

# AGREEMENT AMENDMENT

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



Amendment #: 1916-3

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

THIS THIRD AMENDMENT is made and entered into this 13 day of June, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and GOLDEN BAY CONSTRUCTION, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 24. TERM OF AGREEMENT of Agreement No. 1916, ("Agreement"), Section 24. TERM OF AGREEMENT [amendment to section] to read as follows"

"This Agreement shall remain in effect for the period of July 1, 2019 through June 30, 2020 unless extended, amended, or terminated in writing by CITY."

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

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

SIGNATURE PAGE TO FOLLOW

**FOR FIRST PARTY:**

Signature



Johnny Zanette - President

Printed name

94-2918512

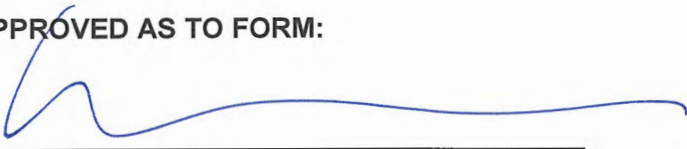
Tax ID#

Date

6/5/2019

Title

**APPROVED AS TO FORM:**

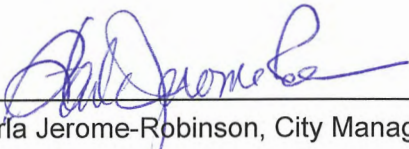


William L. McClure, City Attorney

Date

6/13/19

**FOR CITY OF MENLO PARK:**

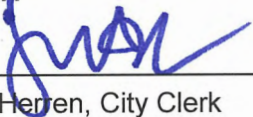


Starla Jerome-Robinson, City Manager

Date

6/19/19

**ATTEST:**



Judi A. Herren, City Clerk

Date

6/17/19

**PAY ITEM PRICE SCHEDULE**

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

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

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

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

**Bid Items:**

Item No.	Seq. No.	Description	Units	Estimated Quantity	Unit Price per Unit or Quantity (in words)	Unit Price per Unit (in figures)	Total (in figures)
1	11	MOBILIZATION	EA	10	one thousand nine hundred ninety one dollars	\$1,991.00	\$19,910.00
2	12	TRAFFIC CONTROL	EA	10	Four hundred twenty dollars	\$420.00	\$4,200.00
3	13	WASTE MANAGEMENT	EA	10	one hundred dollars	\$100.00	\$1,000.00
4	15	GRASS CUTTING & DEMOLITION	SF	800	three dollars and fifty cents	\$3.50	\$2,975.00
5	15	UTILITY BOXVAULT ADJUSTMENT	EA	3	two hundred twenty five dollars	\$225.00	\$675.00
6	16	ROOT REMOVAL AND BASE RECONSTRUCTION	EA	10	seven hundred ninety one dollars	\$791.00	\$7,910.00
7	36	4 INCH THICK AC PAVEMENT	SQ FT	500	thirty two dollars	\$32.00	\$16,000.00
8	73	4 INCH THICK CONCRETE SIDEWALK	SQ FT	250	thirty eight dollars	\$38.00	\$9,500.00
9	73	6 INCH THICK CONCRETE SIDEWALK	SQ FT	100	thirty nine dollars	\$39.00	\$3,900.00
10	73	VERTICAL CURB AND GUTTER (VCG)	LF	50	ninety three dollars	\$93.00	\$4,650.00
11	73	ROLLED CURB AND GUTTER (RCG)	LF	50	ninety three dollars	\$93.00	\$4,650.00
12	73	SIDEWALK RAMP	EA	2	six thousand four hundred ninety seven dollars	\$6,497.00	\$12,994.00

13	73	VALLEY GUTTER IN ROADWAY	BF	75	forty six dollars	\$46.00	\$3,450.00
14	73	CONCRETE VALLEY GUTTER	LF	25	one hundred and eight dollars	\$108.00	\$2,700.00
<b>TOTAL</b>		(in words) ninety four thousand five hundred and fourteen dollars				(in figures)	\$94,514.00

**Notes:**

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

The undersigned declares, by their signature in the proposal documents, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

**ADDENDA ACKNOWLEDGMENT**

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

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE: \_\_\_\_\_  
 TITLE: President  
 PRINT NAME: Johnny Zanetti  
 TITLE: President  
 DATE: 10/27/15