



Pillar Point Harbor West Trail Parking Lot Repair Project

CONTRACT NO. 2018-02

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between SAN MATEO COUNTY HARBOR DISTRICT (referred to as "District") and Alaniz Construction Inc (referred to as "Contractor").

The Contractor and the District, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall furnish the District all the labor, materials and equipment required to complete the work more particularly described in the specifications approved by the District entitled:

Pillar point Harbor West Trail Parking Lot Repair Project

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and which are appended hereto and made part of the Contract.

The Contractor shall perform the following work listed on the Bid Form:

- Remove existing wood curb stops and scarify existing lot
- Regrade and compact
- Furnish, install, compact a minimum of 2 inches of class II base rock throughout entire parking lot area, replace wood curb stops

The District has the right to inspect the ongoing construction process on a daily basis, if necessary, and there will be a final inspection by a District representative.

2. **Time of Performance.** The Contractor shall begin work upon issuance of the Notice to Proceed, and shall diligently prosecute all of the work under this Contract in all parts and requirements to completion within sixty (60) days of the issuance of the Notice to Proceed, as provided in the Specifications. The parties will meet and confer as to the exact date of issuance of the Notice to Proceed.
3. **Contract Price.** The Contractor shall faithfully perform each and every item required of it in this Contract for the sum of forty-eight thousand, six hundred dollars (\$48,600) which includes all applicable charges, including taxes, freight and delivery charges, insurance and all other costs necessary for the furnishing of all material and the performance of all the services called for under the Contract. Payments to Contractor shall be made at the time and in the manner provided in the Contract.
4. **Term of Contract.** Following District's final acceptance of the Pillar Point Harbor Parking Lot Repair Project, all work, including all demolition work and removal, is guaranteed by the Contractor against failure, damage, defect, or non-compliance with the Contract of any kind for a period of one (1) year from the date of District's final acceptance.

5. **Component Parts.** This Contract shall consist of the following documents, each of which is on file with the District and all of which are incorporated herein and made a part hereof by reference thereto:
- A. Contract
 - B. Bid Documents: Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions and Technical Specifications
 - C. Bid Form
 - F. Performance Bond
 - G. Payment Bond
 - H. Insurance Certificates
6. **Service Notice.** Any notice required or permitted to be given by this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor, at the business address specified in its proposal, and in the case of the District, at PO Box 1449, El Granada, CA, 94018, or at any other address which either party may subsequently designate in writing to the other party.
7. **Publicity.** The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.
8. **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

IN WITNESS WHEREOF, the District has caused these presents to be executed by the District's officer thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Alaniz Construction Inc.

Business Address: 7160 Stevenson Blvd
Fremont, CA 94538

Telephone No. (510) 770-5000 Facsimile No. (510) 770-5070

Email: rosy@alinizpaving.com

The undersigned certify that they sign this contract bid proposal with full and proper authorization to do so.

ALANIZ CONSTRUCTION INC.

By: _____ Title: _____

Signature: _____

* By: _____ Title: _____

Signature: _____

Incorporated under the laws of the State of California

** If the Contractor is a corporation, this Contract must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws.)*

FOR THE SAN MATEO COUNTY HARBOR DISTRICT:

By: _____ Title: General Manager

Signature: _____