

CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

Anaba Construction, Inc
Consultant

1552 Lenay CT	Manteca	California	95337
MAILING ADDRESS	CITY	STATE	ZIP

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required)
hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for safety upgrades to the CNG system at the Fleet maintenance building

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's Contract and

attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on Tuesday, June 30, 2026, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed One Hundred Seventy Three Thousand Two Hundred Eleven Dollars and Zero Cents (\$173,211.00) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception

date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Avneet Mahil
Deputy Director Solid Waste Division
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Shah Noor Broomand, PMP
Vice President
Anaba Construction, Inc
1552 Lenay CT
Manteca, California 95337
510 826-9443
shah@anabaconstruction.com

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

G. Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving

a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five () qualified mediators. Each party shall the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: _____
Gary Singh, Mayor

ATTEST:

By: _____
Cassandra Candini-Tilton, City Clerk

APPROVED AS TO FORM:

By: _____
Daniella Green, Acting City Attorney

CONSULTANT

By: _____
Title: Vice President

EXHIBIT A

Scope of Work/Consultant Proposal

SCOPE OF WORK

Work is to be done in accordance with the Bid documents issued.

Project shall have substantial completion of items within 120 calendar days and
Final completion within 150 calendar days from the date specified in the Notice to
Proceed.

**SECTION 004113
BID FORM**

DATE: September 11, 2025

1.00 ENTER INTO AGREEMENT

The undersigned, as bidder, declares that we have received and examined the Contract Documents entitled **FLEET MAINTENANCE FACILITY CNG SAFETY SYSTEM UPGRADES** and will contract with the City, on the form of Agreement provided herewith, to do everything required for the fulfillment of the Contract Document for the construction of the **FLEET MAINTENANCE FACILITY CNG SAFETY SYSTEM UPGRADES** at the prices and on the terms and conditions herein contained.

2.00 BIDDER ACCEPTS

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the period specified for Notice of Award after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

3.00 BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder has examined and carefully studied the Bidding Documents and the Addenda.

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

<u>Addenda No.</u>	<u>Date Received</u>	<u>Initials</u>
Addendum #1	8/14/2025	SB

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

- c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Section 007300 "Supplementary Conditions" as provided in Section 07200 "Standard General Conditions of the Construction Contract" - Paragraph 4.02.A.

Bidder accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in Section 007200 "Standard General Conditions of the Construction Contract" - Paragraph 4.02.

Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes.

Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site.

- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- f. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- g. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

In case of any discrepancy between unit prices and the total cost of an item, see Section 002113 – Instructions to Bidders, Article 14.00, paragraph 2.

The bid items listed above are intended to encompass all construction work as called out in the specifications and as shown on the plans. If an item is not specifically mentioned it shall be assumed to be included in the lump sum bid.

5.00 ATTACHED DOCUMENTS

We agree that the following shall be attached hereto and made a part of this bid.

SECTION	TITLE
004313	Bid Guaranty Bond
004336	Proposed subcontractors
004513	Certification of Bidder's Experience and Qualifications
004519	Non-Collusion Affidavit
004519	Liability and Insurance Acknowledgement
004541	Department of Industrial Relations and SB 96 Compliance Affidavit
004551	Local Business Enterprise (Local Vendor) Preference
004561	Site Visit Affidavit
004571	Questionnaire

6.00 COMPLETION

We agree, if our bid is accepted and a Contract for Performance of the Work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

If our bid is accepted, we agree to sign the Agreement without qualifications and to furnish the performance and payment bonds and the required evidence of insurance within 15 calendar days after receiving written Notice of Award of the Contract.

Attached is a bid guaranty bond as required.

Anaba Construction Inc

Name of Bidder

7.00 Contractor's License and Address for Communications

The undersigned certifies that the undersigned holds California Contractor's License, Class A&C21, number 1084569, expiration date 12/321/2025.

Anaba Construction Inc

Name of Bidder

Shah Noor Broomand

Signature of Bidder

CEO

Title of Signator

1552 Lenay Ct. Manteca, CA 95337

Address of Bidder

Niloofar Broomand

Witness

President

Title of Witness

California

State of Incorporation

+1 (510) 826-9443

Phone Number

N/A

FAX Number

END OF SECTION

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SECTION 004336
PROPOSED SUBCONTRACTORS
(To be submitted with bid)

Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

Name	CLSB License Number	Description of Work	% of Work	¹ Status

Anaba Construction, Inc

Name of Bidder

¹Status M = Minority Owned Business Enterprise.
 W = Women Owned Business Enterprise.

END OF SECTION

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**SECTION 004513
CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**

1.00 QUALIFICATIONS

By signing in the area indicated below, the Bidder acknowledges and certifies the following:

- A. The Bidder – at the time of bidding, award, and throughout the period of the contract – shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the contract documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.
- B. The Bidder is skilled and regularly engaged in the general class and type of work called for in the contract documents.
- C. The Bidder is competent, knowledgeable, and has special skills required for the nature, extent, and inherent conditions of the work to be performed.
- D. The Bidder acknowledges that there may be certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.
- E. The Bidder shall retain specialized Subcontractors whose experience and qualifications meet the requirements specified herein. Proposed Subcontractors shall be listed in Section 004336 "Proposed Subcontractors". Documentation of specialized subcontractors' experience and qualifications shall be submitted by the Bidder with completed bid documents.

2.00 CONTRACTOR EXPERIENCE AND QUALIFICATION REQUIREMENTS

(To be submitted with bid)

General Contracting and Site Development Construction Experience – Demolition, Site Preparation, Mechanical and HVAC, Structural and Architectural Modifications, Shade Canopies, Compliance and Documentation, Installation and Experience. As such, successful completion of this type of work and specifically site development projects on

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SECTION 004519
NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

State of California)
County of San Joaquin) ss.

_____, being first duly sworn, deposes and say that he or she is of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, business entity, business combination, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Shah Noor Broomand

Signature

Anaba Construction, Inc

Name of Bidder

CEO

Title

9/11/2025

Date

Subscribed and sworn to before me this

10th day of September, 2025.
K. Sribin

Signature of Notary Public in and for

the County of San Joaquin

State of California.



END OF SECTION

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SECTION 004521 LIABILITY AND INSURANCE REQUIREMENTS

1.00 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and assume the defense of the City, the Engineer, the Construction Manager and their elected officials, officers, agents, employees and representatives from all damages, costs, or expenses in law or equity, including attorney's fees, that may at any time arise to cause damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any of its subcontractors arising out of work under this Contract.

Approval of any insurance contracts by the City does not relieve the Contractor or subcontractors from liability, and the Contractor shall be responsible for payment of all amounts it is obligated to pay under this section, which have not been paid by such insurance contracts. The City shall not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

2.00 INSURANCE REQUIREMENTS

After award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required in the Appendix under Attachment 1 – Exhibit 1 Insurance Requirements for Construction Contracts, and shall submit coverage verification for review and approval by the City prior to execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by the Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

The Notice to Proceed does not relieve the Contractor of the duty to maintain such insurance as required by the project documents.

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INSURANCE ACKNOWLEDGMENT

(To be submitted with bid)

I have reviewed the City of Manteca's insurance requirements and I am aware of the types and amounts of insurance coverages that are required. I am also aware that my insurance company is required to use the Certificate of Insurance Form, and General Liability Special Endorsement, Automobile Liability Special Endorsement, and Workers' Compensation and Employer's Liability Special Endorsement Forms, provided herein. I have reviewed the City of Manteca's insurance requirements with my insurance carrier and I will be able to provide the required insurance coverages on the specified forms if awarded this project.

Bidder's Signature

Shah Noor Broomand

Date

9/11/2025

END OF SECTION

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SECTION 004541
DEPARTMENT OF INDUSTRIAL RELATIONS AND SB 96 COMPLIANCE AFFIDAVIT

- No contractor or subcontractor may be listed on a bid proposal for a public works project or be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771]. NOTE: *This section does not apply to public works performed of \$25,000 or less comprised of construction, alteration, demolition, installation, or repairs, or of \$15,000 or less comprised of maintenance.* Pursuant to Public Contract Code section 4104, bidders must provide the DIR registration numbers for all subcontractors listed in a bid for a project.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Labor Code as amended through Senate Bill SB96, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to:

<http://www.dir.ca.gov/>

I, the Bidder, certify that:

"I am aware of the provisions of Senate Bill SB96 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, Public Contract Code section 4104, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

Project: **FLEET MAINTENANCE FACILITY CNG SAFETY SYSTEM UPGRADES**

Shah Noor Broomand

Signature

Shah Noor Broomand

Print Name

CEO

Title

shah@anabaconsturction.com

E-mail

9/11/2025

Date

Anaba Construction, Inc

Business Name

1084569

CSLB License #

2000001415

Public Works Contractor (PWC) Registration #

Labor Classification(s)

Labor Classifications(s), continued

END OF SECTION

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SECTION 004551

CITY OF MANTECA LOCAL BUSINESS ENTERPRISE (LOCAL VENDOR) PREFERENCE

1.00 RECITALS

1. Whereas it is the responsibility of the City to assure that all competitive bids for services, supplies and projects, as well as all professional services, are comprehensively reviewed and evaluated by City staff to ensure the best quality of work is received for the least amount of taxpayer money; and
2. Whereas the City is desirous of providing a preference for local business enterprises (vendors), in an attempt to keep as many local jobs as local as possible, and
3. Whereas the City hopes to balance this preference with assuring the public that the best enterprise/vendor is selected for each and every City contract.

2.00 POLICY

Definition of "Local Business Enterprise (LBE):" A business enterprise, including but not limited to a sole proprietorship, partnership or corporation, which has a legitimate business presence in the incorporated City limits of the City of Manteca. Evidence of legitimate presence in Manteca shall include:

- A. Having a current Manteca business license; and
- B. Having either of the following types of offices operating legally within the City of Manteca:
 1. The contractor's principal office; or
 2. The contractor's regional, branch or satellite office with at least one full-time employee located in the corporate boundaries of the City of Manteca. A post office box address alone does not constitute a "Local Business Enterprise."

Public, Competitive Bids:

If two or more bids received from responsible bidders are for the same total amount or unit price – quality and service being equal – preference shall be given to the LBE.

In the event two or more bids are received and they are not for the same total amount or unit price, and a bid submitted by a qualified LBE is within 5% (total net cost) of the lowest bid or quote, the LBE may be deemed to be the lowest bidder if the LBE agrees, in writing within one business day, to reduce its bid to match the bid or quote of the lowest bidder, providing that the City determines the LBE to be a responsible bidder.

Professional Services:

For professional services not requiring formal bids or quotations, vendor selection is based primarily on qualifications, project understanding and schedule, with cost a secondary concern. Nonetheless, a proposal submitted by a qualified LBE will be taken into account in reaching a final consultant selection decision. A qualified LBE will be provided 5 points out of 100 in scoring the proposals.

LOCAL BUSINESS ENTERPRISE

(To be submitted with bid)

Are you a local business enterprise according to this policy?

Yes Yes No _____

If the answer is yes, complete the following:

City of Manteca Business License Number: 10808391

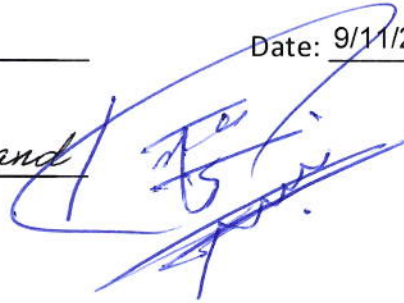
Address of local office with at least one full-time employee:

1552 Lenay Ct. Manteca, CA 95337

I certify under penalty of perjury that the foregoing is true and correct.

Bidders Name: Anaba Construction, Inc Date: 9/11/2025

Bidders Signature: Shah Noor Broomand
Authorized Agent



END OF SECTION

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SECTION 004561
SITE VISIT AFFIDAVIT
(To be submitted with bid)

NAME OF PROJECT: **FLEET MAINTENANCE FACILITY CNG SAFETY SYSTEM UPGRADES**

State of California

County of San Joaquin

Shah Noor Broomand, being first duly sworn, deposes
(Printed Name of Contractor's Authorized Representative)

he or she is

CEO of Anaba Construction, Inc
(Title of Representative) (Bidder's Name)

the party making the bid, has visited the Site of the Work as described in the Contract Documents and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signed this day of 9, 2025. 9/11/2025

Shah Noor Broomand
Authorized Signature



END OF SECTION

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CITY OF MANTECA - BUSINESS LICENSE TAX CERTIFICATE

PLEASE POST IN A CONSPICUOUS PLACE

Business Name ANABA CONSTRUCTION INC

License Number 10808391

Business Location 1552 LENAY CT
MANTECA, CA 95337-9495

Effective Date July 01, 2025

Business Type CONTRACTOR - GENERAL

Expiration Date June 30, 2026

ANABA CONSTRUCTION INC
1552 LENAY CT
MANTECA, CA 95337-9495

For all inquiries regarding this license, contact HdL Business Support Center at (209) 684-7926.
This License is issued without verification that the Licensee is subject to or exempt from licensing by the state of California

This business license does not permit business operation unless your business is properly zoned and/or in compliance with all applicable laws/regulations.

ANABA CONSTRUCTION INC :

Thank you for your payment on your City of Manteca Business License. If you have questions concerning your business license, contact the Business Support Center via email at: manteca@hdlgov.com or by telephone at: (209) 684-7926.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Manteca Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Manteca
BUSINESS LICENSE

ANABA CONSTRUCTION INC
1552 LENAY CT
MANTECA, CA 95337-9495

License Number: 10808391

Date of Issue: 07/01/2025



City of Manteca
Department of Public Works
Solid Waste Division
Fleet Maintenance



Questions & Answers for 25-PW117
FLEET MAINTENANCE FACILITY CNG SAFETY SYSTEM
UPGRADES - CIP #24121

Question 1

Is an A-licensed contractor authorized to bid on the Fleet Maintenance Facility CNG Safety System Upgrades - CIP #24121 project?

Answer

Staff re-evaluated this requirement and determined that we would also accept a Class A license for this project. There was an amendment issued to reflect this change. Please see Addendum No. 1 in the revised bid package.

Shah Noor Braamand
Anaba Construction inc


9/11/2025

- h. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4.00 BID PRICES

Bidder will complete the Work in accordance with the Contract Documents for the following price(s) for:

BID SCHEDULE

FLEET MAINTENANCE FACILITY CNG SAFETY SYSTEM UPGRADES					
Bid Item	Description	Estimated Quantities	Unit	Unit Price	Extended Price
1	Fleet Shop CNG Safety System Upgrades	1	LS	\$ 171,711	\$ 171,711
2	Tarp/Temp covering for work area	1	LS	\$ \$1,500	\$ \$1,500
TOTAL BID					173,211

TOTAL BID:

_____ (use words)
_____ (\$ _____)
(use words) (use figures)

SB

In case of any discrepancy between unit prices and the total cost of an item, see Section 002113 – Instructions to Bidders, Article 14.00, paragraph 2.

The bid items listed above are intended to encompass all construction work as called out in the specifications and as shown on the plans. If an item is not specifically mentioned it shall be assumed to be included in the lump sum bid.

5.00 ATTACHED DOCUMENTS

We agree that the following shall be attached hereto and made a part of this bid.

SECTION	TITLE
004313	Bid Guaranty Bond
004336	Proposed subcontractors
004513	Certification of Bidder's Experience and Qualifications
004519	Non-Collusion Affidavit
004519	Liability and Insurance Acknowledgement
004541	Department of Industrial Relations and SB 96 Compliance Affidavit
004551	Local Business Enterprise (Local Vendor) Preference
004561	Site Visit Affidavit
004571	Questionnaire

6.00 COMPLETION

We agree, if our bid is accepted and a Contract for Performance of the Work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

If our bid is accepted, we agree to sign the Agreement without qualifications and to furnish the performance and payment bonds and the required evidence of insurance within 15 calendar days after receiving written Notice of Award of the Contract.

Attached is a bid guaranty bond as required.

Anaba Construction Inc

Name of Bidder

SB

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
Vice President

EXHIBIT C

Payment Schedule

PAYMENT SCHEDULE

Payments to be issued as indicated within the Scope of Services as agreed upon,
between City of Manteca staff and Anaba Construction, Inc.

