

2017



CITY OF MENLO PARK  
STATE OF CALIFORNIA

**AGREEMENT**

THIS AGREEMENT, made, executed, and entered into this 13 day of December, 2016, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and Sabre Communications Corporation, 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 **"POLICE/PUBLIC WORKS ANTENNA REPLACEMENT 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



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Alex D. McIntyre  
City Manager

*OK*  
*am*

ATTEST:



City Clerk, City of Menlo Park

CONTRACTOR (Name):



By:

Mike Coghlan

Title:

Vice President of Sales & Marketing

**NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL FOR THE CONTRACTOR**

IOWA

STATE OF ~~CALIFORNIA~~ }  
 } ss.  
COUNTY OF Woodbury }

On Dec. 13, 2016, before me, Jalynn K. Martinson a Notary Public, personally

appeared Mike Coghlan, 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 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.

WITNESS my hand and official seal.

(Seal)



Jalynn K. Martinson  
Notary Public

EXHIBIT "A"  
PROPOSAL TO THE CITY COUNCIL



CITY OF MENLO PARK  
STATE OF CALIFORNIA

FOR

POLICE/ PUBLIC WORKS ANTENNA REPLACEMENT  
PROJECT PROJECT NO. 10-001

NAME OF BIDDER: Sabre Communicatons Corporation

BUSINESS ADDRESS: 7101 Southbridge Drive

CITY, STATE, ZIP: Sloux City, IA 51111

LICENSE NO.: 906267 CLASS: C51 & C8 EXP. DATE: 6/30/2017

TAX I.D. NO.: 42-1078988

TELEPHONE NO: ( 712 ) 224-1642 FAX NO: ( 712 ) 279-0814

EMAIL: amvanroekel@sabreindustries.com DIR License No. 1000005671

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

The work to be done consists in providing a turnkey solution for the design, manufacture and installation of a 120 feet high self-supporting monopole communication antenna structure, auxiliary antennas, coaxial cables, associated hardware and construction of the concrete foundation. The work will also include providing all necessary building plans, shop plans, design calculations, soils report amendment as needed to obtain permits (City will pay for building permit) and meeting the current California Building Standards Code and all applicable national, trades and industry codes and specified requirements. Additionally, manage the shipping and site delivery of the monopole antenna, decommissioning and removal of an existing tower antenna at the site including its foundation and doing all necessary appurtenant work in place and ready to use, all as described in these project specifications.

The work is to be completed within one-hundred and forty (140) 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 amount (\$ \_\_\_\_\_), 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

### 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.

**1. Bid Items:**

Item No.	Description	Units	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
<b>Bid Items</b>						
1	Procure and provide the structural engineering design services, plans, structural calculations, for 120 feet high self-supporting monopole antenna and attached antennas including its pier foundation and soils report (if needed)..	1	LS	Six Thousand Three Hundred Forty-Four	\$ 6,344.00	\$ 6,344.00
2	Manage and apply to obtain approval for the Building permit and any other needed permits (City Engineering Division pays for Building permit fees).	1	LS	Two Thousand Seventy-Six	\$ 2,076.00	\$ 2,076.00
3	Manufacture and supply the 120 feet high monopole antenna, all attachments in accordance with these specifications and approved permits.	1	LS	Thirty Thousand Seven Hundred Nine	\$ 30,709.00	\$ 30,709.00
4	Manage transportation and delivery of monopole antenna, whip antennas, coaxial cabling and all equipment to site	1	LS	Five Thousand Five Hundred Twenty Two	\$ 5,522.00	\$ 5,522.00
5	Decommissioning, removal and proper disposal away from site of existing 40-foot high lattice antenna and foundation (if not needed for re-use).	1	LS	Eighteen Thousand Six Hundred Eighty Five	\$ 18,685.00	\$ 18,685.00
6	Construction management, excavation, drilling, dirt removal, for installing new reinforced concrete pier foundation including all	1	LS	Twenty Four Thousand Four Hundred Fifty Eight	\$ 24,485.00	\$ 24,485.00

	necessary engineering oversight and special inspections.					
7	Manage and perform the erection and installation of monopole communication antenna tower, whip antennas, attachments, coaxial cables and installation of grounding system.	1	LS	Forty Five Thousand Two Hundred Sixty Five	\$ 45,265.00	\$ 45,265.00
8	Final engineering inspection, testing and approval of correct functioning of antenna, site clean-up and restoration, submission of project closeout documents and project sign-off.	1	LS		\$ Included	\$ Included
<b>BID TOTAL:</b>		(in words) One Hundred Thirty Three Thousand Fifty Nine Dollars and No Cents			(in figures) <del>\$ 133,059.00</del>	

New Bid Total  
\$133,086

*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:** Vice President of Sales & Marketing

**PRINT NAME:** Mike Coghlan

**TITLE:** Vice President of Sales & Marketing

**DATE:** 11/12/2016