

**FIRST AMENDMENT TO AGREEMENT {Contract ID-
2026-011} BETWEEN THE CITY OF CUPERTINO AND
GHIRARDELLI AND ASSOCIATES INC. FOR
PROJECT MANAGEMENT AND CONSTRUCTION
MANAGEMENT SERVICES FOR THE 2026-2027
PAVEMENT MAINTENANCE PROGRAM**

This First Amendment to Agreement #2026-11 is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Ghirardelli and Associates Inc, a corporation ("Contractor") whose address is 6601 Owens Dr, Suite 115, Pleasanton, CA 94588, and is made with reference to the following:

RECITALS:

- A. On November 11, 2025 Agreement 2026-11 ("Agreement") was entered into by and between City and Contractor for Project Management and Construction Management Services for the 2026-2027 Pavement Maintenance Program.
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 2.1 of the Agreement is modified to read as follows: Scope of Services. Contractor agrees to provide the Services set forth in the Scope of Services, attached and incorporated here as Exhibit A-1, on an as-needed basis. The Services must comply with this Agreement and with each Service Order issued by the City's Project Manager or his/her designee, in accordance with the following procedures, unless otherwise specified in Exhibit A-1. Contractor further agrees to carry out work in compliance with any applicable local, State, or Federal order regarding COVID-19. Exhibit A of the Agreement is replaced with a new Exhibit A-1 attached hereto.
2. Paragraph 4.1 of the Agreement is modified to read as follows: City will pay Contractor for satisfactory performance of the Services a total amount that will be based upon actual costs but that will be capped so as not to exceed \$808,358, ("Contract Price"), based upon the Scope of Services in Exhibit A-1 and the budget and rates included. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount.
3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

GHIRARDELLI AND ASSOCIATES, INC.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM

Senior Assistant City Attorney

ATTEST:

Acting City Clerk

Date _____

EXPENDITURE DISTRIBUTION

Item	Amount
Original Agreement	\$220,000
Amendment 1	\$588,538
Not-to-Exceed Total	\$808,538
SO 1 2026-27 Pavement Maintenance Program (PO# 2026-367)	\$210,465
Service Orders Encumbered	\$210,465
Master Agreement Balance	\$598,073

File No. 23660.001

April 14, 2026

Jo Anne Johnson
Public Works Project Manager
City of Cupertino
Department of Public Works
10300 Torre Avenue
Cupertino, CA 95014
Via Email: joannej@cupertino.gov

RE: Construction Management Services for the 2026 Pavement Maintenance Phase 1 (PW-2026-836) and 2026 Pavement Maintenance Phase 2 (PW-2026-835) Projects

Dear Ms. Johnson,
Ghirardelli Associates, Inc. (Ghirardelli) is pleased to submit this proposal to the City of Cupertino (City) to provide construction management support services during the construction of the 2026 Pavement Maintenance Phase 1 and Phase 2 projects.

UNDERSTANDING

Ghirardelli understands the City plans to start work on their 2026 Pavement Maintenance projects which will be divided into two phases. Phase 1 is due to start construction in May 2026 with Phase 2 following in August 2026.

2026 Pavement Maintenance Phase 1 (PW-2026-836)

Engineers Estimate: \$2,478,000

Working Days: 60

Scope of Work: The work will consist of concrete sidewalk, curb, gutter, curb ramp, and valley gutter removal and replacement, monument preservation, digout repairs, asphalt grinding, asphalt overlay, adjustment of utility covers, replacement of traffic striping and legends, and replacement of traffic signal loop detectors.

2026 Pavement Maintenance Phase 2 (PW-2026-835)

Engineers Estimate: \$2,320,369

Working Days: 90

Scope of Work: The project includes the application of Slurry Seal, Fog Seal, and Rubberized Cape Seal and removal replacement of traffic striping, markers and legends.

SCOPE OF WORK

Ghirardelli is proposing the following scope of services for the Pavement Maintenance projects. The scope of work is divided into three phases: pre-construction, construction, and post-construction.

PRE-CONSTRUCTION SERVICES

Ghirardelli's Resident Engineer will organize a pre-construction conference with the Contractor, subcontractors, City staff, inspector, and other stakeholders to discuss the project and the work involved. This conference will provide a forum for answering questions from the Contractor and other interested parties as well as addressing issues and coordination that need to be performed before work commences. Ghirardelli's Resident Engineer will prepare an agenda and meeting minutes.

CONSTRUCTION SERVICES

Ghirardelli's Resident Engineer will manage the day-to-day administration of the project. The Resident Engineer, as appropriate, will be the first point of contact with the Contractor, representing the City. The Resident Engineer will:

- Prepare and issue correspondence to the Contractor.
- Coordinate with the City, providing informational updates and requesting input, as needed.
- Manage project inspection.
- Coordinate, manage and review materials sampling and testing activities.
- Monitor project safety and verify compliance with laws, orders, and regulations.
- Review labor compliance documents.
- Prepare punch lists, as necessary.

Contract Administration

Ghirardelli's Resident Engineer will review and respond to submittals and RFIs in coordination with the City's Project Manager; review and monitor the Contractor's schedule; coordinate the review of traffic control plans and inspection of traffic control measures; review the Contractor's compliance with all permits, stormwater regulations and permits (SWPPP), and environmental documents; review the Contractor's compliance with health and safety standards and regulations and reporting of non-compliance; verify compliance with public outreach requirements and monitor record documents to ensure proper completion by the Contractor. At the conclusion of each week's work, a Weekly Statement of Working Days (WSWD) will be submitted to both the Contractor and City staff.

Document Control/Labor Compliance

Ghirardelli's Office Engineer will provide document control services for the City, including establishing and maintaining an organized electronic filing system for all project records. Services include receiving, tracking, and distributing project correspondence, submittals, payrolls, and compliance documents; monitoring required submissions and deadlines; maintaining records of contracts, insurance, bonds, permits, and certifications; and preparing document status reports as requested by the City.

Ghirardelli's Office Engineer will also provide labor compliance services in accordance with applicable federal, state, and local requirements, including California prevailing wage and DIR regulations. Services include collecting, reviewing, and verifying certified payroll records; confirming contractor and subcontractor DIR registration and proper worker classifications; tracking apprenticeships and training contributions; responding to compliance issues or audit requests; and preparing labor compliance reports and final closeout documentation to support project acceptance and retention release.

Project Coordination/Meetings

Ghirardelli's Resident Engineer will hold weekly meetings with the Contractor, City staff and other stakeholders. The Resident Engineer will prepare and distribute weekly project meeting agendas and minutes to attendees. Our Resident Engineer will be in close communication with the City's Project Manager to coordinate project issues and keep the City informed regarding the project status. Ghirardelli will also coordinate with local agencies and other third parties and arrange meetings for specific issues, as needed.

Scheduling

Ghirardelli's Scheduler will review the Contractor's baseline schedule and determine its conformance with the plans and specifications. We will also review the monthly schedule updates and look ahead schedules to verify that the project is on schedule. Any slippage will be discussed with the contractor and the City's Project Manager so that action can be taken to minimize delays to project completion.

Monthly Progress Payments

Ghirardelli will prepare a progress payment estimate each month and will include the quantity and amount to pay, quantity and amount paid to date, and the quantity and amount remaining for each contract item and change order.

The Resident Engineer and Inspector will prepare source documents for payment for work performed for each item listed in the Engineer's Estimate. These source documents will include calculations, field measurements and counts to document the exact quantity(s) of item work performed each progress pay period. These source documents will be filed in the project records and will be the basis for payment as well as the auditable permanent project records.

Submittals and RFIs

Our Resident Engineer will review Submittals and RFIs and coordinate with the City's Project Manager to respond in a timely manner. Document logs will be maintained by our Office Engineer for correspondence, submittals/shop drawings, RFIs, RFCs, change orders and disputes and potential claims.

Construction Inspection

Close adherence to the plans, details, and all applicable specifications is required in order to properly construct and administer the project. Inspection activities include, but are not limited to, maintaining continuous City coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, and adhering to all applicable contract specifications and standards to include the City, State and Federal.

Ghirardelli's Inspector will prepare a daily report for each construction day. The inspector's daily reports will be provided to the Resident Engineer. This information will be used for the preparation and evaluation of the monthly progress estimates, non-compliance issues, construction delays, compliance tests, CPM schedule review and claims. The daily reports will include the following information:

- Date, project identification, contractor's name, subcontractor's name(s), and time of inspections.

- Conditions (weather, moisture, soil, etc.); any inclement weather conditions that hampered or delayed the contractor's operations.
- Activities detail. Scheduled activities including starting and completion dates. Bid item numbers of all activities should be listed in the daily report.
- Difficulties encountered by the contractor.
- Construction issues (disputes, questions in the field, etc.).
- Deficiencies and violations (including construction work, safety, labor, etc.).
- Major material and equipment deliveries to the site (type, quantity, means of delivery, and condition of materials).
- Record of manpower, construction equipment, and materials testing locations and results.

Change Orders

Ghirardelli's Resident Engineer will prepare Change Orders, as necessary, in accordance with the City's Project Manager's instructions. Change Order approval or Authority to Proceed will be secured from the City before any work of the change is performed.

Materials Sampling and Testing (Field and Lab)

Ghirardelli's Inspector will coordinate all materials testing with our subcontracted materials firm. Ghirardelli's Inspector will review the test reports for compliance and maintain the required documentation, including a non-conformance log to assure that all failed tests are retested until meeting compliance.

POST CONSTRUCTION SERVICES

Ghirardelli will work closely with City staff and other stakeholders to help to ensure that the project closeout proceedings are performed quickly and accurately, in accordance with all pertinent policies and procedures. We will review and monitor the Contractor's submittal information respective to the closeout, such as "as-built" information, punch list preparation, final progress payment, warranties, guarantees, etc. Our inspector will perform a final inspection and ensure all items from the punch list are completed.

Ghirardelli will provide City staff with an original set of construction documents, cataloged in accordance with the City's approved file management system, which includes all documented correspondence, diaries, reports, photos, correspondence, contract documents, labor compliance, materials, material tests, change orders, progress payment and survey records, etc. for storage by the City. All contract documents will be digitized and filed electronically.

FEE ESTIMATE

Ghirardelli has provided the attached fee estimate broken down by task for both Phase 1 and Phase 2.

CLOSING

As a principal of the firm, I have the authority to bind the firm. Our Project Manager, Ms. Janet Navarro, may be contacted directly if you have any questions. Janet can be reached via phone at 510.414.1588 or email at jnavarro@ghirardelliassoc.com.

Sincerely,

Ghirardelli Associates, Inc.



Raewyn Lelo-Butcher

Executive Vice President

M | 510.708.7442

E | raewyn@ghirardelliassoc.com

Attachments: Fee Estimate



City of Cupertino
 Pavement Maintenance Phase 1 & 2
 April 14, 2026

			Pre-Construction	Phase I - 60 Construction Working Days				Post Construction							TOTALS
			May	June	July	August	September	October	November						
Days			8	22	21	17	10	2	2					82	
Hours			64	176	168	136	80	16	16					656	
	FTE	Rates													
Resident Engineer	0.5	\$ 292.32	\$ 12,721.28	\$ 34,983.52	\$ 33,393.36	\$ 27,032.72	\$ 15,901.60	\$ 3,180.32	\$ 3,180.32					\$ 26,078.62	
Office Engineer	0	\$ 213.73	\$	\$	\$	\$	\$	\$	\$					\$	
Inspector	1	\$ 198.77	\$ 12,721.28	\$ 34,983.52	\$ 33,393.36	\$ 27,032.72	\$ 15,901.60	\$ 3,180.32	\$ 3,180.32					\$ 130,393.12	
Scheduler	0	\$ 253.00	\$	\$	\$	\$	\$	\$	\$					\$ 0	
Inspection OT/Weekend Allowance @ 20% Inspector Estimate														\$ 26,078.62	
Materials Testing														\$ 0,000.00	
												Fee Estimate: Phase 1	\$ 84,455		

			Pre-Construction	Phase II - 90 Construction Working Days					Post Construction			TOTALS		
			August	September	October	November	December	January	February	March				
Days			4	11	20	17	22	19	19	10			122	
Hours			32	88	160	136	176	152	152	80			976	
	FTE	Rates												
Resident Engineer	0.5	\$ 292.32	\$ 12,721.28	\$ 34,983.52	\$ 33,393.36	\$ 27,032.72	\$ 15,901.60	\$ 3,180.32	\$ 3,180.32	\$ 3,180.32	\$ 15,901.60	\$ 15,901.60	\$ 7,950.80	\$ 193,999.52
Office Engineer	0	\$ 213.73	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Inspector	1	\$ 198.77	\$ 12,721.28	\$ 34,983.52	\$ 33,393.36	\$ 27,032.72	\$ 15,901.60	\$ 3,180.32	\$ 3,180.32	\$ 3,180.32	\$ 15,901.60	\$ 15,901.60	\$ 7,950.80	\$ 193,999.52
Scheduler	0	\$ 253.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Inspection OT/Weekend Allowance @ 20% Inspector Estimate													\$ 38,799.90	
Materials Testing													\$ 0,000.00	
												Fee Estimate: Phase 2	\$ 98,455	

Fee Estimate: Phase 1 and 2 Combined **\$ 182,910**