS: 810 HAMPTON RD

CITY, STATE, ZIP: HAYWARD, CA 94541

LICENSE NO.: 985575 CLASS: C27 EXP. DATE: 07/31/2017

TAX I.D. NO.: 02-0720871

DIR REGISTRATION NO.: 100009602

TELEPHONE NO: (510) 520-2657 FAX NO: (510) 481-2447

EMAIL: loslozalandscape@yahoo.com

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 NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2 and are incorporated in the Special Provisions.

The work to be done consists of furnishing and installation of new sod and irrigation system including demolition of the existing sod and irrigation system, modifications to the existing automatic irrigation system, grading, soil preparation, and other incidentals as necessary to complete the work as shown on the Plans and as specified in the Special Provisions.

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 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 the following unit prices, to wit:

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NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2

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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
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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SP-11</td>
<td>1</td>
<td>LS</td>
<td>Bonding and Mobilization</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>2</td>
<td>SP 7-4.2</td>
<td>1</td>
<td>LS</td>
<td>Storm Water Pollution Prevention</td>
<td>$4,550.00</td>
<td>$4,550.00</td>
</tr>
<tr>
<td>3</td>
<td>02 41 00</td>
<td>1</td>
<td>LS</td>
<td>Demolition</td>
<td>$21,650.00</td>
<td>$21,650.00</td>
</tr>
<tr>
<td>4</td>
<td>32 01 90</td>
<td>1</td>
<td>LS</td>
<td>Landscape Maintenance</td>
<td>$4,750.00</td>
<td>$4,750.00</td>
</tr>
<tr>
<td>5</td>
<td>32 80 00</td>
<td>1</td>
<td>LS</td>
<td>Irrigation</td>
<td>$34,600.00</td>
<td>$34,600.00</td>
</tr>
<tr>
<td>6</td>
<td>32 93 00</td>
<td>45,200</td>
<td>SF</td>
<td>Turf From Sod</td>
<td>$1.50</td>
<td>$67,800.00</td>
</tr>
<tr>
<td>7</td>
<td>32 91 13</td>
<td>1</td>
<td>LS</td>
<td>Landscape Soil Preparation</td>
<td>$29,120.00</td>
<td>$29,120.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$169,970.00</td>
<td></td>
</tr>
</tbody>
</table>

Notes: (F) Final Pay Quantities - See Section 9-1.015, "Final Pay Items," of the Standard Specifications.
(S) Specialty Items - As defined in Section 8-1.01, "Subcontracting," of the Standard Specifications.

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

BASIS OF BID (Written): ONE HUNDRED SIXTY NINE THOUSAND NINE HUNDRED SEVENTY

Notes:
1. The estimate of construction quantities set forth herein is approximate only, being given as a basis for the

NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2
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 AND INFORMATION**

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

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

| CONTRACTOR: | LOS LOZA LANDSCAPING |
| SIGNATURE: | Jorge Loza |
| PRINT NAME: | Jorge Loza |
| TITLE: | OWNER |
| DATE: | 04/24/2017 |

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NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2
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.

JORGE LOZA

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. 585575 for a period of 4 years and has the following DIR Registration No. 100009602.

The bidder's three most recently completed Contracts are:

1. **Title of Project:** Byxbee Park Hills Interim Park Concepts
   **Owner:** City of Palo Alto
   **Address:** 2375 Embarcadero Rd Palo Alto, CA 94303
   **Telephone No.:** 650-329-2634
   **Engineer in Charge:** Oasis Associates
   **Date Accepted:** 06/07/2016
2. **Title of Project:** Community Garden irrigation

   **Owner:** City of Palo Alto

   **Address:** 1213 Newell Rd Palo Alto, CA 94303

   **Telephone No.:** 650-329-2634

   **Engineer in Charge:** Peter Jensen

   **Date Accepted:** 12/22/2015

3. **Title of Project:** Mission Bay Park

   **Owner:** City of San Francisco

   **Address:** Mariposa and 16th St San Francisco, CA

   **Telephone No.:** 415-285-5000

   **Engineer in Charge:** Phylis Black

   **Date Accepted:** 2015

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>
</table>
| Chase        | 3449 Castro Valley Blvd  
   Castro Valley, CA 94546 |

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

<table>
<thead>
<tr>
<th>Company:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classic plan Premium Colony Insurance Company</td>
<td>PO Box 23111 Pleasant Hill, CA 94523</td>
</tr>
</tbody>
</table>
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 ________  NO X ________

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

WORKERS COMPENSATION REQUIREMENT

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

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

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

Signed by Representative of Bidder

[Signature]

NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2
AFFIDAVIT OF NON-COLLUSION

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION 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 ________________________

________________________________________
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 
24 day of __________, 2017

________________________________________
Notary Public in and for the County of __________, STATE OF CALIFORNIA

NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2
A Notary Public or other officer completing this certificate verifies only that the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of the document.

CALIFORNIA JURAT

State of California

County of Alameda

Subscribed and sworn to (or affirmed) on this 24 day of April, 2017, before me, Prentice Yu, Notary Public

personally appeared Jorge Loza

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this Jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled for the purpose of

Affidavit of Non-collusion for bid to Nealon Park Field Improvements

containing 28 pages, and dated 4/24/2017

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

☐ Form(s) of Identification
☐ Credible witness(es)

Notary event is detailed in notary journal on:

Page # 39 Entry # 4

Notary Contact: Prentice Yu, Notary Public (510) 781-0300.
DEBARTMENT 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):

[X] 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;

[X] Does not have a proposed debarment pending; and

[X] 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: 04/24/2017 (Type or print name)
Jorge Loza
Signature of Bidder

Business Address (Street Address, City, State & Zip Code):
810 Hampton Rd Hayward, CA 94541

Business Phone: (510) 520-2657
Fax No.: (510) 481-2447

NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2
CITY OF MENLO PARK
AFFIRMATIVE ACTION PROGRAM

(Bidders shall submit completed Compliance Report & Ethnic Characteristics Report with their bids or within 48 hours after the bid opening if bidder is the lowest or second lowest bidder).

Please find attached a set of forms to be completed in response to the City of Menlo Park’s Affirmative Action Program. A copy of Resolution No. 2340, which sets out the Affirmative Action Program and suggested Guidelines, is available at the Office of the Engineering Services Manager. Included in each set are the following:

1. Compliance Report, which requires the bidder to answer certain questions on the status of his/her company concerning equal employment opportunities.

2. Ethnic make-up of the bidder’s firm is also required. These forms are to be filled out for two separate situations and are to be submitted with the Compliance Report. One form is for the racial make-up of the company; and the other is for the estimated racial make-up of the workforce on the proposed job.

The following documents should be submitted to the City Clerk by the date indicated in the Notice Inviting Sealed Bids:

Minority Employment Program:

a) A Compliance Report.

b) A copy of the bidder’s statement outlining the company’s policy of equal opportunity employment and the steps taken to implement this policy, including or accompanied by a certificate of non-discrimination (your company form).


If there are any questions regarding the Compliance Report, please call the Engineering Division at (650) 330-6740.
CITY OF MENLO PARK

COMPLIANCE REPORT

Nondiscriminatory Employment Provisions

Prime Contractor and each subcontractor must complete this report. Submit original of this report to: Engineering Division, 701 Laurel Street, Menlo Park, CA 94025

PROJECT: Nealon Park Field Improvements project No. 25-048-2

NAME OF FIRM: Los Loza landscape  PHONE: 510-520-2657

NAME OF PERSON TO CONTACT: Jorge Loza  PHONE: 510-520-2657

Check One: Prime Contractor X Subcontractor

COMPLETE THE FOLLOWING:

Part I

1. Full name and address of firm: Los Loza Landscaping
   810 Hampton Rd
   Hayward, CA 94541

2. Name and address of principal official:
   Jorge Loza
   810 Hampton Rd
   Hayward, CA 94541

3. Name and address of principal office of company:
   Los Loza Landscaping
   810 Hampton Rd
   Hayward, CA 94541

4. Name and address of parent company if an affiliated corporation:

5. Name and address of prime Contractor: (complete only if this report is a subcontractor's report)
   Jorge Loza
   810 Hampton Rd
   Hayward, CA 94541

6. Signature and title of authorized representative:
   [Signature]
   [Title]

   Date: 04/24/2017

NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2
Part II

Attach a statement of your company’s policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry, and describe what steps have been taken to implement this policy.

Part III (Circle the proper answer)

1. Yes No Have you informed company officials and representatives regarding the non-discrimination provisions of City of Menlo Park Contracts?

2. Yes No Have you examined your company’s practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of a practice or employment pattern that might appear to be discriminatory and based upon race, religion or national origin? Are they non-discriminatory?

3. Yes No Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees?
   a. _______ How many people participate in these programs?
   b. _______ How many are minorities?

4. Yes No Does your “Help Wanted” advertisement state that you are an equal opportunity employer?

5. Yes No Are any apprentices obtained from sources outside the employer’s work force? If yes, have you circulated information about apprenticeship openings or opportunities to the following?
   Yes No State employment offices.
   Yes No Newspapers or other media.
   Yes No High schools, including those in minority group areas.
   Yes No Local trade or vocational schools, including those with minority group students.
   Yes No Agencies and/or organization specializing in minority employment.
   Yes No Federal or state apprenticeship representative.
   Who?
   ____________________________________________________________
   Others ______________________________________________________

6. Yes No If you are a prime Contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the non-discrimination provisions of City of Menlo Park contracts? Explain: 2

7. Yes No Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin?

8. Identify (names and addresses) the employment agencies, personnel recruitment organizations, newspaper advertising or other non-union sources from which the company recruits its personnel:  

28

NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2
Part IV

1. Yes \[\text{No}\] Have you a collective bargaining agreement with a labor union or other organization? If yes, specify the union(s) or organization(s).

2. Yes \[\text{No}\] Have you advised the labor union and/or worker organization of the company's responsibility under the non-discrimination provisions of City contracts?

3. \[\text{0}\] % Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions? Explain procedure for hiring balance:

4. Yes \[\text{No}\] Does the company's collective bargaining agreement or other Contract understanding with a labor union (or unions) or other worker's organization include a provision for non-discrimination in employment?

5. Yes \[\text{No}\] Is there any labor union or worker's organization policy which prevents you from fulfilling your obligations under the non-discrimination provisions of City Contracts? If so, specify:

6. Specify the trade(s) or craft(s) involved in this Contract:
   - Irrigation and landscaping

7. Use this space for additional comments on any answers you have provided and attach separate sheet if necessary.
## ETHNIC CHARACTERISTICS REPORT
(To Be Submitted with Original Bid)

**PERMANENT MAKE-UP OF COMPANY**

**NAME OF FIRM:** Los Loza Landscaping  
**PROJECT:** Nealon Park Field Improvements - No. 25-048-2  
**DATE SUBMITTED:** 04/24/2017  
**NAME OF PERSON SUBMITTING FORM:** Jorge Loza

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis (__) for each classification.

<table>
<thead>
<tr>
<th>JOB CLASSIFICATION</th>
<th>Total of All Employees</th>
<th>American-Indian or Native Alaskan</th>
<th>Asian</th>
<th>Black American or African American</th>
<th>Caucasian</th>
<th>Filipino</th>
<th>Hispanic or Latino (1)</th>
<th>Other (2)</th>
<th>Unidentified</th>
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<td>1. Officials &amp; Managers</td>
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<td>3. Clerical &amp; Office</td>
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<td>4. Field Supervisor</td>
<td>Jorge Loza</td>
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<td>b) Pipefitter</td>
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<td>7. TOTAL - Items 1 thru 6</td>
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The data below should also be included in the figures for the appropriate occupational categories above.

| On-the-job Training | White Collar | | | | | | | |
|                     | Production | | | | | | | |

The term Hispanic includes all persons of Mexican, Puerto Rican, Cuban, or Spanish origin. Report only employees enrolled in formal on-the-job training programs.
Note: Bidders may use this form as the Bid Bond to accompany proposals or may substitute standardized bond forms prepared by their surety. If substitute forms are submitted, the following text shall be included.

KNOW ALL PERSONS BY THESE PRESENTS, that we, Los Loza Landscaping, as Principal, and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Menlo Park, hereinafter called “City”, in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal dated April 26th, 2017, for the NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2.

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the Contract and shall within the period specified in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms are presented to him/her for signature, enter in a written Contract with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such Contract and give such City bonds, within the time specified, if the Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney’s fee to be fixed by the court.
IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 20th day of April, 2017, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Los Loza Landscaping, Inc.

(Corporate Seal)

Principal
By: __________________________

Title: __________________________

(Acknowledgment)

American Contractors Indemnity Company

Surety
By: __________________________

Attorneys-in-fact

Title: __________________________

NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-046-2
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 Calaveras

On April 20, 2017 before me, K. B. Simon, Notary Public
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt 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)
POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURERY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, are Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Joel Y. Quirtof Valley Springs, California,

its true and lawful Attorney(s) in fact, in their respective capacity of more than one, named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include alter, amendments and consents of surety, providing the bond penalty does not exceed $3,000,000.00.

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies:

Do hereby order that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any of more than one person as Attorney(s) in fact to receive and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the company, to execute, acknowledge and deliver, any and all bonds, recognizances, assignments, agreements, and other documents or contracts of suretyship, or any and of all of the terms and conditions of any and all bonds, recognizances, assignments, agreements, and other documents or contracts of suretyship, and all acts and things incidental thereto, or any and all bonds, recognizances, assignments, agreements, and other documents or contracts of suretyship, to any person, firm or corporation, and any and all powers and authorities with respect to the same shall be and hereby are vested in and conferred upon the Attorney-in-Fact for the purpose of executing, acknowledging and delivering the same and all acts and things incidental thereto.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

[Signatures and seals of corporate officers]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of April, 2017.

[Signature and corporate seals]
BIDDER'S QUALIFICATION STATEMENT

All Prospective Bidders must submit the Qualification Statement (QS) herewith in a separately sealed envelope, along with the Bid Package.

Qualifications Statement Requirements: Prospective Bidders shall submit all information and forms specified in the Qualifications Statement, including the Response Sheets, Exhibits "A" and "B" and Contractor to add resumes for key personnel. Failure to provide the required responsibility information as indicated herewith shall constitute grounds for rejection of the QS.

Review of the Qualifications Statement: All information submitted for qualification evaluation will be considered official information acquired in confidence and the City will maintain its confidentiality to the extent permitted by law.

The City and/or its designee will review and evaluate the information contained in each Prospective Bidder's QS within 5 days and notify Prospective Bidders, whether their QS is found responsive and responsible for this project. The sole and discretionary judgment of the City and/or its designee will determine if a Prospective Bidder is deemed responsible and responsive.

Protesting a Disqualification: Prospective Bidders who are disqualified for this project, may submit a protest to the City. This protest must be submitted in writing and must provide a basis or grounds for the protest. This written protest must be received by the City within 5 days of the date the City issues a disqualification notification.
RESPONSE SHEETS

Please answer the following questions and sign the Qualification Statement certification for NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2 Project:

Contractor will be immediately disqualified if the answer to any of questions 1 through 10 is “No.”

1. Contractor possesses or will possess a valid and current State of California Contractor’s Class “A” 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 2 (two) potable water supply pump station projects for a Public Agency in the State of California, with a construction value of $1.5 million or more in the last 5 years.
   □ Yes   □ No

5. Contractor’s Project Manager has a minimum of 10 years of construction experience managing similar building & water system projects, and has managed the construction of at least two potable water pump stations, each with a minimum construction value of $1.5 million. Please attach a copy of a resume of the proposed Project Manager, detailing the water pump station project descriptions, project responsibilities & relevant experience and project owner references including current contact information.
   □ Yes   □ No

6. Contractor’s Field Superintendent/Foreman has a minimum of 10 years of construction experience constructing similar building & water pipeline system projects, and has construction experience of at least two potable water pump stations, each with a minimum construction value of $1.5 million. Please attach a copy of a resume of the proposed Field Supervisor/Foreman, detailing the water pump station project descriptions, project responsibilities & relevant experience and project owner references including current contact information.
   □ Yes   □ No

7. Is the Contractor committing the proposed Project Manager and Field Superintendent/Foreman, to be assigned to this project for the entire construction, start-up and close-out of the project?
   □ Yes   □ No

8. 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?

NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2
9. **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

10. **Compliance with Ethical Standards.** Has the Contractor read Exhibit "A" and executed and attached Exhibit "B"?

☐ Yes ☐ No

Contractor will be immediately disqualified if the answer to any of questions 11 through 25 is "Yes".

11. Has your contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No

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

☐ Yes ☐ No

13. 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

14. 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

15. 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

16. Was your firm in bankruptcy at any time during the last five years?

☐ Yes ☐ No

17. 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

18. 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

19. 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

20. Been unable to obtain a bond or been denied a bond for a contract?

☐ Yes ☐ No

21. Defaulted on a contract forcing a surety to suffer a loss?

☐ Yes ☐ No

22. Failed to complete a project within the authorized contract time?

☐ Yes ☐ No

23. Had any mediation or arbitration on a contract initiated by the owner/public agency?

☐ Yes ☐ No

24. Has the Contractor been fined, penalized or otherwise found to have violated any State or Federal fair employment provision or law?

☐ Yes ☐ No

25. 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 Jorge Loza - Owner

Firm Name Los Loza Landscaping

Address 810 Hampton Rd Hayward, CA 94541

Telephone Number 510-520-2657 Fax Number 510-481-2447

QS Contact Email Address: loslozalandscape@yahoo.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
MEMORANDUM

Date: 4/7/2017
To: Potential Bidders
From: Michael Zimmermann, Senior Civil Engineer
Re: ADDENDUM No. 1 – NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2

BIDS DUE: WEDNESDAY, April 26, 2016 @ 2:00 PM.

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

1. Page 38
   BIDDERS QUALIFICATION RESPONSE STATEMENT – RESPONSE SHEETS,
   Revise Question #1 to read “Contractor possesses or will possess a valid and current State of California Contractor's Class “A” or C-27 license.”

2. Page 38:
   BIDDERS QUALIFICATION RESPONSE STATEMENT – RESPONSE SHEETS,
   Delete Question #4

3. Page 38:
   BIDDERS QUALIFICATION RESPONSE STATEMENT – RESPONSE SHEETS,
   Delete Question #5.

4. Page 38:
   BIDDERS QUALIFICATION RESPONSE STATEMENT – RESPONSE SHEETS,
   Delete Question #6

5. Page 38:
   BIDDERS QUALIFICATION RESPONSE STATEMENT – RESPONSE SHEETS,
   Revise Question #8 to read “Has your organization been in business in California as a contractor under your present business name and license for a minimum of 40 years 5 years?”

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

Azalea Mitch, City Engineer
Re: ADDENDUM No. 1 – NEALON PARK FIELD IMPROVEMENTS PROJECT
NO. 25-048-2

This acknowledgement form (your signature below)

CONTRACTOR: JORGE 207A - 207 207A LANDSCAPING

SIGNATURE OF BIDDER: Jorge jorge

DATE: 04/24/19
MEMORANDUM

Date: 4/10/2017
To: Potential Bidders
From: Michael Zimmermann, Senior Civil Engineer
Re: ADDENDUM No. 2 - NEALON PARK FIELD IMPROVEMENTS PROJECT NO. 25-048-2

BIDS DUE: WEDNESDAY, April 26, 2016 @ 2:00 PM.

Addendum No. 2 for the above project consists of the following:

1. Page 26
   AFFIRMATIVE ACTION PROGRAM, Revise Direction to Bidders at top of page to read “(Bidders shall submit completed Compliance Report & Ethnic Characteristics Report with their bids or within 48 hours after the bid opening if bidder is the lowest or second-lowest bidder)”

2. Page 40-1:
   Insert the attached EXHIBIT A: Ethical Standards for Contractors after page 40.

3. Page 40-2:
   Insert the attached EXHIBIT B: Affidavit of Compliance with Ethical Standards for Contractors after page 40-1. Sign and return with the bid.

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

Azalea Mitch, City Engineer

This acknowledgement form (your signature below)

CONTRACTOR: ________________________________

SIGNATURE OF BIDDER: ________________________________

DATE: ________________________________
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.

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 E. 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 E 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.

LOS ANGELES LANDSCAPING

Name of Firm

Jorge Anza

Signature

OWNER

Title