DESIGN-BUILD PROPOSAL

CUPERTINO LIBRARY EXPANSION PROJECT

CITY OF CUPERTINO

29 JULY 2020

GONSALVES & STRONCK

NOLL & TAM ARCHITECTS

A. COVER LETTER

City of Cupertino – Department of Public Works
Michael Zimmermann, Capital Improvement Program Manager
10300 Torre Avenue
Cupertino, CA 95014-3255

July 29, 2020

RE: RFP for Design-Build Proposals, Cupertino Library Expansion Project

Dear Mr. Zimmermann:

Gonsalves & Stronck Construction Company, Inc. and Noll & Tam Architects are pleased to provide our combined firms' Proposal to the City of Cupertino for the Cupertino Library Expansion Project. Our team has years of experience working on public library projects, and we are excited about the opportunity to apply this experience to your project.

Our proposal builds on the EHDD documents and considers how we can deliver better value to the City while enhancing the beautiful and functional aspects of the design.

The value the Gonsalves & Stronck/Noll & Tam team brings:

- A proven team that has worked together successfully to deliver projects and is prepared to work collaboratively with the City of Cupertino, Nova Partners and other stakeholders.
- Public sector experience that informs our cost-effective, creative approach to solving problems. We will partner with you to be good stewards of public funds.
- A design team that understands the special needs of a library facility.
- A proposed design approach that provides the best long-term value for the City of Cupertino.

By submission of this Proposal, Gonsalves & Stronck Construction Company, Inc. and Noll & Tam Architects hereby certifies and agrees to the terms and conditions set forth in the RFP including the certifications identified as follows (per subsection 9.C):

- Statements and Representations
- Proposal
- Design Standards
- Planned Project Schedule
- Qualifications
- Financial Ability
- Design-Build Documents
- Licenses
- Conflict of Interest
- Non-Discrimination
- Iran Contracting Act
- Immigration Reform and Control Act

We envision that with this expansion, the Cupertino Library will continue to serve the community for many generations. We offer our commitment to personalized service, design excellence, and high-quality deliverables for which we are known.

Thank you for your time and consideration.

Respectfully submitted,

Keith Gonsalves
Vice President
Gonsalves & Stronck
kgonsalves@gs-construction.com

William Stronck
President
Gonsalves & Stronck
wstronck@gs-construction.com

Christopher Noll
Principal
Noll & Tam Architects
chris.noll@nollandtam.com

GONSALVES & STRONCK

NOLL & TAM ARCHITECTS

APPENDIX 6

PRICE PROPOSAL FORM

Directions: Complete and execute this Price Proposal Form as indicated and attach as Part B to the Proposal. The proposed Contract Price for the Services (as those terms are defined in Article 1 of the General Conditions of the Design-Build Contract Documents), must be fully inclusive of all costs, direct and indirect, including, but not limited to, labor, materials, equipment, overhead, permits, licenses, insurance, bonds, taxes, profit, etc.

A. Price Proposal A. Provide the proposed Contract Price to design and build the Project with no reduction in the minimum requirements, including performance criteria, set forth in the RFP and Bridging Documents.

ITEM	DESCRIPTION	PROPOSED PRICE
1	Design Services (as defined in General Conditions)	$ n/a
2	Construction Services (as defined in General Conditions)	$ n/a
3	**Total Contract Price for Price Proposal A**	**$** n/a

Total Contract Price for Price Proposal A (in words):
_____.

Weekly rate for Construction Phase "General Conditions" costs:* $ n/a

* Attach separate sheet showing breakdown of "general conditions" costs, but do not include home office overhead.

B. Price Proposal B. If Price Proposal A exceeds the City's cost estimate of $6,500,000, the Proposer may submit Price Proposal B. If Price Proposal A is within the City's cost estimate of $6,500,000, submission of Price Proposal B is optional. If Proposer includes Price Proposal B, by completing the form below, attach a separate document, titled "Price Proposal B Explanation," that clearly and with specificity identifies all modifications to the Bridging Documents to design and build the Project within the City's cost estimate of $6,500,000.

ITEM	DESCRIPTION	PROPOSED PRICE
1	Design Services (as defined in General Conditions)	$ 685,000
2	Construction Services (as defined in General Conditions)	$ 6,550,000
3	**Total Contract Price for Price Proposal B**	**$** 7,235,000

Total Contract Price for Price Proposal B (in words):
Seven Million, Two Hundred and Thirty Five Thousand Dollars.

Weekly rate for Construction Phase "General Conditions" costs:* $ 15,233

* Attach separate sheet showing breakdown of "general conditions" costs, but do not include home office overhead. ** See attached

C. City Determination. The City reserves the right, acting in its sole discretion, to award the Design-Build Contract, if at all, based on the Proposal that offers the best value to the City, which may include award based on Price Proposal A or Price Proposal B.

D. Proposer Commitment. If selected by the City, the Proposer agrees to provide the Design Services and Construction Services for the Project for the total Contract Price set forth for Price Proposal A or Price Proposal B (if provided), as set forth above, as

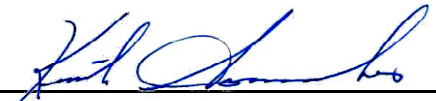
witnessed by the signature(s) below. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents. (Include a notarized affidavit attesting to the authenticity of each signature. If DBE is a partnership or joint venture, all general partners or members must sign the Price Proposal form.)

[Signature page follows.]

PROPOSER/DESIGN-BUILD ENTITY

Gonsalves & Stronck Construction Company, Inc.

(Legal Name of Proposer/DBE)

Signature: 

Date: July 29, 2020

Name & Title: Keith Gonsalves, Vice President

Signature: 

Date: July 29, 2020

Name & Title: William Stronck, President

CSI	Item Description	Takeoff Qty	Unit	Labor Hours	Labor Total	Mat Total	Subs Total	Equip Total	Other Total	Grand Total
1000	**General Conditions**									
1000										
1000	365 Days - 12 Months - 52 Weeks									
1000										
1001	Project Manager - Field	52.0	week	2,080.0	221,644.80					221,644.80
1001	Project Engineer - Field		week							
1001	Project Estimator - Main Office		hour							
1004	Dedicated COVID-19 field personnel	2,080.0	hour	2,080.0	165,494.78	1,635.00		3,750.00		170,879.78
1010	Project Superintendent	52.0	week	2,080.0	225,508.12					225,508.12
1011	Carpenter - Foreman		week							
1011	Laborer - Dedicated		week							
1015	Subsistence		week							
1015	Employee Expenses	1.0	lsum						1,000.00	1,000.00
1016	Gas Card	12.0	mnth						10,200.00	10,200.00
1016	Supervisory Parking		week							
1016	Bridge Tolls		week							
1017	Allowances - Auto / Truck	12.0	mnth						4,200.00	4,200.00
1017	Allowances - Cell Phone / Two-way radio	12.0	mnth						1,080.00	1,080.00
1019	Submittal / Shop Drawing Reproduction	1.0	lsum						500.00	500.00
1019	Additional Sets of Contract Documents	10.0	each						1,500.00	1,500.00
	General Conditions Total			**6,240.0**	**612,647.70**	**1,635.00**		**3,750.00**	**18,480.00**	**636,512.70**
1020	**Allowances**									
1020	Allowances -		lsum							
	Allowances Total									
1050	**Field Eng./A-E Services**									
1050	Layout Supplies & Consumables	1.0	lsum			735.75				735.75
1050	Sub-Surface Location	16.0	hour				1,600.00			1,600.00
1055	Registered Surveyor Quote		lsum							
1056	Architectural Services		lsum							
1058	Engineering Services		lsum							
1058	Geotechnical Services		lsum							
1058	Civil Engineering Services		lsum							
1058	Structural Engineering Services		lsum							
1058	MEP Engineering Services		lsum							
	Field Eng./A-E Services Total					**735.75**	**1,600.00**			**2,335.75**
1060	**Regulatory Requirements**									
1060	Business License	1.0	lsum						375.00	375.00
	Regulatory Requirements Total								**375.00**	**375.00**

CSI	Item Description	Takeoff Qty	Unit	Labor Hours	Labor Total	Mat Total	Subs Total	Equip Total	Other Total	Grand Total
1100	**Special Project Procedures**									
1100	Security Clearance		each							
1100	Employee / Subcontractor Badging		each							
1105	Traffic Management Plan		each							
1107	Infectious Control Plan		each							
	Special Project Procedures Total									
1300	**Submittals**									
1310	Scheduling	1.0	lsum				9,500.00			9,500.00
1310	Schedule Progress Updates	12.0	mnth				2,700.00			2,700.00
1380	Progress Photos		lsum							
	Submittals Total						**12,200.00**			**12,200.00**
1400	**Quality Requirements**									
1410	Laboratory Services		lsum							
	Quality Requirements Total									
1500	**Construction Facilities &Temp Contr**									
1505	Mobilization	1.0	lsum	40.0	4,128.18				100.00	4,228.18
1510	Temporary Water Connection	1.0	lsum				500.00			500.00
1510	Drinking Water - Field (Bottles)	12.0	mnth						900.00	900.00
1511	Power - Setup / Monthly cost	12.0	mnth				960.00	600.00	3,000.00	4,560.00
1511	Tempower Distribution Labor	16.0	hour	16.0	1,025.25					1,025.25
1511	Tempower Boxes	6.0	each					1,500.00		1,500.00
1511	Tempower Feeder SO Cable - 100'	7.0	each					2,450.00		2,450.00
1511	Tempower 50 amp WYE	1.0	each					95.00		95.00
1512	Wobblelight® 36" 400 watt Metal Halide Work Light	6.0	each					1,950.00		1,950.00
1514	Hook-Up Telephone	1.0	lsum				295.00			295.00
1514	Telephone Bill - Basic Service (2 voice)		mnth							
1514	Data Card - Internet services		mnth							
	Assume Internet connection from existing infrastructure									
1514	IT - Site visits	2.0	each						570.00	570.00
1515	Fire Extinguisher - 10 LB 5A10BC	5.0	each					100.00		100.00
1516	Temporary Toilet	12.0	mnth						3,420.00	3,420.00
	Assume (3) toilet average									
1516	Portable Handwash w/Cold Water	12.0	mnth						1,020.00	1,020.00
1516	Delivery Fee Including Pick-Up	2.0	each						180.00	180.00
1516	Holding Tank - Const. Trailer		mnth							
1516	Holding Tank - Hookup		lsum							
1516	Holding Tank - Pump Out (250 Gallon)		mnth							
1530	Temporary Tree Protection @ dripline (Orange snow fence)	300.0	lnft	75.0	4,805.87	327.00		375.00		5,507.87

CSI	Item Description	Takeoff Qty	Unit	Labor Hours	Labor Total	Mat Total	Subs Total	Equip Total	Other Total	Grand Total
1530	Fence Installation Trip Charge	2.0	each						600.00	600.00
1530	Porta Panels - 6' high x 12' (12 months)	1,200.0	lnft						4,500.00	4,500.00
1530	Porta Panels - Privacy Fabric	1,200.0	lnft						2,400.00	2,400.00
1531	Cable Railings	250.0	lnft	25.0	2,580.11	422.38				3,002.49
1531	Rebar Safety Caps	50.0	each	2.1	133.50	81.75				215.25
1560	Temporary Erosion Control (Silt Fence)	100.0	lnft	20.0	1,281.57	436.00		100.00		1,817.57
1561	Cont. Cleanup During Construction	52.0	week	832.0	53,313.14				1,560.00	54,873.14
1561	G&S Truck - Mixed Material	10.0	each			817.50		600.00	1,750.00	3,167.50
1570	Traffic Control	1.0	lsum				1,500.00			1,500.00
1580	Temporary Project Sign	1.0	each	4.0	256.31	272.50			1,200.00	1,728.81
1580	Temporary G & S Sign	2.0	each	4.0	256.31	327.00			500.00	1,083.31
	Construction Facilities &Temp Contr Total			**1,018.1**	**67,780.24**	**2,684.13**	**3,255.00**	**7,770.00**	**21,700.00**	**103,189.37**
1590	**Project Office / Sheds**									
1590	Job Office 12 x 40 w/o Bathroom	12.0	mnth						5,100.00	5,100.00
1590	Security Bar(s) Rental - Doors & Windows	12.0	mnth						300.00	300.00
1590	Step Rental - Two sets	12.0	mnth						144.00	144.00
1590	Delivery / Return Charge 12' wide	1.0	each				1,415.00			1,415.00
1590	Set Up - Block & Level / Knockdown Charge <12' wide	1.0	each				1,790.00			1,790.00
1590	Cleaning / Damage Repair - End of Job	1.0	lsum				750.00			750.00
1591	Project Office Furniture *Assume from G&S warehouse*		lsum							
1592	Jobsite Office Supplies	12.0	mnth						1,680.00	1,680.00
1595	Toolshed - 20' Container - G&S	12.0	mnth					360.00		360.00
1595	Transport & Set-Up Containers	1.0	each	4.0	256.31				275.00	531.31
1595	Gang Box - G&S		mnth							
1595	Transport & Set-Up Gang Boxes		each							
	Project Office / Sheds Total			**4.0**	**256.31**		**3,955.00**	**360.00**	**7,499.00**	**12,070.31**
1600	**Material & Equipment**									
1602	544D GRADALL - 8000lb 54' reach	1.0	mnth					3,360.00		3,360.00
1608	Delivery / Pickup Charge	1.0	each					150.00		150.00
1608	Mini Electric Scissor Lift 12'		mnth							
1625	6 CFM 1.5 HP Air Compressor-Electric		mnth							
1625	3/8" x 50' Air Hose		mnth							
1625	Air Nail Gun (Full-head, Roofing, Finish, Stapler)		mnth							
1680	Small Tools - Rental		lsum							
1681	Small Tools - Purchase		lsum							
	Material & Equipment Total							**3,510.00**		**3,510.00**
1700	**Project Closeout**									

CSI	Item Description	Takeoff Qty	Unit	Labor Hours	Labor Total	Mat Total	Subs Total	Equip Total	Other Total	Grand Total
1700	Punchlist	1.0	lsum	120.0	12,384.54	1.09				12,385.63
1705	Continuous Cleanup - End of Job	1.0	week	40.0	2,563.13	43.60				2,606.73
1710	Final Cleanup - Building	6,000.0	sqft				3,000.00			3,000.00
1720	Project Record Documents - Redline Scanning	1.0	lsum						750.00	750.00
1730	Prepare Operations & Maint. Manuals	8.0	hour	8.0	428.98					428.98
1730	Owners Maintenance Manuals	3.0	each			163.50				163.50
1790	Demobilize - End of Job	1.0	week	40.0	2,563.13	43.60				2,606.73
	Project Closeout Total			**208.0**	**17,939.78**	**251.79**	**3,000.00**		**750.00**	**21,941.57**
	Grand Total	**12.0**	**mnth**	**7,470.1**	**698,624.03**	**5,306.67**	**24,010.00**	**15,390.00**	**48,804.00**	**792,134.70**

GONSALVES & STRONCK
Construction Company Inc.

Cupertino Library

Price Proposal B / Appendix 6

Explanation / Value Engineering Options

1) Change to 2-each Hofcor Series Guz Glass Partitions	$<105,000>
2) Delete window coverings	$<44,000>
3) Delete Sun Control Devices	$<35,000>

• 1000 Washington Street, San Carlos, CA 94070-5319 • *TEL:* 650/802-2960 • *FAX:* 650/802-2972 • Lic.672769
www.gs-construction.com

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo } S.S.

On July 29, 2020 before me, Melanie J. Rivera, Notary Public,
(Name of Notary Public, Title)

personally appeared Keith Gonsalves
(Name of Signer (1))

(Name of Signer (2))

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELANIE J. RIVERA
COMM. #2249178
Notary Public - California
San Mateo County
My Comm. Expires July 8, 2022
NRO1 NRO1

Signature of Notary Public

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Price Proposal B Cupertino Library Expansion RFP,

containing 4 pages, and dated July 29, 2020.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☒ Corporate Officer(s) Vice President
  (Title(s))
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other:

representing: Gonsalves & Stronck Construction Co., Inc.
(Name(s) of Person(s) Entity(ies) Signer is Representing)

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 16 Entry # 8

Notary contact:

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐

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State of California

County of San Mateo } S.S.

On July 29, 2020 before me, Melanie J. Rivera, Notary Public,
Name of Notary Public, Title

personally appeared William Stronck
Name of Signer (1)

Name of Signer (2)

who 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.

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- ☐ Other:

representing: Gonsalves & Stronck Construction Co., Inc.
Name(s) of Person(s) / Entity(ies) Signer is Representing

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Notarial event is detailed in notary journal on:

Page # 18 Entry # 1

Notary contact:

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐

C. TECHNICAL DESIGN EXPERTISE

Gonsalves & Stronck and Noll & Tam are pleased to submit our Statement of Qualifications for design and construction services for the City of Cupertino Library Expansion Project. We would be excited to be your partner for this library project that would maximize building functionality and serve your community well for several generations.

NOLL & TAM ARCHITECTS

PRIME ARCHITECTURE

Noll & Tam Architects has completed a wide range of public buildings for cities and institutions. Christopher Noll and Janet Tam founded the firm in Berkeley, CA in 1992 to establish a talented studio of architects promoting active community involvement and environmentally responsive design. Noll & Tam is best known for our specialization in libraries, as we have programmed and designed more than 40 public libraries. These include the Half Moon Bay Library, which recently won an AIA/ALA Library Building Award and was listed as one of Library Journal's Landmark Libraries of 2019. We have also completed the new Hayward Library & Community Learning Center, a three-story downtown library that is on track to be LEED Platinum Certified and Zero Net Energy.

LIBRARY RENOVATION & EXPANSION

American Canyon Library

Bay Farm Island Branch, Alameda

Berkeley Public Library Central Library Improvements

Carmichael Branch Library

Contra Costa College Library & Skills Center Renovation

De Anza College Library Renovation

Freedom Branch Library, Watsonville

Golden Gate Branch Library, Oakland

Las Positas College Library Improvements

Live Oak Library Annex, Santa Cruz

Martin Luther King Jr. Branch Library, Oakland

Menlo Park Library Lobby

Mission Branch Library, Santa Clara

Mountain View Library

Napa County Main Library

North Highlands-Antelope Branch Library, Sacramento

Petaluma Regional Library Refresh

Rockridge Branch Library TeenZone, Oakland

Southgate Branch Library, Sacramento

Stanford University David Rumsey Map Center

Stanford University Green East Library Renovation

Sylvan Oaks Branch Library, Sacramento

Temescal Branch Library, Oakland

UC Berkeley Bancroft Library, Doe Library Annex

UC Berkeley Haviland Hall Student Commons & Library Renovation

UC Berkeley Moffitt Library West Terrace Canopy

University of Redlands Amarcost Library Renovation

Weekes Branch Library, Hayward

West End Branch, Alameda

West Oakland Branch Library, Oakland

NOLL & TAM ARCHITECTS: HAYWARD LIBRARY

HOHBACH-LEWIN, INC. STRUCTURAL & CIVIL ENGINEERING

Hohbach-Lewin, Inc. is a structural and civil engineering firm based in Palo Alto with branch offices located in downtown San Francisco, South Pasadena and Eugene, Oregon. They offer design, seismic analysis and evaluation services to architects, building owners, developers, and general contractors.

Hohbach-Lewin's staff of over 75 includes 28 licensed professional engineers, 22 of whom are California licensed structural engineers. All have extensive experience in the design and analysis of new and existing structures, with particularly strong experience in the design of new or modernization of educational facilities.

Hohbach-Lewin offers a "hands-on" approach; all of their projects receive the benefit of direct involvement and participation of the structural engineer of record. The firm's dedication to the craft of structural engineering is reflected in the work product they produce.

Representative Projects

- Mission Branch Library, Santa Clara
- Village Square Branch Library, San Jose
- Los Gatos Police Substation
- Palo Alto Police Building Expansion Report
- Danville Police Building Expansion
- Police Facility Expansion, Culver City

TAYLOR ENGINEERING MECHANICAL & PLUMBING ENGINEERING

Founded in 1995, Taylor Engineering is a nationally recognized engineering firm specializing in building mechanical systems design, energy conservation and energy analysis, energy management and control system design, and system commissioning.

Taylor Engineering has extensive experience in HVAC, plumbing, and fire sprinkler systems design and construction for large commercial, institutional, and residential buildings. All Taylor Engineering employees have contracting and/or commissioning experience, which ensures that their designs are practical, complete, well-coordinated, and on budget.

With experience both as design engineers and former design/build contractors, Taylor Engineering is uniquely qualified to serve as an owner's representative in the selection and oversight of design/build mechanical, plumbing and fire protection contractors. Services include performance specifications, design review, and thorough coordination to ensure that systems interface properly with other trades.

Representative Projects

- USF Law Library
- UC Berkeley Fong Library
- Oakland Main Library
- UC Berkeley Doe Library
- San Lorenzo Library
- Berkeley Library
- Alameda Free Library
- San Mateo Public Library
- Berkeley Public Library
- UC Berkeley Bancroft Library
- Joyce Ellington Branch Library, San Jose

THE ENGINEERING ENTERPRISE ELECTRICAL ENGINEERING

The Engineering Enterprise, a consulting electrical and low voltage design engineering firm founded in 1974, is dedicated to providing services of unique quality and range. Recently ranked as the 36th largest Electrical Design Firm in North America by EC&M Magazine, TEE has 41 employees in two offices to serve the Northern California market. TEE's Auburn office serves the Sacramento and Central Valley areas and our Alameda office serves the San Francisco Bay Area.

TEE's electrical design and engineering experience is significant and includes numerous types of projects, both renovation and new construction, ranging from small retail stores to large office campus facilities. Additionally, TEE has completed over 100 design-build projects, totaling 35.5 million square feet of building area. The firm recently formed part of the design team for the new Newark Civic Center project, providing design build documents for a 24,500 SF police department, 26,000 SF library and 23,000 SF city administration building along with associated ancillary spaces.

Representative Projects

- Newark Public Library
- Emeryville Center for Community Life Library
- Benicia Library Basement Remodel,
- Sutter County Library Innovation Center, Yuba City
- Arcade Branch Library Refresh, Sacramento
- Tehama County Library, Red Bluff
- Sacramento County Natomas Library
- Lincoln Public Library

SMITH, FAUSE & MCDONALD, INC.
TELECOM, A/V, SECURITY, ACOUSTICS

Formed in 1986 Smith, Fause & McDonald, Inc. is a San Francisco based engineering firm specialized in design of telecommunication, electronic security, audio-visual and acoustical engineering systems for commercial and municipal agency projects including universities, schools, libraries, community centers, civic centers, city halls, courtrooms, police and fire

SFMI brings an array of state-of-the-art technologies to new construction and renovation projects that are tailored to client needs and requirements while providing appropriate infrastructure capable of future growth. Whether designing systems for a new facility or for a renovation, SFMI incorporates cost effective and proven working technologies that have maximum capabilities and great user flexibility.

Representative Projects

- San Francisco Main Library - Teen Center
- Palo Alto Main Library
- Palo Alto Downtown Library
- Berkeley Central Library & Temporary Library
- Berkeley North Branch Library
- Santa Clara Main Library
- Santa Clara Temporary Library
- San Jose Berryessa Library
- Fairfield Cordelia Main Library
- Milpitas Main Library
- Burlingame Library

RCM FIRE PROTECTION INC.
FIRE PROTECTION

RCM Fire Protection Inc is a full-service fire protection company that specializes in design, installation, service and maintenance of fire suppression systems. Established in 2001, RCM Fire quickly grew into one of the most diversified Fire Protection contractors in California. RCM has the ability to bond single projects to $8M. Their strength is their years of experience. Experience equals diversification. RCM's project experience and customer base, cover a broad spectrum of specialties, including healthcare, technology, automotive manufacturing, government, high rise luxury condominiums, and large retail malls.

Representative Projects

- San Francisco State University Library
- Merritt College Center for Allied Health
- SJSU Health and Wellness Center
- Mills Peninsula Medical Professional Office Building
- Tracy Multi Modal Station
- Tracy Fire Department
- Livermore Airport
- Pier 29 Rebuild for America's Cup
- Benicia Commandant Restoration
- Equinix Silicon Valley SV55

CITY OF CUPERTINO

DESIGN-BUILD ENTITY

GONSALVES & STRONCK CONSTRUCTION COMPANY, INC.
Contractor

Keith Gonsalves
Vice President

Melanie Rivera
Project Administrator

William Hutchinson
Project Manage/Superintendent

Kirk Harmon
Project Foreman

NOLL & TAM ARCHITECTS
Architect

Christopher Noll
Principal in Charge

Amy Watson
Project Manager

Tom Beil
Project Architect

SUBCONSULTANTS

HOHBACH-LEWIN, INC.
Structural and Civil Engineering

Bill Henn
Civil Engineer

Douglas Hohbach
Structural Engineer

TAYLOR ENGINEERING
Mechanical and Plumbing Engineering

Glenn Friedman
Mechanical Engineering Principal

Reece Kiriu
Mechanical Engineering Project Manager

Bill Stahl
Plumbing Engineer

THE ENGINEERING ENTERPRISE
Electrical Engineering

Kristina Martin
Electrical Engineering Principal

SMITH, FAUSE & MCDONALD, INC.
Telecom, A/V, Security, Acoustics

Theo Hartman
Senior A/V Consultant

Ray Enriquez
Senior Telecommunications and Security Consultant

Jeff Woltman
Acoustical Engineer

RCM FIRE PROTECTION INC.
Fire Protection

Ray Misfeldt
Fire Protection President

Ali Namdar
Fire Protection Vice President

Glen Austin
Fire Protection Field Superintendent/Foreman

PLANNED STAFFING – DESIGN PHASE

Design Consultant	Job Classification	Existing Employee	Independent Consultant	Years Experience - Licensed Design Firm	Years Experience - Public CA projects w/ Group A/B Occupancy	Design Reconciliation (3 weeks)	Construction Documents (8 weeks)	Construction Administration (44 weeks)	Total per Person
Noll & Tam Architects	**Architectural**					**Hours**	**Hours**	**Hours**	**Hours**
Chris Noll	Principal	X	n/a	39	30	12	84	32	128
Scott Salge	Principal	X	n/a	22	11	16	40	0	56
Amy Watson	Project Manager	X	n/a	20	5	48	224	136	408
Tom Beil	Project Architect	X	n/a	36	32	110	284	224	618
Beckie Denio	Project Architect	X	n/a	21	6	90	176	36	302
Eli Mayerson	Designer	X	n/a	2	2	62	378	420	860
Sophie Jackman	Designer	X	n/a	4	3	0	310	36	346
					Subtotal	**338**	**1496**	**884**	
Hohbach-Lewin, Inc	**Structural/Civil**								
Douglas Hohbach	Principal In Charge	X	n/a	36	25	20	28	10	119
Bill Henn	Civil - Project Manager	X	n/a	30	25	n/a	40	10	105
Gerard Liwanag	Civil - Design Engineer	X	n/a	6	2	n/a	80	40	128
Vincent Bergado	Civil - Drafter	X	n/a	5	5	n/a	40	4	54
Brian Weirima	Structual - Project Engineer	X	n/a	9	3	24	60	8	104
Tammy Lau	Structural - Design Engineer	X	n/a	6	2	32	32	60	132
Donna Medina	Structural - Drafter	X	n/a	18	10	n/a	48	0	76
					Subtotal	**76**	**328**	**132**	
Taylor Engineering	**Mechanical/Plumbing**								
Glenn Friedman	Principal In Charge	X	n/a	37	37	n/a	24	8	32
Reece Kiriu	Mechanical Engineer	X	n/a	6	6	n/a	97	33	130
Bill Stahl	Plumbing Engineer	X	n/a	35	35	n/a	57	20	77
					Subtotal		**178**	**61**	
The Engineering Enterprise	**Electrical**								
Kristina Martin	Principal/Electrical Engineer	X	n/a	32	28	n/a	120	28	148
Leland Fried	Lead Revit Designer	X	n/a	15	12	n/a	40	0	40
					Subtotal		**160**	**28**	
Smith, Fause & McDonald, Inc	**Telcom/AV/Acoustics**								
Theo Hartman	Project Manager -A/V	X	n/a	n/a	6	n/a	48	20	68
Ray Enriquez	PM-Telecom/Security	X	n/a	n/a	30	n/a	34	14	48
Jeff Woltman	PM-Acoustics	X	n/a	n/a	2	n/a	32	10	42
Iraj Kabiri	Drafter	X	n/a	n/a	21	n/a	82	0	82
					Subtotal		**196**	**44**	
					TOTAL	**414**	**2358**	**1149**	**3921**

D. CONSTRUCTION EXPERTISE

Gonsalves & Stronck prides ourselves on having fine-tuned our Design Management Approach from over 30 years of experience in the construction industry. We target a diverse and unified team, promote open and transparent communication, and create single points of responsibility to maintain project goals and milestones. G&S has successfully collaborated with Noll & Tam on past projects, and our companies' values are well aligned. Together we will provide the most efficient, collaborative, and beneficial efforts possible in our interactions with the City of Cupertino, regulatory agencies, utility companies, and Nova Partners. Through our use of ProCore we are able to track responsibility and maintain accountability over document review issues, in order to meet project milestones. Vice President and Executive Project Manager Keith Gonsalves will rely on his extensive knowledge of building public facilities around the San Francisco Bay Area for the last 30 years to guarantee that value engineering is performed while the quality demanded for this project is maintained.

Our Design-Build teams typically consist of the Client, Construction Manager or General Contractor, Architect/Engineers, MEP & FP D-B Subcontractors and Suppliers. The D-B approach allows for early collaboration where all team members work together through the beginning stages of the project, with each bringing their design and/or construction expertise into the mix. Sometimes a design problem has a construction solution while the same can be said for the opposite. Getting everyone together early allows all team members to share their ideas for creative and innovative solutions, which can lead to faster project delivery and best cost value.

Single source of responsibility means one entity drives the flow of work all the way through completion by using open/transparent communication. The roles of G&S and Noll & Tam are integrated to allow the architect to spend more time on the project. Both of these factors directly relate to eliminating adversarial conditions by using a single contract between the Owner and Design-Build Team. The D-B Team forms a unified front that helps create an enjoyable working experience for everyone involved and a shared responsibility for the design, budget and schedule, which brings the focus directly to solving the issue at hand as a team.

With everyone's input and ideas from the beginning, the D-B Team is able to produce a highly customized and quality product for the Client/Owner. Collaboration and trust in the team is the key to the whole approach. Everyone brings their expertise to the project, which elevates the overall design, construction process and finished product. All of the advantages help with faster project delivery because the D-B Team, working together from the start, streamlines the project timeline and brings more cost-effective solutions.

Gonsalves & Stronck intends to use the following MEP team of subcontractors for the Cupertino Library Expansion Project:

HVAC Systems
Axis Mechanical, Inc.
Santa Clara, CA

Electrical
Elco Electric, Inc.
San Jose, CA

Fire Protection
RCM Fire Protection, Inc.
Tracey, CA

Plumbing
Ciari Plumbing & Heating
San Jose, CA

Over the years Gonsalves & Stronck has completed multiple successful public works projects with each of these subcontractor firms. Currently we are all working together on the Los Altos Community Center project, designed by Noll & Tam. These firms all have unique in-house capabilities including but not limited to: Design and Drafting, Modeling and CALCTP Certifications.

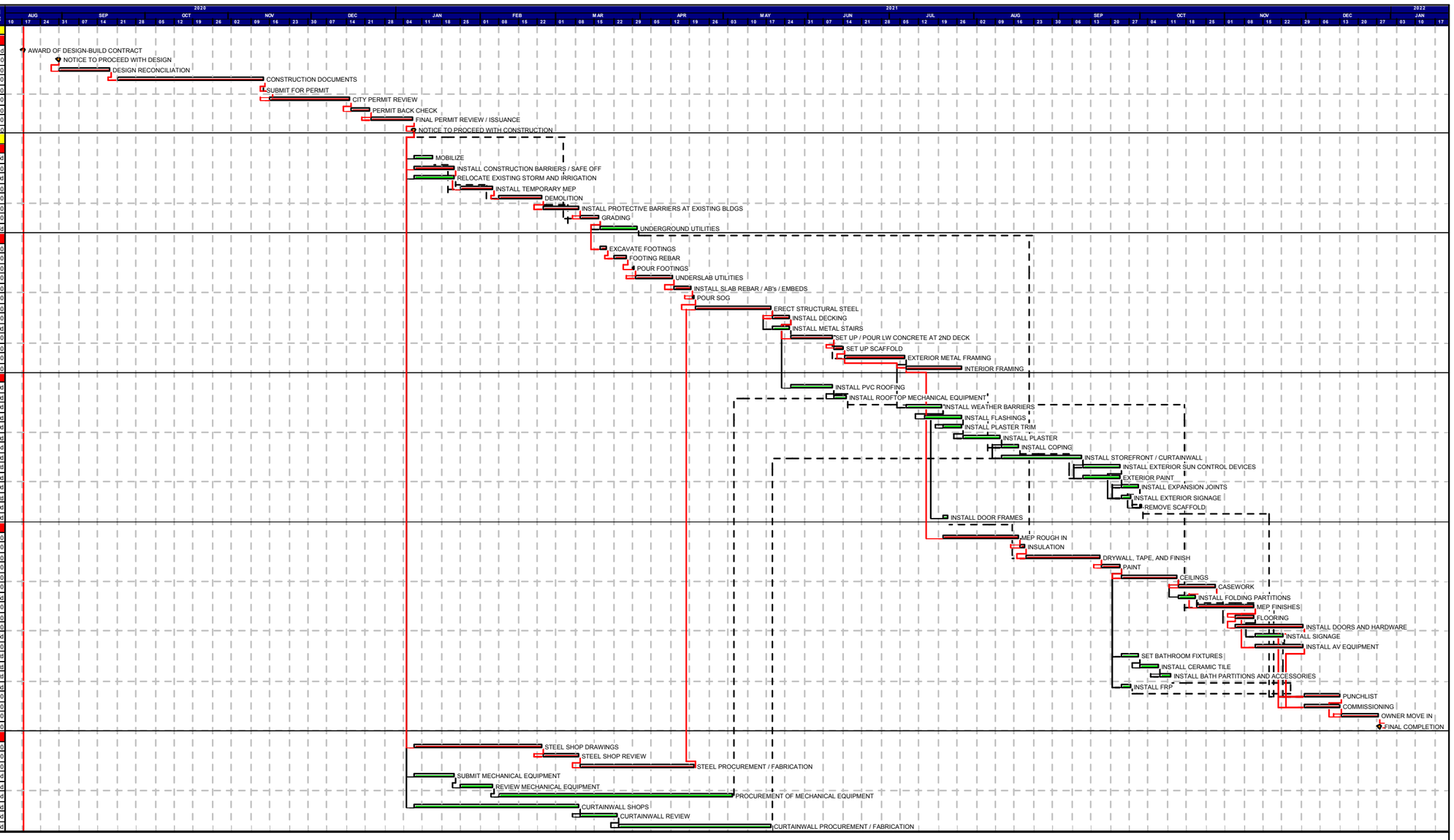
PLANNED STAFFING – CONSTRUCTION PHASE

Contractor	Job Classification	Years of Experience (Public Projects)	Existing Employee	Employee to be Hired	Total per Person
Gonsalves & Stronck	**General Contractor**				**Hours**
Keith Gonsalves	Vice President	25 +	X		150
William Hutchinson	Project Manager	25 +	X		2080
Craig Muhlenhaupt	Foreman	20 +	X		2080
Melanie Rivera	Administration	20 +	X		450
TBD	COVID-19			X	2080
				Subtotal	**6840**
Axis Mechanical	**HVAC Sub**				
Tom Best	Project Manager	20 +	X		100
Ron Boose	Foreman	20 +	X		200
TBD	Journeyman	10 +		X	100
TBD	Journeyman	10 +	X		100
TBD	Journeyman	10 +	X		100
				Subtotal	**600**
Elco Electric, Inc.	**Electrical Sub**				
Ben Ortiz	Project Manager	20 +	X		160
Denis Colic	Estimator - Design	20 +	X		24
Samir Sabanovic	Superintendent	15 +	X		160
Joel Downing	Foreman	10 +	X		480
Eric Buirgurd	Journeyman	10 +	X		480
Lo Kham X	Journeyman	10 +	X		480
Raymond Turrubiartes	Journeyman	10 +	X		480
Francisco Gomez	Apprentice	3	X		480
				Subtotal	**2744**
RCM Fire	**Fire Protection**				
Ali Namdar	VP Sales	20 +	X		8
Glen Austin	VP Construction	20 +	X		16
Paul Cunnie	Superintendent	20 +	X		100
				Subtotal	**124**
Ciari Plumbing	**Plumbing Sub**				
Jeff Anderson	Superintendent	30 +	X		160
Marc Wallen	Assistant Super	14			40
Alena Hernandez-Lerve	Office Administration	20 +			60
TBD	Journeyman	10 +			189
TBD	Journeyman	10 +			189
TBD	Journeyman	10 +			189
TBD	Laborer	2			70
TBD	Laborer	2			70
TBD	Laborer	2			70
TBD	Laborer	2			70
TBD	Laborer	2			70
TBD	Laborer	2			70
				Subtotal	**1247**
				Total	**11,555**

E. SCHEDULE

1. CPM schedule was developed with input from the contract requirements, the design team, and potential subcontractors. It has incorporated assumed turnaround times from the City during the permitting process.
2. The critical path currently runs through completion of the building design, structural components, interior of the building, commissioning, and owner move-in.
3. As indicated on the CPM, expedition of the steel shop drawings, review, and material procurement will be a key factor in meeting the schedule.
4. Short-term look ahead schedules will be provided weekly with a detailed breakdowns of planned work.
5. During the course of construction, monthly progress updates will be provided. Should the schedule slip 30 days beyond contract substantial completion our DBE will work with all parties to develop a recovery schedule. A critical path analysis will be carried out to determine the cause of delay and discussed with the Owner.

Act ID	Description	Orig Dur	Early Start	Early Finish	Total Float
DESIGN					
1000	AWARD OF DESIGN-BUILD CONTRACT	0	18AUG20		341d
1005	NOTICE TO PROCEED WITH DESIGN	0	31AUG20 x		0
1010	DESIGN RECONCILIATION	15	31AUG20	18SEP20	0
1020	CONSTRUCTION DOCUMENTS	40	21SEP20	13NOV20	0
1040	SUBMIT FOR PERMIT	0	16NOV20	13NOV20	0
1050	CITY PERMIT REVIEW	20	16NOV20	15DEC20	0
1060	PERMIT BACK CHECK	5	16DEC20	22DEC20	0
1070	FINAL PERMIT REVIEW / ISSUANCE	10	23DEC20	07JAN21	0
2000	NOTICE TO PROCEED WITH CONSTRUCTION	0	08JAN21 x		0
CONSTRUCTION					
DEMOLITION AND EARTHWORK					
2010	MOBILIZE	5	08JAN21	14JAN21	5d
2020	INSTALL CONSTRUCTION BARRIERS / SAFE OFF	10	08JAN21	22JAN21	0
2025	RELOCATE EXISTING STORM AND IRRIGATION	10	08JAN21	22JAN21	10d
2030	INSTALL TEMPORARY MEP	10	25JAN21	05FEB21	0
2040	DEMOLITION	10	08FEB21	23FEB21	0
2045	INSTALL PROTECTIVE BARRIERS AT EXISTING	10	24FEB21	09MAR21	0
2050	GRADING	5	10MAR21	16MAR21	0
2070	UNDERGROUND UTILITIES	10	17MAR21	30MAR21	97d
STRUCTURAL					
3000	EXCAVATE FOOTINGS	3	17MAR21	19MAR21	0
3010	FOOTING REBAR	5	22MAR21	26MAR21	0
3020	POUR FOOTINGS	1	29MAR21	29MAR21	0
3030	UNDERSLAB UTILITIES	10	30MAR21	12APR21	0
3040	INSTALL SLAB REBAR / AB's / EMBEDS	5	13APR21	19APR21	0
3050	POUR SOG	1	20APR21	20APR21	0
3060	ERECT STRUCTURAL STEEL	20	21APR21	18MAY21	0
3070	INSTALL DECKING	5	19MAY21	25MAY21	0
3075	INSTALL METAL STAIRS	5	19MAY21	25MAY21	10d
3080	SET UP / POUR LW CONCRETE AT 2ND DECK	10	26MAY21	10JUN21	0
3095	SET UP SCAFFOLD	2	11JUN21	14JUN21	0
3100	EXTERIOR METAL FRAMING	15	15JUN21	06JUL21	0
3110	INTERIOR FRAMING	15	07JUL21	27JUL21	0
EXTERIOR					
4000	INSTALL PVC ROOFING	10	26MAY21	10JUN21	89d
4010	INSTALL ROOFTOP MECHANICAL EQUIPMENT	3	11JUN21	15JUN21	89d
4030	INSTALL WEATHER BARRIERS	10	07JUL21	20JUL21	20d
4040	INSTALL FLASHINGS	10	14JUL21	27JUL21	39d
4050	INSTALL PLASTER TRIM	5	21JUL21	27JUL21	39d
4060	INSTALL PLASTER	10	28JUL21	10AUG21	39d
4065	INSTALL COPING	5	11AUG21	17AUG21	54d
4070	INSTALL STOREFRONT / CURTAINWALL	20	11AUG21	09SEP21	39d
4075	INSTALL EXTERIOR SUN CONTROL DEVICES	10	10SEP21	23SEP21	42d
4080	EXTERIOR PAINT	10	10SEP21	23SEP21	39d
4090	INSTALL EXPANSION JOINTS	5	24SEP21	30SEP21	39d
4100	INSTALL EXTERIOR SIGNAGE	2	24SEP21	27SEP21	42d
4110	REMOVE SCAFFOLD	1	01OCT21	01OCT21	39d
4200	INSTALL DOOR FRAMES	2	21JUL21	22JUL21	20d
INTERIOR					
5000	MEP ROUGH IN	20	21JUL21	17AUG21	0
5010	INSULATION	2	18AUG21	19AUG21	0
5020	DRYWALL, TAPE, AND FINISH	18	20AUG21	16SEP21	0
5030	PAINT	5	17SEP21	23SEP21	0
5040	CEILINGS	15	24SEP21	14OCT21	0
5050	CASEWORK	10	15OCT21	28OCT21	0
5055	INSTALL FOLDING PARTITIONS	5	15OCT21	21OCT21	25d
5060	MEP FINISHES	15	22OCT21	11NOV21	0
5070	FLOORING	5	05NOV21	11NOV21	0
5075	INSTALL DOORS AND HARDWARE	15	05NOV21	29NOV21	0
5076	INSTALL SIGNAGE	5	12NOV21	22NOV21	5d
5077	INSTALL AV EQUIPMENT	10	12NOV21	29NOV21	0
5080	SET BATHROOM FIXTURES	5	24SEP21	30SEP21	32d
5090	INSTALL CERAMIC TILE	5	01OCT21	07OCT21	32d
5100	INSTALL BATH PARTITIONS AND ACCESSORIES	3	08OCT21	12OCT21	32d
5110	INSTALL FRP	2	24SEP21	27SEP21	43d
5120	PUNCHLIST	10	30NOV21	13DEC21	0
5130	COMMISSIONING	10	30NOV21	13DEC21	0
5140	OWNER MOVE IN	10	14DEC21	27DEC21	0
5150	FINAL COMPLETION	0		27DEC21	0
SUBMITTALS					
7000	STEEL SHOP DRAWINGS	30	08JAN21	23FEB21	0
7010	STEEL SHOP REVIEW	10	24FEB21	09MAR21	0
7020	STEEL PROCUREMENT / FABRICATION	30	10MAR21	20APR21	0
7030	SUBMIT MECHANICAL EQUIPMENT	10	08JAN21	22JAN21	114d
7040	REVIEW MECHANICAL EQUIPMENT	10	25JAN21	05FEB21	114d
7050	PROCUREMENT OF MECHANICAL EQUIPMENT	60	08FEB21	04MAY21	114d
7060	CURTAINWALL SHOPS	40	08JAN21	09MAR21	96d
7070	CURTAINWALL REVIEW	10	10MAR21	23MAR21	96d
7080	CURTAINWALL PROCUREMENT / FABRICATION	40	24MAR21	18MAY21	96d



Start date	18AUG20
Finish date	27DEC21
Data date	18AUG20
Run date	23JUL20
Page number	1A

GONSALVES AND STRONCK CONSTRUCTION
CUPERTINO LIBRARY EXPANSION

Early bar
Progress bar
Critical bar
Summary bar
Start milestone point
Finish milestone point

F. DESIGN APPROACH

The Cupertino Library is an integral part of the downtown civic center, and center of community life, providing resources that support and strengthen the identity and cohesiveness of Cupertino. The library serves a wide range of people in the local community and provides valuable resources for a diverse population. This expansion is an excellent opportunity to conduct a small intervention in the library that will have a significant impact on how the library can deliver a wider breadth of services to the community.

We recognize that our role as the design-build architect is to thoughtfully analyze and build upon the EHDD Bridging documents, which are a respectful addition to this SMWM state-of-the-art library.

Our overall design approach to the bridging document interpretation has been to consider how we can take a functional design and bring in fun and life. The new addition should be a tasteful update, one that looks like an extension of the existing building – so that an untrained observer might think it had always been there. Modern libraries must incorporate flexibility in their design both for current uses and change over time. We are recommending elements that will allow for different programs throughout the day, and also accommodate future uses, whatever they may be. Finally, a library should be a safe and welcoming place for all, and we have paid careful attention to how we provide a distinct and visible entrance for after-hours use.

We look forward to exploring the design modifications proposed below along with donor signage and engagement possibilities with the City's designated stakeholders upon contract award. We have strived to strike a balance between integration and innovation and are open to adjusting in either direction. This could occur by a bolder choice of stucco exterior or color in the Storytelling Rooms. We welcome further conversation.

Below are the specific modifications to the EHDD design approach that we suggest for the purposes of exceeding the program requirements and performance criteria as well as providing cost and energy savings:

"AFTER-HOURS" ENTRY

We are proposing the addition of an external canopy to provide shelter at the after-hours entry to increase visibility, provide shelter in inclement weather, and create a welcoming atmosphere.

MOVEABLE WALLS

One of our key changes is to replace the glass stacking moveable partition with a mechanical vertically retractable acoustic wall between the program rooms at the first and second floors. In our experience, this will allow for better acoustic performance and improved ease of operation and maintenance with single button operation. Furthermore, no floor space will be used for the partition when not in use. As this will be a highly used and flexible program space for the library, we want to maximize the functionality and ease of use for the staff.

BUILDING ENVELOPE

To save cost and simplify detailing/ maintenance, we intend to substitute a thermally broken aluminum storefront system for the aluminum curtain wall proposed in the bridging documents.

We are proposing a strategic reduction of glass at room "edges" to reduce cost and improve overall thermal performance. Access to light and views will not be compromised. High performance glass will minimize glare and heat gain within the new spaces. We will use 100% bird-safe glass at the building expansion exterior per Addendum 4, and are exploring patterns that are visible to birds, but minimize the impact to views.

We are recommending a high efficiency cement plaster wall assembly with an elastomeric finish coat and continuous insulation layer with drainage channels. An elastomeric finish will allow for rich color options and provides a longer warranty.

We propose an open-cell, spray-applied foam insultation for walls and ceilings as opposed to fiberglass batts. This will create a better cavity seal and mitigate air infiltration. With the sloped, poly-iso insulation board below the roof membrane the average roof R-value should be closer to 40.

BUILDING SYSTEMS

We will comply with the LEED Silver equivalent and CalGreen requirements for this project. Additionally, we are recommending an all-electric approach to mechanical systems to provide for future Zero Net Energy compatibility and to reduce natural gas usage.

We are also proposing that hot water not be provided in the new space to reduce energy consumption and eliminate the need for an additional hot water heater.

STRUCTURAL DESIGN

During the design reconciliation phase, we plan a detailed analysis of the existing building's structural performance. Our goal is to eliminate the need for the proposed structural joints. Although this requires more analytical work by the structural engineer, there are significant advantages from both a construction cost and long-term maintenance perspective to eliminating seismic joints proposed in the bridging documents.

In our review of the existing building documents and the seismic report, we believe that the odds are good that the quality of the original construction will support this approach. With data from the analysis of the existing building, we will be able to redo the schematic structural design to make it more efficient. This will require adding strong connections to the existing building, X-configured braced frames rather than chevron braced frames, possibly larger brace sizes and possibly some modifications to the existing building.

We have already made some modifications to the structural schematic design and recommend the following changes:

1. Adding a steel beam to support the suspended movable partition
2. Adding steel beams to laterally brace the columns
3. Reconfiguring the new foundation to retain many existing library footings that can remain in place.
4. Added lightweight concrete to the roof to achieve a 1-hour fire rating as noted in the EHDD code analysis. This may not be necessary since the original building also does not have concrete topping at the roof.

CEILINGS

By substituting a Large Format Acoustic Tile Ceiling for the Linear Wood Ceiling, we can provide better acoustic performance and allow for improved light reflectance deeper into space. From a maintenance perspective, this change will allow for easier access to systems above ceiling plane. We maintain the warmth of wood in the space by the addition of microperforated wood acoustic panels above door line at the walls.

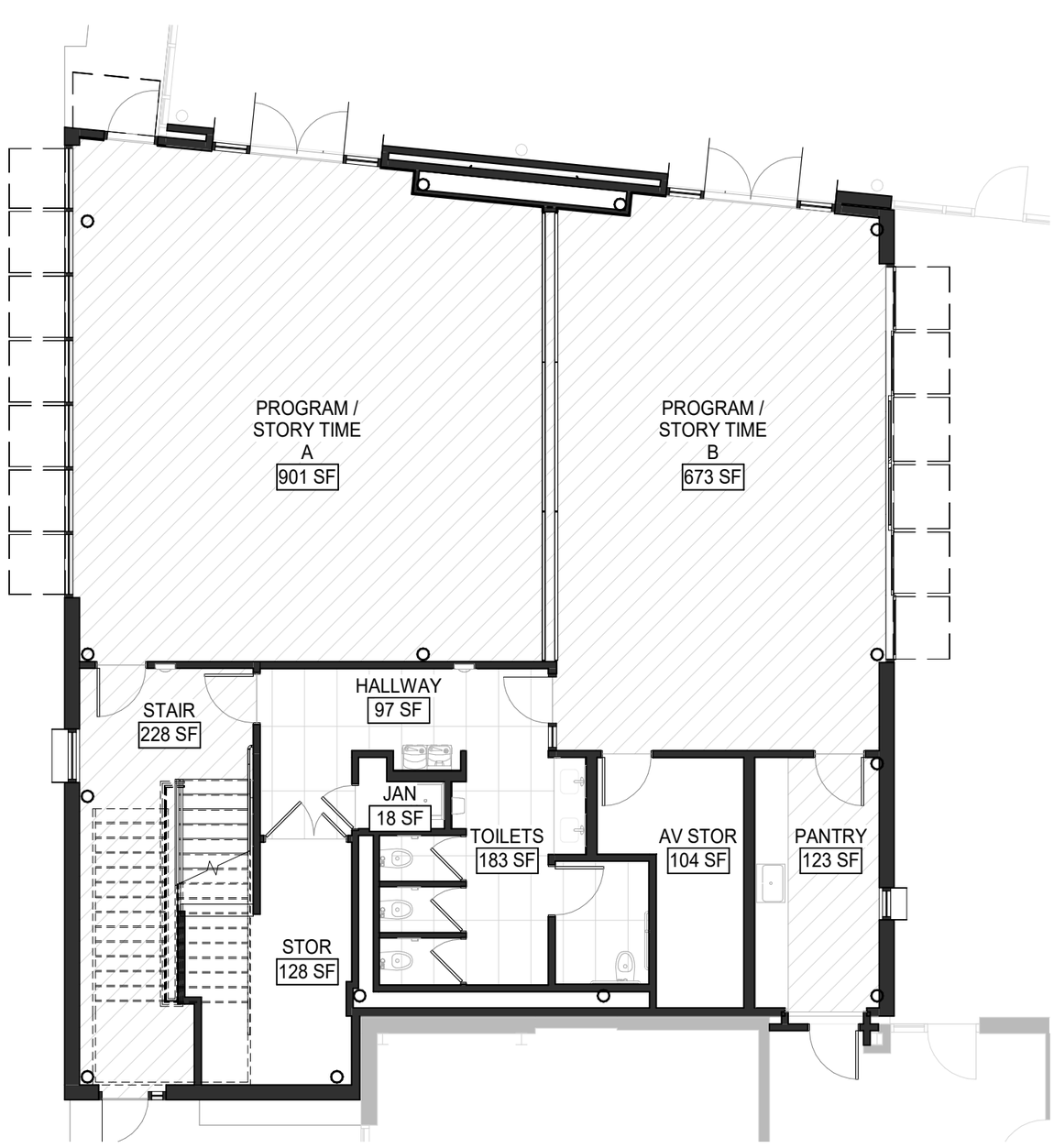
We are recommending reducing the gypsum board ceiling areas in program rooms to reduce cost, omit access panels, and improve acoustic performance.

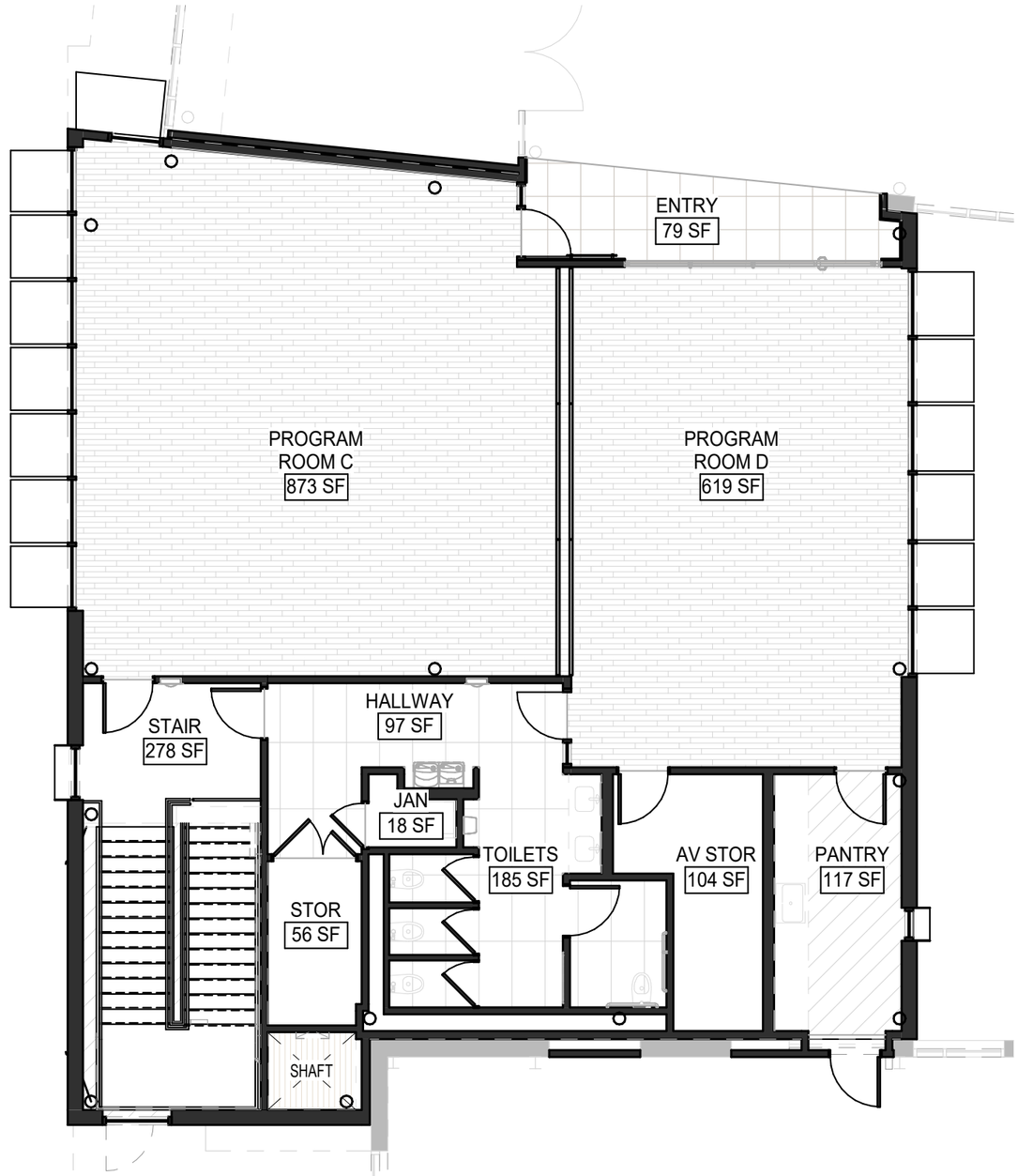
FLOORING

We are proposing to replace the 6x6 tile with large format tile at restrooms, and seal the new concrete slab at storage areas rather than extending resilient flooring into those rooms.

SUMMARY

By listening closely to library staff and the community, Noll & Tam has achieved inspiring results in designing libraries that meet identified needs and become beloved to the communities they serve. Our track record, plus our commitment to devote all our energy, enthusiasm, and skills to your project is what will make it successful. We are committed to delivering a project beyond your expectations and making sure this is the best library for the community of Cupertino.

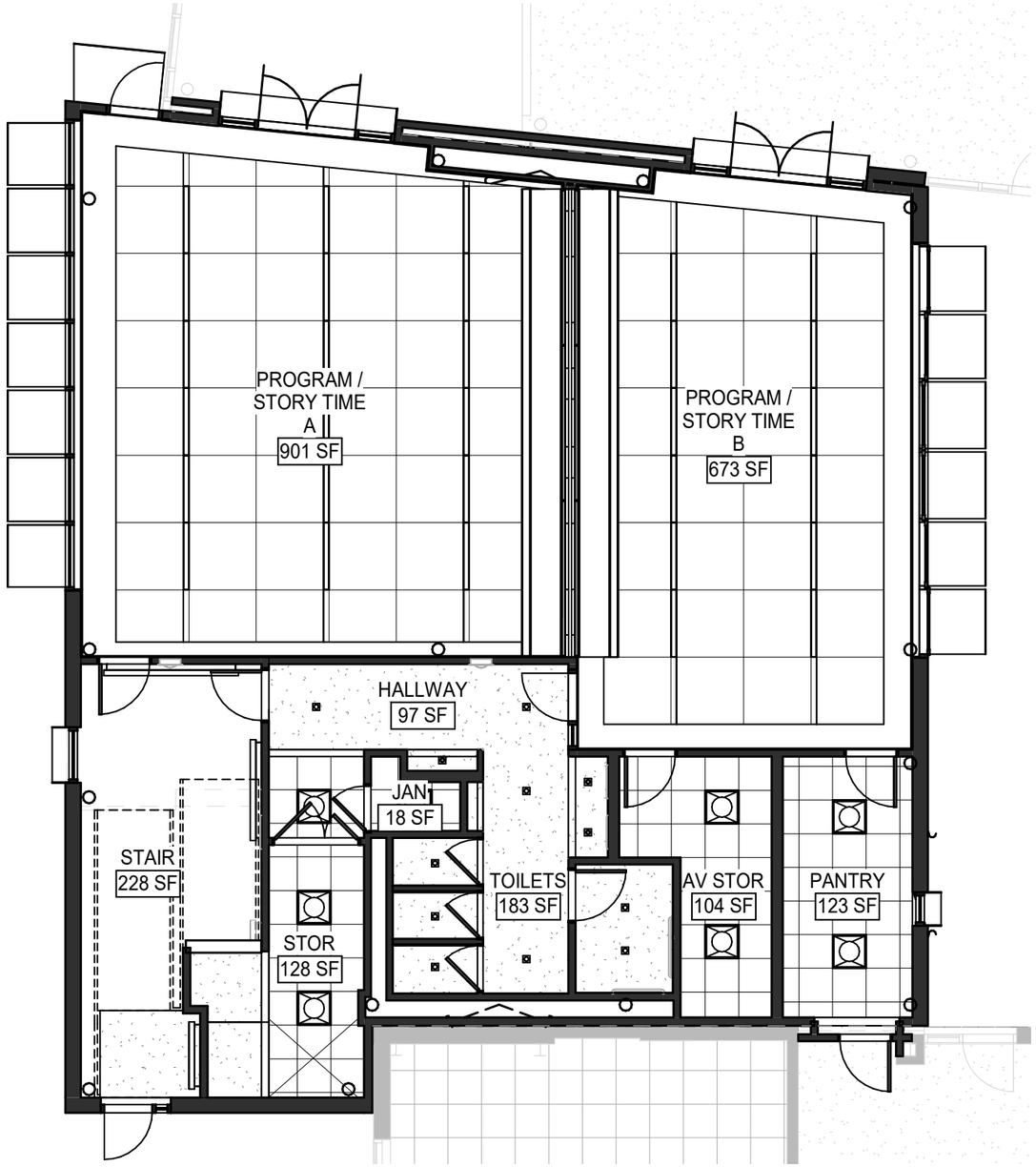


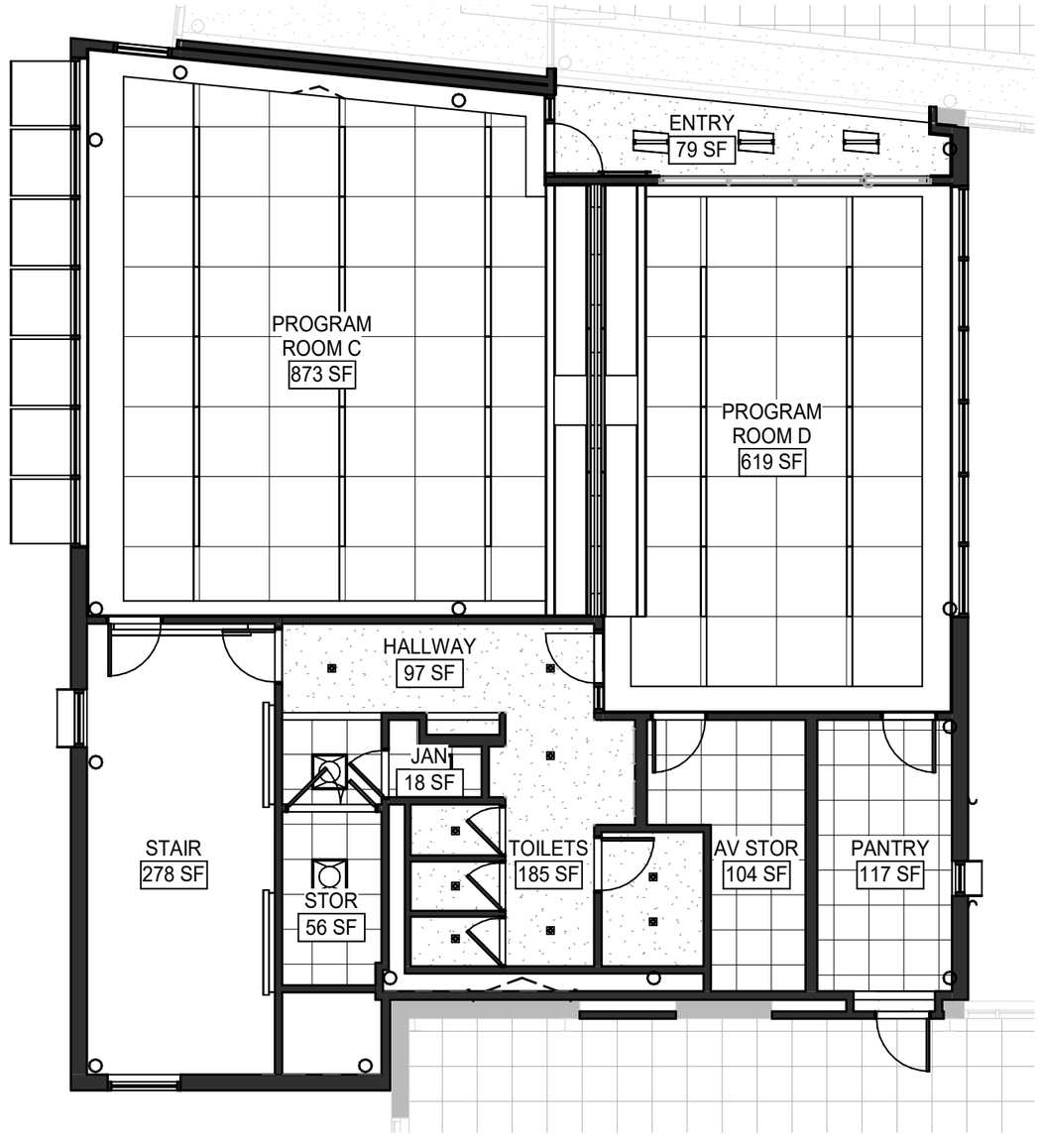


CUPERTINO LIBRARY EXPANSION DB - FLOOR PLANS

SCALE 1/8" = 1'-0"

NOLL & TAM ARCHITECTS





CUPERTINO LIBRARY EXPANSION REFLECTED CEILING PLANS

SCALE 1/8" = 1'-0"

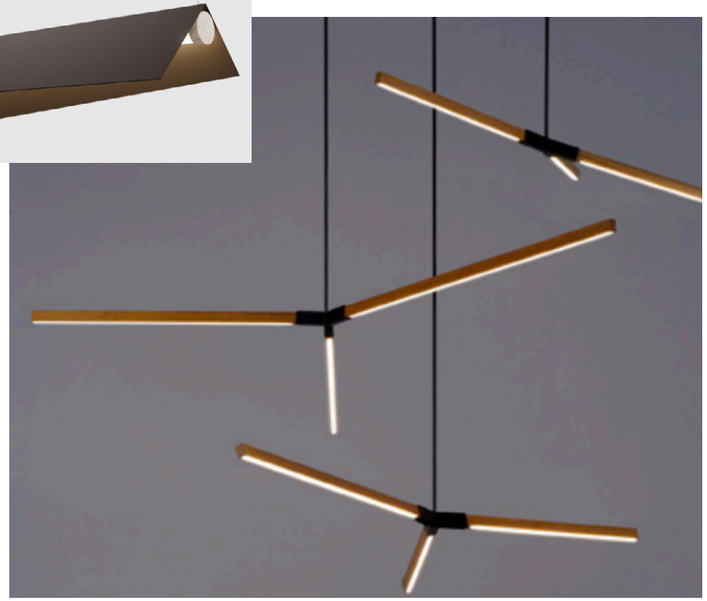
NOLL & TAM ARCHITECTS

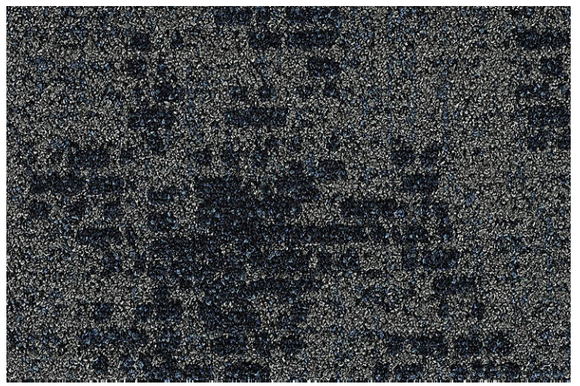
AFTER-HOURS ENTRY TO EXPANSION

SOUTHEAST VIEW TO EXPANSION

COURTYARD VIEW TO EXPANSION FROM ABOVE

COURTYARD VIEW TO EXPANSION





NOLL & TAM ARCHITECTS

NOLL & TAM ARCHITECTS


NOLL & TAM
ARCHITECTS

SECOND FLOOR PROGRAM ROOMS, SKYFOLD PARTITION UP, LOOKING TO COURTYARD

NOLL & TAM ARCHITECTS

FIRST FLOOR PROGRAM ROOMS, SKYFOLD PARTITION UP, LOOKING TO REDWOOD STAND

NOLL & TAM ARCHITECTS

G. LIFE–CYCLE COSTS

The design team looks forward to analyzing HVAC system and building envelope options in an LCCA context with the goal of helping the City establish baseline performance data for the proposed addition. We can then assist the City in establishing operating cost and performance targets. During the three-week design reconciliation phase of the project, we will produce an energy and envelope model of the proposed addition and use it to test and select from multiple design options that meet or exceed the target values. Using baseline data to be provided by the City of Cupertino for the current library building, including energy performance and use data from the current domestic hot water and HVAC systems; annual electricity and natural gas cost data; and non-fuel operating, maintenance and repair costs for the current facility, we will analyze several project alternates and demonstrate how they meet or exceed our objectives.

Options we will explore include:

- Lighting and mechanical system controls
- Natural gas-fired vs electric HVAC systems
- Domestic hot water delivery options
- Lighting alternatives
- Photovoltaic system installation and optimization
- High volume fly-ash concrete
- Roofing membrane and associated insulation
- Building envelope insultation optimization vis-à-vis selected mechanical system, control system, and day-lighting models
- Exterior skin and cladding options including optimization of insulated glass units and sun shading design
- Exterior lighting options
- Irrigation water economies

In some cases we may demonstrate that additional first-installment investment costs will be more than offset by corresponding reduction in operating and maintenance cost (including energy and water costs), relative to the base case. Our priority will be to employ passive design and energy saving strategies wherever practical to reduce the project's overall carbon footprint.

LIFE-CYCLE COST ANALYSIS

Building Systems (Baseline 15 year cycle)	Proposed Product (Baseline/Advanced)	Passive Strategy	Anticipated Maintenance*	Service*	Utilities*	First Cost*	Replacement Cost*	Comments/Recommendation
Energy Systems								
Controls/Metering	Trane Tracer Summit BAS integrated with existing system/BAS monitoring for addition distinct from existing building network		~$200/year	Commissioning (14 month preliminary period) ~$15,000	n/a	~$15,000	~$3,000 one-time module replacement	Standalone controls to monitor the addition separately; can help set strategy for future control systems
Mechanical Systems								
Mechanical Units	Gas-fired/Electric		~$1,200/year either system	~$3,600/year either system	~$662/year for gas/electric and ~$690/year for heat pump	$$$/$$	Replacement outside of 15 year baseline cycle	Electric for future PV/NZE, Less carbon use. Lower first cost for electric, higher utility cost offset by BAS efficiencies
Plumbing Systems	Integration with existing gas-fired hot water boiler/Cold Water only	X	n/a	Minimal Service required	If new water heater required, ~$331/year for gas and ~$381/year for heat pump	$$$/$	Replace after 10 years, ~$3,000 for both Pantries	Cold water only to saves energy, material and water, can provide all electric inline on demand hot water at Pantries if desired
Electrical Systems								
Lighting	Dimmable LED	X	n/a	Semi-annual cleaning	~$551/yr	See pricing proposal	Replace lamps after ~10 years, $25-$50/fixture for lamp replacement	Most of the space is within a daylighting zone
Photovoltaics	Not proposed at this time	X	n/a	n/a	n/a	n/a	n/a	n/a
Building Envelope								
Roof Membrane	Single-ply, fully adhered PVC membrane		Minimal	~$200/year	n/a	See pricing proposal	Replacement outside of 15 year baseline cycle	Matching existing roofing system for ease of maintenance
Roof Insulation	Sloped, rigid insulation with batt insulation under decking/closed-cell foamed insulation under decking	X	n/a	n/a	n/a	$$/$$$	n/a	Higher first cost for foamed-in-place insulation but better, long-term thermal performance
Envelope Material								
Stucco	Three-coat cement plaster finish/Three-coat assembly with elastomeric integral color finish		n/a	Annual washing	n/a	$$/$$$	n/a	Integral color, elastomeric finish mitigates surface cracking and comes with longer assembly warranty
Storefront	Aluminum curtain wall/Thermally broken aluminum storefront	X	n/a	Annual washing	n/a	$$$/$	n/a	Substitute thermally broken aluminum storefront for aluminum curtain wall: less first-cost and better thermal performance
Glass	Solarban 70XL/Solaban 60 IGU's on courtyard side, 70XL on south elevation	X	n/a	Annual washing	n/a	$$$/$$	n/a	Strategic specification for glass performance tailored to the specific solar exposure.
Wall Insulation	R-19 batt insulation in wall cavity with 1-inch continuous exterior insulation layer/blown-in open-cell insulation in wall cavity with rigid exterior layer	X	n/a	n/a	n/a	$$/$$$	n/a	Higher first-cost of spray foam insulation offset by greater thermal performance
Concrete	Traditional 3,000 psi cast-in-place concrete/high volume fly-ash 3,000 psi concrete	X	n/a	n/a	n/a	$/$	n/a	Lower carbon footprint and higher performance from high-volume fly ash concrete - no added cost
Exterior Shades	Aluminum sun shades integral with curtain wall/custom aluminum sun shades designed for optimal sun-shading and day-lighting	X	n/a	Annual washing	n/a	$/$	n/a	Day-lighting models will inform the ideal projection of sun shade panels to optimize day-lighting with thermal performance
Building Structure	Structural Steel		n/a	n/a	n/a	See pricing proposal	n/a	Reduce weight of steel framing and concrete floor systems where practical, integrate steel framing design with existing building structure. Design for rooftop PV installation

H. CONSTRUCTION APPROACH

OVERALL MANAGEMENT PLAN

Our approach and commitment to partnering with the City of Cupertino would begin immediately upon being selected as the Cupertino Library Expansion Design-Build team. Through our partnership, we would strive to establish strong and effective working relationships with all team members, ultimately leading to a project that exceeds the stated goals and objectives.

Working side by side, the DBE team of Gonsalves & Stronck Construction Company, Inc. and Noll & Tam Architects proposes a very manageable and coherent project approach. Through our team's meetings, we have a thorough understanding of the City of Cupertino's needs and aspirations for this project. As specifically indicated in the criteria documents, we plan to deliver a Library Expansion Project that exceeds the required expectations. Therefore, our approach is to simply provide the City of Cupertino with a functional and beautiful library expansion that will serve the entire community for many generations.

Our goal for this project will be to partner with the City of Cupertino to develop a collaborative environment, establish lines of communication, and resolve conflicts at the lowest management level.

This project will be a significant collaboration between Gonsalves & Stronck and Noll & Tam. As the DBE, our expectation is to exhibit and foster teamwork through collaboration to design an appealing, functional, Library expansion that is delivered on time and within the budget allocated. Other collaborative expectations of the DBE are to:

- Adhere to contractual documents
- Comply with various governmental agencies (Federal, State and Local) as well as others having jurisdiction regulations both in design and construction
- Provide creative solutions for maintaining efficient operation of the existing library during construction
- Select energy efficient equipment that will minimize life cycle costs and support future sustainable design goals.
- Gonsalves & Stronck plans to foster construction excellence by cultivating and exemplifying outstanding leadership. We consistently support our leaders at all levels in effectively managing their teams.

For the City of Cupertino, our team will establish an organized and effective communication plan that will set up the most ideal framework for all communications to take place on this project. This plan will identify and define the roles of our project team members. Our project executive Keith Gonsalves will take the lead role in ensuring effective communication.

Gonsalves & Stronck and Noll & Tam will collaborate throughout the entire design phase, establishing strong lines of communication from the beginning, with a more immediate review of decisions to be made as we move through design. Through analysis and discussion, we ensure that all options are considered and the choice that gives the best value is selected. Through research and interactions with the City of Cupertino and amongst the project team, we arrive at the most creative and meaningful solutions. We understand that our well-executed design will be best developed through a strong understanding of the utilization and flow of the end-user needs and desires. This is especially crucial for a public facility. Our experience has established that bringing multiple design and construction professionals to the table with the Owner will guarantee that the final design reflects the common goal of creating a library that serves the City of Cupertino for many generations to come.

Throughout the design phase, Gonsalves & Stronck will work in tandem with Noll & Tam, contributing essential constructability review and recommendations for cost alternatives and high durability. We will work closely with our subcontractors to review the design drawings to provide recommendations relevant to their areas of expertise. This will result in efficiencies in construction, allowing us to maintain control of the budget and stay on schedule.

QUALITY ASSURANCE & QUALITY CONTROL PLAN

DESIGN RECONCILIATION

1. Design Documents are prepared under the supervision of the Principal in Charge.
2. As issues in open item matrix are addressed, they are marked as closed.
3. Upon phase completion, the Project Manager does a sheet-by-sheet review of the entire document set to identify coordination issues.
4. The subconsultant documents are reviewed by the Project Manager to assess coordination between disciplines.
5. The Principal in Charge reviews the Design Documents to determine they are consistent with project requirements.
6. Coordination issues are identified and corrected to finalize the Design Documents.
7. The Project Manager prepares a matrix of items to be addressed in the Construction Document phase.
8. Client is provided with Design drawings and open item matrix.
9. Once received, client feedback is integrated into matrix of outstanding items.

CONSTRUCTION DOCUMENTATION

1. Construction Documents are prepared under the supervision of the Principal in Charge.
2. As issues in open item matrix are addressed, they are marked as closed.
3. Upon phase completion the Project Manager does a sheet-by-sheet review of the entire document set to identify coordination issues.
4. The subconsultant documents are reviewed by the Project Manager to assess coordination between disciplines.
5. The Principal in Charge reviews the Construction Documents to determine they are consistent with project requirements.
6. At 50% Construction Drawings, a senior architect at Noll & Tam, outside the immediate Project Team, will review the drawings for quality assurance and coordination items.
7. Coordination issues are identified and corrected to finalize the Construction Documents.
8. The Project Manager confirms matrix of items identified in Design Reconciliation have been addressed.
9. 90% Construction Documents are sent to the client.
10. Once received, client feedback is integrated into Construction Documents.
11. Client is provided with final Construction Documents and a matrix indicating all items have been closed and responded to.

CONSTRUCTION

Once Construction begins, Gonsalves & Stronck will implement a Project-Specific Quality Control Plan that, in addition to our standard procedures, will include any pre-established goals and standards set forth by the City of Cupertino and Nova Partners. This plan will be utilized during the course of construction to confirm quality control and adherence. Highlighted items of this control plan are as follows:

- Project Personnel, designated quality manager
  - A designated employee to assist project Superintendent
- Quality Communications
  - Documentation of routine meetings, reports, observations, etc.
- Quality Assurance Surveillance
  - Daily project monitoring
- Subcontractors and Suppliers
  - Subcontractor and suppliers qualifications reviewed to confirm proper prior experience and expertise as required for this project
- Project Quality Specifications
  - Following specifications and industry standards rigorously
- Tests and Inspections
  - City inspections, architect reviews, additional verifications
- Control of Nonconformances
  - Clear communications as to how we will handle any nonconformance and document via RFI (Request for Information) or other formal means.

SUBCONTRACTOR PREQUALIFICATION CRITERIA & STANDARDS

At Gonsalves & Stronck, our exemplary and successful approach to construction implementation and subcontractor procurement can be described as follows:

1. Develop a list of pre-qualified subcontractors based on the following:

Financial Stability

a. Workers Comp experience modification of less than 1.00
b. Extensive outreach of local contractors
c. Experience with library facilities
d. The ability to partner with our team and the City of Cupertino

2. Establish a bid period for remaining trades based on the following:

a. Project site visit and walk though
b. Review of project plans and specifications
c. Review project schedule
d. Develop scope statements, indicating what each trade will be responsible for providing pricing on
e. Develop a question and answer period
f. Establish a bid due date
g. Review period to determine if scope of work bid is complete
h. Determine the lowest and most responsible subcontractors for each trade
i. Notice of award / distribute subcontracts

INTEGRATION & COORDINATION OF DESIGN & CONSTRUCTION

Our Design-Build Team is centered on one focus: collaboration. We believe that delivering a successful Design-Build project requires this collaborative team approach. The DBE team of Gonsalves & Stronck and Noll & Tam will meet regularly throughout the design and construction process to review progress and discuss construction detailing and specifications. Open lines of communication will allow each member of the team to have a clear understanding of the status and direction of the project at all times. This pre-established communication flow will bring crucial value throughout the process with collaborative involvement, accelerating the execution of creative ideas rooted in cost effective and time efficient solutions.

Throughout the design process Gonsalves & Stronck will work alongside Noll & Tam, providing constructability reviews and recommendations for cost alternatives. This will include the involvement of subcontractors, who will review the design drawings to provide industry relevant recommendations, leading to efficiencies during construction, and aiding in adherence to schedule and budget.

Moving into the construction phase, Gonsalves & Stronck and its partners will continue the collaboration from the design phase through the construction phases with a solutions-oriented approach, focusing on providing the City of Cupertino high quality construction and adherence to the design and construction documents.

CITY REVIEWS/ JURISIDICTIONAL APPROVALS

During the design phase of the project the DBE will be in regular contact with the City of Cupertino via recurring project meetings involving Gonsalves & Stronck, Noll & Tam, and key representatives from the City and Library. Formal City reviews will occur at project milestones: 100% Design Development, 90% Construction Documents, and the final Construction Set. City and Library comments will be provided to the DBE in a digital format, preferably a sortable and searchable Excel file. These comments will be tracked through each phase milestone and marked as complete or no longer relevant as the project proceeds. Items impacting budget or schedule will be identified specifically and discussed with the entire project team before any action is taken. At the completion of the design phase the matrix of the City of Cupertino's feedback will be reviewed to determine all items have been adequately addressed.

The DBE will obtain all jurisdictional approvals required for the project, with the exception of those related to CEQA. The DBE will provide documentation created as a standard part of the design process to support the CEQA evaluation process. The following represents our recommended sequence of jurisdictional review:

1. 50% Design Development: Preliminary meeting with a representative of City Building Department for Building/Fire/ Accessibility compliance. Meeting documented with minutes and distributed to all parties in attendance.

2. 90% Construction Documents: Formal submittal to a representative of City of Cupertino Building Department for Building/Fire/Accessibility compliance.
3. Conform Set for Construction: All revisions made as a result of the permit review process to be included in the Conform Set for Construction.
4. Copies of all permits, licenses, and certificates obtained will be provided to the City of Cupertino.

COST CONTROL PLAN

Our team intends to maintain the budget set forth by the City of Cupertino by monitoring cost, quality, and budget throughout the project.

At each step of the design process, Gonsalves & Stronck and Noll & Tam will work together to analyze building and site systems, construction methods, and available project options to monitor all costs. Our team has an excellent collaborative relationship combined with a history with and expertise in public works projects. These factors, combined with the budget check at phase completion outlined in the QA/QC process, will ensure that the project budget remains on track.

Gonsalves & Stronck is a low-cost driven company that has consistently managed to deliver high quality projects in a public low-bid environment. We implement tactics for our clients that help reduce the overall design and construction costs. Some examples are:

- Engaging design-build MEP subcontractors early to streamline the design with the applicable subcontractor installing the work.
- Developing the flexibility for subcontractors to bid on smaller portions of bid packages. This allows the ability to offer the best combination of subcontractors based on their qualifications and costs.
- We guarantee our subcontractor performance without charging our clients for subcontractor payment and performance bonds.

PACKAGING AND PHASING (IF ANY)

Our proposal does not plan for any packaging or phasing of design, permitting or construction.

SAFETY PLAN

Gonsalves & Stronck Construction Company, Inc. (G&S) strives to conduct its operations with the utmost regard for the safety of its employees, the public and the environment. G&S instills in our employees the philosophy that safety is our top priority. We excel in delivering complex projects in owner-occupied, operational facilities, ensuring a safe workplace not only for our workers but also our clients' work areas while we perform construction.

G&S is a well-known leader in the industry with our established Safety Program. This is in part accomplished by placing strong emphasis on planning for safety by the development of site-specific safety plans and the use of a daily site inspection report. The effectiveness of G&S's safety program can be evidenced by our Workers Compensation record history as having an X-Mod under 1.0 consistently for the last 10 years.

- XMOD 2020 0.66
- XMOD 2019 0.91
- XMOD 2018 0.91

Further effectiveness of our safety program can be found in our G&S OSHA forms 300A (upon request). Summary of our work-related injuries and illness safety record for the past 5 years does not exceed the applicable statistical standards for construction. G&S is proud that we can state the following:

- No recordable injury or illnesses for years 2019, 2018, 2017, 2016, 2015
- No CAL OSHA citations
- No EPA or Air Quality Management citations
- No Federal Occupational Safety and Health Administration citations

William Hutchinson is our Safety Officer and has over 35 years in the construction field, with hands-on experience with all aspects of jobsite safety. William possesses a comprehensive understanding of the issues and has the full commitment of all G&S executives to promote all mandated safety standards.

We propose to conduct the following safety meetings:

- New Employee Training
- Monthly Hazard Analysis
- Weekly Toolbox Safety Meetings
- Monthly D-BE Safety Meetings/ Updates
- Daily Site Safety Inspections

Additionally, all subcontracts issued by G&S require that our policy and safety rules, instruction and procedures issued in conjunction with it, as well as all applicable state, federal, and local codes and regulations are adhered to. Failure of anyone to comply is considered a breach of contract terms. All visitors to our jobsite including but not limited to suppliers, owner representatives, and agents of the architect or engineer, regulatory authorities, and insurance company representatives shall be required to follow all safety rules and regulations in effect during their visit.

Gonsalves & Stronck routinely receives the CEA Excellence in Safety Award.

COVID-19 SAFETY

Gonsalves & Stronck has developed a plan outlining the steps that our company and employees are taking to reduce the risk of exposure to COVID-19. At G&S we take the health and safety of our employees and jobsite conditions very seriously. With the spread of the coronavirus or COVID-19, a respiratory illness caused by SARS-CoV-2 virus, we must remain vigilant in mitigating the outbreak. This is particularly true for the construction industry, which has been deemed "essential" during this Declared National Emergency. In order to be safe and maintain operations, we have developed a COVID-19 Exposure Prevention Preparedness and Response Plan to be implemented throughout the company and at all of our jobsites. We have also identified a team of employees to monitor available County of Santa Clara, U.S. Center for Disease Control and Prevention ("CDC") and Occupational Safety and Health Administration ("OSHA") guidance on the virus.

Gonsalves & Stronck is strictly following the mandate for construction projects issued by the County of Santa Clara last updated July 7, 2020. In accordance with the large construction project protocol, we have submitted the Social Distance Protocols to the County of Santa Clara for each of our current projects and are in full compliance with the County of Santa Clara for construction operations.

PRELIMINARY CONSTRUCTION LOGISTICS PLAN

Gonsalves & Stronck fully intends to maintain an efficient and safe construction site that respects the neighborhood. Project site administration includes:

A. Surface & Subsurface Materials: G&S warrants that it is satisfied as to character, quality, and quantities of surface and subsurface materials or obstacles to be encountered in so far as reasonably ascertainable from a careful inspection of the Site (including, without limitation, Existing Improvements on the Site) and from the geological investigation reports, data and similar information, if any, made available to Contractor by the City of Cupertino.

B. Work Areas: G&S will confine our operations to areas shown on project drawings. The City of Cupertino will coordinate use of property areas with us to ascertain that our needs are fulfilled to fullest extent possible within project constraints.

C. Site Layout: G&S will submit layout plan showing proposed location of offices, employee parking, material storage, shop facilities, and other major work areas to City of Cupertino and/ or Nova Partners for acceptance prior to site mobilization.

D. Site Access: G&S will make site available to Owners' and operations personnel and inspectors at all times.

E. Emergency Vehicles: G&S will maintain clear access for emergency vehicles at all times.

F. Damage Documentation: G&S will document through photographs or video the condition of all existing structures and sitework, adjacent to the site, prior to any demolition work on the project site.

Urban developments require additional consideration during the planning phase in order to limit project delays and disturbance to adjacent properties and the public. Gonsalves & Stronck intends to locate construction trailers, storage, fencing and other temporary construction facilities shown on the included image.

The Lead Project Administrator, Melanie Rivera, will take the lead role in ensuring effective communications for the Cupertino Library Expansion Project. Throughout the construction phase of the library, Gonsalves & Stronck will use ProCore Technologies. ProCore is a nationally recognized cloud-based software system used for our comprehensive project management and document control. Using ProCore will allow for the entire project team (Owner, Architect, Consultants & GC) to access and view the project status at any time. Use of ProCore allows for ease of management for all construction requirements including (but not limited to) RFI's, Submittals, Plans & Specifications, Meetings, Photos, Daily Logs, Punch List, Safety, Inspections etc.

PRELIMINARY CONSTRUCTION LOGISTICS PLAN

Gonsalves & Stronck field employees are provided iPads for use in the field to have easy accessibility to documents, plans, specs and other critical items and the ability to access ProCore from anywhere onsite.

Additionally, Gonsalves & Stronck will also utilize the following software Viewpoint (accounting), Primavera (scheduling) and BlueBeam/PlanGrid.

Monthly Reports

The City of Cupertino along with Nova Partners can expect to see monthly reports including but not limited to:

- CPM Construction Schedule monthly updates
- 4-week rolling schedules
- Detailed progress billings
- Payroll reports in accordance with SB854 compliance
- RFI-logs
- Submittal-logs
- As Built review update

COMMISSIONING PLAN

Commissioning of the Cupertino Library Expansion will ensure that all of the building systems start and spend their life functioning at its peak efficiency. Preparing for occupancy of a newly expanded library facility requires careful planning and coordination of a series of complex processes. Gonsalves & Stronck's approach to transition planning and activation is done by assisting an organization in understanding and effectively managing these interrelated processes. We plan to assist the City of Cupertino and the Cupertino Library System to prepare for safe and predictable occupancy of the new space as well as to confidently deliver services.

Our approach to commissioning is as follows:

1. Design Phase: Review commissioning specifications and critique of design as it pertains to commissioning prepared by City's 3rd party commissioning agent.
2. Construction Phase: Review and coordinate the application of the testing plan through the observation and documentation of all equipment and systems, ensuring function complies with the facility's project systems requirements, objectives, and all contract documents. Coordinate with City's 3rd party commissioning agent.
3. Acceptance Testing: Providing on-site testing, commissioning, and performance testing. This is the most critical phase in the commissioning process. Capacity test critical equipment such as chillers, air handling units, boilers, and pumping systems. Includes testing internal failures and recovery tests and reporting and annunciation of alarms and abnormal conditions.
4. Integrated System Testing: At this level, the interaction between the building systems with one another shall be demonstrated under both normal and abnormal operating conditions. Under this level of commissioning, we will validate how the site infrastructure, such as chillers, pumping systems, heating plant, air handlers, and electrical systems will likely perform as a system over the next 60 months.
5. Warranty Phase: One year functional retesting of all equipment and systems within the commissioning contract. Re-visit any outstanding issues in accordance with the original and seasonal commissioning. Facilitate the required opposite season or deferred testing and deficiency corrections. Final testing results, documentation, and reports shall be incorporated into the existing commissioning record as well as the current O&M manuals. Provide a retro commissioning plan of systems for future implementation.

MEASURES TO MITIGATE UNFORESEEN CONDITIONS

The DBE team of Gonsalves & Stronck and Noll & Tam has had multiple opportunities to identify key factors of risk mitigation in construction. The biggest construction risks with public agency projects can be identified as follows:

- Design/Project Changes and Scope Creep: Our team will identify these as they arise and bring to the attention of the City for discussion.
- Budget/Cost Overruns: Our team will address these internally while maintaining adherence to our proposal and contractual requirements.
- Project Process Approvals: Changes resulting from jurisdictional requirements will be reviewed with the City to identify the impact to the project immediately.
- Site Conditions: Unknown conditions resulting from hidden conditions not included on surveys will be brought immediately to the attention of the City of Cupertino. The DBE will propose mitigation measures intended to limit risk and cost.

In conjunction with all team members, we will continuously evaluate project risk. A process for evaluation, tracking and reporting potential risk will be developed and will include tools necessary to assist in analysis of short-term and long-term impacts. Providing current information is critical to ensure risk issues take into account all phases of the library project.

Our designated project team (including, but not limited to) Keith Gonsalves, Vice President, William Hutchinson, Project Manager, and Christopher Noll, Principal in Charge/ Architect of Record, will be fully immersed in this project from the initial notice to proceed. Having these key team members involved from the first day will allow us to implement our years of experience to mitigate any unforeseen conditions.

I. STIPEND AGREEMENT

APPENDIX 7

STIPEND AGREEMENT

This Stipend Agreement ("Agreement") is made and entered into as of this 29 day of July, 2020, by and between the City of Cupertino (the "City"), and Gonsalves & Stronck Const. Co., Inc. ("Proposer").

WITNESSETH:

WHEREAS, the City issued a Request for Qualifications ("RFQ") for design-build delivery of the Cupertino Library Expansion Project ("Project") on May 12, 2020 and Proposer was short-listed by the City following the RFQ process;

WHEREAS, Proposer has been invited to submit a detailed Proposal in response to a Request for Proposals ("RFP") for the Project, and if selected as the Proposer providing the Proposal that offers the "best value" to the City following the RFP process, it will enter into the Design-Build Contract with the City; and

WHEREAS, as part of the procurement process for the Project, Proposer has already provided and/or furnished to the City, and may continue to provide and/or furnish to the City, certain intellectual property, materials, information and ideas, including, but not limited to, such matters that are: (a) conveyed orally and in writing during proprietary meetings or interviews; and (b) contained in, related to or associated with Proposer's Proposal, including, but not limited to, written correspondence, designs, drawings, plans, exhibits, photographs, reports, printed material, tapes, electronic disks, or other graphic and visual aids (collectively, "Proposer's Intellectual Property"); and

WHEREAS, the City is willing to provide a payment to Proposer, subject to the express conditions stated in this Agreement, to obtain certain rights in Proposer's Intellectual Property; and

WHEREAS, Proposer wishes to receive the payment offered by the City, in exchange for granting the City the rights set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the parties agree as follows:

1. **City's Rights in Proposer's Intellectual Property.** Proposer hereby conveys to the City all rights, title and interest, free and clear of all liens, claims and encumbrances, in Proposer's Intellectual Property, which includes, without restriction or limitation, the right of the City, and anyone contracting with the City, to incorporate any ideas or information from Proposer's Intellectual Property into: (a) the Project; (b) any other contract awarded in reference to the Project; or (c) any subsequent procurement by the City. In receiving all rights, title and interest in Proposer's Intellectual Property, the City is deemed to own all intellectual property rights, copyrights, patents, trade secrets, trademarks, and service marks in Proposer's Intellectual Property, and Proposer agrees that it will, at the request of the City, execute all papers and perform all other acts that may be necessary to ensure that the City's rights, title and interest in Proposer's Intellectual Property are protected. The rights conferred herein to the City include, without limitation, the City's ability to use Proposer's Intellectual Property without the obligation to notify or seek permission from Proposer.

2. **Exclusions from Proposer's Intellectual Property.** Notwithstanding Section 1 above, it is understood and agreed that Proposer's Intellectual Property is not intended to include, and Proposer does not convey any rights to, any escrow documents submitted by Proposer.

3. **Stipend Payment.** City agrees to pay Proposer, and Proposer agrees to accept, $10,000 (the "Stipend Payment"), which payment (i) constitutes payment in full to Proposer for the conveyance of Proposer's Intellectual Property to the City in accordance with this Agreement and (ii) is conditioned upon: (A) Proposer's Proposal being, in the sole discretion of the City, responsive to the RFP; (B) Proposer complying with all other terms and conditions of this Agreement; and (C) Proposer having not been awarded the Design-Build Contract.

4. **Payment Due Date.** Subject to the conditions set forth in this Agreement, the City will make payment of the Stipend Payment to the Proposer within 45 days after the latest of: (a) notice from the City that it has awarded the Design-Build Contract to another Proposer; or (b) notice from the City that the procurement for the Project has been cancelled and that the City will not award the Design-Build Contract to any Proposer.

5. **Limitations.** Proposer's rights to the Stipend Payment are also conditioned on the terms set forth in the RFP, including subsection 3.G (Stipend) and good faith

participation in the RFP process, demonstrated by submission of a Proposal that reflects a level of effort commensurate with the competitive selection process as set forth in the RFP and full participation in the selection process, including meeting(s) with the Evaluation Panel. The rights and obligations of the City and Proposer under this Agreement, including the City's ownership rights in Proposer's Intellectual Property, vest upon the date that Proposer's Proposal is submitted to the City. Notwithstanding the above and unless the City cancels this procurement prior to the Proposal Submittal Deadline, if Proposer's Proposal is determined by the City, in its sole discretion, to be nonresponsive to the RFP, then Proposer is deemed to have waived its right to obtain the Stipend Payment, and the City will have no obligations under this Agreement.

6. **Indemnity.** Subject to the limitation contained below, Proposer will, at its own expense, indemnify, protect and hold harmless the City and its agents, directors, officers, employees, representatives and contractors from all claims, costs, expenses, liabilities, demands, or suits at law or equity ("Claims") of, by or in favor of or awarded to any third party arising in whole or in part from: (a) the negligence or willful misconduct of Proposer or any of its agents, officers, employees, representatives or subcontractors; or (b) breach of any of Proposer's obligations under this Agreement, including its representation and warranty under Section 8 hereof. This indemnity will not apply with respect to any Claims caused by or resulting from the sole gross negligence or willful misconduct of the City, or its agents, directors, officers, employees, representatives or contractors.

7. **Assignment.** Proposer will not assign this Agreement without the City's prior written consent, which consent may be given or withheld in the City's sole discretion. Any assignment of this Agreement without such consent will be null and void.

8. **Authority to Enter into this Agreement.** By executing this Agreement, Proposer specifically represents and warrants that it has the authority to convey to the City all rights, title, and interest in Proposer's Intellectual Property, including, but not limited to, any rights that might have been vested in team members, subcontractors, consultants or anyone else who may have contributed to the development of Proposer's Intellectual Property, free and clear of all liens, claims and encumbrances.

9. Miscellaneous.

a. Proposer and the City agree that Proposer, its team members, and their respective employees are not agents of the City as a result of this Agreement.

b. Any capitalized term used herein but not otherwise defined will have the meanings set forth in the RFP.

c. This Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement will supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any applicable laws, validity of the remaining portions or provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

DESIGN-BUILD ENTITY

Gonsalves & Stronck Construction Co., Inc.
(Legal Name of DBE)

By _____
Name Keith Gonsalves
Title Vice President
Date July 29, 2020

By _____
Name William Stronck
Title President
Date July 29, 2020

CITY OF CUPERTINO
A Municipal Corporation

By _____
Roger Lee
Director of Public Works
Date _____

APPROVED AS TO FORM:

By _____
Heather Minner
City Attorney
Date_____

ATTEST:

_____
Kirsten Squarcia
City Clerk
Date_____

J. NON-COLLUSION DECLARATION

APPENDIX 8

NON-COLLUSION DECLARATION

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the Vice President [title] of Gonsalves & Stronck Construction Company, Inc. [business name], the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from submitting a Proposal. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Price Proposal of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Price Proposal, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Price Proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code § 7106.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 29, 2020 [date], at San Carlos [city], CA [state].

s/ 

Keith Gonsalves, Vice President

Name [print]

END OF NON-COLLUSION DECLARATION

K. EXCEPTIONS

GONSALVES & STRONCK
Construction Company Inc.

July 29, 2020

City of Cupertino – Department of Public Works
Michael Zimmermann, Capital Improvement Program Manager
10300 Torre Avenue
Cupertino, CA 95014-3255

RE: Cupertino Library Expansion Project
Exceptions

Dear Mr. Zimmermann,

In theory, Gonsalves & Stronck Construction states no exceptions are taken to the bridging documents, however we have, where appropriate, proposed some modifications to enhance value and functionality of the bridging document design. Please refer to the narratives contained throughout this proposal as further definitions of all clarifications.

Feel free to contact me with any questions or need for further verifications.

Respectfully submitted,

Keith Gonsalves
Vice President
kgonsalves@gs-construction.com