ADVERTISEMENT FOR REQUEST FOR PROPOSALS

NOTICE: THE CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City") hereby gives notice that it will accept proposals for minor asphalt improvements.

2016 MINOR ASPHALT IMPROVEMENTS
Various Locations, Cupertino, CA 95014

1. **PROPOSALS SUBMISSION:** Only proposals(s) received at the City Clerks office located at 10300 Torre Ave by Tuesday, September 20, 2016 2:00 p.m. will be given consideration. All proposals must be submitted in an original only, in a sealed envelope indicating the name of the proposal (2016 *Minor Asphalt Improvements*), and must be labeled with the date and time of the proposal opening in the lower left corner.

2. **CONTACT INFORMATION:**
   Roger S. Lee, Asst. Director of Public Works
   408 777 3254 general
   408 777 3333 fax
   rogerl@cupertino.org
   10300 Torre Ave
   Cupertino, CA 95014

3. **STATEMENT OF QUALIFICATIONS:** Each proposal shall include a completed Statement of Qualifications form. Requested information includes locations and owner contact information for a minimum of three completed projects of similar scope, completed by the contractor within the last two years. Contractor shall have a minimum of two (2) years of successful experience providing the requested services at locations of similar size and use.

4. **DESCRIPTION OF THE WORK:** The work to be performed under this contract is to provide all labor, materials, tools and equipment necessary for removal and replacement of failed asphalt, adjustment of monument covers and adjustment of manholes.

5. **PROFESSIONAL STANDARD:** At all times while conducting asphalt services the contractor is to apply professional standards with materials placed and labor utilized. Care must be taken to the traveling public and pedestrians at all times. The Manual on Uniform Traffic Control Devices (MUTCD) is to be applied at all times

6. **REQUIRED CONTRACTOR'S LICENSE:** A California **Class A or Class C-12** contractor's license is required to Bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract. Removal, handling, and/or disposal of hazardous materials may, by law, require hazardous substance removal certification by the Contractor's State License Board.

7. **Required Contractor and Subcontractor Registration [Applies if bid is submitted on or after March 1, 2015 or if Contract is awarded on or after April 1, 2015. Labor Code Section 1771.1]**

a. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00430 Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
b. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with Paragraph 1.01A above shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

8. **BONDS:** A bid bond is not required. The successful contractor shall furnish a faithful performance bond and a labor & materials bond, both in the amount of 100% of the proposal amount.

9. **PREVAILING WAGE LAWS:** The successful contractor is required to comply with prevailing wage laws.

10. **PROCUREMENT OF REQUEST FOR PROPOSAL DOCUMENTS:** Contractors may examine a complete hard-copy set of agreement documents at the City's Public Works Department, 10300 Torre Ave, in Cupertino.

To obtain a copy of the proposal documents, download a set of proposal documents from the City of Cupertino Web site at: http://www.cupertino.org/index.aspx?page=659, or from a plan room or trade journal site that carries them. The City will post all addendums to the project on the City web site and it is the Contractor's sole responsibility to download the addendums for the project. If a Contractor wishes to be on the plan holders list for the project the Contractor must send an email to: pavementprojects@cupertino.org containing the following information: Contractor's name, address, phone and fax number, and e-mail address for future communications. The plan holders list will be updated daily. Contractor submitting proposal is responsible for printing all of the proposal documents.

11. **PROPOSAL PREPARATION COST:** The City will make no reimbursement for contractor costs associated with preparing a proposal.

12. **RESERVATION OF RIGHTS:** City specifically reserves the right, in its sole discretion, to reject any or all Proposals, or re-proposal, or to waive inconsequential deviations from Proposal requirements not involving time, price, or quality of the Work.

13. **PORTION OF WORK PERFORMED BY THE CONTRACTOR:** The Contractor shall perform no less than 51% of the Work, excluding Specialty Items, with its own organization.

AGREEMENT BETWEEN THE CITY OF CUPERTINO AND FOR 2016 MINOR ASPHALT IMPROVEMENTS

THIS AGREEMENT, for reference dated_____, 2015, is by and between CITY OF CUPERTINO, a municipal corporation (hereinafter referred to as "City"), and (insert contractor name), a _____ (California corporation, partnership, sole proprietor, individual) whose address is _____ hereinafter called the Contractor, and is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of California and the Cupertino Municipal Code.

B. City and Contractor desire to enter into an agreement for minor asphalt improvements in accordance with the Special Provisions and Technical Specifications (Exhibit A) dated August 16, 2016.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM**:

The Contractor shall begin work within ten (10) working days after receiving notice from the Engineer to commence the work, and shall diligently prosecute the work to completion before the expiration of twenty (20) consecutive working days from the date of receipt of notice to begin work.

2. **SERVICES TO BE PERFORMED**:

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Special Conditions and Technical Specifications (Exhibit A) dated APRIL 15, 2015 hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein.

3. **COMPENSATION TO CONTRACTOR**:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's proposal, which is attached hereto as Exhibit "B" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of the City, to be taken

from the general fund.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. Payment shall be made for 95% of the value of the work. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within thirty five (35) days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

4. TIME IS OF THE ESSENCE:

Contractor and City agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum of One Hundred Dollars ($100) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. **STANDARD OF CARE**:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES**:

City and Contractor intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS**:

Contractor shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers against any and all liability, claims, stop notices, actions, causes of action or demands whatsoever from and against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of, pertaining to, or related to the performance of this Agreement by Contractor or Contractor's employees, officers, officials, agents or independent contractors. Contractor shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole negligence or willful misconduct of City, its agents or employees. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in these sections from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this agreement. If

Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

10. **INSURANCE**:

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Cupertino by certified mail, "Attention: Assistant Director of Public Works." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE**:

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation**:

Statutory coverage as required by the State of California.

(2) **Liability**:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	$1,000,000 each occurrence
	$2,000,000 aggregate - all other
Property Damage:	$500,000 each occurrence
	$1,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of $2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage in the following minimum limits:

Bodily injury:	$500,000 each occurrence
Property Damage:	$500,000 each occurrence
	or
Combined Single Limit:	$1,000,000 each occurrence

B. **SUBROGATION WAIVER**:

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City

with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE**:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED**:

City, its City Council, boards and commissions, officers, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. **BONDS**:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney:

A. **Faithful Performance**:

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. **Labor and Materials**:

A bond for labor and materials in the amount of 100% of the total contract price.

12. **PROHIBITION AGAINST TRANSFERS**:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy,

which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**:

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's proposal shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES**:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS**:

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of City. Consultant may retain a copy of any report furnished to the City pursuant to this Agreement.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City.

Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

16. **RECORDS**:

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make

transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES**:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

City of Cupertino
10555 Mary Avenue
Cupertino CA 95014
Attention: Roger Lee, Assistant Director of Public Works

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

_____
_____
_____
_____

18. REQUIREMENT TO PAY PREVAILING WAGES

Consistent with the City's policy to pay prevailing wage rates, Contractor shall comply with the City's Labor Compliance Program and all other requirements set forth in Labor Code section 1770 et seq. The City shall require payment of the general rate of per diem wages or the general rate of per diem wages for holiday and overtime work. Contractor will submit (monthly or biweekly) certified payroll records to the City for all employees and subcontractors in a preapproved format or a City provided form. Any delay in remitting certified payroll reports to the City upon request from the City will result in either delay and/or forfeit of outstanding payment to Contractor.

19. SAFETY REQUIREMENT

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. City reserves the right to issue restraints or cease and desist orders to Contractor when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under

this Agreement.
Contractor shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Contractor, which is not a result of his or her operations, shall immediately be reported to City. Care must be taken to the traveling public and pedestrians at all times. The Manual on Uniform Traffic Control Devices (MUTCD) is to be applied at all times.

20. HOURS OF OPERATION

Contractor shall be allowed to operate only for the hours of 8 a.m. to 5 p.m. unless prior written approval has been secured from City to do otherwise.

21. NONDISCRIMINATION

Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this paragraph.

Contractor certifies and agrees that it will deal with its subcontractors, proposalders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Contractor shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions

of this paragraph.

If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state and federal anti-discrimination laws shall constitute a finding by City that Contractor has violated the anti-discrimination provisions of Agreement.

The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of $500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance. In addition, Contractor shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

Contractor's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Contractor shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

22. **URBAN RUNOFF MANAGEMENT**:

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each work day. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Santa Clara County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the States Best

Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars ($250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code ' 13385.

22. **TERMINATION**:

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

23. **COMPLIANCES**:

Contractor shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by City.

24. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Santa Clara, State of California.

25. ADVERTISEMENT:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

26. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

27. **INTEGRATED CONTRACT**:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

28. **INSERTED PROVISIONS**:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

29. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONTRACTOR
[Name of Contractor]

By_____
Title_____
Date_____

CITY OF CUPERTINO
A Municipal Corporation

By_____
Title_____
Date _____

RECOMMENDED FOR APPROVAL:
By_____
Title_____

APPROVED AS TO FORM:

By_____
City Attorney

ATTEST:

_____
CityClerk

EXHIBIT "B"

PROPOSAL

All Proposal items, including lump sums and unit prices, must be filled in completely. Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	UNIT	EST QTY	$/PER UNIT	EXTENDED TOTAL
1	Removal / Replacement of Failed Asphalt	Tons	320		
2	Replace Monument cover	Each	2		
3	Lower Manhole	Each	8		
4	Raise Manhole	Each	5		
5	Lower Water Valve	Each	4		
6	Raise Water Valve	Each	4		
				TOTAL PROPOSAL PRICE	

Total Proposal Price:

_____

(Words)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS
Contractor herby acknowledges receipt and examination of all Contract Documents and the following Addenda:

Addendum No.	Addendum Date

Contractor proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the sums of money listed in this Proposal Form.

NAME OF CONTRACTOR:

_____

Licensed in accordance with an act for the registration of Contractors, and with license number:
_____ Expiration Date:
_____

_____
Where incorporated, if applicable

_____

_____
Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
Signature of Contractor

NOTE: If Contractor is a corporation, set forth the legal name of the corporation, state where incorporated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.
Business Address:

_____
_____
_____

Officers authorized to sign contracts: _____

_____

_____

Typed Full Name:

Telephone Number(s): _____

Fax Number(s): _____

E-Mail Address: _____

END OF DOCUMENT

STATEMENT OF QUALIFICATIONS

2016 MINOR ASPHALT IMPROVEMENTS

1. **Summarize briefly your experience in providing the services outlined in the attached request for proposals:**

2. **List the names and addresses of three (3) firms, with telephone numbers and contact person, for which you have provided similar services:**

Contractor:_____
Address:

_____

_____

By: _____
(Signature)

_____
Typed Name / Title

EXHIBIT "A"

SPECIAL CONDITIONS

1. LOCATIONS

The project is located at various locations in the City of Cupertino, County of Santa Clara. Exhibit "C" is a city-wide site plan of locations.

2. SCOPE OF WORK

The work to be performed under this contract is to provide all labor, materials, tools and equipment necessary for removal and replacement of failed asphalt, adjustment of monument covers, and adjustment of manholes as identified in this Exhibit A and Exhibit C.

The scope of work includes all labor, materials and similar resources necessary to complete the work, including but not limited to such items as flagmen, necessary resources to comply with all safety requirements, work and materials required to provide public convenience and public safety during the Project, disposal, utility coordination, barricades, lights, pedestrian walkways, and repair of damage to private property.

Contractor shall ensure that a foreman or lead worker is on the job at all times while work is being performed, and that the foreman or lead speaks and reads English sufficiently to comprehend required instructions.

All work shall be performed in accordance with the latest edition City of Cupertino Standard Details and Standard Plans and Standards Specifications of the State of California, Department of Transportation. Should a conflict arise between the contract documents and the other referenced standards these special conditions and technical specifications shall govern, followed in order by the City of Cupertino Standard Details, then the State of California, Department of Transportation Standards.

3. ESTIMATED QUANTITIES

Item	Description	Est. Qty.	Unit
1	Removal / Replacement of Failed Asphalt	350	Tons
2	Replace Monument Box and Cover	2	Each
3	Raise Manhole	2	Each
4.	Lower Manhole	1	Each
5.	Lower Water Valve	4	Each
6.	Raise Water Valve	4	Each

4. ALLOWABLE QUANTITY VARIATIONS

Increases or decreases in the quantity of unit price items will be determined by comparing the actual pay quantity of an item of Work with the approximate quantity in the listing of the proposal items contained in Exhibit B (Schedule of Proposal Prices).

If the actual pay quantity of an item of work varies from the approximate quantity by 25 percent or less, payment will be made for the actual quantity of work performed at the agreement unit price listed in Exhibit B (Proposal).

5. EXPLANATION OF PROPOSAL ITEMS

The price proposal per unit measure of work shall include all costs of labor, equipment, incidentals, and materials necessary to complete the work specified in this agreement and in accordance with these special conditions and technical specifications.

Any item shown on the details or described in these provisions and not specifically listed as a proposal item shall be considered as included in the various proposal items and no special compensation will be allowed.

6. COMPLETION OF PAVING OF EXCAVATED AREAS AND DAMAGES

Removal and replacement of each area of failed asphalt identified in Item no.1 shall be completed within 48 hours of the initial removal of failed asphalt. Open excavations beyond this time period increases the amount of inconvenience sustained by the motoring public and the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum of Five Hundred Dollars ($500) per day for each and every day's delay beyond the 48 hour limit, for each excavated area that remains unpaved and lower than .10 feet below surrounding grade. Time begins upon initial removal. This amount of liquidated damage shall be deducted by the City from monies due from the Contractor hereunder, or the Contractor's assigned, successors, and sureties shall be liable to the City for any excess.

8. ITEMS AND WORK NOT SPECIFICALLY INCLUDED IN A DESCRIPTION

Any and all items and/or work called for in these special conditions and technical specifications, and not included in a description or a specific proposal item, shall be included by the contractor in one (1) or more of the proposal items and no additional compensation will be allowed.
Contractor shall not complete any additional work is required to without prior written authorization from the City's project manager.

9. PUBLIC CONVENIENCE AND SAFETY

A project schedule and traffic control plan is to be submitted by the contractor prior to the start of work. The City shall review and provide comments as appropriate to the contractor, with any noted deficiencies corrected prior to start of work. The Contractor shall conduct their operations so as to cause the least possible obstruction and inconvenience to public.

11. QUESTIONS

Any questions regarding these plans and specifications should be directed to City of Cupertino, Assistant Director of Public Works, Roger Lee, (408) 777-3350.

12. RESPONSIBILITY OF CONTRACTOR

The City assumes no responsibility whatsoever for loss or damage of equipment owned or operated by the Contractor, his agents or employees.

13. EQUIPMENT

The Contractor must obtain a bulk water meter from various water agencies and pay for water usage (California Water Service and San Jose Water Company).

Machines must be properly registered and insured in accordance with California State Motor Vehicle Laws and a copy must be left at the Service Center.

TECHNICAL SPECIFICATIONS

1 ASPHALT CONCRETE

1.1.1. Surface Preparation

Contractor shall furnish all necessary supervision, labor, materials, construction tools and equipment, supplies, power sweeping, notification of affected residents/businesses, traffic control, utilities and services, transportation, receiving, handling and storage, and removal to complete the work. The Contractor is responsible for preserving manholes, monuments, valve boxes, catch basin grates, etc.

1.1.2. Scope – Removal / Replacement of Failed Asphalt

Proposal Item No. 1 Removal / Replacement of Failed Asphalt will occur at various locations (approximately 15) throughout the City (Exhibit C).

This proposal item shall consist of excavating materials, regardless of character and subsurface conditions, in the areas marked in white paint. Removal depth shall generally be four (4) inches removal and replacement on residential streets and six (6) inches on collector streets. The Engineer shall confirm placement and depths of excavation prior to removal and will confirm finished sub-grade elevations prior to allowing contractor to place asphalt concrete. Aggregate gradation for all asphalt concrete shall be PG 64-10 3/4-inch mix maximum.

Locations of failed asphalt have been field marked. Any existing improvements damaged by the Contractor's asphalt removal / replacement operation shall be replaced at the Contractor's sole expense.

Failed pavement to be removed may be ground or otherwise broken to the limits marked and to the depth required of the area removed. Areas marked for removal / replacement have widths starting at one foot. The pavement cut encircling the removal / replacement area shall be saw cut or ground full depth.

Removal of asphalt concrete and aggregate base shall be performed in such a manner that the edge of the remaining pavement is undisturbed and undamaged. The Contractor shall lawfully dispose of the removed material off the project limits. All grinding materials, where practical, are to be loaded directly in to trucks, stockpiling of materials onsite for any time length is not allowed. Disposal shall be the responsibility of the Contractor and is considered incidental to this proposal item. The location of the disposal site must be approved by the Engineer.

Asphalt lift thickness shall conform to Section 39 of the State of California, Department of Transportation Standard Specifications, latest edition. No layer shall be placed over a layer which exceeds 0.25 foot in compacted thickness until the temperature at mid-depth of the layer which exceeds 0.25 foot in compacted thickness is not more than 160 degrees

Fahrenheit. All asphalt concrete shall be deposited directly into the excavation from the delivery vehicle and shall be leveled prior to any compaction efforts. All asphalt concrete mixtures shall be placed only when the atmospheric temperature is above 50 degrees Fahrenheit and rising.

Pavement removal and construction of asphalt concrete shall be performed with a minimal disruption of parking/pedestrian movement.

The Contractor shall compact the existing subgrade of deep lift asphalt removal / replacement area to 90% relative compaction. Compaction of soil subgrade in asphalt removal / replacement areas is considered incidental to this proposal item. Spreading and compacting equipment shall conform to Section 39-5, SPREADING AND COMPACTING EQUIPMENT, of the State of California, Department of Transportation Standard Specifications, latest edition, except as noted herein.

Any pavement striping or markings disturbed by this proposal item will be replaced by the Contractor.

Prior to starting removal or replacement of asphalt, the Contractor shall submit to the Engineer, the equipment manufacturer's specifications for each piece of equipment used on the project.

1.1.3. Scope - Replace Monument box and Cover

Proposal Item No. 2 Replace Monument Box and Cover will occur at various locations (10 Locations) throughout the City as indicated in Exhibit "C".

This proposal item shall consist of removing asphalt concrete around existing monument box, removing existing monument cover and frame, and installing new frame and cover per City of Cupertino Standard Detail 1-14 (Attachment A). All work shall be completed taking extreme caution not to disturb the existing monument pin. If the monument is disturbed the Contractor will be responsible for re-establishing it as a monument in accordance with State laws.. The required concrete ring around the adjusted manhole shall be placed one inch lower than final asphalt grade.

Any pavement striping or markings disturbed by this proposal item will be replaced by the Contractor.

1.1.4 <u>Scope - Adjust Manhole/Water Valves</u>

Proposal Item No. 3 thru 6 Raise/Lower Manholes and Water Valves will occur at various locations (3 Locations) throughout the City as indicated in Exhibit "C".

This proposal item shall consist of removing the existing manhole frame and cover, making adjustment to the ring height and replacing existing manhole frame and cover per

City of Cupertino Standard Detail 3-10 (Attachment A). The required concrete ring around the adjusted manhole shall be placed one inch lower than final asphalt grade.

Any pavement striping or markings disturbed by this proposal item will be replaced by the Contractor.

1.1.5 Cumulative Liquidated Damages.

Once the pavement is removed in asphalt removal and replacement areas or manhole areas, the Contractor shall diligently prosecute the work so that the deep lift is in place within the same working day. At no time shall there be a drop off greater than .10' (one-tenth of a foot) in the pavement overnight. No unnecessary delays shall be tolerated. By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of Five Hundred Dollars ($500) per calendar day, for each excavated area that remains incomplete beyond the 48 hour limit. Time begins upon the initial removal.

All liquidated damages in this Contract are cumulative.

1.1.6. Submittals:

The Contractor shall submit the following prior to beginning work:

A. Certificates of compliance for asphalt concrete.

B. Certificates of compliance for Portland concrete.

1.1.7. Measurement and Payment:

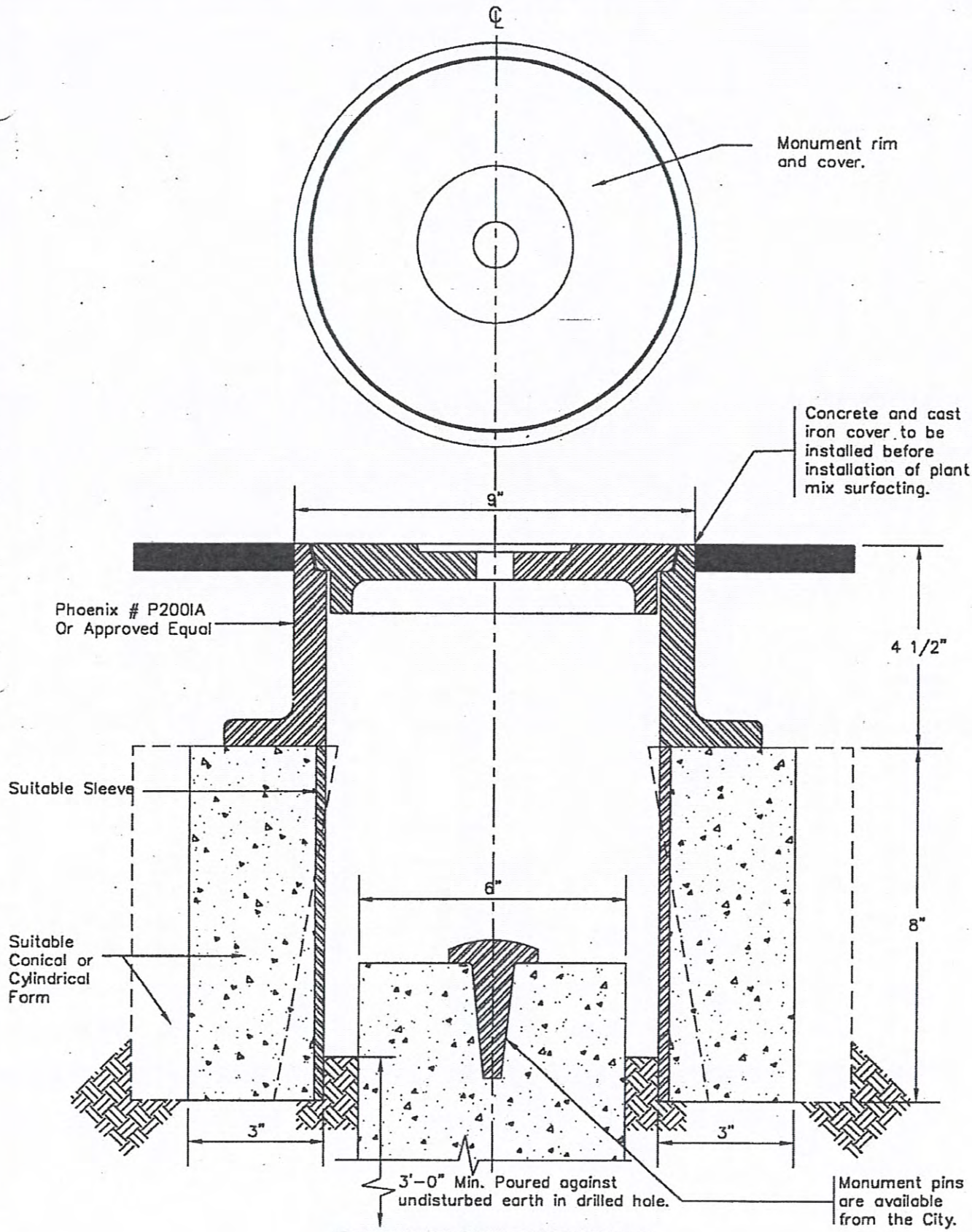
Removal / Replacement of Failed Asphalt concrete Proposal Item No. 1 shall be measured and paid per the theoretical weight, measured in tons. The theoretical weight will be calculated based upon the individual asphalt repair areas marked by the City, multiplied by the depth, multiplied by the weight of asphalt in lb/cubic feet (assume 150 lbs/cubic foot), all divided by 2000. Any and all removal and replacement done outside of the areas marked by the City or to depths greater than 5 inches will be at the expense of the Contractor. The contract price paid per ton for Proposal Item No. 1 shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved to repair the failed pavement including pavement excavation and removal, compaction and grading of sub-grade (if needed), asphalt concrete, fog coat, and tack coat, replacement of any striping or legends removed, complete in place. Work shall include saw-cutting and/or grinding of asphalt, removal of asphalt and affected sub-grade, compaction of subgrade and replacement of asphalt as specified herein and as directed by the Engineer.

Install new Monument Frame and Cover Proposal Item No. 2 shall be measured and paid per each monument frame and cover replaced. The contract price paid per monument cover adjusted for Proposal Item No. 2 shall include full compensation for furnishing all

labor, materials, tools, equipment and incidentals, and for doing all the work involved per City of Cupertino Standard Detail 1-14.

Adjust Manhole Proposal Item No. 3 and 4 shall be measured and paid per each manhole adjusted. The contract price paid per manhole adjusted for Proposal Item No. 3 shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved per City of Cupertino Standard Detail 3-10.

Attachment "A"



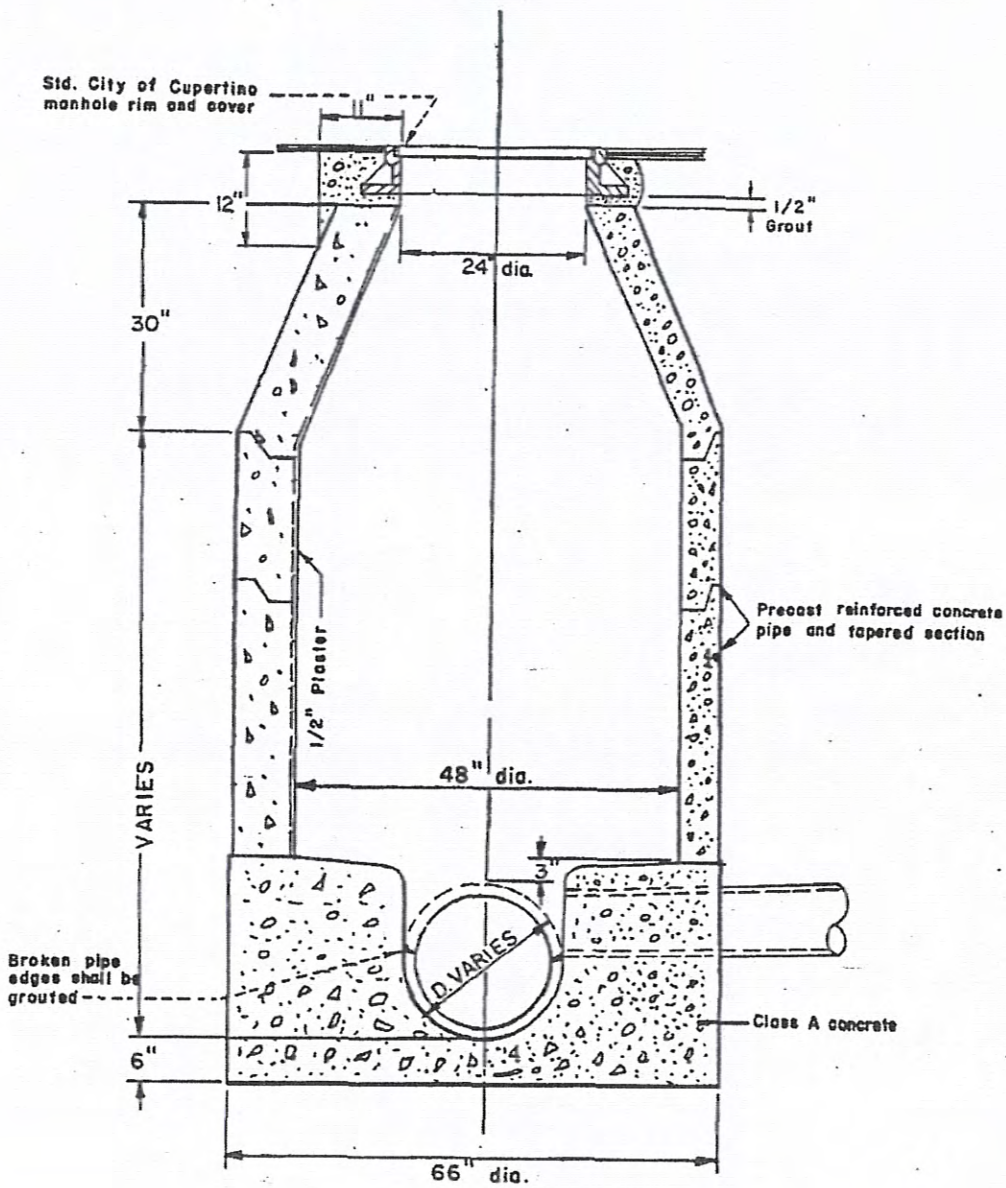
STREET MONUMENT

CITY OF CUPERTINO STANDARD DETAILS	APPROVED BY: CITY ENGINEER DATE: 6/27/97	1-14

Attachment "A"

CONCENTRIC MANHOLE

8" to 33" PIPE



NOTES:

Mortar and grout to conform to Section 65, State Std. Specifications.

Manhole foundation poured in place.

CITY OF CUPERTINO STANDARD DETAILS	APPROVED BY: CITY ENGINEER DATE: 2/10/89	3—10

PROJECT LOCATION LIST

Location List	Length	Width
Jollyman Park Parking Lot	8	4
20967 Fairwoods Ct	12	6
S. Stelling Rd./Prospect Rd. Near RR Tracks	29	9
1690 S. Stelling Rd	10	4
7647 Prospect Rd	36	8
7647 Prospect Rd	14	5
7647 Prospect Rd	50	13
7651 Echo Hill Ct	7	4
SB Mary Ave @ Stevens Creek Blvd	51	12
SB Mary Ave @ Stevens Creek Blvd	7	4
SB Mary Ave @ Stevens Creek Blvd	140	6
NB S. Blaney Ave @ Rodrigues Ave.	87	12
NB S. Blaney Ave @ Rodrigues Ave.	10	6
SB S. Blaney Ave. @ Rodrigues Ave.	48	12
SB S. Blaney Ave. @ Rodrigues Ave.	16	5
10600 N. De Anza Blvd On Mariani Side Of Property	10	8
6793 Clifford Dr	18	13
6793 Clifford Dr	45	13
6793 Clifford Dr	30	12
10510 Greenleaf Dr	7	4
10510 Greenleaf Dr	25	12
10510 Greenleaf Dr	33.5	4
20987 Greenleaf Dr	26	28
21972 Greenleaf Dr	27	5
21972 Greenleaf Dr	16	6.5
21972 Greenleaf Dr	22	4
20973 to 20959 Greenleaf Dr	104	4
20959 to 20945 Greenleaf Dr	5	4
20945 Greenleaf Dr	9	10
20945 Greenleaf Dr	4	4
20945 Greenleaf Dr	12.5	4
20931 Greenleaf Dr	8.5	10
20931 Greenleaf Dr	12.5	8
20931 to 20917 Greenleaf Dr	47	4
20916 Greenleaf Dr	83	4
20916 Greenleaf Dr	33	5
20903 Greenleaf Dr	4	4
20903 to 20889 Greenleaf Dr	24	4
20874 to 20860 Greenleaf Dr	46	4
20875 to 20861 Greenleaf Dr	33.5	4
20861 Greenleaf Dr	12	4
20846 Greenleaf Dr	33.5	4
20846 to 20832 Greenleaf Dr	37	9
20833 Greenleaf Dr	76	4
20832 to 20818 Greenleaf Dr	37	4
20818 Greenleaf Dr	12	4

PROJECT LOCATION LIST

20804 Greenleaf Dr	26	8
20790 Greenleaf Dr	39	6
20790 Greenleaf Dr	40	4
20790 to 20776 Greenleaf Dr	24	4
20791 to 20777 Greenleaf Dr	17	4
20777 Greenleaf Dr	11	4
20777 Greenleaf Dr Driveway to Beardon	103	4
Greenleaf Dr @ Beardon Dr	60	15
Gillick Way @ Martinwood Way	22	4
Gillick Way @ Martinwood Way	15	6
Gillick Way @ Martinwood Way	48	4
Gillick Way @ Martinwood Way	12	4
Gillick Way @ Martinwood Way	17	8
20304 Gillick Way	41	5
20304 Gillick Way	18	4
20352 Gillick Way	23	8
20387 Gillick Way	4	4
20324 Gillick Way	40	6
20329 Gillick Way	22	5
20314 Gillick Way	38	5
20314 Gillick Way	23	4
10495 Bandley Dr	7	6
10495/10475 Bandley Dr	17	4
10475 Bandley Dr	23	5
10475 Bandley Dr	7	8
10475 Bandley Dr	27	5
10475 Bandley Dr	10	10
10475 Bandley Dr	24	4
10475 Bandley Dr	12	5
10475 Bandley Dr	13	5
10475 Bandley Dr	36	6
10455 Bandley Dr	15	4
10385 Bandley Dr	7	5
10385 Bandley Dr	4	4
10385 Bandley Dr	54	4
10385 Bandley Dr	6	4
10385 Bandley Dr	7	6
10385 Bandley Dr	4	4
10385 Bandley Dr	21	4
10118 Bandley Dr	84	12