

FY 2011/12 Curb Ramp Installations List

Enclosed is a list of curb ramp locations planned for construction during fiscal year 2011/2012.

Main Street	Cross Street	NE Corner	NW Corner	SE Corner	SW Corner	Curb Ramps No.
E. EVELYN AVENUE	S. BAYVIEW AVENUE	One per 13C-2	One per 13C-2			2
S. KNICKERBOCKER DRIVE	W. KNICKERBOCKER DRIVE	One Case "F" per Caltrans Standard Plan A88A	One Case "F" per Caltrans Standard Plan A88A. This is the cul-de-sac side.	One Case "F" per Caltrans Standard Plan A88A	One Case "F" per Caltrans Standard Plan A88A. This is the cul-de-sac side.	4
E. DUANE AVENUE	JOHANNA AVENUE			Case "F" per Caltrans Standard Plan A88A - This is a "T" intersection	Case "G" per Caltrans Standard Plan A88A -	2
BELLEVILLE WAY	BELLINGHAM WAY				One Case "F" per Caltrans standard plan A88A	1
GRESCENT AVENUE	CRESCENT TERRACE	One per 13C-2	One per 13C-2	One per 13C-2	One per 13C-2	4
W. OLIVE AVENUE	CARNEROS AVENUE			One per 13C-2. This is a "T" intersection. Existing driveway. One ramp can be installed.	One per 13C-2. Existing driveway. One ramp can be installed	2
CASCADE DRIVE	NEWFOUNDLAND DRIVE	One Case "F" per Caltrans Standard Plan A88A. Install curb ramp west of existing tree.				1
CASCADE DRIVE	KNOWLTON DRIVE	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection, existing landscape.	One Case "F" per Caltrans Standard Plan A88A. Some sidewalk damage from existing tree.			2

APPENDIX B
CURB RAMP LOCATIONS

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Main Street	Cross Street	NE Corner	NW Corner	SE Corner	SW Corner	Curb Ramps No.
CASCADE DRIVE	KELOWNA COURT	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection.	One Case "F" per Caltrans Standard Plan A88A. Existing street light & tree			2
CASCADE DRIVE	CATHEDRAL DRIVE	One Case "G" per Caltrans Standard Plan A88A. This is a "T" intersection, existing hydrant	One Case "F" per Caltrans Standard Plan A88A.			2
TIMBERPINE AVENUE	CLEMATIS DRIVE	Case "F" per Caltrans Standard Plan A88A. Install curb ramp between tree and driveway.		Case "F" per Caltrans Standard Plan A88A.		2
REMBRANDT DRIVE	CHOPIN DRIVE	One per 13C-2	Two per 13C-2		One per 13C-2	4
INVERNESS WAY	EAGLE DRIVE	One per 13C-2, Install crosswalk striping, east leg intersection		Existing crosswalk striping to be removed and installed		1
S. BERNARDO AVENUE	W. OLIVE AVENUE		One per 13C-2		One per 13C-2	2
DUNFORD WAY	PARTRIDGE AVENUE	One per 13C-2				1
E. EL CAMINO REAL	SYCAMORE TERRACE	One per 13C-2	Can do one per 13C-1 or 13C-2, existing stop sign may have to be relocated depending on type installed. (Field approval)		Existing median island	2
HOLLENBECK AVENUE	VANDERBILT DRIVE		One per 13C-1 or 13C-3. This is a "T" intersection		One per 13C-1 or 13C-3.	2
HOLLENBECK AVENUE	BEND DRIVE		One per 13C-1. This is a "T" intersection		One per 13C-1.	2

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Main Street	Cross Street	NE Corner	NW Corner	SE Corner	SW Corner	Curb Ramps No.
GAIL AVENUE	GOLDENROD COURT		One per 13C-2		One per 13C-2	2
HENDERSON AVENUE	VALERIAN WAY	One per 13C-2		One per 13C-2		2
INVERNESS WAY	BITTERN DRIVE		One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection.		One Case "F" per Caltrans Standard Plan A88A. Tree and street light, striping to modify on Bittern Dr,	2
W. KNICKERBOCKER DRIVE	MARANTA AVENUE	One Case "F" per Caltrans Standard Plan A88A	One per 13C-1	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection. Existing water valve and driveway	One Case "F" per Caltrans Standard Plan A88A. Existing juniper bushes may need to be trimmed for ramp to fit.	4
MICHELANGELO DRIVE	CRESCENT AVENUE			One per 13C-2	One per 13C-2	2
E. WEDDELL DRIVE	MORSE AVENUE		Per 13C-2, Adjust limit line and stop legend.			1
E. OLIVE AVENUE	FIRLOCH AVENUE	One per 13C-2	Two per 13C-2 on both side of existing DI	One per 13C-2	Two per 13C-2 on both sides of existing DI	6
S. BERNARDO AVENUE	OXFORD AVENUE	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection		One Case "F" per Caltrans Standard Plan A88A.		2
ALMANOR AVENUE	PALOMAR AVENUE	No Sidewalk	Per 13C-2, Double yellow line to adjust after installed ramps		One Case 13C-2 existing DI to be relocated (Engineer approval)	2

Main Street	Cross Street	NE Corner	NW Corner	SE Corner	SW Corner	Curb Ramp No.
W. REMINGTON DRIVE	PLUM AVENUE	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection. Trim existing bushes, existing water valve and meter.	One Case "F" per Caltrans Standard Plan A88A. Existing driveway and landscape.			2
MANET DRIVE	PUCCHINI DRIVE	One per 13C-2	One per 13C-2	One per 13C-2 Existing DI.	One per 13C-2	4
W. HOMESTEAD ROAD	SAMEDRA STREET	One per 13C-2 Existing slope, needs engineer approval	One per 13C-2, existing PB in front of curb ramp landing is empty. Existing slope, needs engineer approval.	One per 13C-2	One per 13C-2	4
THE DALLES AVENUE	BELLEVILLE WAY	One per 13C-1	One Case "F" per Caltrans Standard Plan A88A	One Case "F" per Caltrans Standard Plan A88A, or one per 13C-1 if existing USPS mailbox can not be relocated.	One Case "F" per Caltrans standard plan A88A	4
THE DALLES AVENUE	SAMEDRA STREET		One Case "F" per Caltrans Standard Plan A88A			1
DE GUIGNE DRIVE	THOMPSON PLACE	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection.	One case "F" per Caltrans Standard Plan A88A.	One case "F" per Caltrans Standard Plan A88A.	One case "F" per Caltrans Standard Plan A88A.	4
BELLEVILLE WAY	BELLEVILLE PLACE	One Case "F" per Caltrans Standard Plan A88A, Existing street signs	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection. Install ramp between existing Water valve/meter and Driveway.	One Case "F" per Caltrans Standard Plan A88A or one per 13C-1	One Case "F" per Caltrans Standard Plan A88A.	4

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Main Street	Cross Street	NE Corner	NW Corner	SE Corner	SW Corner	Curb Ramps No.
BELLEVILLE WAY	WEST VALLEY SCHOOL ENTRANCE	One per 13C-1	One per 13C-2	One Case "F" per Caltrans Standard Plan A88A	One per 13C-2	4
COEUR D'ALENE WAY	CHELAN DRIVE	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection.	One Case "F" per Caltrans Standard Plan A88A.	One Case "F" per Caltrans Standard Plan A88A	One Case "F" per Caltrans standard plan A88A	4
WRIGHT AVENUE	CHELAN DRIVE		One per 13C-1		One per 13C-1	2
CASCADE DRIVE	CASCADE TERRACE	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection.	One Case "F" per Caltrans Standard Plan A88A.	One Case "F" per Caltrans Standard Plan A88A.	One Case "F" per Caltrans Standard Plan A88A.	4
CASCADE DRIVE	ORMSBY DRIVE	Install one R9-3a sign and post. To the east of existing driveway.	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection. Existing juniper bush and mature tree.			2
SUNNYVALE SARATOGA ROAD	HARWICK WAY			One Case "F" per Caltrans Standard Plan A88A. Existing traffic signal pole and service cabinet		1
MORSE AVENUE	WADDINGTON DRIVE		One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection. Existing handicap parking and driveway, new ramp will remove two spaces on street parking.		One per 13C-1.	2

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Main Street	Cross Street	NE Corner	NW Corner	SE Corner	SW Corner	Curb Ramps No.
E. WASHINGTON AVENUE	S. BAYVIEW AVENUE	One Case "F" per Caltrans Standard Plan A88A, existing PG&E wooden pole and street name sign post	Install one 13C-2 to cross Bayview	One per 13C-2		3
WRIGHT AVENUE	CASCADE DRIVE			One Case "F" per Caltrans Standard Plan A88A		1
S. BERNARDO AVENUE	JAMESTOWN DRIVE		One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection.		One Case "F" per Caltrans Standard Plan A88A. Need to remove some juniper bushes to fit ramp. T	2
SUNNYVALE SARATOGA ROAD	LA CONNER DRIVE				One per 13C-2 Existing DI, maybe new ramp modify	1
CASCADE DRIVE	LEWISTON DRIVE	Case "G" per Caltrans standard plan A88A. New ramp may be modify	One Case "F" per Caltrans Standard Plan A88A. New ramp maybe modify	One Case "F" per Caltrans Standard Plan A88A	One per 13C-1 Existing DI, may be new ramp modify	4
CASCADE DRIVE	YUKON DRIVE	One per 13C-2		One per 13C-2 Remove existing four chatter bars.		2
W. OLIVE AVENUE	RINCON AVENUE			One per 13C-2. This is a "T" intersection.	One per 13C-2.	2
OLIVE AVENUE	PURISSIMA AVENUE			One per 13C-2. This is a "T" intersection.	One per 13C-2.	2
W. OLIVE AVENUE	PERALTA AVENUE			One per 13C-2. This is a "T" intersection.	One per 13C-2.	2
W. OLIVE AVENUE	OSITOS AVENUE			One per 13C-2. This is a "T" intersection. Existing driveway, one ramp can be installed.	One per 13C-2.	2

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Main Street	Cross Street	NE Corner	NW Corner	SE Corner	SW Corner	Curb Ramps No.
W. OLIVE AVENUE	NUESTRA AVENUE			One per 13C-2. This is a "T" intersection. Existing driveway, one ramp can be installed.	One per 13C-2 One per 13C-2.	2
W. OLIVE AVENUE	NOVATO AVENUE			One case "F" per Caltrans Standard Plan A88A. This is a "T" intersection.	One per 13C-1.	2
BELLEVILLE WAY	BELLEVILLE		One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection.		One Case "F" per Caltrans Standard Plan A88A. Existing street light pole No. 7A13 and driveway.	2
YUKON DRIVE	CASHMERE COURT	One per 13C-2		One per 13C-2		2
CASCADE DRIVE	CASTLEROCK COURT	One per 13C-2. Conflict: Pull box in the way need to be lowered. This is a "T" intersection.		One per 13C-2.		2
THUNDERBIRD AVENUE	COTSWALD COURT	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection.		One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection. Existing landscape		2
THUNDERBIRD AVENUE	LILLICK DRIVE	One per 13C-2	One per 13C-2	One per 13C-2 Existing crosswalk south leg shift a bit to the south	One per 13C-2, Existing DI	4
LOCHINVAR AVENUE	LILLICK DRIVE		One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection.		One Case "F" per Caltrans Standard Plan A88A.	2

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Main Street	Cross Street	NE Corner	NW Corner	SE Corner	SW Corner	Coro Ramps No.
DUNFORD WAY	LOCHINVAR AVENUE	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection. Installed ladder yellow crosswalk per original installation				1
DUNFORD WAY	SANDPIPER COURT	One Case "F" per Caltrans Standard Plan A88A. This is a "T" intersection. Existing bushes to remove	One Case "F" per Caltrans Standard Plan A88A.			2
Total Ramps						145

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FY 2011/12 Pavement Slurry Seal List for Road Segments and Parking Lots

Enclosed is the staff report to Council with an attached list detailing the road segments and public parking lots planned for resurfacing in FY 2011/12.



Council Meeting: February 15, 2011

SUBJECT: Award of Bid No. F1011-50 for Pavement Slurry Seal - 2011**BACKGROUND**

Capital Project 828030 provides for the contracted cost of the application of slurry sealing to a portion of the City's streets each year. Slurry seal is the application of a mixture of oil, water, sand and selected additives to the surface of a street to provide a wearing surface and seal the underlying materials. It is economical, easy to apply and has the lowest life cycle cost for the benefit received in extending the life of a roadway. The FY 2010/2011 project includes a Base Bid of approximately 1.7 million square feet slurry seal and Additive Alternates of 355,000 square feet (AA1) and 1.3 million square feet (AA2), to be awarded if the City receives favorable bid pricing. The base bid portion of the project will provide for the slurry sealing of 28 City streets and 4 parking lots. The various locations proposed are listed in Attachment C.

DISCUSSION

The project was bid as follows:

Bid Notice: Advertised in The Sun on November 26, 2010;
 18 bay area Builder's Exchanges;
 Onvia Demandstar public procurement network; and
 Published on the City's web site.

Bid Response: 5 contractors requested bid documents.

Bid Results: Sealed bids were publicly opened on December 15, 2010;
 5 responsive bids were received.

The lowest responsive and responsible bid was from Graham Contractors, Inc. of San Jose with a Base Bid in the amount of \$168,361, which is approximately 30% below the engineer's estimate of \$240,000. The Bid Summary is attached (Attachment A). In addition, Graham Contractors bid \$39,114 on AA1 and \$144,685 on AA2.

Staff recommends awarding the Base Bid and a portion of Additive Alternate 2 in the amount \$70,571 which will provide an additional 641,556 square feet of slurry seal (see Attachment C). Additive Alternate 1 was not selected for inclusion because it contained segments of Homestead Road which will be coordinated with the City of Cupertino, and they have not scheduled their portion of the work at this time. Staff also recommends a 7% contract contingency in the amount of \$16,725 for unforeseen conditions in the field which may be used for additional street sealing as circumstances allow.

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

FISCAL IMPACT

Project costs are as follows:

Construction (Base Bid)	\$168,361
Portion of AA2	\$70,571
Contract Contingency (7%)	\$16,725
Total Project Cost	\$255,657

The total project cost utilizes all available FY 2010/2011 funding in Capital Project 828030, Annual Slurry Seal of City Streets, and a portion of Capital Project 820130, Routine Resurfacing of City Owned Parking Lots.

PUBLIC CONTACT

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

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of \$238,932 to Graham Contractors, 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 7% contract contingency in the amount of \$16,725.

Reviewed by:

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

Reviewed by:

Marvin A. Rose, Director, Public Works

Approved by:

Gary M. Luebbbers
City Manager

Attachments

- A. Bid Summary
- B. Draft General Construction Contract
- C. Listing of Locations

ATTACHMENT A

Invitation for Bids No. F1011-50
Pavement Slurry Seal - 2011
Project No. ST-10/03-10

Bidder	Graham Contractors	Bond Blacktop, Inc.	Valley Slurry Seal	California Pavement	American Asphalt
Address	860 Lonus Street San Jose, CA 95126	2828 Faber Street Union City, CA 94587	3785 Channel Drive W. Sacramento, CA	9390 Elder Creek Road Sacramento, CA 95829	24200 Clawiter Road Hayward, CA 94545
Base Bid					
Unit Costs	\$0.099/SF \$168,361.08	\$0.011/SF \$187,067.87	\$0.116/SF \$197,271.57	\$0.132/SF \$224,481.44	\$0.15/SF \$255,092.55
TOTAL	\$168,361.08	\$187,067.87	\$197,271.57	\$224,481.44	\$255,092.55
Alt. AA1	\$0.11/SF \$39,114.24	\$0.12/SF \$42,670.08	\$0.13/SF \$46,225.92	\$0.16/SF \$56,893.00	\$0.15/SF \$53,337.60
Alt. AA2	\$0.11/SF \$144,684.87	\$0.10/SF \$131,531.70	\$0.13/SF \$170,991.21	\$0.155/SF \$203,874.14	\$0.15/SF \$197,297.55
Total Alt	\$183,799.11	\$174,201.78	\$217,217.13	\$260,767.58	\$250,635.15

**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 GRAHAM CONTRACTORS, INC., a California corporation ("Contractor").

RECITALS:

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

1. **The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Pavement Slurry Seal - 2011, Public Works Project No. ST-10/03-10, Invitation for Bids No. F1011-50", 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 furnishing all labor, materials, equipment, tools and services necessary to apply slurry seal on various street surfaces and parking lots as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by the City and adopted by the Owner. These Plans and Specifications are entitled respectively, Pavement Slurry Seal - 2011, Project No. ST-10/03-10.

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 One Hundred Sixty Eight Thousand Three Hundred Sixty One and 08/100 Dollars (\$168,361.08) for Base Bid and a portion of Additive Alternate AA2 in the amount of Seventy Thousand Five Hundred Seventy One and no/100 Dollars (\$70,571.00), in the manner provided in the Contract Documents, and subject to final determination of the work, including additions and deductions in accordance with Contract Documents. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Thirty Eighty Thousand Nine Hundred Thirty Two and 08/100 Dollars (\$238,932.08) unless upon written modification of this Agreement. The sum includes base bid and accepted portion of Additive Alternate No. AA2. All other 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 within the timeframe specified in the bid documents or as modified by the project manager and as specified in the Notice to Proceed. In no event shall work proceed beyond June 30, 2011.

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: Graham Contractors, Inc.
Attn: David Graham, Vice President
860 Lotus Street
San Jose, CA 95126

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

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

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

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

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

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference

is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the City's Website at <http://sunnyvale.ca.gov/Departments/Finance/Purchasing/prevailingwage.htm>. Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less 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 Two Hundred Fifty and No/100 (\$250.00) 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

Graham Contractors, Inc.
Contractor

License No. 315789

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)

BID SCHEDULE

<u>Item No.</u>	<u>Item Description</u> <u>Total Price</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>
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BASE BID

1.	Install Slurry Seal (Type II) Per Specifications	S.F.	1,700,617	<u>\$0.099</u>
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(price in words)

ADDITIVE ALTERNATES*

AA1.	Install Slurry Seal (Type II) Per Specification	S.F.	355,584	<u>\$0.11</u>
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(price in words)

AA2.	Install Slurry Seal (Type II) Per Specification	S.F.	1,315,317	<u>\$0.11</u>
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(price in words)

Base Bid Street Locations and Quantities

<i>Street</i>	<i>Begins</i>	<i>Ends</i>	<i>Square Footage</i>
ALDERWOOD	Elko s/s	South end	19,220
REAMWOOD	Mt View/Alviso	Elko n/s	60,324
HANOVER	Heatherstone	Elmira	47,037
LAKEFAIR	Hiddenlake e/s	Meadowlake	43,011
TOYAMA	Morse	Karlstad 444 e/pl elec 27B30	28,951
PAJARO	Central Expwy - 27' n/o Shirley	California n/s	23,957
LINDEN	Gail elec 13D03	Maria	33,432
BODEGA	Butano	Jacinto e/s	28,256
KNICKERBOCKER	Brookfield n/s	Bernardo w/s	152,649
CAMBRIDGE	Mary e/s	Peach	28,078
NORFOLK PINE	Ithaca n/s	Hillsboro s/s	16,394
CEZANNE	ECR s/s	Brahms	24,630
TEMPLETON CT	Spinosa w/s	West end	12,977
ALBATROSS	Dunholme	Harwick n/s	23,825
BLUE JAY	Locksunart s/s	Homestead	18,344
CARLISLE	dead end	Bittern e/s	16,379
CARLISLE	Bittern e/s	Floyd ctr	37,314
CARLISLE	Floyd ctr	Flicker ctr	55,321
CARLISLE	Flicker ctr	Kingfisher w/s	43,605
CARLISLE	Kingfisher e/s	Mallard 1402 n/s	16,631
HUMEWICK	Heron	Mallard e/s	36,538
HUTTON CT	Albatross	West end	8,014
KILLEAN CT	Albatross	West end	6,865
KINGFISHER	Fremont	Carlisle ctr	45,618
LOCKSUNART	Albatross w/s	Blue Jay e/s	28,455
HOMESTEAD	Bernardo ctr	Wright ctr	55,120
HOMESTEAD	Wright ctr	Mary w/s	86,223
MARY	California ctr	Evelyn n/s	71,968
REMINGTON	Lime ctr	Mary w/s	90,178
REMINGTON	Mary e/s	Hollenbeck w/s	149,840
REMINGTON	Hollenbeck e/s	S'vale/S'toga w/s	161,691
			<u>1,470,845</u>

Base Bid Parking Lot Locations and Quantities

Fire station 2		Wolfe & Arques	63,400
Ortega Park		Harrow & Emperor	22,177
Sunken Garden	pkg lot		39,661
Sunken Garden	Wolfe	w/s pkg lot - 1st stall on right	19,434
Sunnyvale Muni		Macara	84,667
			229,339

Total Base Bid Footage	1,700,184
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Additive Alternate 2 Locations

Street	Begins	Ends	Square Footage
CORTE MADERA CT	Ano Nuevo ctr	West end	10,511
ORIOLE	Inverness s/s	Kennard	8,661
KERRY	Redwing	Lochinvar	14,734
TOYON	Columbine	Dahlia n/s	25,644
REDWING	Kerry s/s	Lorne	26,147
OLIVE	Fair Oaks e/s	Hawthorn	29,696
DUNHOLME	Albatross	Bittern ctr	12,034
MANET	Crescent ctr	Puccini ctr	23,436
LOUISE	Kitchner	Kennewick w/s	30,284
NISQUALLY	Lewiston	Manitoba ctr	30,762
CHELAN	Wright	Samedra 1462 n/pl	39,854
ONTARIO CT	Ontario	end	8,596
KENBRIDGE CT	Maranta	West end	9,244
OTTAWA CT	Kirkland	South end	11,812
ERIE	Rubis w/s	Russet	15,832
BERKSHIRE	Nutmeg w/s	Peach	21,310
PEPPER	Knickerbocker	Radcliff	22,596
NANTUCKET CT	Pepper	West end	8,906
LANSDOWN CT	Pepper	West end	11,740
HUDSON	Grape	Lois	22,662
BROOKLINE	Quetta	Pear elec 10B63	31,844
WASHINGTON	Corral w/s	Lanitos w/s	10,019
HEMLOCK	Borregas s/s	San Diego ctr of park d/w	20,558
WASHINGTON	Lanitos w/s	Leota ctr	10,619
ARRIBA	Washington	South end	11,120

2011 Slurry Seal List Attachment C.xls

LOMETA	Washington	Noriega n/s	17,325
OLIVE	Purissima ctr	Pastoria w/s	18,442
KENMORE	McKinley s/s	Olive	24,899
POLK	Leota e/s	Portia e/s	29,003
PORTIA	McKinley	Polk n/s	8,745
DENNIS	Clarence	Iowa	32,627
GLENDALE	Morse	Carolina	17,908
CANDLEWOOD	Sandia s/s	Fairwood n/s	23,986
			<hr/>
			641,556

Total Square Footage	2,341,740
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Information Item 7

BPAC E-mail Messages and/or Letters

No e-mail messages were sent to BPAC attention since circulation of the agenda packet of the February 17th, 2011 meeting.

Information Item 8

BPAC Active Items List Update

The Commission's active items list is attached for your reference. Concerns regarding operational matters such as signal operations and bicycle detection are not individually listed, but will be regularly addressed during the BPAC meetings.

Bicycle and Pedestrian Advisory Commission

Active Items List

Item #	Item	OPR	Due Date (Approx)	Status	Last Updated
1	Bernardo Caltrain Under-crossing	Witthaus	Preliminary engineering by 2005	Feasibility Study accepted by the City Council. Funds for 20% local matching funds must be identified before further project initiation. BEP Tier 1 update submitted. VTA will program 80% funds out to 2016 to allow for time to secure matching funds. Project update submitted for Valley Transportation Plan (VTP) 2035 consideration.	4/9/2009
2	Code of Ethics and Conduct	El-Guendy	Annual	Was reviewed and accepted by BPAC during the meeting of January 20th, 2011.	2/10/2011
3	Utility Bill Stuffer	El-Guendy	Annual	Was discussed during the BPAC meeting on February 17, 2011.	3/10/2011
4	Bike to Work Day	El-Guendy	Annual	The event took place on Thursday, May 13, 2010 and BPAC members volunteered at the energizer stations located at the NASA light rail station, the Borregas Avenue ped/bike bridge, and the intersection of Wolfe Road/El Camino Real.	5/14/2010
5	Earth Day	El-Guendy	Annual	The event took place on April 24, 2010 and BPAC members participated/volunteered at the event.	5/14/2010
6	Health and Safety Fair	El-Guendy	Annual	The event will take place on Saturday, April 30th from 11:00 a.m. to 3:00 p.m.	2/10/2011
7	Curb Ramps, as well as Road Overlay, Slurry, Reconstruction & Chip Schedule	T. Pineda	Annual	Information only items to be shared with the BPAC members during the meeting scheduled for March 17, 2011.	3/10/2011
8	Signage request - Entrance of Baylands Park	El-Guendy	TBD	A site meeting took place with staff of the City's Department of Parks and Recreation who are planning to install improved signage and pavement markings.	8/13/2010
9	Spare the Air Fair	El-Guendy	Annual	The event took place on May 18, 2010. The BPAC Chair participated in the event.	6/11/2010
10	State of the City	El-Guendy	Annual	The event took place on July 4, 2010 in Washington Park during which Mayor Hamilton announced the winners of this year's annual awards.	7/9/2010

Item #	Item	OPR	Due Date (Approx)	Status	Last Updated
11	VTA Bicycle Expenditure Program (BEP)	Witthaus	Annual	Application was submitted by January 14, 2011 for \$85,000 to design and construct bike lanes on Pastoria Avenue between El Camino Real and Evelyn Avenue. The work also includes intersection improvements at El Camino Real, Iowa Avenue and Washington Avenue including signal modifications.	1/14/2011
12	Block Grants	Witthaus	Annual	Application was submitted for the redesign of Hendy Avenue between Fair Oaks and Sunnyvale Avenues in order to provide sidewalks, bike lanes, underground utilities, and other improvements. The project will receive approximately \$2 million in BEP and Pavement Rehabilitation funds. Also an application was submitted for the construction of left-turn and associated signal at the intersection of Old San Francisco Road/Sunnyvale Avenue.	8/13/2010
13	Construction Zone Safety Complaints received	El-Guendy	Ongoing	Responses are provided via phone or e-mail communications. In some cases, the responses are provided verbally during the BPAC meetings and documented as part of the meetings minutes.	2/19/2008
14	Policy on Street Space Allocation	Witthaus	Ongoing	Coordination is ongoing based on the approved policy on street space allocation and relevant roadway resurfacing/construction projects (examples are Bordeaux and Remington Drives). CEQA clearance and General Plan amendment have been carried out to the policy.	9/10/2010
15	Bicycle Detection Complaints received	El-Guendy	Ongoing	Responses are provided via phone or e-mail communications. In some cases, the responses are provided verbally during the BPAC meetings and documented as part of the meetings minutes.	9/11/2008
16	Community Design and Transportation (CDT) - Planning Grant Program	El-Guendy	Annual	Application was submitted by January 13, 2011 for \$75,000 excluding local match to conduct a feasibility study and develop a concept plan for the West Channel Trail corridor from Carribbean Drive to Mathilda Avenue. The plan was recommended for funding.	2/10/2011
17	2010/11 Caltrans Planning Grants	Witthaus	Annual	Grant applications have been submitted to multiple funding sources submitted to conduct the feasibility study of the Stevens Creek Trail Extension.	4/9/2010
18	2009 State Safe Routes to Schools	El-Guendy	Annual	A grant application was submitted by April 15, 2009 to add safety and operational improvements in school areas Citywide. The City's application for \$720k succeeded for Cycle 8, FY 2009/10. Project design has been initiated.	9/10/2010

Item #	Item	OPR	Due Date (Approx)	Status	Last Updated
19	Stimulus Package	Witthaus	Ongoing	Application for the Green Infrastructure Funding Grant was submitted to complete the design and implement the East Channel Trail (Application was denied)	9/10/2010
20	2010 Community Design and Transportation (CDT) - Capital Grant Program	El-Guendy	Annual	In response to the second call for projects, application was submitted on October 4th to complete design and construct the East Channel Trail. The project was recommended to receive grant funds in the amount of \$595,200 in addition to the required local match of 20% (\$148,800).	11/10/2010
21	Establishment of Bike Lanes on Mary Avenue	Witthaus	Ongoing	The BPAC requested adding this item on the list for the establishment of bike lanes on Mary Avenue between Fremont and Maude Avenues following the required review in accordance with the street space allocation policy. Conceptual planning and consultation are underway.	3/10/2011
22	Santa Clara Valley Water District - Trail and Open Space Grant Programs	El-Guendy	Annual	Applications were submitted for design and construction of the East Channel Trail, and for conducting the Stevens Creek Trail Feasibility Study (Applications were denied).	9/10/2010
23	Sustainable Communities Planning Grant	Witthaus	Ongoing	Application was submitted on behalf of the Cities of Cupertino, Los Altos and Mountain View and lead by the City of Sunnyvale to conduct the Feasibility Study associated with the Stevens Creek Extension (Application was denied).	9/10/2010
24	Vehicle Emissions Reductions Based at Schools (VERBS) Grant Program	Witthaus	Ongoing	Teaming with the Traffic Safe Communities Network (TSCN), an application for non-infrastructure initiatives was submitted on October 4th. Scoring of projects will take place during the week of October 18th, 2010. The project was awarded funding of \$1 million excluding local match which will be split between the City of Sunnyvale and the County of Santa Clara. About 80% of Sunnyvale elementary and middle schools will be evaluated.	2/10/2011