CITY OF CUPERTINO

CITY OF CUPERTINO | REQUEST FOR PROPOSALS

DESIGN-BUILD ENTITIES FOR THE

CUPERTINO LIBRARY EXPANSION PROJECT

Submitted By: Rodan Builders, Inc. & SVA Architects, Inc.

RODAN BUILDERS, INC.

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SVA ARCHITECTS

SVA Architects, Inc.
2030 Franklin Street, Suite 210
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A. COVER LETTER

Michael Zimmerman
CIP Program Manager
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

RE: Request for Proposal for Design-Build Entities for the Cupertino Library Expansion Project

Dear Mr. Zimmerman:

Rodan Builders, Inc. (Rodan) and **SVA Architects, Inc.** (SVA), are delighted to provide the **City of Cupertino** with our proposal for the **Design-Build Services for the Cupertino Library Expansion Project.** We have worked diligently to incorporate all aspects of the program into a final design that will meet the City's needs and desires. We understand that this project will have a major impact on the City and those who visit the library and our goal is to produce a final project that ignites pride in the community and creates a vibrant destination for all users.

Rodan and SVA have extensive experience working as a Design-Build Entity. Our previous seven successful Design-Build projects have brought us together as a cohesive team that works efficiently and cooperatively. Our philosophy of approaching a project as a proactive team rather than reactive keeps our projects on schedule and on budget. We identify and solve issues early in the project, allowing us time to bring in the expert engineers and subcontractors to discuss solutions and take corrective actions without jeopardizing the schedule. Our goal is to have a completed project that will serve the City and community for many years to come, and to delivery it in as inclusive and informed a way as possible.

Our Design-build team is ready to provide the City of Cupertino with a library expansion that is state-of-the-art and a communal gathering place where community members will enjoy taking part in various civic, cultural, social, educational, and recreational activities. We understand that this project is a direct reflection of the City on the community and we take that responsibility very seriously.

We certify and agree to each of the following:

1. The statements and representations made in this proposal are true and correct.
2. Our proposal will remain valid for 90 days following the submission date.
3. We believe that the design set-forth in our proposal meets or exceeds the minimum standard and performance criteria of the bridging documents.
4. The schedule included in our proposal are consistent with the scheduling requirements and milestones set forth in the Design-Build Documents and our team is ready and able to meet this schedule.
5. All of the information submitted to the City in our SOQ remains true, completed, and correct.
6. We are not aware of any facts that would materially impair our financial ability to perform the services for the project and continue to have sufficient liquid assets to pay debts when they fall due.
7. Our team fully understands and has no questions regarding any of the bridging documents, and if selected by the City for this project, agree to execute the Design-Build contract based on the form provided with the Design-Build contract documents, without exception.
8. We certify that for the duration of the procurement process, we will possess and maintain in good standing all licenses that are required to perform the services for the project.
9. We certify that we do not have any sort of conflict of interest, if a potential conflict does arise the City will be notified immediately.
10. Our team does not discriminate in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation.
11. None of our team members are identified on a list created under the Iran Contracting Act of 2010.
12. Our team is in full compliance with the provisions of the Immigration Reform and Control Act of 1986 and understands the penalties relating to the employment of hiring of undocumented aliens.

We look forward to the opportunity to collaborate with the City of Cupertino and its community to generate a user-driven design that holistically responds to and exceeds the expectations of your community.

Sincerely,

Dan Oliver
CFO, Secretary

Rory Morgan
CEO

RODAN
BUILDERS, INC.

Rodan Builders, Inc.
3486 Investment Blvd, Suite B
Hayward, CA 94545
www.rodanbuilders.com

B. PRICE PROPOSAL FORM

DBE RFP ADDENDUM 4: ATTACHMENT A
REVISED PRICE PROPOSAL FORM

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)	$ 630,000.00
2	Construction Services (as defined in General Conditions)	$ 5,866,500.00
3	**Total Contract Price for Price Proposal A**	**$** 6,496,500.00

Total Contract Price for Price Proposal A (in words):
Six Million Four Hundred Ninety Six Thousand Five Hundred Dollars.

Weekly rate for Construction Phase "General Conditions" costs:* $ 15,400.00

* 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)	$ N/A
2	Construction Services (as defined in General Conditions)	$ N/A
3	**Total Contract Price for Price Proposal B**	**$** N/A

Total Contract Price for Price Proposal B (in words):
N/A.

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.

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

Rodan Builders, Inc.
(Legal Name of Proposer/DBE)

Signature:	
Date:	July 29, 2020
Name & Title:	Dan Oliver, CFO/Secretary
Signature:	
Date:	July 29, 2020
Name & Title:	Rory Morgan, CEO

Code	GENERAL CONDITIONS	QUAN.	UNIT	LBR/UNT	MTL/UNT	SUB/UNT	LABOR	MATRL	SUB	TOTAL
140	SUPERVISION Insert time for default items	11	MO	22008	0	0	242088	0	0	242088
160	PROJECT MANAGER Assume 33%	5	MO	16098	0	0	80488.8	0	0	80488.8
159	PROJECT ENGINEER Assume 33%	8	MO	9900	0	0	79200	0	0	79200
141	PROJECT CLERICAL Assume 20%	3	MO	7810	0	0	23430	0	0	23430
101	MOVE ON-OFF	2	LS	0	1500	0	0	3000	0	3000
108	RODAN OFFICE TRAILOR	11	MO	0	800	0	0	8800	0	8800
108	CM OFFICE TRAILOR	11	MO	0	800	0	0	8800	0	8800
108	INSPECTOR OFFICE TRAILOR	0	MO	0	300	0	0	0	0	0
108	FURNISHINGS FOR TRAILORS	11	MO	0	400	0	0	4400	0	4400
101	STORAGE TRAILERS	11	MO	0	110	0	0	1210	0	1210
101	PRINTING	1	LS	0	1000	0	0	1000	0	1000
101	PROJECT SIGNAGE	3	LS	0	750	0	0	2250	0	2250
150	SCHEDULING	11	MO	1000	0	1	11000	0	0	11000
101	TEMPORARY FENCING AND GATES	2500	LF/6 mths	0	4.5	0	0	11250	0	11250
101	TEMPORARY POWER HOOK-UP	1	LS	0	1500	0	0	1500	0	1500
101	TEMPORARY POWER USAGE	1	MO	0	350	0	0	350	0	350
101	TEMPORARY HEATING	1	LS	0	850	0	0	850	0	850
104	TELEPHONE INSTALLATION	1	LS	0	500	0	0	500	0	500
104	TELEPHONE USAGE	11	MO	0	400	0	0	4400	0	4400
104	DATA INSTALLATION	1	LS	0	350	0	0	350	0	350
104	DATA USAGE	11	MO	0	100	0	0	1100	0	1100
101	TEMPORARY TOILETS	11	MO	0	500	0	0	5500	0	5500
158	SAFETY/BARRICADES	10	LS	250	250	0	2500	2500	0	5000
220	INTERIM CLEAN-UP Assume 8 hrs/wk	1280	HR	68	0	0	87040	0	0	87040
220	FINAL CLEAN-UP	6000	SF	0	1.8	0	0	10800	0	10800
101	DEBRIS REMOVAL Default 2 per month	11	DPMSTR	0	450	0	0	4950	0	4950
166	SURVEY/STAKING	1	LS	0	0	7500	0	0	7500	7500
175	TESTING	0	LS	0	0	0	0	0	0	0
195	PUNCH LIST/CLOSE-OUT	80	HR	98	2.5	0	7840	200	0	8040
101	Scaffolding	1	ls	0	4000	0	0	4000	0	4000
171	SCISSOR LIFT	6	MO	0	950	0	0	5700	0	5700
171	JLG LIFT	6	MO	0	2100	0	0	12600	0	12600
171	GRADALL	6	MO	0	3800	0	0	22800	0	22800
102	SMALL TOOLS	1	LS	0	3000	0	0	3000	0	3000
120	TRUCK/GAS	11	MO	0	1200	0	0	13200	0	13200
101	WATER INSTALLATION	0	LS	0	400	0	0	0	0	0
101	WATER USE	11	MO	0	75	0	0	825	0	825
162	ARCHITECTUAL/ ENGINEERING FEES	0	LS	0	0	0	0	0	0	0
163	SPECIAL INSURANCE	0		10000	0	0	0	0	0	0

C. TECHNICAL DESIGN EXPERTISE

SVA ARCHITECTS, INC. — ARCHITECT

SVA Architects is a full service architectural firm, we have the resources to provide the following services in-house to accomplish the tasks set forth by the City.

Architectural Design — SVA has extensive experience in a wide variety of architectural designs for civic, educational, institutional, residential, mixed-use, commercial, hospitality, and recreational developments. Our firm's rich history includes award-winning projects that respond to the needs of the local community. SVA offers a full range of architectural design services including programming, entitlements, conceptual designs, schematic design, design development, construction documents, construction administration, and post-occupancy services. Our team of qualified experts work together collaboratively with our client to ensure quality results at each stage of the design process.

Planning — A leader in master planning, SVA can provide needs assessment and site planning services. The scope of work will include preliminary analysis, site opportunities and constraints analysis, land planning and circulation studies, programming with stakeholder workshops, project coordination, and the final master plan documentation. A specific work plan with a phasing schedule will be established in accordance with the City's vision and project goals.

Interior Design — SVA creates memorable designs that reflect the character and values of our clients while promoting positive, healthy environments to enhance the experience of users and occupants. SVA's interior design studio molds and manipulates space, forms, materials, and light to create appealing and functional surroundings for a diverse client group that includes civic, educational, commercial, residential, retail, and institutional users.

Sustainable Design Solutions — We wholeheartedly believe that sustainability should be viewed as an integral part of the fabric every design rather than an add-on element. SVA uses an integrated approach when it comes to design sustainability, seeking innovative opportunities for sustainability at every stage of the design process. This approach relies on consistent communication between project team members and key stakeholders, but results in a final design that has maximized all available opportunities for sustainable strategies without compromising project economy

HOHBACH-LEWIN, INC. — CIVIL & STRUCTURAL ENGINEERS

Hohbach-Lewin has been established on the principle that the best solution is the one that most fully incorporates the client's specific needs. At Hohbach-Lewin, we are proud of our ability to creatively apply the appropriate level of technology in a responsive and timely manner.

Hohbach-Lewin offers a "hands on" approach; all our projects receive the benefit of direct involvement and participation of the structural engineer of record. Our dedication to the craft of structural engineering is reflected in the work product we produce.

Our reputation with our past clients for providing superior technical solutions in a timely manner is our most valued asset and the foundation upon which our practice is built.

ALFATECH — MECHANICAL/ELECTRICAL/PLUMBING ENGINEERS

AlfaTech MEP staff will generate the design documents and will confer with the appropriate City staff to ensure the completed design meets the client goals and expectations. AlfaTech will also wbe generating the life cycle cost analysis as required by the RFP.

Name	Job Classification	Licensed Design Firm/Designer Experience	Direct Public Project Experience	Hours Assigned to Project during Design Phase	Total Hours during Design Phase
SVA Architects, Inc. — Architect					
Robert M. Simons, AIA	Partner-in-Charge	36 years	36 years	34	
Nathan Herrero, AIA, LEED AP BD+C	Senior Project Manager	18 years	18 years	312	
Christopher Bradley, AIA, CSI, CCCA	Project Architect	22 years	22 years	271	
Robert Puleo, Assoc. IIDA	Director of Interiors	32 years	25 years	144	
Alain Peschard	Job Captain	7 years	4 years	325	
Sofia Zhang	Technical Designer	5 years	5 years	403	
				Total Hours:	1,489
Hohbach-Lewin, Inc. — Civil & Structural Engineers					
Civil					
Dan Lewin	Civil Principal In Charge	30+ years	25 years	4	
Bill Henn	Civil Project Manager	30 years	25 years	40	
Gerard Liwanag	Civil Design Engineer	6 years	2 years	80	
Vincent Bergado	Civil Drafter	5 years	5 years	40	
				Total Hours:	164
Structural					
Dan Lewin	Structural Principal In Charge	30+ years	25 years	44	
Brian Weirima	Structural Project Engineer	9 years	3 years	84	
Tammy Lau	Structural Design Engineer	6 years	2 years	64	
Donna Medina	Structural Drafter	18 years	10 years	48	
				Total Hours:	240
AlfaTech — Mechanical/Electrical/Plumbing Engineers					
Tim Chadwick	Partner	28 years	28 years	74	
Hassan Mokhtari	Associate	16 years	20 years	53	
Mark Fisher	Senior Principal	35 years	23 years	78	
				Total Hours:	205

D. CONSTRUCTION EXPERTISE

Rodan Builders, Inc.'s staff is comprised of a diverse group of professionals working together for the common goal of providing clear communication and solid project management. Our project management team consists of project managers, estimators, and project engineers who join Rodan Builders, Inc. with a multitude of experience from varying fields, spanning from education to public works, and healthcare. The foundation of our team stems from a hard-working group who value the importance of team effort and successful project management.

For this project the responsibilities for our team members are as follows:

Dan Oliver, Project Executive: Dan will be involved throughout the entire project from preconstruction to construction completion overseeing all aspects of the project. He will coordinate the project management team and make sure that the project is being run effectively and efficiently.

Greg Merrill, Project Manager, Scheduler: Greg will be involved in the construction phase of the project and will lead and direct the day-to-day project management of the project. Greg will also build and maintain the project schedule including 3-week look-ahead schedules.

Gary Chen, PreConstruction Manager, Estimator: Gary will be involved during the preconstruction phase of the project. Gary will be responsible for coordinating preconstruction activities including, but not limited to, constructability review, value engineering, and preliminary and detailed estimates.

David Magro, Superintendent: David will be responsible for leading, directing, and coordinating the work of subcontractors and Rodan trade labor. He will oversee delivery schedules, quality of work performed, ensuring adherence to the budget and schedule of the project.

Raghu Ayanur, Project Engineer: Raghu will be involved in the coordination of sub-consultants and will be responsible for maintaining accurate and thorough project records including, but not limited to, tracing RFIs, Submittals, ASIs, and As-Built drawings.

Rodan Builders, Inc. is signatory to the Carpenters, Operating Engineers, and Laborers skilled force unions and only employs skilled journeypersons which are graduates of an apprenticeship program or apprentices currently in an apprenticeship program.

Subcontractors team members for this project will be as follows:

James Bailey, Project Manager, ESI (Mechanical)

Kelly McDermott, Superintendent, ESI (Mechanical)

Mike Camino, Installing Foreman, ESI (Mechanical)

Jordan Sink, Project Manager, Atlas Pellizzari Electric, Inc. (Electrical)

Ruben Petersen, Project Engineer, Atlas Pellizzari Electric, Inc. (Electrical)

Nick Schmierer, Superintendent, Atlas Pellizzari Electric, Inc. (Electrical)

Michael Cowan, Purchasing Agent, Atlas Pellizzari Electric, Inc. (Electrical)

Jim Weishaar, Controller, Atlas Pellizzari Electric, Inc. (Electrical)

Heather Bolton, Administrative, Atlas Pellizzari Electric, Inc. (Electrical)

John Dinelli, Secretary, Directed of Filed Personnel, Dinelli Plumbing (Plumbing)

Joe Dinelli, President/Director of Operations, Dinelli Plumbing (Plumbing)

Ken Roeber, General Manager, Dinelli Plumbing (Plumbing)

Gina Dinelli, Office Director of Operations, Dinelli Plumbing (Plumbing)

Name	Job Classification	Licensed Design Firm/Designer Experience	Direct Public Project Experience	Hours Assigned to Project during Construction Phase	Total Hours during Construction Phase
Rodan Builders, Inc.					
Dan Oliver	Project Executive	23 years	23 years	36	
Greg Merrill	Project Manager	4 years	4 years	792	
Gary Chen	Estimator, Scheduler, Preconstruction Manager	8 years	8 years	53	
David Magro	Superintendent	20 years	20 years	1760	
Raghu Ayanur	Project Engineer	2 years	2 years	1760	
				Total Hours:	4,400
ESI, HVAC					
C.J. Enfantino	ESI, HVAC	8+ years	8+ years	200	
Rick Botelho	ESI, HVAC	30+ years	30+ years	200	
Francisco Delgado	ESI, HVAC	15+ years	15+ years	200	
				Total Hours:	600
Atlas Pellizarri Electric, Inc.					
Jordan Sink	Project Manager	16 years	16 years	280	
Ruben Petersen	Project Engineer	4 years	4 years	320	
Nick Schmierer	Superintendent	17 years	17 years	320	
Michael Cowan	Purchasing Agent	5 years	5 years	160	
Jim Weishaar	Controller	33 years	33 years	80	
Heather Bolton	Administrative	14 years	14 years	80	
				Total Hours:	1,240
Dinelli Plumbing					
John Dinelli	Secretary, Director of Filed Personnel	29 years	22 years	45	
Joe Dinelli	President/ Director of Operations	23 years	20 years	12	
Ken Roeber	General Manager	35 years	25 years	80	
Gina Dinelli	Office Director of Operations	20 years	20 years	40	
				Total Hours:	177

Name	Job Classification	Licensed Design Firm/Designer Experience	Direct Public Project Experience	Hours Assigned to Project during Construction Phase	Total Hours during Construction Phase
SVA Architects, Inc. — Architect					
Robert M. Simons, AIA	Partner-in-Charge	36 years	36 years	8	
Nathan Herrero, AIA, LEED AP BD+C	Senior Project Manager	18 years	18 years	90	
Christopher Bradley, AIA, CSI, CCCA	Project Architect	22 years	22 years	129	
Robert Puleo, Assoc. IIDA	Director of Interiors	32 years	25 years	25	
Alain Peschard	Job Captain	7 years	4 years	81	
Sofia Zhang	Technical Designer	5 years	5 years	0	
				Total Hours:	333
Hohbach-Lewin, Inc. — Civil & Structural Engineers					
Civil					
Dan Lewin	Civil Principal In Charge	30+ years	25 years	2	
Bill Henn	Civil Project Manager	30 years	25 years	10	
Gerard Liwanag	Civil Design Engineer	6 years	2 years	80	
Vincent Bergado	Civil Drafter	5 years	5 years	4	
				Total Hours:	96
Structural					
Dan Lewin	Structural Principal In Charge	30+ years	25 years	8	
Brian Weirima	Structural Project Engineer	9 years	3 years	8	
Tammy Lau	Structural Design Engineer	6 years	2 years	60	
Donna Medina	Structural Drafter	18 years	10 years	0	
				Total Hours:	76
AlfaTech — Mechanical/Electrical/Plumbing Engineers					
Tim Chadwick	Partner	28 years	28 years	26	
Hassan Mokhtari	Associate	16 years	20 years	11	
Mark Fisher	Senior Principal	35 years	23 years	27	
				Total Hours:	64

E. SCHEDULE

Our schedule is built on a presumptive Notice to Proceed date of August 31, 2020. From NTP we move straight into the design phase of both the demolition, site work package and building package concurrently.

Demolition on site is scheduled to start February 09, 2021. The new building package permit submission/ issue is scheduled in such a way that we can move into the new building construction on site right after the demolition phase is completed. Starting from Construction Documents approved date we will be working towards the procurement of the long lead items, some of which identified in the schedule.

Substantial Completion/ TCO — December 20, 2021

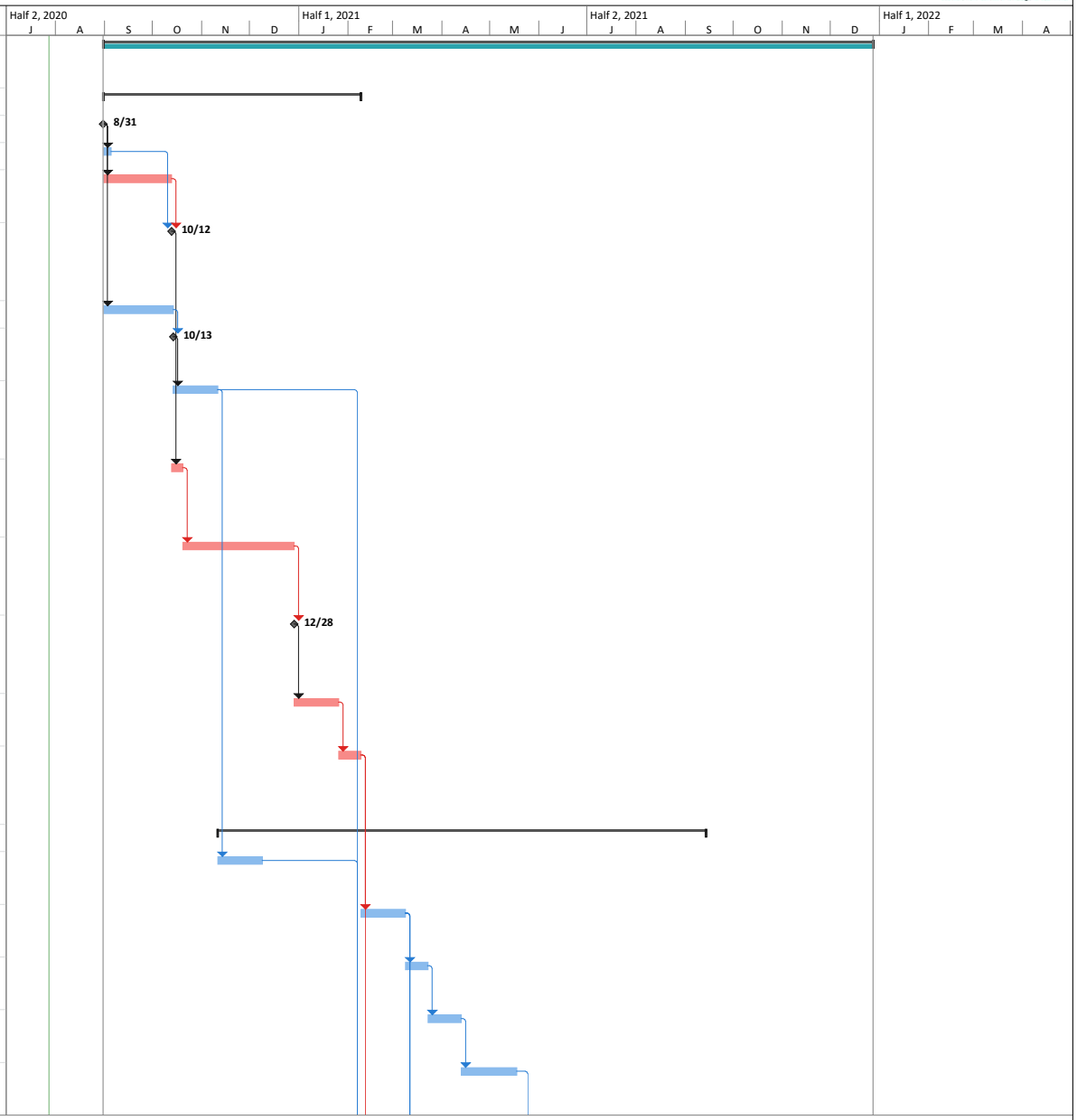
Final Completion — December 27, 2021.

This brings our total construction duration to approx. 11 months.

Cupertino Library Expansion Project

RODAN BUILDERS, INC.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors
1		**Cupertino Library Expansion Project**	**346 days?**	**Mon 8/31/20**	**Mon 12/27/21**		
2		**Design Phase**	**116 days**	**Mon 8/31/20**	**Mon 2/8/21**		
3		Design Services NTP	0 days	Mon 8/31/20	Mon 8/31/2		4,5,7
4		Site Survey	5 days	Mon 8/31/20	Fri 9/4/20	3	6
5		Design Documents new construction	31 days	Mon 8/31/20	Mon 10/12/20	3	6
6		Design Document Submittal- New construction	0 days	Mon 10/12/20	Mon 10/12/20	4,5	10
7		Demolition Plans	32 days	Mon 8/31/20	Tue 10/13/2	3	8
8		Permit set submittal- Demolition Phase	0 days	Tue 10/13/20	Tue 10/13/20	7	9
9		Permit set submittal- Demolition Phase Review	20 days	Wed 10/14/20	Tue 11/10/20	8	31,16
10		Review of Deisgn documents- New Construction	5 days	Tue 10/13/20	Mon 10/19/20	6	11
11		Construction Documents- New construction	50 days	Tue 10/20/20	Mon 12/28/20	10	12
12		Construction Documents- New construction Submittal	0 days	Mon 12/28/20	Mon 12/28/20	11	13
13		Construction documents Plan Review	20 days	Tue 12/29/20	Mon 1/25/21	12	14
14		Revise and Review of the Construction Documents	10 days	Tue 1/26/21	Mon 2/8/21	13	31,17
15		**Procurment Phase**	**219 days**	**Wed 11/11/2**	**Mon 9/13/2**		
16		Bid out Demolition Phase approved set	20 days	Wed 11/11/20	Tue 12/8/20	9	31
17		Bid out Construction set (Apporved set)	20 days	Tue 2/9/21	Mon 3/8/21	14	24,18,21,27
18		Create Structural Steel Shop Draiwngs	10 days	Tue 3/9/21	Mon 3/22/21	17	19
19		Structural Steel Shop Draiwngs Review	15 days	Tue 3/23/21	Mon 4/12/21	18	20
20		Steel fabrication	25 days	Tue 4/13/21	Mon 5/17/21	19	45



Project: msproj11
Date: Tue 7/28/20

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only	Critical Split
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline	Progress
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Critical	Manual Progress

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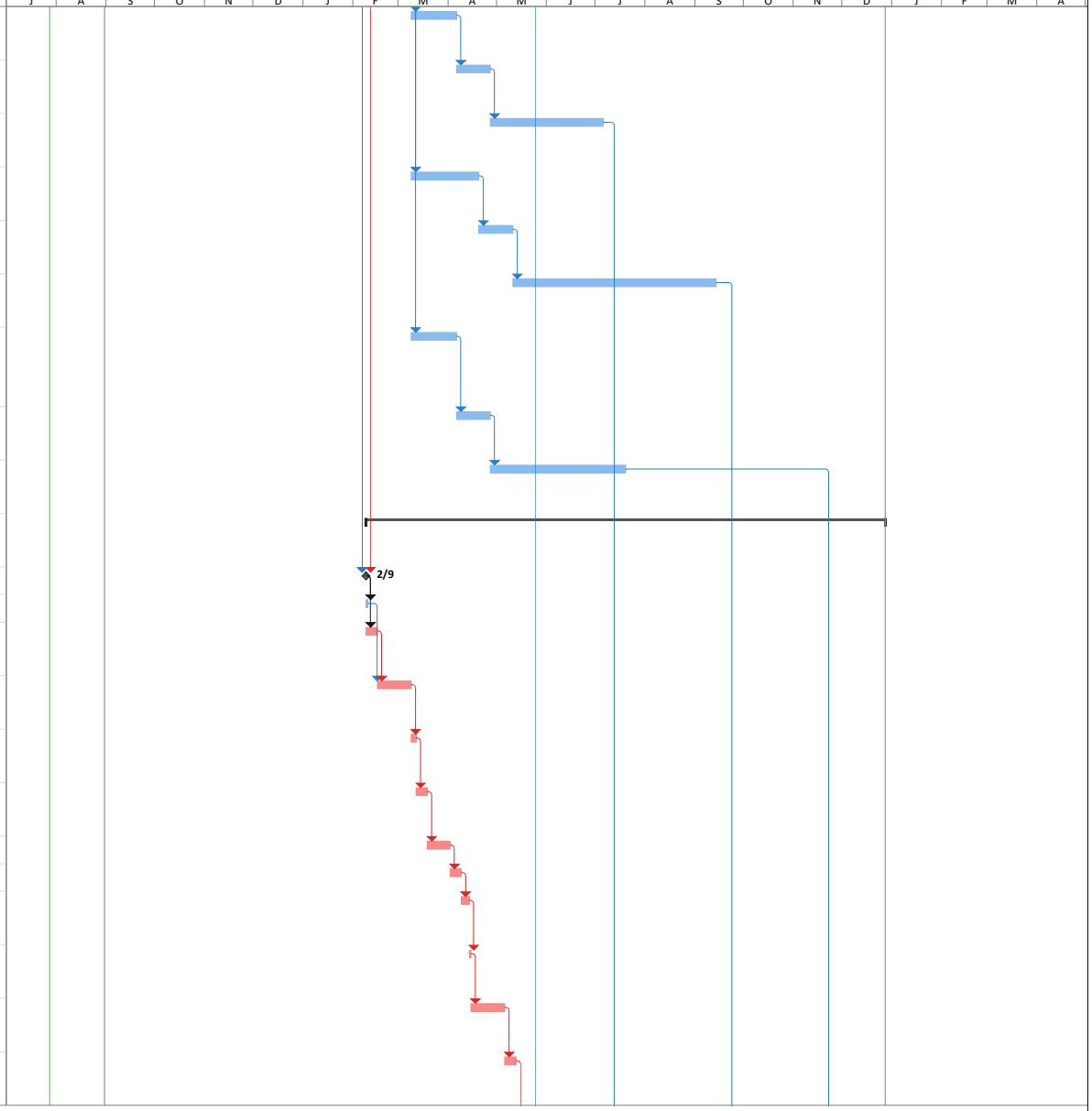
Cupertino Library Expansion Project

RODAN BUILDERS, INC.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors
21		Create Storefront Shop Drawings	20 days	Tue 3/9/21	Mon 4/5/21	17	22
22		Storefront Shop Review	15 days	Tue 4/6/21	Mon 4/26/21	21	23
23		Strorefront Fabrication	50 days	Tue 4/27/21	Mon 7/5/21	22	80
24		Create Wood Grill Ceiling Shop Draiwngs	30 days	Tue 3/9/21	Mon 4/19/21	17	25
25		Review Wood Grill Ceiling Shop Drawings	15 days	Tue 4/20/21	Mon 5/10/21	24	26
26		Production and Shipping of Wood Grill Ceilling	90 days	Tue 5/11/21	Mon 9/13/21	25	87
27		Cretae Operable Partitions Shop Drawings	20 days	Tue 3/9/21	Mon 4/5/21	17	28
28		Operable Partitions Shop Review	15 days	Tue 4/6/21	Mon 4/26/21	27	29
29		Operable Partition Fabrication	60 days	Tue 4/27/21	Mon 7/19/21	28	92
30		**Construction Phase**	**230 days?**	**Tue 2/9/21**	**Mon 12/27/21**		
31		Demolition on site	0 days	Tue 2/9/21	Tue 2/9/21	9,16,14	33,32
32		Install Temp Fencing	1 day	Tue 2/9/21	Tue 2/9/21	31	34
33		Safe Off	5 days	Tue 2/9/21	Mon 2/15/21	31	34
34		Demo Existing Building	15 days	Tue 2/16/21	Mon 3/8/21	33,32	35
35		Layout and Survey	3 days	Tue 3/9/21	Thu 3/11/21	34	36
36		Building Pad	5 days	Fri 3/12/21	Thu 3/18/21	35	37
37		Excavate Footing	10 days	Fri 3/19/21	Thu 4/1/21	36	38
38		Rebar Footings	5 days	Fri 4/2/21	Thu 4/8/21	37	39
39		Set Anchor Bolts/ Steel templates	3 days	Fri 4/9/21	Tue 4/13/21	38	40
40		Pour Footings	1 day	Wed 4/14/21	Wed 4/14/21	39	41
41		Underslab Utilities	15 days	Thu 4/15/21	Wed 5/5/21	40	42
42		Rock/ Rebar/ Form Slab	5 days	Thu 5/6/21	Wed 5/12/21	41	43



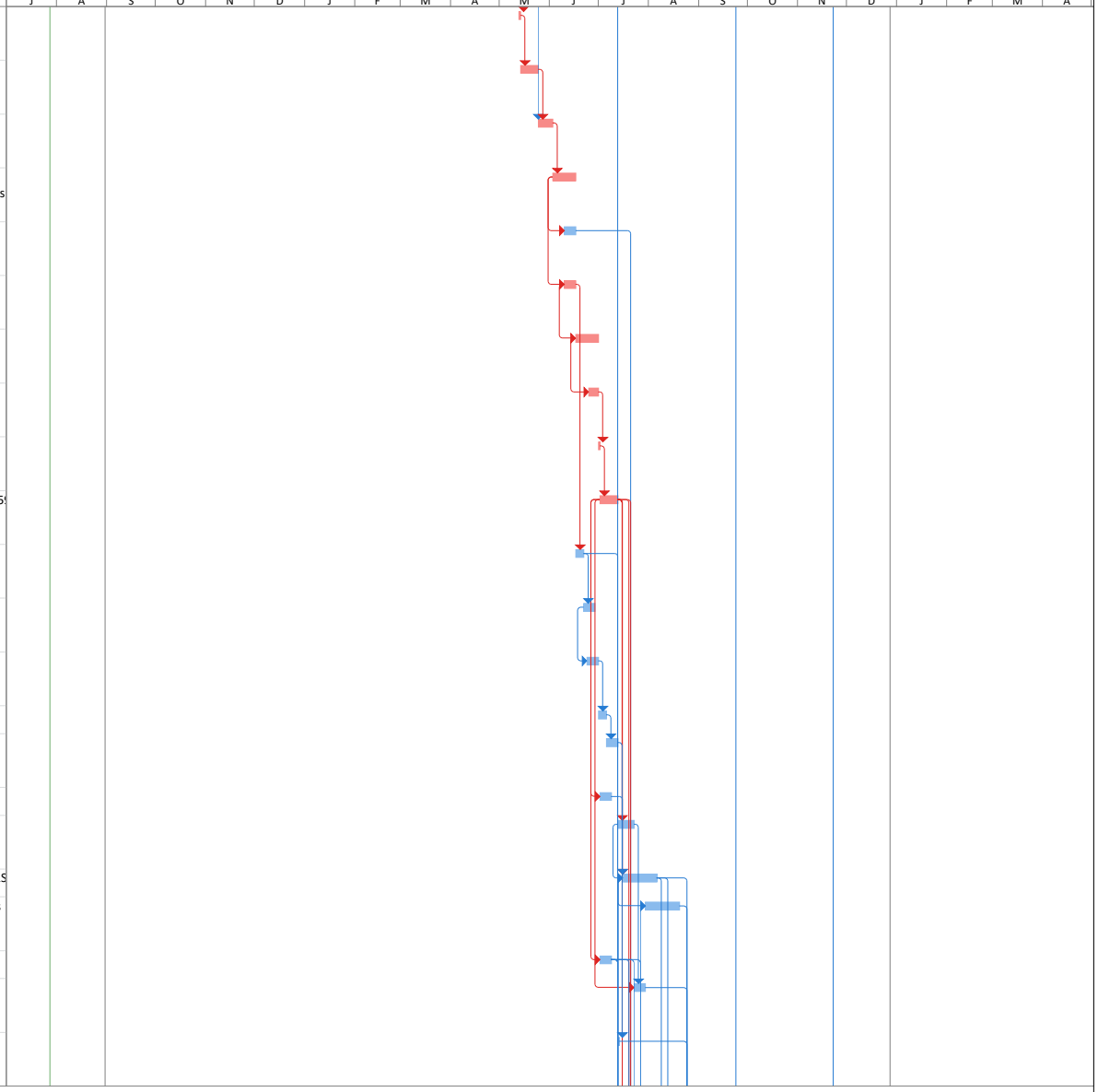
Project: msproj11
Date: Tue 7/28/20

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only	Critical Split
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline	Progress
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Critical	Manual Progress

Cupertino Library Expansion Project

RODAN BUILDERS, INC.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors
43		Pour Slab	1 day	Thu 5/13/21	Thu 5/13/21	42	44
44		Cure Slab	7 days	Fri 5/14/21	Mon 5/24/21	43	45
45		Steel Erection	7 days	Tue 5/25/21	Wed 6/2/21	44,20	46
46		Steel Bolting and Welding	10 days	Thu 6/3/21	Wed 6/16/21	45	47SS+5 days,48SS+5 days
47		Stairs and Misc Steel Install	5 days	Thu 6/10/21	Wed 6/16/21	46SS+5 days	78
48		2nd Floor Meatl Deck Install	5 days	Thu 6/10/21	Wed 6/16/21	46SS+5 days	49SS+5 days,53
49		MEP Level 1 OH Hangers and Deck Supports	10 days	Thu 6/17/21	Wed 6/30/21	48SS+5 days	50SS+6 days
50		Form Prep 2nd Floor Concrete Deck	4 days	Fri 6/25/21	Wed 6/30/21	49SS+6 days	51
51		Pour 2nd Floor Concrete Deck	1 day	Thu 7/1/21	Thu 7/1/21	50	52
52		Cure 2nd floor concrete deck	7 days	Fri 7/2/21	Mon 7/12/21	51	58SS,62SS,63SS,5
53		Roof Metal Deck	3 days	Thu 6/17/21	Mon 6/21/21	48	54,80
54		Roof Penetrations	5 days	Tue 6/22/21	Mon 6/28/21	53	55SS+2 days
55		Install Roof Curbs and Parapets	5 days	Thu 6/24/21	Wed 6/30/21	54SS+2 days	56
56		Installed Roof Insualtion	3 days	Thu 7/1/21	Mon 7/5/21	55	57
57		Install Roof Membrane	5 days	Tue 7/6/21	Mon 7/12/21	56	64
58		Metal Framing Layout	5 days	Fri 7/2/21	Thu 7/8/21	52SS	60
59		Frame Shafts	8 days	Tue 7/13/21	Thu 7/22/21	52	63,60SS+3 days
60		Frame Level 1	15 days	Fri 7/16/21	Thu 8/5/21	59SS+3 days,5	61SS+10 days,71S
61		Frame Level 2	15 days	Fri 7/30/21	Thu 8/19/21	60SS+10 days	77,76SS+10 days
62		MEP Layout	5 days	Fri 7/2/21	Thu 7/8/21	52SS	65,66,67,69,70
63		MEP Rough In Shaft	5 days	Fri 7/23/21	Thu 7/29/21	52SS,59	77
64		Set HVAC Equipment on Roof	1 day	Tue 7/13/21	Tue 7/13/21	57	77



Project: msproj11
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Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only	Critical Split
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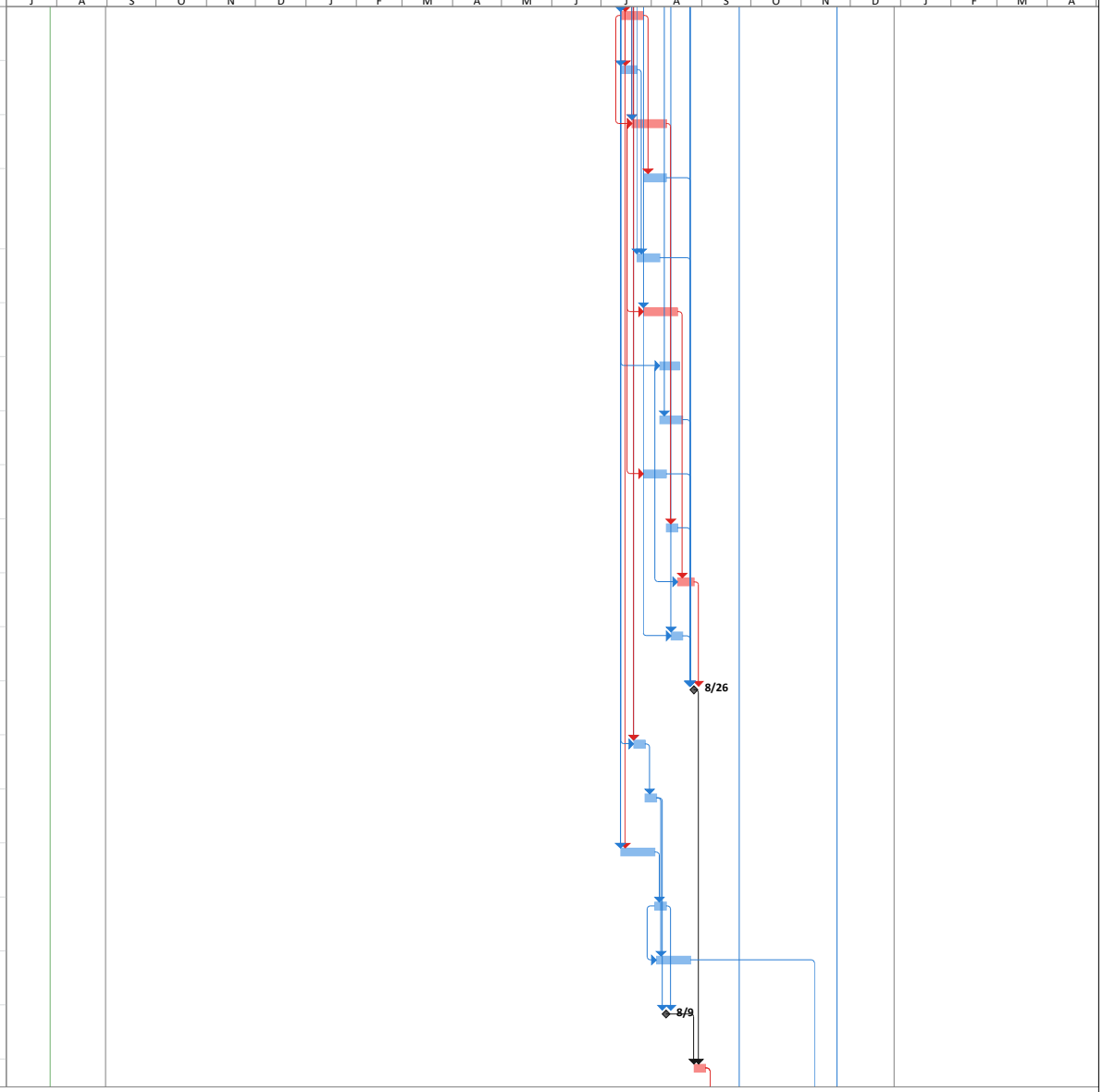
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Critical	Manual Progress

RODAN BUILDERS, INC.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors
65		OH Sprinkler Main Rough-in L1&L2	10 days	Tue 7/13/21	Mon 7/26/21	52,62	67SS+5 days,68
66		OH Sanitary Plumbing Rough In L1&L2	8 days	Tue 7/13/21	Thu 7/22/21	52,62	69
67		OH HVAC Duct Rough In L1&L2	15 days	Tue 7/20/21	Mon 8/9/21	52,65SS+5 days,62	70SS+5 days,73SS+5 days,74
68		OH Fire Sprinkler Branch lines Rough-In L1&L2	10 days	Tue 7/27/21	Mon 8/9/21	65	77
69		OH Water Plumbing Rough-in L1&L2	10 days	Fri 7/23/21	Thu 8/5/21	66,62	77
70		OH Electrical Rough In L1&L2	15 days	Tue 7/27/21	Mon 8/16/21	67SS+5 days,62	75
71		Set in wall Electrical Boxes L1&L2	8 days	Fri 8/6/21	Tue 8/17/21	60SS+15 days	75SS+2 days
72		In Wall Plumbing Rough in L1&L2	10 days	Fri 8/6/21	Thu 8/19/21	60	77
73		OH HVAC Refrigrant Rough in L1&L2	10 days	Tue 7/27/21	Mon 8/9/21	67SS+5 days	77
74		HVAC Controls Rough in L1&L2	5 days	Tue 8/10/21	Mon 8/16/21	67	77
75		In Wall Electrical Rough-in L1&L2	8 days	Tue 8/17/21	Thu 8/26/21	70,71SS+2 days	77
76		Install Door Frames L1&L2	5 days	Fri 8/13/21	Thu 8/19/21	60,61SS+10 days	77
77		Complete Rough In Level 1 and Level 2	0 days	Thu 8/26/21	Thu 8/26/21	60,61,63,68,6	84
78		Stairway Framing	5 days	Wed 7/21/21	Tue 7/27/21	47,52,60SS+3 days	79
79		Install Sheating at Stair walls	5 days	Wed 7/28/21	Tue 8/3/21	78	82,83
80		Install Storefront Frames	15 days	Tue 7/13/21	Mon 8/2/21	23,52,53	81
81		Install Storefront Glazing	5 days	Tue 8/3/21	Mon 8/9/21	80	82SS,83
82		Exterior Stucco	15 days	Wed 8/4/21	Tue 8/24/21	79,81SS	91
83		Buidling Enclosure Complete	0 days	Mon 8/9/21	Mon 8/9/21	81,79	84
84		Insulation L1 and L2	5 days	Fri 8/27/21	Thu 9/2/21	77,83	85,86



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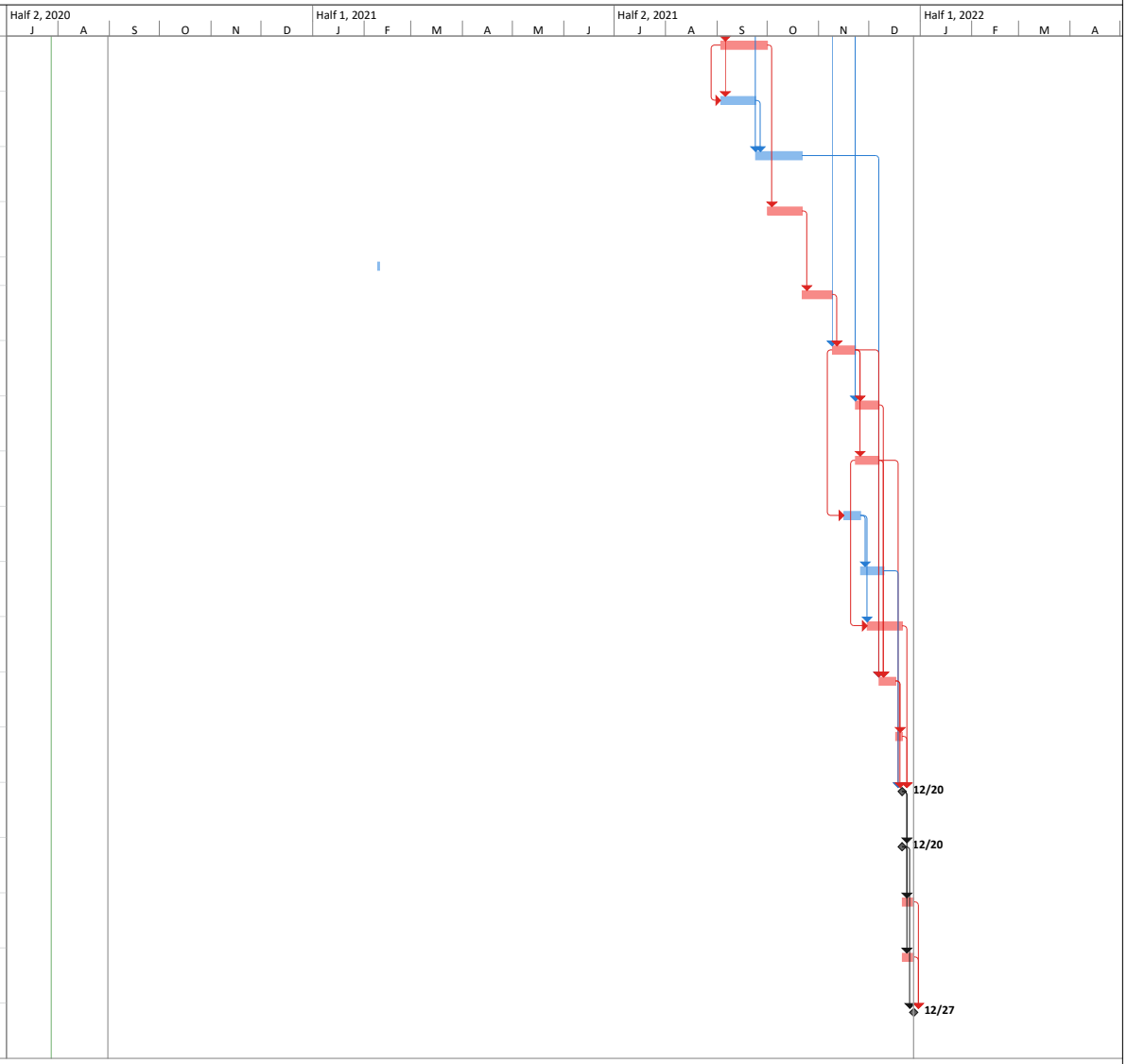
Cupertino Library Expansion Project

RODAN BUILDERS, INC.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors
85		Wall Sheetrock	20 days	Fri 9/3/21	Thu 9/30/21	84	86SS,88
86		Ceiling Sheetrock	15 days	Fri 9/3/21	Thu 9/23/21	85SS,84	87
87		Install Acoustical and Wood Grill Ceiling	20 days	Fri 9/24/21	Thu 10/21/21	86,26	97
88		Taping and Finishes	15 days	Fri 10/1/21	Thu 10/21/21	85	90
89		Wall Finishes	1 day?	Tue 2/9/21	Tue 2/9/21		
90		Door and Hardware	12 days	Fri 10/22/21	Mon 11/8/21	88	91
91		Painting	10 days	Tue 11/9/21	Mon 11/22/21	90,82	93,94SS+5 days,97,92
92		Install Operbale Partitions	10 days	Tue 11/23/21	Mon 12/6/21	29,91	97
93		Mechanical Trim Out	10 days	Tue 11/23/21	Mon 12/6/21	91	96SS+5 days,97,99
94		Casework	8 days	Tue 11/16/21	Thu 11/25/21	91SS+5 days	95,96
95		Plumbing Trim Out	10 days	Fri 11/26/21	Thu 12/9/21	94	99
96		Elelctrical Trim Out, Programing	15 days	Tue 11/30/21	Mon 12/20/21	93SS+5 days,94	99
97		Install Flooring	8 days	Tue 12/7/21	Thu 12/16/21	93,87,91,92	98,99
98		Final Celaning	2 days	Fri 12/17/21	Mon 12/20/21	97	99
99		Punch Walk	0 days	Mon 12/20/21	Mon 12/20/21	98,97,96,95,9:	100,101
100		TCO	0 days	Mon 12/20/21	Mon 12/20/21	99	102,103
101		Correction of Punch list items	5 days	Tue 12/21/21	Mon 12/27/21	99	103
102		Library FF&E Move-in	5 days	Tue 12/21/21	Mon 12/27/21	100	103
103		Final Completion	0 days	Mon 12/27/21	Mon 12/27/21	102,101,100	



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Page 5

F. DESIGN APPROACH

DBE'S PROPOSED DESIGN

Our team understands the library expansion is meant to be a jewel box that connects the light of the Memorial Grove to the courtyard and this expansion will establish a new center for the library. The connection between the program rooms and the courtyard is a key design element and our team embraces that concept. We have focused our design efforts in keeping the "jewel box" notion and have modified the stairs and support spaces, in minor ways, so they can be more complementary to the existing library.

Most noticeably in the exterior design, the prominence of the glass storefront immediately showcases the new jewel box expansion. Allowing light to penetrate through the building and into the courtyard, has a specular affect that is a unique experience within and outside. The stairwell's mass has been softened, it's finished color and texture draws from and compliments the palette of the existing library. Not only in the exterior finish, but windows, doors, bays, sills and panel joints align and repeat in a language that simulates the same rhythm and cadence of the existing library. We believe that our proposed design creates a more harmonious balance with the existing library, while still punctuating this new jewel box hub for the Cupertino Library.

As for the interiors, we have kept the floor plans as original designed; they were efficient program rooms on both levels, and we didn't see the need for any changes. These much-needed program rooms will allow the library to fully flourish as noted in the original architectural narrative. These rooms/spaces are flexible, acoustically designed, equipped with technology, secured, and elegantly designed as they were intended to be.

MEETING PROGRAM REQUIREMENTS AND PERFORMANCE CRITERIA

Our proposed design maintains all program provided in the bridging document. We have made some design improvements at the exterior as noted under item #1, but the primary design and structural systems of the project are designed per the criteria documents. Our proposed structure is a steel structure to match the bridging and the existing building and planned with a seismic joint to separate it from the existing structure on each side. Each of our engineers/consultants also follow the performance criteria set forth in the criteria documents, including requirements for systems, acoustics and finishes. We will work collaboratively with the City and staff to complete the MEP designs in compliance with the criteria, and to continue to evolve and tweak the design based upon any feedback from the City during the remainder of the design process.

Our team has also studied the requirements for temporary work and studied how to relocate and keep things running in the existing building temporarily, including temporary ductwork (see diagram included with our submittal), fire sprinkler piping, and storm drainage which will need to stay operational during construction.

GREEN BUILDING STRATEGIES

We believe that sustainable design should be viewed as an integral part of every project rather than as an add-on and, thus, employ an integrated design approach for project delivery. This approach relies on continuous communication and coordination between project team members and key stakeholders to set goals for project performance, evaluate sustainable design strategies, and validate design and construction elements to ensure delivery of a project that blends sustainability with aesthetics, maintainability, and appropriate economy.

Our team understands that sustainable design does not succeed by addressing only single elements such as system efficiency or building skin design within a project. Rather, a comprehensive approach to sustainability is needed. Our approach relies on full collaboration and integration of design team members, project stakeholders, and often key community members, to set project goals, brainstorm design strategies, and to implement our sustainable design throughout construction and occupancy. This integrated approach begins early in pre-design and programming. Listed below are some key ways we approach sustainable design.

Energy Efficiency and Conservation - Our firm pays special attention to designing environments which are energy efficient, as well as comfortable, healthy, and conducive to learning/working. Our consultants have also been designing high-performance systems for buildings. We apply energy efficient design principles in the creation of the building envelope, heating and cooling systems, lighting, appliances and equipment. Our team is familiar with the building energy codes and efficiency standards and we incorporate such measures into our design very early on.

Operating Efficiency - Effective maintenance and operations procedures are fundamentally important to sustaining the performance of all building systems. The City will need to consider the often opposing issues of long-term vs. initial installation costs. This topic will be the main focus of our maintenance discussions early on during the design phases. Almost without fail, lower initial construction cost will result in higher long-term maintenance costs. This principle applies to the selection of air conditioning units, hardware, flooring, and a host of other products. We understand your City might have some standards established already, we will work closely with your staff when designing systems and selecting materials which compromise the existing City approach and also tailor to the best investments for the years to come.

Waste Minimization Techniques - We understand the benefits of reusing building components and materials to both the environment and to the community. Deconstruction and design for reuse are innovative principles; the "grave-to-cradle" approach deals with the issue of what to do with the enormous stock of existing buildings that are reaching the end of their useful lives. Reuse of building materials will preserve the energy that was initially invested in the creation of the materials and reduce the need to extract new materials from the environment.

POTENTIAL VALUE ENGINEERING ITEMS

Our team adhered to the bridging documents with minor modifications and without any required value engineering. Below are two potential value engineering items that can provide the City additional cost savings to minimize the budget below what was presented if additional savings are desired. We can further discuss and evaluate these options if the City is open to considering them:

1. Replace the glass operable partitions with the either solid panel operable partitions or simpler sliding glass wall system.
2. Replace the wood grill ceiling with an alternative enhanced acoustical ceiling (this would be a cloud or baffle system, not a traditional suspended ceiling system).

EXTERIOR DESIGN

View 1

RODAN BUILDERS, INC.

SVA ARCHITECTS

EXTERIOR DESIGN

View 2

RODAN BUILDERS, INC.

SVA ARCHITECTS

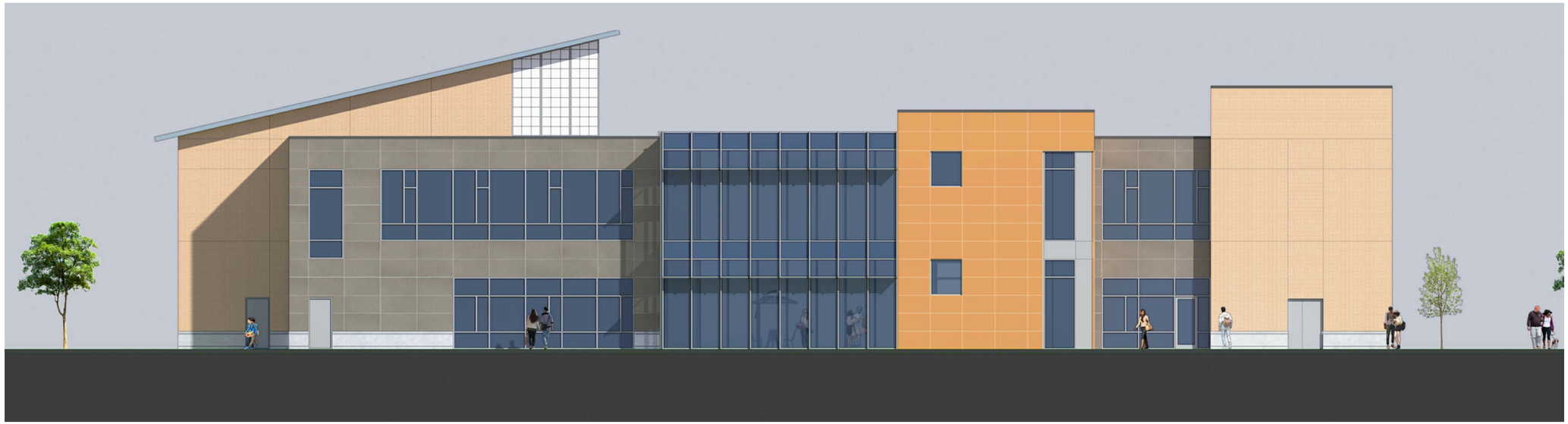
EXTERIOR DESIGN

View 3

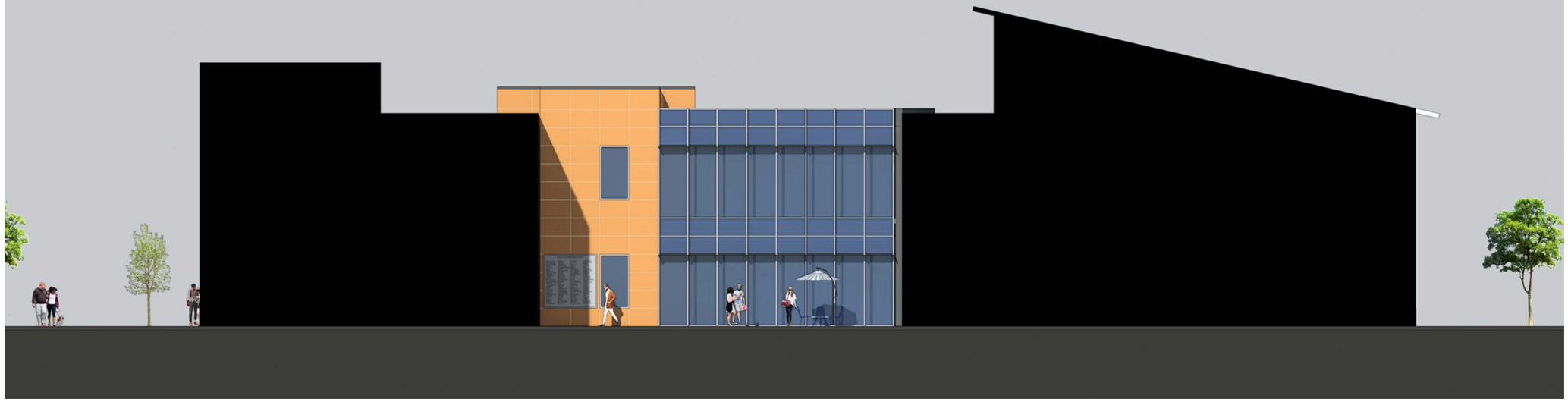
RODAN BUILDERS, INC.

SVA ARCHITECTS

BUILDING ELEVATIONS



SOUTH ELEVATION



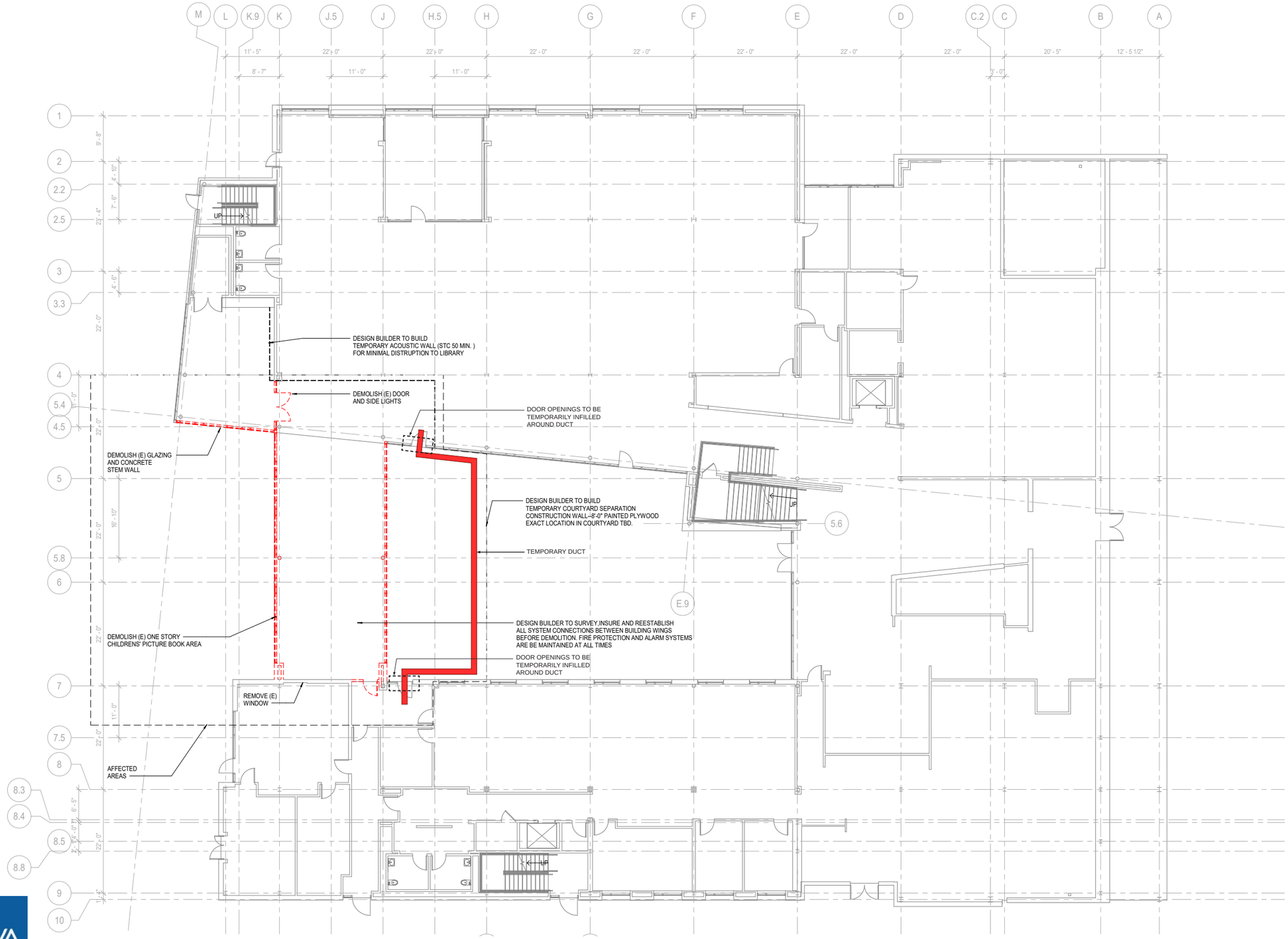
COURTYARD NORTH ELEVATION

0 10 20 40

RODAN BUILDERS, INC.

SVA ARCHITECTS

DEMOLITION PLAN



RODAN BUILDERS, INC.

SVA ARCHITECTS

G. LIFE-CYCLE COSTS

The proposed Mechanical System (rooftop heat pump systems) utilizes conventional heating and cooling technologies that are commercially available and easy to maintain, thereby minimizing operation and maintenance costs. In order to satisfy the high outside air demands of the fully occupied meetings rooms while also allowing for non-peak occupancies when the spaces are not being utilized, the system as specified includes 100% outside air economizer and variable airflow allow the system fan speed to ramp from minimum levels when occupancy is low to peak airflows when space is 100% occupied. Typical industry assumed life for units of this type is 18-20 years based on typical service and maintenance. In order to complete a full life cycle cost analysis, a number of critical input parameters would be needed, including occupancy schedules (in particular frequency of peak meeting occupancies), service and maintenance contracting methodology (in house our outsourced) and associated billing rates. All required maintenance associated with the proposed mechanical system includes recommended quarterly filter replacemen and routine testing of compressor amp draw, fan motor amp draw and other indicators of possible impending failures. Annualized outsourced maintenance costs for these required tests would be on the order of $950 per year. The proposed direct drive single zone VAV system eliminates the need for routine belt replacement or other service/maintenance. Based on preliminary estimations of energy consumption, the range of energy usage could vary from 180 to 320 MBTuH/year (52.8 kWH – 93.8 kWH) consumption. The high variability in energy consumption depends on the occupant loading which is undetermined at this time.

Electrical service and maintenance would also be extremely limited with the specification of LED lighting fixtures, eliminating the need for lamp or ballast replacements. It is likely that the general electrical service of monitoring and testing of individual panels and breakers can be supported under existing building operations and maintenance contracts and would represent less than $500 per year in additional support.

H. CONSTRUCTION APPROACH

CONSTRUCTION APPROACH

The Rodan and SVA team brings combined and complimentary design capabilities to the project. These include a synergy of skills which enables our team to utilize the best aspect of each discipline. These capabilities assure program verifications, design excellence, functional integrity, value maximization, quality documents and constructability. Our team will go to great lengths to ensure the City can meet their project delivery schedule and budgets.

During preconstruction services, collaboration between ourselves and the design team and owner are key to fast tracking project success. Rodan takes a systematic approach to Design-Build projects using a proven design team concept with demonstrative methodologies for the implementation of various standards and techniques, quality control measures, timely communications, and an awareness of the schedule and budget constraints. Understanding the basic project program, site constraints, topography, vehicular circulation, landscape nodes, and other influencing factors is a key first step in the constructability process. This includes the review and analysis of any existing building architecture, the project objectives and delivery schedule, and other contractual items. Visiting the site and familiarizing our team with the concept plan developed to date is another important aspect.

It is difficult to describe with any precision the methodology that we use to inspire, motivate, direct, and obtain the maximum results from both our staff and our subcontractors. In order to most effectively work on a significant project within the established time and budget constraints, we regularly organize meetings with essential members of the project team. We have used this system in the past and found it to be a very effective tool for facilitating constant communication amount the assigned members of the team as well as with the City.

Innovative Project Delivery. Our main goal is always to deliver a final project on schedule and on budget. We have found great success in collaborating with our Subcontractors very early in the construction process to ensure constructability and RFI any questions or concerns that may arise to allow time for the design team to address each issue and not lose time during the course of construction. This also allows for any value engineering that we may be able to provide with Subcontractors who are able to be part of the solution of various issues. We include our subcontractors during scheduling of the project to make sure we have scheduled the project for their scope accurately and this also allows us to account for any long-lead items. We have coordination meetings with trades that will be working side by side on the jobsite to discuss logistics and ensure that each trade is working effectively in sequence.

Rodan typically breaks down the project into four (4) phases:

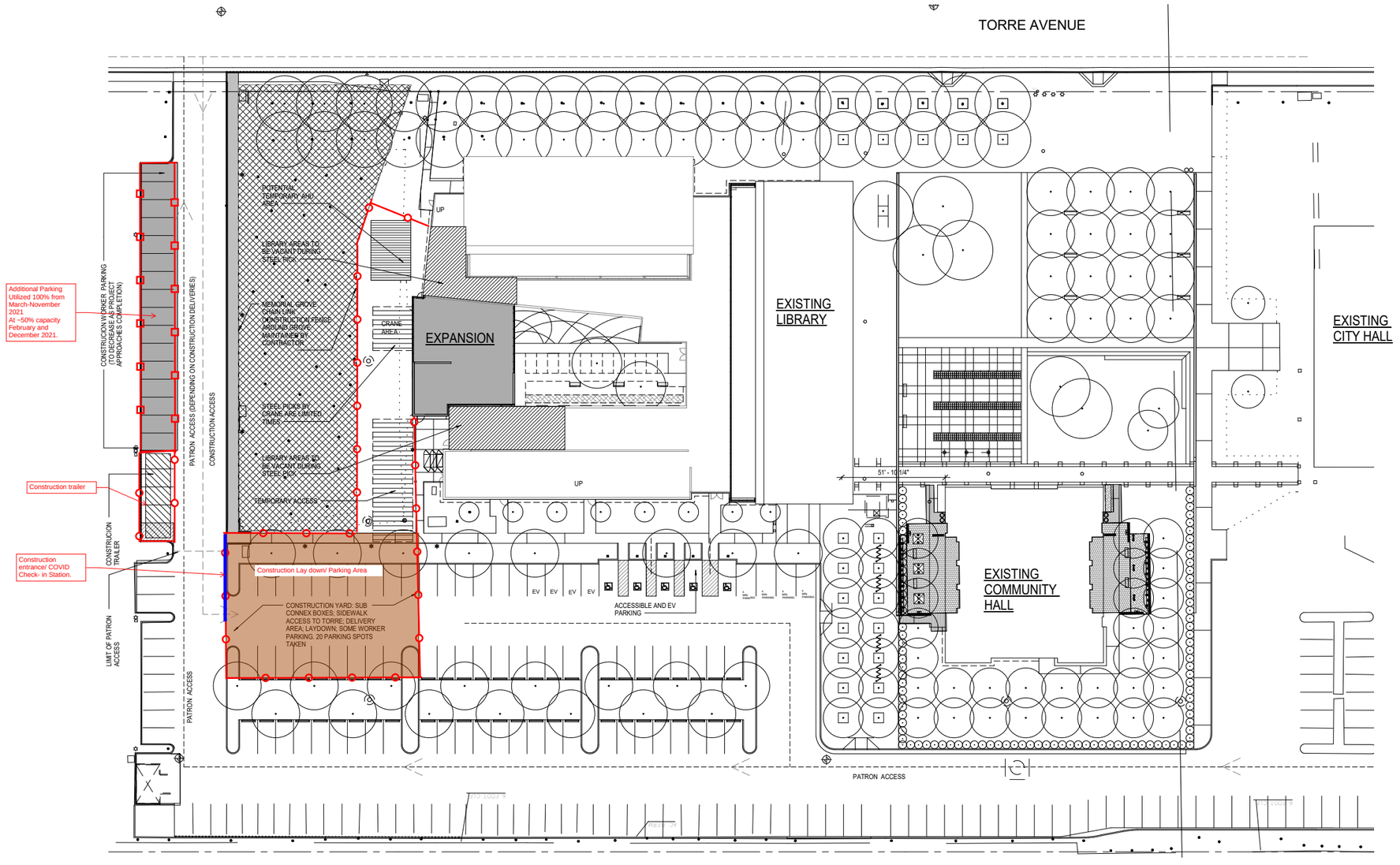
Pre-Construction / Design Phase: Our goal during this phase would be to bring a collaborative team to assist in constructability review of the project, to putting together a preliminary cost estimate for the project, create a list of potential value engineering ideas, create a master preliminary schedule, and create packages to bid out to the subcontractors.

Bid Phase: We would solicit through emails, advertisements, and follow up phone calls to several subcontractors for each trade package with the goal to receive at least (3) quotes for each trade package. We have an extensive database as well as reputation with our Subcontractors as evidenced by our zero claims history. WE will set up the non-mandatory walk, assist in answering questions during he bid phase, accept all bid proposals and provide an open book review of the cost estimate and subcontractor quotes.

Construction Phase: Rodan will assign the following staff:
Full Time – Superintendent and Project Engineer
1/2 Time – Project Manager
Project Executive
We would assume full responsibility of site management from master schedule, 3 week schedules, review of subcontractor invoices, daily quality control, site safety, with a strong focus on working collaboratively with the site to assure that there is minimal to no impact to the community.

Closeout Phase: All construction documents would be tracked on web based software and at the end of the project all closeout documentation (including as-builts, warranties, and Operation & Maintenance Manuals) would be uploaded to the software. We would assure that the punch list items are completed within a reasonable time frame. The management team would remain on site until the final punch list item has been signed off.

SITE LOGISTICS PLAN



1 A0.12 SITE PLAN Construction Logistics
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Drawn by
Author

EHDD Job Number
20013

Sheet Title
SITE PLAN - CONSTRUCTION LOGISTICS

Sheet Number
A0.12

I. STIPEND AGREEMENT

APPENDIX 7

STIPEND AGREEMENT

This Stipend Agreement ("Agreement") is made and entered into as of this 29th day of July, 2020, by and between the City of Cupertino (the "City"), and Rodan Builders, 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
Rodan Builders, Inc.
(Legal Name of DBE)

By 
Name Dan Oliver
Title CFO/Secretary
Date July 29, 2020

By 
Name Rory Morgan
Title CEO
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 CFO/Secretary [title] of Rodan Builders, 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 Hayward [city], CA [state].

s/ 

Dan Oliver

Name [print]

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END OF NON-COLLUSION DECLARATION

K. EXCEPTIONS

No Exceptions taken.

RODAN
BUILDERS, INC.

www.rodanbuilders.com

SVA
ARCHITECTS

www.sva-architects.com