REPORT TO MAYOR AND COUNCIL **NO: 10-263**

Council Meeting: September 28, 2010

SUBJECT: Award of Sunnyvale Works Bid No. F1007-07 for Pavement Rehabilitation of Sunnyvale Avenue from Arques Avenue to Hazelton Avenue

BACKGROUND

Capital Project 828570, Sunnyvale Avenue Rehabilitation, provides for pavement overlay and reconstruction of sections of Sunnyvale Avenue. Every year Public Works staff surveys and evaluates the street pavement conditions throughout the City. As a result, annual schedules are made in order to resurface or rehabilitate certain streets that have critical ratings of pavement surface distress. This project was bid in two segments in order to utilize federal American Recovery and Reinvestment Act (ARRA) and state Proposition 1B transportation funding. This particular segment, from Arques Avenue to Hazelton Avenue, utilizes excess ARRA funding previously reallocated from the Wolfe Road Caltrain Overcrossing Project (RTC No. 09-273, October 27, 2009). The companion segment, from Hazelton Avenue to Maude Avenue, will expend Proposition 1B funding.

This project was bid as follows:

Bid Notice:	Advertised in The Sun on August 13, 2010; 17 bay area Builder's Exchanges; Onvia DemandStar public procurement network; and Published on the City's website.
Bid Response:	18 contractors requested bid documents.
Bid Results:	Sealed bids were publicly opened on September 8, 2010; 9 responsive bids were received.

The lowest responsive and responsible bid was from Galeridge Construction, Inc. of Alviso in the amount of $280,257. The bid amount is approximately 20% below the engineer's estimate of $350,000. The Bid Summary is attached.

Staff recommends accepting the bid from Galeridge Construction, Inc., the lowest responsive and responsible bidder. Staff also recommends the award of a 10% construction contingency in the amount of $28,026.

The project is categorically exempt under CEQA Article 19 Section 15301 Class1.c, and was reviewed by Caltrans for National Environmental Protection Act (NEPA) compliance.

FISCAL IMPACT

Total cost of the project, including a contingency of $28,026, is $308,283. Budgeted funds are available in Project 828570, Sunnyvale Avenue Rehabilitation.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of $280,257 to Galeridge Construction, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and
2. Approve a construction contingency in the amount of $28,026.

Reviewed by:

Grace K. Leung, Acting Director, Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Marvin Rose, Director of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

A. Bid Summary
B. Draft General Construction Contract

Attachment A

Invitation for Bids No. F1007-07
Pavement Rehabilitation of Sunnyvale Avenue From Arques Avenue to Hazelton Avenue
Project No. ST-09/12-10

Bidder Address	Galeridge Construction P.O. Box 427 Alviso, CA 95002		MCK Services, Inc. P.O. Box 5697 Concord, CA 94524		Granite Construction Co. 585 West Beach Street Watsonville, CA 95076		Pavex Construction Div. 120 Granite Rock Way San Jose, CA 95136		G. Bortolotto & Co. 582 Bragato Road San Carlos, CA 94070	
Bid Items										
1. Construction Signs	Lump sum	$800.00	Lump sum	$1,300.00	Lump sum	$1,500.00	Lump sum	$6,700.00	Lump sum	$4,350.00
2. Mobilization	Lump sum	$9,765.00	Lump sum	$5,500.00	Lump sum	$902.00	Lump sum	$5,500.00	Lump sum	$4,350.00
3. Traffic Control	Lump sum	$7,450.00	Lump sum	$4,200.00	Lump sum	$6,400.00	Lump sum	$4,500.00	Lump sum	$11,111.14
4. Adjust Box	$480/EA	$15,840.00	$500/EA	$16,500.00	$650/EA	$21,450.00	$625/EA	$20,625.00	$301/EA	$9,933.00
5. Remove Striping	Lump sum	$2,500.00	Lump sum	$2,300.00	Lump sum	$2,550.00	Lump sum	$2,000.00	Lump sum	$3,000.00
6. Remove Sidewalk	$4.00/SF	$5,160.00	$3.00/SF	$3,870.00	$1.50/SF	$1,935.00	$2.00/SF	$2,580.00	$3.80/SF	$4,902.00
7. Remove Gutter	$10.00/LF	$2,650.00	$10.00/LF	$2,650.00	$6.00/LF	$1,590.00	$7.00/LF	$1,855.00	$12.00/LF	$3,180.00
8. Remove Ramp	$1,000/EA	$3,000.00	$700/EA	$2,100.00	$284/EA	$852.00	$216/EA	$648.00	$1000/EA	$3,000.00
9. Remove Driveway	$450/EA	$4,500.00	$700/EA	$7,000.00	$170/EA	$1,700.00	$225/EA	$2,250.00	$450/EA	$4,500.00
10. SWPP Plan	Lump sum	$800.00	Lump sum	$1,000.00	Lump sum	$500.00	Lump sum	$250.00	Lump sum	$777.00
11. WP Control	Lump sum	$500.00	Lump sum	$600.00	Lump sum	$800.00	Lump sum	$1,025.00	Lump sum	$212.00
12. 10' Conform Grind	$1.00/SF	$495.00	$1.40/SF	$693.00	$1.00/SF	$495.00	$3.00/SF	$1,485.00	$4.95/SF	$2,450.25
13. Hot Mix AC	$77.30/TN	$185,906.50	$97.00/TN	$233,285.00	$98.00/TN	$235,690.00	$97.00/TN	$233,285.00	$101.00/TN	$242,905.00
14. Roadside Signs	Lump sum	$400.00	Lump sum	$700.00	Lump sum	$212.00	Lump sum	$200.00	Lump sum	$200.00
15. Misc Gutter	$36.40/LF	$8,736.00	$30.00/LF	$7,200.00	$43.00/LF	$10,320.00	$45.00/LF	$10,800.00	$40.00/LF	$9,600.00
16. Misc Ramp	$2,235/EA	$6,705.00	$1,450/EA	$4,350.00	$2,000/EA	$6,000.00	$1,600/EA	$4,800.00	$2,000/EA	$6,000.00
17. Misc Driveway	$1,210/EA	$12,100.00	$700/EA	$7,000.00	$900/EA	$9,000.00	$900/EA	$9,000.00	$1,978/EA	$19,780.00
18. Misc Sidewalk	$8.65/SF	$9,809.10	$6.50/SF	$7,371.00	$7.00/SF	$7,938.00	$11.00/SF	$12,474.00	$6.00/SF	$6,804.00
19. Painted Curb	$7.00/LF	$140.00	$4.00/LF	$80.00	$4.00/LF	$80.00	$4.00/LF	$80.00	$5.00/LF	$100.00
20. Traffic Stripes	Lump sum	$3,000.00	Lump sum	$3,300.00	Lump sum	$4,400.00	Lump sum	$2,700.00	Lump sum	$2,700.00
TOTAL BID		**$280,256.60**		**$310,999.00**		**$314,314.00**		**$322,757.00**		**$339,854.39**

Bidder Address	Interstate Grading 128 So. Maple Avenue So. San Francisco CA		O.C. Jones & Sons, Inc. 1520 Fourth Street Berkeley, CA 94710		C.F. Archibald Paving P.O. Box 37 Redwood city, CA 94064		Robert Enz Construction 700 Park Center Drive Hollister, CA 95023	
Bid Items								
1. Construction Signs	Lump sum	$10,000.00	Lump sum	$3,600.00	Lump sum	$800.00	Lump sum	$2,000.00
2. Mobilization	Lump sum	$5,000.00	Lump sum	$19,500.00	Lump sum	$10,000.00	Lump sum	$20,255.00
3. Traffic Control	Lump sum	$15,000.00	Lump sum	$12,500.00	Lump sum	$12,000.00	Lump sum	$15,000.00
4. Adjust Box	$650/EA	$21,450.00	$500/EA	$16,500.00	$400/EA	$13,200.00	$500/EA	$16,500.00
5. Remove Striping	Lump sum	$1.00	Lump sum	$2,500.00	Lump sum	$150.00	Lump sum	$2,550.00
6. Remove Sidewalk	$2.00/SF	$2,580.00	$3.50/SF	$4,515.00	$4.00/SF	$5,160.00	$2.00/SF	$2,580.00
7. Remove Gutter	$7.00/LF	$1,855.00	$10.50/LF	$2,782.50	$15.00/LF	$3,975.00	$10.00/LF	$2,650.00
8. Remove Ramp	$250/EA	$750.00	$885/EA	$2,655.00	$800/EA	$2,400.00	$500/EA	$1,500.00
9. Remove Driveway	$300/EA	$3,000.00	$445/EA	$4,450.00	$500/EA	$5,000.00	$500/EA	$5,000.00
10. SWPP Plan	Lump sum	$300.00	Lump sum	$550.00	Lump sum	$1,000.00	Lump sum	$2,000.00
11. WP Control	Lump sum	$900.00	Lump sum	$4,650.00	Lump sum	$4,000.00	Lump sum	$4,000.00
12. 10' Conform Grind	$3.00/SF	$1,485.00	$2.40/SF	$1,188.00	$1.00/SF	$495.00	$1.00/SF	$495.00
13. Hot Mix AC	$100.00/TN	$240,500.00	$108.00/TN	$259,740.00	$115.00/TN	$276,575.00	$120.00/TN	$288,600.00
14. Roadside Signs	Lump sum	$200.00	Lump sum	$200.00	Lump sum	$300.00	Lump sum	$485.00
15. Misc Gutter	$34.00/LF	$8,160.00	$36.00/LF	$8,640.00	$60.00/LF	$14,400.00	$35.00/LF	$8,400.00
16. Misc Ramp	$2,600/EA	$6,000.00	$1,700/EA	$5,100.00	$2,300/EA	$6,900.00	$2,000/EA	$6,000.00
17. Misc Driveway	$900/EA	$9,000.00	$960/EA	$9,600.00	$1,300/EA	$13,000.00	$1,550/EA	$15,500.00
18. Misc Sidewalk	$10.00/SF	$11,340.00	$11.50/SF	$13,041.00	$8.00/SF	$9,072.00	$8.00/SF	$9,072.00
19. Painted Curb	$2.00/LF	$40.00	$4.00/LF	$80.00	$3.00/LF	$60.00	$4.00/LF	$80.00
20. Traffic Stripes	Lump sum	$2,300.00	Lump sum	$2,700.00	Lump sum	$2,500.00	Lump sum	$3,210.00
TOTAL BID		**$339,861.00**		**$374,491.50**		**$380,987.00**		**$405,877.00**

ATTACHMENT B
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GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and GALEDRIGE CONSTRUCTION, INC., a California corporation ("Contractor").

RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

1. **The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Pavement Rehabilitation of Sunnyvale Avenue from Arques Avenue to Hazelton Avenue, Public Works Project No. ST-09/12-10, Federal Aid Project No. ESPL-5213(033), Invitation for Bids No. F1007-07", including Two (2) Addenda; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of removing existing base and surfacing, place new hot mix asphalt concrete, utility box adjustments, replacement and construction of curb, gutter, sidewalk and curb ramps, and striping, marking and signage installation, and related work as required on Sunnyvale Avenue from Arques Avenue to Hazelton Avenue as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by {HMH} and adopted by the Owner. These Plans and Specifications are entitled respectively, Pavement Rehabilitation of Sunnyvale Avenue from Arques Ave. to Hazelton Ave., Public Works Project No. ST-09/12-10, Federal Aid Project No. ESPL-5213(033).

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. Contract Price. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Two Hundred Eighty Thousand Two Hundred Fifty Six and 60/100 Dollars ($280,256.60), subject to final determination of the work performed and materials furnished at unit prices per Exhibit "A" attached hereto and incorporated by this reference and subject to additions and deductions as provided in the Documents and in accordance with Contract Documents.

4. Permits; Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by Owner. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration Ninety (90) calendar days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

9. Termination for Breach, etc. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in

which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. All notices sent pursuant to this Contract shall be addressed as follows:

Owner:	City of Sunnyvale Department of Public Works Construction Contract Administrator P. O. Box 3707 Sunnyvale, CA 94088-3707
Contractor:	Galedrige Construction, Inc. Attn: Alfred N. Galedrige P.O. Box 427 Alviso, CA 95002

12. Assignment of Contract. Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.

13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

15. Insurance. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of the Labor Code:

> "I am aware of the provision of Section 3700 of the Labor Code which requires 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."

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Five Million Dollars ($5,000,000.00) per occurrence and $10,000,000 annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

> Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or

willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, fifty dollars ($50.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor’s principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner’s representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the City's Website at http://sunnyvale.ca.gov/Departments/Finance/Purchasing/prevailingwage.htm. Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less then the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

20. Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the

project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of One Thousand and 00/100 Dollars ($1,000.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Additional Provisions.

None.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposed be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE
a Municipal Corporation, Owner

By_____/____/____
City Manager

Attest:
City Clerk

By_____/____/____
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

_____/____/____
City Attorney Date

Galedrige Construction, Inc.
Contractor

License No. 516988

By_____

_____/____/____
Title Date

By_____

_____/____/____
Title Date

(Notice: The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)

EXHIBIT A

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ITEM TOTAL
1	Construction Area Signs	LS	1	$800.00
2	Mobilization	LS	1	$9,765.00
3	Maintaining Traffic/Traffic Control	LS	1	$7,450.00
4	Adjust Box to Grade	EA	33	$480.00
5	Remove Traffic Stripes and Pavement Markers	LS	1	$2,500.00
6	Remove Concrete (Sidewalk and Parkstrip)	SQFT	1290	$4.00
7	Remove Concrete (Curb and Gutter)	LF	265	$10.00
8	Remove Concrete (Curb Ramp)	EA	3	$1,000.00
9	Remove Concrete (Driveway)	EA	10	$450.00
10	Storm Water Pollution Prevention Plan	LS	1	$800.00
11	Water Pollution Control	LS	1	$500.00
12	10’ Conform Grind	SQFT	495	$1.00
13	Hot Mix Asphalt Concrete	TON	2405	$77.30
14	Roadside Signs	LS	1	$400.00
15	Miscellaneous Concrete Construction (Curb and Gutter)	LF	240	$36.40
16	Miscellaneous Concrete Construction (Curb Ramp)	EA	3	$2,235.00
17	Miscellaneous Concrete Construction (Driveway)	EA	10	$1,210.00
18	Miscellaneous Concrete Construction (Sidewalk)	SQFT	1134	$8.65
19	Painted Curb	LF	20	$7.00
20	Traffic Stripes, Pavement Markings (Legend) and Pavement Markers	LS	1	$3,000.00

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____

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 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.

WITNESS my hand and official seal.

Signature _____ (SEAL)

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications and Section 12, "Subcontractors," of the information for bidders.

LIST OF SUBCONTRACTORS

Name and Address	Description of Portion of Work Subcontracted

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has ___ , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, 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.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value_____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____

Print Name: _____

Title:_____

Telephone No.: _____ Date:_____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal

officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH($ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

_____

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(*Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.*)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Sign Here

_____

_____

_____

Signature and Title of Bidder

Business Address_____

Place of Business_____

Place of Residence_____

EXHIBIT 15-G1 LOCAL AGENCY BIDDER UDBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT UDBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified on the date bids are opened - include UDBE address and phone number)	DOLLAR AMOUNT UDBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Total Claimed UDBE Participation

$_____

_____%

Local Agency certifies that all UDBE certifications have been verified and information is complete and accurate.

_____ _____ _____

Print Name Signature Date

Local Agency Representative

(Area Code) Telephone Number: _____

_____

Signature of Bidder

_____

Date (Area Code) Tel. No.

_____

Person to Contact (Please Type or Print)

Local Agency Bidder UDBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER
UDBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the bid nonresponsive

A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
African Americans, Asian-Pacific Americans, Native Americans, or Women.

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract UDBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Contractor and expiration date. Enter the UDBE prime's and subcontractors' certification numbers.The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number).

IMPORTANT: Identify **all** UDBE firms participating in the project regardless of tier. Names of the First-Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the UDBE participation dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of UDBE firms.

Exhibit 15-G1 must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-G2 LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS)
(Inclusive of all DBEs including the UDBEs listed at bid proposal)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $_____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT UDBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certification have been verified and Information is complete and accurate.

_____ _____ _____
Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation

$_____

_____%

_____
Signature of Bidder

_____
Date (Area Code) Tel. No.

_____
Person to Contact (Please Type or Print)

For Caltrans Review:

_____ _____ _____
Print Name Signature Date
Caltrans District Local Assistance Engineer

Local Agency Bidder DBE Information (Construction Contarcts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project. (2) Copy – Include in award package to Caltrans District Local Assistance (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSTRUCTION CONTRACTS)

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract UDBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces, if a DBE.The DBE shall provide a certification number to the Contractor and expiration date. Enter DBE prime and subcontractors certification number. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number.

IMPORTANT: Identify **all** DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15-G1), regardless of tier. Names of the First-Tier DBE subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts) to determine how to count the participation of DBE firms.

Exhibit 15-G2 must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Number, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all informations is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

UDBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The City of Sunnyvale established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of **6.9%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to UDBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

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F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____

_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.