

1980



CITY OF MENLO PARK  
STATE OF CALIFORNIA

**AGREEMENT**

THIS AGREEMENT, made, executed, and entered into this 12 day of October, 2016, by and between the City of Menlo Park a Municipal Corporation, hereinafter referred to as the City, and Golden Bay Construction, Inc., hereinafter referred to as the Contractor.

WITNESSETH

ARTICLE 1. That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees at its own cost and expense to do all the work and furnish all materials necessary to complete in a good workmanlike and substantial manner all that certain work involved and concerned with the **"SANTA CRUZ STREET CAFÉ PROJECT: BISTRO VIDA, HARVEST, LEFT BANK LOCATIONS"**. 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 City Engineer 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.

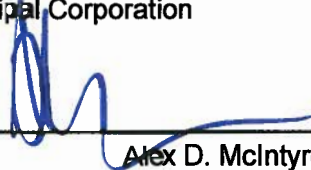
ARTICLE 7. Waivers of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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.

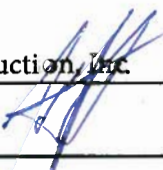
CITY OF MENLO PARK  
A Municipal Corporation

  
\_\_\_\_\_  
Alex D. McIntyre  
City Manager

ATTEST:

  
\_\_\_\_\_  
City Clerk, City of Menlo Park

CONTRACTOR (Name): Golden Bay Construction, Inc.

By:   
\_\_\_\_\_  
Title: Johnny Zanette - President

**NOTARIAL ACKNOWLEDGMENT OF PRINCIPAL FOR THE CONTRACTOR**

STATE OF CALIFORNIA                            }  
  } ss.  
COUNTY OF \_\_\_\_\_ }  
  }

On \_\_\_\_\_, before me, \_\_\_\_\_ a Notary Public,  
personally

appeared \_\_\_\_\_, 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.

\_\_\_\_\_

Notary Public

(Seal)

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 no the truthfulness, accuracy, or validity of that document.

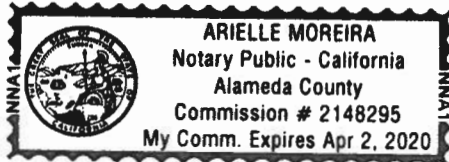
State of California

County of Alameda

On 10/5/2016 before me Arielle Moreira, Notary Public, personally appeared Johnny Zanette 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



*Arielle Moreira*  
Arielle Moreira, Notary Public

#### Optional Information

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent, reattachment of this form.

Any inquiries regarding the preparation of this document should be directed to:

Arielle Moreira  
Golden Bay Construction, Inc.  
3826 Depot Road  
Hayward, CA 94545  
510-783-2960 x 231

PROPOSALS MUST BE SUBMITTED ON THE ORIGINAL FORMS (BLUE SHEETS) SUPPLIED WITH YOUR CONTRACT BOOK. COPIES OF THIS DOCUMENT ARE NOT ACCEPTABLE.

**PROPOSAL TO CITY COUNCIL EXHIBIT "A"  
CITY OF MENLO PARK  
STATE OF CALIFORNIA**



**FOR**

**SANTA CRUZ STREET CAFÉ PROJECT: BISTRO VIDA, HARVEST,  
LEFT BANK LOCATIONS**

**PROJECT NO. 20-006**

NAME OF BIDDER: Golden Bay Construction, Inc.

BUSINESS ADDRESS: 3826 Depot Rd.

CITY, STATE, ZIP: Hayward, CA 94545

LICENSE NO.: 451401 CLASS: A,B,C10,C8,C12,C31 EXP. DATE: 01/31/2018

TAX I.D. NO.: 94-2918512

DIR REGISTRATION NO.: 1000002870

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

EMAIL: johnny@gbayinc.com

The work for which this Proposal is submitted is for construction in accordance with the Contract Documents, including the 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 **SANTA CRUZ STREET CAFÉ PROJECT: BISTRO VIDA & HARVEST LOCATION** and **SANTA CRUZ STREET CAFÉ PROJECT: LEFT BANK LOCATION** and are incorporated in the Special Provisions.

The work to be done consists, in general, of installing a concrete platform over an existing parking space(s), a metal grate over existing curb gutter sections of metal cable guard rails, an access ramp, pickup and delivery and installation of City Furnished cement planter boxes, and other incidentals as necessary to complete the work at specified location; all as described in the specification and shown on the plans and with the titles "Santa Cruz Street Café Project: BISTRO VIDA & HARVEST LOCATION" and "Santa Cruz Street Café Project: LEFT BANK LOCATION".

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 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 therefore the following unit prices, to wit:

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

**1. Bistro Vida and Harvest Location Base Bid Items:**

Item No.	Sec. No.	Description	Unit of Measurement (UOM)	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
1	12	Traffic Control	LS	1	four thousand eight hundred and sixty two dollars	\$4,862.00	\$4,862.00
2	16	Site Preparation/ Cleaning	LS	1	four thousand three hundred and thirty dollars	\$4,330.00	\$4,330.00
3	51,52, 60	Concrete Platform reinforced w/ #4 rebar and Stamped Finish	CY	14	two thousand one hundred and fourteen dollars	\$2,114.00	\$29,996.00
4	70	ADA Plank Grate 12" Span Installation (Grate Furnished by City)	SF	50.5	one hundred fifty five dollars	\$155.00	\$7,827.50
5	83	Cable Railing	LF	33	two hundred ninety eight dollars	\$298.00	\$9,834.00
6	83	ADA Railing	LF	17	two hundred forty two dollars	\$242.00	\$4,114.00
7	70	Planter Box Transport, Placement, Rock/ Soil Fill and Painting (Planter Box Furnished by City)	EA	16	one thousand one hundred and five dollars	\$1,105.00	\$17,680.00
8	89	Lighting Supports on Planter Boxes	EA	5	six hundred thirty two dollars	\$632.00	\$3,160.00

<b>Bistro Vida and Harvest BASE BID TOTAL</b>	(in words) <b>eighty one thousand four hundred and three dollars and fifty cents</b>	(in figures) <b>\$81,403.50</b>
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**2. Bistro Vida and Harvest Location Alternate Bid Items:**

Item No.	Sec. No.	Description	Unit of Measurement (UOM)	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
9	89	Wood Paneling	LF	125	two hundred and fifty three dollars	\$ 253.00	\$31,625.00
<b>Bistro Vida and Harvest ALTERNATE BID TOTAL</b>			(In words) one hundred thirteen thousand and twenty eight dollars and fifty cents		(In figures)	\$113,028.50	

**3. Left Bank Base Location Bid Items:**

Item No.	Sec. No.	Description	Unit of Measurement (UOM)	Estimated Quantity	Item Price per Unit of Quantity (In words)	Item Price per Unit (In figures)	Total (In figures)
10	12	Traffic Control	LS	1	four thousand and eight hundred sixty two	\$4,862.00	\$4,862.00
11	16	Site Preparation/ Cleaning	LS	1	four thousand and three hundred and fifty dollars	\$4,330.00	\$4,330.00
12	51,52, 60	Concrete Platform reinforced w/ #4 rebar and Stamped Finish	CY	12	two thousand one hundred and fourteen dollars	\$2,114.00	\$25,368.00
13	70	ADA Plank Grate 12" -28" Span Installation (Grate Furnished by City)	SF	38	one hundred and fifty five dollars	\$155.00	\$5,890.00
14	70	ADA Plank Grate Custom Cut and Installation (Un-cut Grate Furnished by City)	SF	16	two hundred and fifty seven dollars	\$257.00	\$4,112.00
15	83	Cable Railing	LF	38	two hundred and ninety eight dollars	\$298.00	\$11,324.00
16	83	ADA Railing	LF	17	two hundred and forty two dollars	\$242.00	\$4,114.00
17	70	Planter Box Transport, Placement, Rock/ Soil Fill and Painting (Planter Box Furnished by City)	EA	13	one thousand one hundred and five dollars	\$1,105.00	\$14,365.00
18	70	Custom Planters	EA	3	two thousand and seven hundred and sixty five dollars	\$2,765.00	\$8,295.00
19	89	Lighting Supports on Planter Boxes	EA	5	six hundred and thirty two dollars	\$632.00	\$3,160.00
<b>Left Bank BASE BID TOTAL</b>			(In words) eighty five thousand eight hundred and twenty dollars		(In figures)	\$85,820.00	



**4. Left Bank Alternate Bid Items:**

Item No.	Sec. No.	Description	Unit of Measurement (UOM)	Estimated Quantity	Item Price per Unit of Quantity (in words)	Item Price per Unit (in figures)	Total (in figures)
20	89	Wood Paneling	LF	107	two hundred and fifty three dollars	\$253.00	27,071.40
<b>Left Bank ALTERNATE BID TOTAL</b>					(in words) one hundred twelve thousand eight hundred ninety one dollars	(in figures) \$112,891.00	

**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 seven thousand two hundred twenty three dollars and fifty cents

**Notes:**

1. The Contract will be awarded on the basis of the Total Bid (Base Bid Total + Alternate Bid Total). The City reserves the right to remove, fully or in part, the Alternate bid from the contract at its own discretion.
2. The City reserves the right to reject all bids for any reason whatsoever.
3. 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.
4. 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.*

**All bids shall be valid for 45 days from opening of bids.**

**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: Golden Bay Construction, Inc.

SIGNATURE: \_\_\_\_\_

PRINT NAME: Johnny Zanette

TITLE: President

DATE: 8/24/2016



**CITY OF MENLO PARK  
ENGINEERING DIVISION  
CONTRACT CHANGE ORDER NO. 1**

PROJECT NAME: Bistro Vida Harvest - Left Bank

DATE: September 22, 2016

CONTRACTOR: Golden Bay Construction

Upon mutual execution of this Change Order by Contractor and the City of Menlo Park, Contractor is hereby directed to make changes set forth below. Contractor agrees that the net change in the contract sum stipulated below shall constitute full compensation, as described under payment below, for the work required by the Change Order, including revised work schedules or changes to other contract work. Contractor further agrees that the additional contract time allotted (if any) is sufficient, and that there shall be no further time extensions or delay claims resulting from this Change Order.

**WORK DESCRIPTION AND PAYMENT:**

**Bistro Vida Harvest**

Delete Wood Cap @ Cable Rail -33 (\$23.00)	\$759.00
Form 2" Angle for Grate In Lieu of Angle Iron -50.5 (\$13.85)	\$699.43
Award 3+ Packages -1 (\$1,493)	\$1,493.00
	<b>-\$2,951.43</b>

**Left Bank**

Delete Custom Planters -3 (\$2,765.00)	\$8,295.00
Delete Wood Cap @ Cable Rail -38 (\$23.00)	\$874.00
Form 2" Angle for Grate In Lieu of Angle Iron -50 (\$13.85)	\$692.50
Award 3+ Packages -1 (\$1,493)	\$1,493.00

**-\$11,354.50**

**Total Cost of CCO #1: -\$14,305.93**

This change order includes all necessary labor, equipment, mobilization, and materials to be supplied and procured by Contractor as needed including mark-up costs: All work shall conform to City Standards and shall comply with appropriate sections of the Special Provisions and project plans.

Original Contract Amount:	\$ 167,223.50
CCO's To Date:	\$ 0.00
<b>This CCO</b>	<b>\$ -14,305.93</b>
Total Contract Amount to Date:	\$ 152,917.57

Purpose: Options deleted from bid proposal.

TIME EXTENSION ALLOWED FOR THIS CCO 0 Working Days.

ACCEPTED BY CONTRACTOR:

Date: 9/30/16  
 Contractor: Golden Bay Construction, Inc.  
 By: \_\_\_\_\_  
 Title: President

RECOMMENDED FOR APPROVAL:

Construction Inspector:  
 Project Engineer: [Signature] 10/10/16

**NOTE: CHANGE ORDER IS NOT EFFECTIVE UNTIL SIGNED BY THE ASSISTANT PUBLIC WORKS DIRECTOR**

DISTRIBUTION: CONTRACTOR  
 CONSTRUCTION INSPECTOR  
 PROJECT ENGINEER  
 SUPERVISING ENGINEER  
 PROJECT FILE

APPROVED BY: [Signature]  
 Michael Zimmermann,  
 Senior Civil Engineer  
 Date: 10/10/16  
[Signature]  
 Ruben R. Niño, P.E.  
 Assistant Public Works Director  
 Date: 10/10/16