

CITY OF MENLO PARK
STATE OF CALIFORNIA



AGREEMENT

THIS AGREEMENT, made, executed, and entered into this 9th day of November, 2016, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and J.J.R. Construction, 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 "SANTA CRUZ AVENUE SIDEWALK PROJECT". 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 Assistant Director of Public Works of the City of Menlo Park as to the interpretation of said Contract shall be final and binding on the parties hereto.

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

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

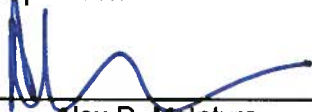
ARTICLE 7. Waivers of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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

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

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

CITY OF MENLO PARK
A Municipal Corporation



Alex D. McIntyre
City Manager

OK


ATTEST:



City Clerk, City of Menlo Park

CONTRACTOR (Name): JJR CONSTRUCTION, Inc

By: Carol Rosen

Title: Vice President

EXHIBIT "A"
PROPOSAL TO THE CITY COUNCIL



CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

SANTA CRUZ AVENUE SIDEWALK PROJECT

PROJECT NO. 20-045

NAME OF BIDDER: J.T.R. CONSTRUCTION, Inc.

BUSINESS ADDRESS: 1120 Ninth Avenue

CITY, STATE, ZIP: SAN MATEO, CA 94402

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

TAX I.D. NO.: 94-3171142

DIR REGISTRATION NO.: 1000004118

TELEPHONE NO: (650) 343-6109 FAX NO: (650) 343-6207

EMAIL ADDRESS: CARLOS@JJRCONSTRUCTION.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 Project Plans for the work to be done are entitled MENLO PARK SANTA CRUZ AVENUE SIDEWALK PROJECT and are on file in the office of the Assistant Director of Public Works. They are hereby incorporated into the Contract Documents.

WORK DESCRIPTION. The work to be done consists, in general, of installing new sidewalks on both sides of Santa Cruz Avenue from Johnson Street to Olive Avenue and constructing a storm drainage system along the northwesterly side of Santa Cruz Avenue. The work consists of a base bid to remove existing valley gutter and asphalt sections and constructing new curb and gutters, sidewalks, curb ramps, manhole and utility structure cover adjustments; installation of new drainage system and modification of drainage pipe and structures; replacement of pavement striping and marking; and other incidentals as necessary to complete the work as shown on the Plans and as specified in the Special Provisions. A bid alternate is also included to install an empty conduit and pull boxes.

The work is to be completed within 150 working days.

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% of BID "Bidders Bond" (\$ 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 Director of Public Works
701 Laurel Street
Menlo Park, CA 94025

To Contractor:

J.J.R. CONSTRUCTION, INC
CARLOS RAPOSO
1120 NINTH AVENUE
SAN MATEO, CA 94402

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 of the Special Provisions regarding payment for work or requirements not specifically included in the Pay Item Price Schedule.

1. Base Bid Items:

Item No.	Sec. No.	Description	Units	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
Base Bid Items							
1	11, 15.1	Mobilization	LS	1	One hundred thirty one thousand five hundred only	\$ 131,500.00	\$ 131,500.00
2	4,12	Traffic Control	LS	1	Two hundred five thousand only	\$ 205,000.00	\$ 205,000.00
3	13	Waste Management	LS	1	Twenty five thousand only	\$ 25,000.00	\$ 25,000.00
4	7.42a, 14	Water Pollution Control	LS	1	Twenty five thousand only	\$ 25,000.00	\$ 25,000.00
5	15	Demolition	LS	1	five hundred eighty thousand, seven hundred seventy five only	\$ 580,775.00	\$ 580,775.00
6	15	Utility Cover/ Monument Adjustment	EA	40	four hundred only	\$ 400.00	\$ 16,000.00
7	15	Sanitary Sewer Manhole Adjustment	EA	10	five hundred only	\$ 500.00	\$ 5,000.00
8	15	Water Valve Adjustment	EA	20	four hundred only	\$ 400.00	\$ 8,000.00
9	15	Water Meter Adjustment	EA	21	Three hundred only	300.00	6300.00
10	15	Relocate Property Items	LS	1	forty thousand only	\$ 40,000.00	\$ 40,000.00
11	16	Clear and Grub	LS	1	Sixty thousand only	\$ 60,000.00	\$ 60,000.00
12	20	Mulch	CY	400	one hundred thirty only	\$ 130.00	\$ 52,000.00
13	37	Microsurfacing	SY	19,780	Three and 70/100	\$ 3.70	\$ 73,186.00
14	39	Asphalt Concrete	TON	780	Two hundred seventy	\$ 270.00	\$ 210,600.00

Base Bid Items							
Item No.	Sec. No.	Description	Units	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
15	39	2" Grind and Overlay	TON	540	Two hundred fifteen only	\$ 215.00	\$ 116,100.00
16	51	Storm Drain Manhole	EA	10	Six Thousand five hundred only	\$ 6500.00	\$ 65000.00
17	51	Storm Drain Inlet	EA	43	five Thous and only	\$ 5000.00	\$ 215,000.00
18	51	Oversized Storm Drain Inlet	EA	2	nin e thousand five hundred only	\$ 9500.00	\$ 19,000.00
19	51	Oversized Storm Drain Manhole		1	Nine Thousand five hundred only	\$ 9500.00	\$ 9500.00
20	56	New Sign	EA	50	Three hundred fifteen only	\$ 315.00	\$ 15,750.00
21	64	Property Storm Drain Inlet and Lateral	EA	31	Three Thousand only	\$ 3000.00	\$ 93000.00
22	65	12" RCP Storm Drain	LF	2,450	one hundred eighty five only	\$ 185.00	\$ 453,250.00
23	73	Thickened Sidewalk	SF	13,500	eleven and 25/100	\$ 11.25	\$ 151,875.00
24	73	Sidewalk	SF	10,800	eight and 75/100	\$ 8.75	\$ 94,500.00
25	73	Curb and Gutter	LF	6,600	Thirty Three and 25/100	\$ 33.25	\$ 219,450.00
26	73	ADA Ramps	EA	31	Two Thousand five hundred fifty only	\$ 2550.00	\$ 79,050.00
27	73	Driveway	SF	8,810	thirteen and 50/100	\$ 13.50	\$ 118,935.00
28	84	Thermoplastic Pavement Markings	SF	5,900	three and 50/100	\$ 3.50	\$ 20,650.00
29	84	Green Bike Blocks	SF	2,050	eleven only	\$ 11.00	\$ 22,550.00
30	84	Detail 27B Stripe	LF	4,875	.45/100	\$.45	\$ 2,193.75
31	84	Detail 39 Stripe	LF	4,875	.61/100	\$.61	\$ 2,973.75
32	84	Detail 39A Stripe	LF	450	.61/100	\$.61	\$ 274.50
33	84	6" White Stripe	LF	200	one and .65/100	\$ 1.65	\$ 330.00
34	84, 85	Detail 32 Stripe	LF	5,460	one and 80/100	\$ 1.10	\$ 6,006.00
35	85	Blue Pavement Marker	EA	20	Twenty Seven and 50/100	\$ 27.50	\$ 550.00

Base Bid Items							
Item No.	Sec. No.	Description	Units	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
36	86	Rectangular Rapid Flashing Beacon	EA	3	02 Twenty Seven Thousand only	02 27,000.00	02 81,000.00
BASE BID TOTAL:				(in words)	Three Million, Two hundred Twenty five Thousand, Two hundred ninety nine only	(in figures)	02 3,225,299.00

2. Alternate Bid Items:

Alternate Bid Items							
Item No.	Sec. No.	Description	Units	Estimate d Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
1	86	3" CONDUIT	LF	5,000	Twenty Two only	\$ 22.00	\$ 110,000.00
2	86	CONDUIT #6 PULLBOX	EA	18	four hundred fifty only	\$ 450.00	\$ 8100.00
ALTERNATE BID TOTAL:				(in words)	one hundred Eighteen Thousand only	(in figures)	\$ 118,100.00

TOTAL BID: (Base Bid + Alternate Bid)				(in words)	Three million Three hundred forty Three Thousand Three hundred ninety nine only	(in figures)	\$ 3,343,399.00
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Notes:

- The Contract will be compared and awarded on the basis of the Total Bid (Base Bid + Alternate Bid) price. The City reserves the right to remove, fully or in part, the Alternate Bid from the contract at its own discretion.
- The City reserves the right to reject all bids for any reason whatsoever.
- The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with 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: Carlos Reposo

TITLE: Vice President

PRINT NAME: Carlos Reposo

TITLE: Vice President

DATE: 10/17/16

PROPOSAL - SIGNATURES PAGE

The undersigned, representing J-J-R CONSTRUCTION, Inc, hereby certifies that the information presented on the preceding pages is a true and correct Bid for the project identified as the:

"SANTA CRUZ AVENUE SIDEWALK PROJECT"

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

SIGNATURE OF COMPANY REPRESENTATIVE: Carlos Raposo

NAME OF COMPANY REPRESENTATIVE: Carlos Raposo

TITLE OF COMPANY REPRESENTATIVE: Vice President

DATE EXECUTED: 10/12/16



MEMORANDUM

Date: 10/4/2016
To: Potential Bidders
From: Mike Zimmermann, Senior Civil Engineer
Re: ADDENDUM #1 - SANTA CRUZ AVENUE SIDEWALK PROJECT

BIDS DUE: WEDNESDAY, OCTOBER 12, 2016 @ 2:00 PM.

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

1. Page 8: EXPERIENCE AND FINANCIAL QUALIFICATIONS In the first paragraph, the second sentence has been revised as follows: In order to bid on this project, the contractor must have completed at least three similar projects of at least ~~\$2 Million~~ \$1.5 Million within the last 7 years.
2. Page 48: 3-1 AWARD OF CONTRACT In the second paragraph, the first sentence is changed as follows: Bid protests are to be submitted in writing within three working days after of bid opening, failure to protest a bid within three working days after of bid opening will be grounds for rejecting the protest and no further action by the City will be required. Added this sentence: Only a general contractor who has submitted a timely bid can submit a bid protest, all other bid protests will be rejected.
3. Page 70: 8-1 SUBCONTRACTING The third bulleted paragraph and first sentence of Section 8-1.01 of the Standard Specifications is modified as follows; The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 25 ~~50~~ percent...

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.

Ruben Nino, Assistant Public Works Director

This acknowledgement form (your signature below)

CONTRACTOR: J.J.R. Construction, Inc

SIGNATURE OF BIDDER: Carla Repose I.P.

DATE: 10/16/16