



Council Meeting: August 14, 2012

SUBJECT: Award of Bid No. F1105-61 for Tasman-Fair Oaks Pedestrian and Bicycle Circulation Plan Improvements – Phase 2 and Approval of Budget Modification No. 9

BACKGROUND

Approval is requested to award a construction contract in the amount of \$210,141 to Golden Bay Construction, Inc., of Hayward for Tasman-Fair Oaks Pedestrian and Bicycle Circulation Plan Improvements – Phase 2. Approval is also requested for a 10% construction contingency in the amount of \$21,014, and for Budget Modification No. 9 to appropriate additional funding to the project.

DISCUSSION

The Tasman-Fair Oaks Pedestrian and Bicycle Circulation Plan was adopted in 2004 to facilitate neighborhood improvements in the transition from industrial to residential land use.

The Phase 1 construction project, which was completed by Golden Bay Construction in FY 2010/2011 at a cost of approximately \$1.7 million, included the following elements: 1) sidewalk construction on the east side of Fair Oaks and Weddell Drive from the John W. Christian Greenbelt to Tasman Drive and the Fair Oaks light rail station; 2) sidewalk construction on the west side of Morse Avenue south of Persian Drive; 3) the sidewalk construction on the east side of Morse Avenue north of the John W. Christian Greenbelt along the frontage of what will soon be Seven Seas Park; 4) intersection enhancements including the reduction of curb radii and the installation of high visibility crosswalks at Weddell/Fair Oaks and Tasman/Fair Oaks intersections; 5) bus stop signing, lighting and amenity enhancements at five bus stops, and 6) monument and neighborhood gateway signs as well as sense of place improvements at several locations. The Phase 1 project was funded with Santa Clara Valley Transportation Authority (VTA) grant funding.

Phase 2 of the project will use the remaining grant funding and approximately \$40,000 in Sense of Place fee reserves to install sidewalk, stamped asphalt crosswalks, and lighting improvements on Morse Avenue between the John W. Christian Greenbelt and Tasman Drive.

This project was bid as follows:

- Bid Notice: Advertised in The Sun on June 15, 2012;
 18 bay area Builder's Exchanges;
 Onvia Demandstar public procurement network; and
 published on the City's website.
- Bid Response: 9 contractors requested bid documents.
- Bid Results: Sealed bids were publicly opened on July 11, 2012;

One bid, in the amount of \$210,141, was received from Golden Bay Construction, Inc. The bid amount is approximately 4% above the engineer's estimate of \$202,000. The Bid Summary is attached.

The Phase 2 project was originally bid in August 2011. Two bids were received in the amounts of \$439,087 and \$468,364 from Wattis Construction Company of San Jose and Tennyson Electric Inc. of Livermore, respectively. Both bids were rejected by Council in October 2011 subsequent to a Caltrans determination that \$340,000 of the (then) estimated \$515,000 in grant savings from the Phase 1 project could not be used for Phase 2 construction, leaving approximately \$175,000 available for the project (see RTC No. 11-234, October 18, 2011). The Phase 2 work scope was then reduced and re-bid as the current project. Additionally, up-to-date funding detail is provided in the Fiscal Impact section below.

Customarily the City receives more than one or two bids for capital construction projects. The low bidder turnout for this particular project may be due to the relatively small size, disparate work components with different contractor licensure requirements (sidewalks and streetlights), and the fact that Golden Bay was awarded the Phase 1 contract, thus in an advantageous position to provide a low bid for Phase 2. It is not likely that re-bidding will produce a better bid result. Staff therefore recommends accepting the bid from Golden Bay 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	\$210,141
Construction contingency (10%)	<u>\$21,014</u>
Total costs	\$231,155

The total budget for the first phase of Tasman-Fair Oaks Streetscape project was \$1,871,300. The first phase was completed in FY 2010/2011 at a total cost of \$1,708,777, leaving \$162,523 available for the second phase. The total cost of Phase 2 will be \$231,155, including a 10% contingency. Additional grant funding in the amount of \$28,681 is available from VTA, and a local match in the amount of \$39,951 is funded by a dedicated source in the Capital Projects Fund/Sense of Place Sub-fund.

Budget Modification No. 9 has been prepared to appropriate grant revenues in the amount of \$28,681 from the Santa Clara VTA Community Design and Transportation Grant, as well as \$39,951 in local matching funds, to project 826570 - Tasman/Fair Oaks Streetscape and Sense of Place.

**Budget Modification No. 9
 FY 2012/13**

	Current	Increase/ (Decrease)	Revised
Capital Projects Fund/ General Assets Subfund			
<u>Revenues:</u>			
Santa Clara Valley Transportation Authority Community Design and Transportation Grant	\$1,765,300	\$28,681	\$1,793,981
<u>Expenditures:</u>			
Project 826570 –Tasman/Fair Oaks Streetscape and Sense of Place	\$1,871,300	\$68,632	\$1,939,932
Capital Projects Fund/ Sense of Place Subfund			
<u>Sense of Place Reserve:</u>			
Future Sense of Place Projects	\$769,563	(\$39,951)	\$729,612

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 \$210,141, to Golden Bay Construction, Inc., for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met;
2. Approve a 10% construction contingency in the amount of \$21,014; and
3. Approve Budget Modification No. 9 to appropriate additional funding for the project.

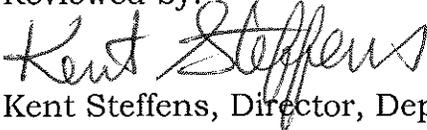
Reviewed by:



Grace K. Leung, Director of Finance

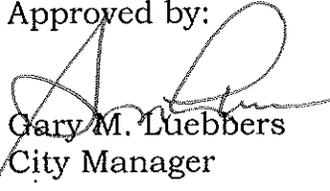
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:



Kent Steffens, Director, Department of Public Works

Approved by:



Gary M. Luebbbers
City Manager

Attachments

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

**ATTACHMENT A
BID SUMMARY**

Invitation for Bids No. F1105-61

Tasman-Fair Oaks Pedestrian and Bicycle Plan Improvements - Phase 2

Public Works Project No. TR-10/04-11

Bidder	Golden Bay Construction
Address	3826 Depot Road Hayward, CA 94545
Contact	Johnny Zanette

BID ITEMS

1. Traffic Control	Lump sum	\$5,127.00
2. Mobilization	Lump sum	\$9,500.00
3. Removals	Lump sum	\$38,703.00
4. 12" Full Depth AC	\$250/CY	\$13,500.00
5. PCC Sidewalk	\$8.00/SF	\$24,880.00
6. Curb Ramp	\$1,700/Ea	\$3,400.00
7. PCC Gurb & Gutter	\$39.00/LF	\$23,907.00
8. Manhole Cone	\$1,500/Ea	\$3,000.00
9. Drop Inlet	\$4,000/Ea	\$4,000.00
10. 12" RCP Pipe	\$375.00/LF	\$1,125.00
11. Street Light Pole	\$575/Ea	\$575.00
12. Adjust Pull Box	\$150/Ea	\$150.00
13. WP Control	Lump sum	\$500.00
14. Install Street Light	\$7,475/Ea	\$37,375.00
15. Conduit/Pull Box	Lump sum	\$26,163.00
16. Signing /Striping	Lump sum	\$7,995.00
17. Sheeting/Shoring	Lump sum	\$1.00
18. Irrigation Mods	Lump sum	\$500.00
19. Staking	Lump sum	\$1,800.00
20. Testing	Lump sum	\$1,500.00
21. Stamped Asphalt	\$8.00/SF	\$6,440.00
BASE BID TOTAL		\$210,141.00

**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 GOLDEN BAY 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, "Tasman-Fair Oaks Pedestrian and Bicycle Circulation Plan Improvements – Phase 2, Project No. TR-10/04-11, Invitation for Bids No. F1105-61", including 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 installing sidewalk, crosswalk and lighting improvements on Morse Avenue between the JWC Greenbelt and Tasman Drive and pavement delineation and signing improvement on Fair Oaks Avenue and Java Drive between Tasman Drive and Crossman Avenue complete, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Kier and Wright and adopted by the Owner. These Plans and Specifications are entitled respectively, Tasman-Fair Oaks Pedestrian and Bicycle Circulation Plan Improvements – Phase 2, Project No. TR-10/04-11.

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, an amount not to exceed Two Hundred Ten Thousand One Hundred Forty One and No/100 Dollars (\$210,141.00) 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. The sum includes base bid only. All Additive Alternate(s) are rejected by Owner, and are not included in this contract.

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 Sixty (60) working 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: Golden Bay Construction, Inc.
Attn: Johnny Zanette
3826 Depot Road
Hayward, CA 94545

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. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

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 Two Million Dollars (\$2,000,000.00) per occurrence and \$4,000,000 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 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 Five Hundred and no/100 dollars (\$500.00) 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 purposes be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE
a Municipal Corporation, Owner

Golden Bay Construction, Inc.
Contractor

License No. 451401

By _____ / /
City Manager

By _____

_____ / /
Title Date

Attest:
City Clerk

By _____

_____ / /
Title Date

By _____ / /
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

_____ / /
City Attorney Date

(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)

**EXHIBIT A
 BID SCHEDULE**

Item #	Approx. Quantity	Units	Description	Unit Price
1	1	LS	Traffic Control (Not to exceed 8% of Construction Items)	\$5,127.00
2	1	LS	Mobilization (Not to exceed 5% of Construction Items)	\$9,500.00
3	1	LS	Removals (curb, gutter, sidewalk, striping, signs, etc....)	\$38,703.00
4	54	CY	Construct 12" Full Depth Asphalt Concrete (AC) Pavement Section	\$250.00
5	3,110	SF	Construct PCC Sidewalk	\$8.00
6	2	EA	Construct Curb Ramp	\$1,700
7	613	LF	Construct PCC Curb and Gutter	\$39.00
8	2	EA	Reconstruct Existing Eccentric Manhole Cone	\$1,500.00
9	1	EA	Install Storm Drain Curb Drop Inlet per City Standard Detail 10A	\$4,000.00
10	3	LF	Install 12" RCP Storm Drain Pipe (Class V)	\$375.00
11	1	EA	Remove and Salvage Street Light Pole	\$575.00
12	1	EA	Adjust Pull Box to Finished Grade	\$150.00
13	1	LS	Water Pollution Control Measures	\$500.00
14	5	EA	Install Single Head Ornamental Street Lighting Base and Foundations	\$7,475.00
15	1	LS	Install Lighting Service and Equipment (Conduit and Pull Boxes)	\$26,163.00
16	1	LS	Signing and Striping along Morse Avenue	\$7,995.00
17	1	LS	Sheeting, Shoring, and Bracing	\$1.00
18	1	LS	Modify Existing Irrigation Systems on Morse Avenue and Fair Oaks Avenue	\$500.00
19	1	LS	Construction Staking	\$1,800.00
20	1	LS	Testing	\$1,500.00
21	805	SF	Stamped asphalt	\$8.00

ADD ALTERNATE: STREET LIGHTING ALONG FAIR OAKS AVE.

Item #	Approx. Quantity	Units	Description	Unit Price
AA1.	1	LS	Signing and Striping at Fair Oaks Ave. and Java Drive	\$8,728.00