

**Council Meeting: December 13, 2011****SUBJECT: Award of Bid No. F1108-08 for Sunnyvale Downtown Streetscape Improvements and Approval of Budget Modification No. 19****BACKGROUND**

Approval is requested to award a construction contract in the amount of \$1,562,596 to JJR Construction, Inc., of San Mateo for the Sunnyvale Downtown Streetscape Improvements Project. Approval is also requested for a 10% construction contingency in the amount of \$156,260 and for Budget Modification No. 19, which provides additional funding for this project. This project is primarily funded through a Santa Clara Valley Transportation Authority (VTA) grant with a required local match. The local match is being funded by dedicated grant matching funds from the Traffic Mitigation Fund.

DISCUSSION

The Sunnyvale Downtown Streetscape Improvements are intended to help establish a unifying theme for the Downtown, define a unique market area, and create a framework to link together current and future downtown projects into a vibrant, cohesive place. This is consistent with the Downtown Specific Plan approved by Council in 2003, and the 2007 City Standard Specifications developed for the area.

In the project area, generally Sunnyvale Avenue between Iowa and Evelyn, the existing sidewalks are narrow, and in some cases not compliant with the Americans with Disabilities Act (ADA) requirements due to physical obstructions, and street furniture is non-existent or in poor condition. The street lighting is obsolete and the fixtures used are highway style, ADA compliant curb ramps are mostly lacking, and signage and street markings need significant improvements.

The scope of work for this project includes widening sidewalks, planting street trees with grates, updating street lighting and street furniture, providing bicycle lanes and bicycle parking, installing new curbs and gutters and a new bus pad, making minor drainage modifications, applying approximately 700 tons of asphalt concrete and a slurry seal coat of approximately 100,000 square feet, and installing traffic loop detectors and roadway striping, all in accordance with the adopted streetscape design standards.

The project was bid as follows:

Bid Notice: Advertised in The Sun on November 4, 2011;
 19 bay area Builder's Exchanges;
 Onvia Demandstar public procurement network; and
 Published on the City's website.

Bid Response 34 contractors requested bid documents.

Bid Results: Sealed bids were publicly opened on November 30, 2011;
 Five (5) responsive bids were received.

The lowest responsive and responsible bid was from JJR Construction, Inc. in the amount of \$1,562,596. The bid amount is approximately 4.4% below the engineer's estimate of \$1,635,314. The Bid Summary is attached.

Staff recommends accepting the bid from JJR Construction, Inc. the lowest responsive and responsible bidder. Staff also recommends the award of a 10% construction contingency on this project.

This project is categorically exempt under CEQA Article 19 Section 15301 Class 1.c

FISCAL IMPACT

Project costs are as follows:

Construction	\$1,562,596
Construction contingency (10%)	<u>\$156,260</u>
Total cost	\$1,718,856

There is currently \$1,630,212 available in Project 828670 – Downtown Streetscape Improvements. Budget Modification No. 19 has been prepared to appropriate an additional \$88,644 of available local grant matching funds from the Traffic Mitigation Fund to fully fund this project.

**Budget Modification No. 19
 FY 2011/2012**

	Available Budget	Increase/ (Decrease)	Revised
Capital Projects Fund/ General Assets Subfund			
<u>Revenues:</u>			
Transfer In – Traffic Mitigation Fund Dedicated Grant Matching Funds	\$0	\$88,644	\$88,644
 <u>Expenditures:</u>			
Project 828670 – Downtown Streetscape Improvements	\$ 1,630,212	\$88,644	\$1,718,856
 Traffic Mitigation Fund			
<u>Expenditures:</u>			
Transfer Out – Project 828670 Downtown Streetscape Improvements	\$0	\$88,644	\$88,644
 <u>Reserves:</u>			
Dedicated Transportation Grant Matching Funds	\$181,199	(\$88,644)	\$92,555

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 format as the attached draft and in the amount of \$1,562,596 to JJR 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 10% construction contingency in the amount of \$156,260; and
3. Approve Budget Modification No. 19 to provide additional funding for this project.

Reviewed by:

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

Reviewed by:

Kent Steffens, Director, Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. Bid Summary
- B. Draft General Construction Contract

Attachment A - Bid Summary

Invitation for Bids No. F1108-08 - Sunnyvale Downtown Streetscape Improvements

Public Works Project No. ST-11/05-12

Bidder	JJR Construction, Inc.	Wattis Construction Co.	Robert A. Bothman, Inc.	Suarez & Munoz	Joseph J. Albanese Co.
Address	1120 Ninth Avenue San Mateo, CA 94402	964 Stockton Avenue San Jose, CA 95110	650 Quinn Avenue San Jose, CA 95112	20975 Cabot Blvd. Hayward, CA 94545	986 Walsh Avenue Santa Clara CA 95050
Contact	Carlos Raposo	C. Michael Land	Robert Bothman	John Suarez	Kevin Albanese
Bid Items					
1. Signs	Lump sum \$5,000.00	Lump sum \$5,560.00	Lump sum \$5,300.00	Lump sum \$2,000.00	Lump sum \$15,000.00
2. Mobilization	Lump sum \$18,100.00	Lump sum \$62,110.00	Lump sum \$85,000.00	Lump sum \$120,000.00	Lump sum \$60,000.00
3. Traffic Control	Lump sum \$23,000.00	Lump sum \$32,450.00	Lump sum \$86,924.00	Lump sum \$20,000.00	Lump sum \$80,000.00
4. SWPPP	Lump sum \$12,500.00	Lump sum \$8,400.00	Lump sum \$2,300.00	Lump sum \$5,000.00	Lump sum \$2,500.00
5. Pollution Control	Lump sum \$4,000.00	Lump sum \$6,456.00	Lump sum \$21,850.00	Lump sum \$10,000.00	Lump sum \$35,000.00
6. Remove Curb	\$5.85/LF \$15,397.20	\$8.50/LF \$22,372.00	\$3.00/LF \$7,896.00	\$4.50/LF \$11,831.10	\$13.00/LF \$34,216.00
7. Remove Sidewalk	\$1.30/SF \$17,058.60	\$3.50/SF \$45,927.00	\$2.00/SF \$26,244.00	\$1.50/SF \$19,683.00	\$2.50/SF \$32,805.00
8. Remove Ramp	\$320/EA \$3,840.00	\$1,218/EA \$14,616.00	\$333/EA \$3,996.00	\$300/EA \$3,600.00	\$2,000/EA \$24,000.00
9. Remove Driveway	\$2.00/SF \$3,500.00	\$3.70/SF \$6,475.00	\$2.50/SF \$4,375.00	\$2.00/SF \$3,500.00	\$4.00/SF \$7,000.00
10. Remove Light	\$247.50/EA \$3,712.50	\$835/EA \$12,525.00	\$825/EA \$12,375.00	\$780/EA \$11,700.00	\$845/EA \$12,675.00
11. Utility Adjust	\$315/EA \$6,930.00	\$320/EA \$7,040.00	\$400/EA \$8,800.00	\$400/EA \$8,800.00	\$325/EA \$7,150.00
12. Lead Compliance	Lump sum \$3,800.00	Lump sum \$1,820.00	Lump sum \$1,250.00	Lump sum \$2,000.00	Lump sum \$8,000.00
13. Remove Striping	Lump sum \$5,885.00	Lump sum \$9,815.00	Lump sum \$13,000.00	Lump sum \$10,000.00	Lump sum \$6,000.00
14. Hot Mix AC	\$187/TN \$130,069.25	\$124/TN \$86,180.00	\$140/TN \$97,300.00	\$188/TN \$130,660.00	\$175/TN \$121,625.00
15. Roadside Signs	Lump sum \$1,567.50	Lump sum \$2,780.00	Lump sum \$1,500.00	Lump sum \$3,000.00	Lump sum \$1,555.00
16. Misc. Concrete	\$26.00/LF \$68,224.00	\$31.25/LF \$82,000.00	\$33.00/LF \$86,592.00	\$34.00/LF \$89,216.00	\$32.00/LF \$83,968.00
17. Misc Curb Ramp	\$1,632/EA \$27,744.00	\$2,400/EA \$40,800.00	\$1,740/EA \$29,580.00	\$2,100/EA \$35,700.00	\$2,900/EA \$49,300.00
18. Driveways	\$8.55/SF \$13,620.15	\$10.00/SF \$15,930.00	\$14.00/SF \$22,302.00	\$13.50/SF \$21,505.50	\$11.00/SF \$17,523.00
19. Bus Pad	Lump sum \$10,000.00	Lump sum \$11,453.00	Lump sum \$8,000.00	Lump sum \$12,500.00	Lump sum \$12,500.00
20. Sidewalk Paving	\$10.05/SF \$166,146.60	\$12.20/SF \$201,690.40	\$14.00/SF \$231,448.00	\$16.00/SF \$264,512.00	\$13.00/SF \$214,916.00
21. 12" Storm Drain	\$200/LF \$35,600.00	\$220/LF \$39,160.00	\$260/LF \$46,280.00	\$122/LF \$21,716.00	\$370/LF \$65,860.00
22. Remove Inlet	\$750/EA \$3,000.00	\$910/EA \$3,640.00	\$660/EA \$2,640.00	\$950/EA \$3,800.00	\$825/EA \$3,300.00
23. Inlet, Curb	\$2,500/EA \$17,500.00	\$2,460/EA \$17,220.00	\$1,925/EA \$13,475.00	\$3,400/EA \$23,800.00	\$3,425/EA \$23,975.00
24. Inlet, Grate	\$2,100/EA \$2,100.00	\$910/EA \$910.00	\$1,190/EA \$1,190.00	\$2,900/EA \$2,900.00	\$3,265/EA \$3,265.00
25. Manhole	\$5,000/EA \$10,000.00	\$5,350/EA \$10,700.00	\$5,130/EA \$10,260.00	\$5,100/EA \$10,200.00	\$15,500/EA \$31,000.00
26. Type C Loops	\$550/EA \$7,700.00	\$650/EA \$9,100.00	\$635/EA \$8,890.00	\$600/EA \$8,400.00	\$650/EA \$9,100.00
27. Type A Loops	\$550/EA \$8,250.00	\$535/EA \$8,025.00	\$530/EA \$7,950.00	\$500/EA \$7,500.00	\$540/EA \$8,100.00
28. Type D Loops	\$550/EA \$2,750.00	\$740/EA \$3,700.00	\$730/EA \$3,650.00	\$690/EA \$3,450.00	\$745/EA \$3,725.00
29. Type Q Loops	\$550/EA \$3,300.00	\$720/EA \$4,320.00	\$710/EA \$4,260.00	\$670/EA \$4,020.00	\$725/EA \$4,350.00
30. Striping	Lump sum \$18,975.00	Lump sum \$20,600.00	Lump sum \$21,600.00	Lump sum \$23,000.00	Lump sum \$19,000.00
31. Slurry Seal	\$0.35/SF \$37,809.10	\$0.35/SF \$37,809.10	\$0.50/SF \$54,013.00	\$0.22/SF \$23,765.72	\$0.50/SF \$54,013.00
32. Potholing	\$500/EA \$5,000.00	\$750/EA \$7,500.00	\$465/EA \$4,650.00	\$450/EA \$4,500.00	\$600/EA \$6,000.00
33. Pull Box	\$385/EA \$3,080.00	\$640/EA \$5,120.00	\$635/EA \$5,080.00	\$720/EA \$5,760.00	\$650/EA \$5,200.00
34. Single Light	\$7,900/EA \$55,300.00	\$8,990/EA \$62,930.00	\$8,900/EA \$62,300.00	\$8,400/EA \$58,800.00	\$9,075/EA \$63,525.00
35. Twin Light	\$10,300/EA \$566,500.00	\$9,680/EA \$532,400.00	\$9,700/EA \$533,500.00	\$9,050/EA \$497,750.00	\$9,780/EA \$537,900.00
36. Tree Grate	\$1,050/EA \$57,750.00	\$1,290/EA \$70,950.00	\$1,025/EA \$56,375.00	\$1,400/EA \$77,000.00	\$1,225/EA \$67,375.00
37. Street Tree	\$525/EA \$28,875.00	\$642/EA \$35,310.00	\$2,070/EA \$113,850.00	\$1,920/EA \$105,600.00	\$2,295/EA \$126,225.00
38. Bicycle Rack	\$640/EA \$1,920.00	\$480/EA \$1,440.00	\$810/EA \$2,430.00	\$830/EA \$4,150.00	\$1,245/EA \$3,735.00
39. Receptacle	\$1,760/EA \$8,800.00	\$1,460/EA \$7,300.00	\$1,600/EA \$8,000.00	\$2,400/EA \$12,000.00	\$1,880/EA \$9,400.00
40. Bench	\$1,605/EA \$8,025.00	\$1,440/EA \$7,200.00	\$1,575/EA \$7,875.00	\$2,300/EA \$11,500.00	\$1,965/EA \$9,825.00
41. Irrigation	Lump sum \$140,267.50	Lump sum \$211,590.00	Lump sum \$65,600.00	Lump sum \$100,000.00	Lump sum \$112,000.00
BID TOTAL	\$1,562,596.40	\$1,773,323.50	\$1,789,900.00	\$1,794,819.32	\$1,992,606.00

Attachment B
DRAFT
GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and JJR 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, "Sunnyvale Downtown Streetscape Improvements, Public Works Project No. ST-11/05-12, Federal Aid Project No. STPLER-5213(042), Invitation for Bids No. F1108-08", including Three (3) 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 cooperate 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 work as follows:

Base Bid Work:

Furnishing all labor, materials, and equipment and performing all work necessary and incidental to the completion of the project known as "Sunnyvale Downtown Streetscape Improvements, Project No. ST-11/05-12" consisting of furnishing all labor, materials, equipment, tools and services for the construction of streetscape improvements to Sunnyvale Downtown, primarily on Sunnyvale Avenue and a portion Evelyn Avenue, including but not limited to, street lighting, signing, striping, curb and sidewalk improvements, and street furniture, ready for use according to the Plans and Specifications prepared by MMH Incorporated and adopted by the Owner. These Plans and Specifications are entitled respectively, "Sunnyvale Downtown Streetscape Improvements, Project No. ST-11/05-12, Federal Aid Project No. STPLER-5213(042))."

It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and work 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 One Million Five Hundred Sixty Two Thousand Five Hundred Ninety Six and 40/100 Dollars (\$1,562,596.40) subject to final determination of 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 adjudged 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 therefore.

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: JJR Construction, Inc.
Attn: Carlos Raposo
1120 Ninth Avenue
San Mateo, CA 94402

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 per cent 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 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."

(b) **General 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 One Million Dollars (\$1, 000,000.00) per occurrence. 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. 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.

(c) **Automobile Liability.** Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million Dollars (\$1,000,000.00) combined single limit coverage

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, servants, or independent contractors who are directly responsible to the Owner, 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 Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in

this document, and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of this document. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the "special provisions." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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 than 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 No/100 Dollars (\$1000.00), 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. In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

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

CITY OF SUNNYVALE
a Municipal Corporation, Owner

JJR CONSTRUCTION, INC.
Contractor

License No. 665645

By _____
City Manager

By _____

Title

Attest:
City Clerk

By _____

Title

By _____
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

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

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)

**BID SCHEDULE
Exhibit A**

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
	BID:			
1	Construction Area Signs	LS	1	\$5,000.00
2	Mobilization	LS	1	\$18,100.00
3	Maintaining Traffic/Traffic Control	LS	1	\$23,000.00
4	Storm Water Pollution Prevention Plan	LS	1	\$12,500.00
5	Water Pollution Control	LS	1	\$4,000.00
6	Remove Concrete (Curb and Gutter)	LF	2,632	\$5.85
7	Remove Concrete (Sidewalk and Parkstrip)	SF	13,122	\$1.30
8	Remove Concrete (Curb Ramp)	EA	12	\$320.00
9	Remove Concrete (Driveway)	SF	1,750	\$2.00
10	Remove Street Light	EA	15	\$247.50
11	Adjust Utility to Grade	EA	22	\$315.00
12	Lead Compliance Plan	LS	1	\$3,800.00
13	Remove Traffic Stripes and Pavement Markers	LS	1	\$5,885.00
14	Hot Mix Asphalt Concrete	TON	695	\$187.15
15	Roadside Signs	LS	1	\$1,576.50
16	Miscellaneous Concrete Construction (Curb and Gutter)	LF	2,624	\$26.00
17	Miscellaneous Concrete Construction (Curb Ramp)	EA	17	\$1,632.00
18	Miscellaneous Concrete Construction (Driveway)	SF	1,593	\$8.55
19	Concrete Bus Pad	LS	1	\$10,000.00
20	Sidewalk Paving	SF	16,532	\$10.05
21	12" RCP Storm Drain	LF	178	\$200.00
22	Remove Inlet, Curb	EA	4	\$750.00
23	Inlet, Curb	EA	7	\$2,500.00
24	Inlet, Flat Grate	EA	1	\$2,100.00
25	Manhole	EA	2	\$5,000.00
26	Traffic Loop Detector (Type 'C' Modified)	EA	14	\$550.00\$

27	Traffic Loop Detector (Type A)	EA	15	\$550.00
28	Traffic Loop Detector (Type D)	EA	5	\$550.00
29	Traffic Loop Detector (Type Q)	EA	6	\$550.00
30	Traffic Stripes, Pavement Markings (Legend) and Pavement Markers	LS	1	\$18,975.00
31	Slurry Seal	SF	108,026	\$0.35
32	Potholing	EA	10	\$500.00
33	Remove/Replace Pull Box	EA	8	\$385.00
34	Single-Head Street Light	EA	7	\$7,900.00
35	Twin-Head Street Light	EA	55	\$10,300.00
36	Street Tree Grate	EA	55	\$1,050.00
37	Street Tree	EA	55	\$525.00
38	Bicycle Rack	EA	3	\$640.00
39	Trash Receptacle	EA	5	\$1,760.00
40	Bench	EA	5	\$1,605.00
41	Irrigation	LS	1	\$140,267.50

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

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>
--------------------------------	--

(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 filing 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 judgement 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

6. Federal Department/Agency:

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

Congressional District, if known

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

13. Type of Payment (check all that apply)

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

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

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

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: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

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

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: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

