

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND CSG CONSULTANTS, INC. FOR FAIR OAKS AVENUE BIKEWAY –
PHASE 2 PROJECT**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CSG CONSULTANTS, INC. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Fair Oaks Avenue Bikeway – Phase 2 Project; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Michael Fisher to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1".

4. Allowable Cost and Payments

The method of payment for this Agreement will be based on the actual cost plus fixed fee contract type as defined in Chapter 10 of the California Department of Transportation Local Assistance Procedures Manual. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the attached CONSULTANT's Compensation Schedule (Exhibit "B"), unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead set forth in the Compensation Schedule. In the event that CITY determines that a change to the work from that specified in the Scope of Work (Exhibit "A") and Agreement is required, the contract time and/or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in this section shall not be exceeded, unless authorized by contract amendment.

In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee (profit) of 10% as set forth in Exhibit "B-1". The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.

Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Fifty Four Thousand Seven Hundred Three and No/100 Dollars (\$254,703), inclusive of the fixed fee (profit) enumerated in Exhibit "B", unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

Reimbursement for transportation and subsistence costs shall not exceed the costs in the attached Compensation Schedule. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

If milestone cost estimates are included in the Compensation Schedule, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from CITY before exceeding such cost estimate.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items as required, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with Section 24.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final

invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Jennifer Ng, Assistant Director of Public Works/City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: CSG CONSULTANTS, INC.
Attn: Michael Fisher
3150 Almaden Expressway #255
San Jose, CA 95118

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST: CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM: CSG CONSULTANTS, INC. ("CONSULTANT")

City Attorney

By _____

Name/Title

By _____

Name/Title

Exhibit A **Detailed Scope of Work**

PROJECT UNDERSTANDING

Fair Oaks is an important north south arterial, for vehicles, pedestrians, and bikes, and as such the City of Sunnyvale (City) is looking for a cost-effective solution to provide an improved bikeway corridor. The City is continuing the expansion of its bikeway network and building on the momentum started with the Fair Oaks Bikeway Phase 1 project. For Phase 2, the Project will connect the constructed portion of Phase 1, with the unbuilt portion of Phase 1 (coordinating with City's consultant for Phase 1 – the unbuilt portion) and extend this corridor north to the Tasman light rail corridor and all the way to Route 237. The finished product will be a bikeway from Route 237 all the way south to Old San Francisco Road, with lateral cross connections at key east west corridors such as Java, Tasman, Maude, Central, Evelyn and Old San Francisco Road. As the design consultant for Phase 1, CSG is a perfect fit to ensure continuity between the different phases of the projects.

For Phase 1, CSG was committed in finding the best solutions and bringing them to the City and public for review and vetting, refinement and finally construction. We understand the Phase 2 Project budget, \$990,000 will require creative solutions in order to meet all stakeholders' expectations. Some key points include:

- Minimize improvements within Caltrans right of way to be signing and striping only;
- Improve ADA ramps at intersections;
- Hold the current face of curb to face of curb dimensions (shown here in Exhibit A);
- Keep sidewalk, curb, and gutter improvements to a minimum (only when necessary);
- Keep traffic signal improvements to a minimum (optional services);
- Bikeway improvements to consider include green bike lanes, class II bikeway (bike lanes), and class III bikeways (sharrows);
- Early coordination with stakeholders, with focus on communicating Project benefits and early buy-in;
- Proactively engaging community involvement

CSG has thoroughly reviewed the RFP and performed a field investigation and agrees with the scope of consultant services identified by the City. To clarify and organize the scope into separate tasks, we've summarized CSG's approach below. CSG is committed to completing the Project in 10 months by getting early buy-in from Caltrans and the public.

CSG brings a unique blend of skills and experience to deliver this Project with a well-rounded approach that will bring problem solving skills to key Project issues including:

1. ADA ramps	4. Accurate cost estimates
2. Public Outreach	5. Permitting / VTA coordination (Bus/light rail)
3. Impacts to intersections / signals	6. Caltrans Strategy

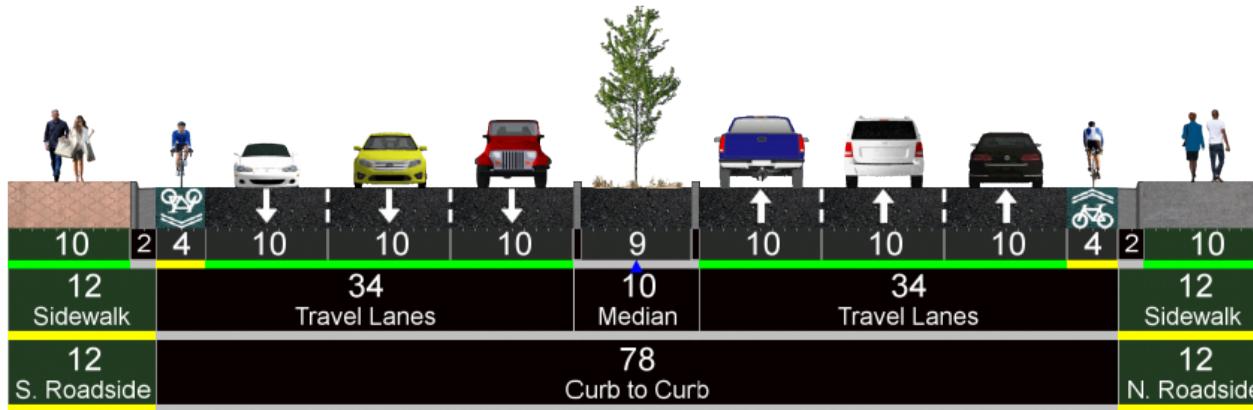
Factors to be considered for the design of Phase 2 include:

- The same economic drivers that deliver growth to the north Sunnyvale region;
- The Sunnyvale Bicycle Plan;
- General City goals of bike connectivity;
- Heavily used north/south vehicle commute corridor;
- Bus route.

At the same time, there are new factors to consider:

- Changes in Sunnyvale council and management;
- A new Countywide Bicycle Plan;
- Changes in the Fair Oaks corridor neighborhood character north of Route 101;
- More commercial buildings, less single-family homes.

The goal will be a continuous and safe bikeway, one potential solution shown here:



1. ADA Ramps

CSG has a history of working with municipalities in upgrading their assets to comply with ADA requirements and guidelines. It is important that the City selects a team with strong ADA compliance credentials. Upon an award of contract, CSG will schedule a Kick Off meeting with the City to clearly identify and prioritize recommended ADA improvements, and mutually agree upon standards, guidelines, and expectations. Below are some of the ADA elements that CSG applies to projects:

• **Curb Ramp Design:**

- Existing and new curb ramps will be reviewed for compliance with Caltrans Standard Plan RSP A88A and RSP A88B and the Americans with Disabilities Act (ADA).
- Existing curb ramp slopes should not exceed 2.00%, 8.33%, or 10.00% based on the section of the ramp and type of ramp chosen in the design.
- Proposed curb ramp slopes should not exceed 1.50%, 7.50%, or 9.00% based on the section of the ramp and type of ramp chosen in the design.
- The minimum required width of ramp sections is 50-inches. However, some curb ramp designs (e.g. Case "C" ramp types) require 60-inch wide ramp sections.
- The clear distance to obstructions should be 36 inches minimum.
- Street cross slopes and longitudinal slope will be reviewed along the pedestrian path of travel between curb ramps.
- Cross slope of the pavement should not exceed 2% within crosswalks for at least 4 feet in width. Running slopes of crosswalks should not exceed 5%.
- Reconstruct valley gutter, if needed. Adjust the path of travel alignment to avoid pedestrian travel within the flow area of the valley gutter.

- **Detectable Warning Surface Requirements:**
 - Detectable warning surfaces are required at areas of transition between pedestrian and vehicle traffic. The detectable warning surfaces should be dimensioned and constructed as shown in the Caltrans Standard Plans RSP A88A and RSP A88B.
 - Detectable warning surfaces are required to have a color that contrasts with the surrounding surface. Most agencies choose the color yellow, but yellow is not a requirement.
 - Cast-in-place and surface-mounted detectable warning surfaces are available. If an existing curb ramp is compliant except for the absence of a detectable warning surface, it is more cost-effective to use a surface-mounted detectable warning surface.

The following table shows a list of expected ADA ramp upgrades to be included in the Project:

FAIR OAKS AVENUE BIKEWAY- PHASE 2 PROJECT		
STREET NAME	INTERSECTION	ADA RAMP DESIGN (NON-COMPLIANT)
N. Fair Oaks Avenue	Ahwani Avenue	0
N. Fair Oaks Avenue	At Entrance into 101 Southbound	2 ⁽¹⁾⁽²⁾
N. Fair Oaks Avenue	At Exit from 101 Northbound	2 ⁽¹⁾⁽²⁾
N. Fair Oaks Avenue	E. Weddell Drive	1 ⁽²⁾
N. Fair Oaks Avenue	Tasman Drive	4
N. Fair Oaks Avenue	Fair Oaks Way	7
TOTAL:		11
⁽¹⁾ Assume no wheelchair ramps to be replaced in Caltrans ROW		
⁽²⁾ Not included – assumed to be replaced by developer		

2. Public Outreach

CSG will work with the City to provide outreach to all Project stakeholders, including the Sunnyvale community. CSG's project manager and staff have experience conducting community / public outreach for capital improvement projects they have managed. The efforts will consist of the following:

- Preparation of meeting exhibits;
- Assisting in public and stakeholder meetings to discuss proposed improvements;
- Presentations to various Committees and City Council Meetings;
- Notifications prior to construction;
- Providing access during construction to vehicles, cyclists, and pedestrians, with disruption minimized;

3. Impacts To Intersections

CSG has noted that the City has a combination of video detection and in pavement loop detection. This project will **not** install video detection, but there are several locations where traffic loops are visible from the pavement surface. CSG can implement a remove and replace approach with existing traffic loops.

4. Cost Estimating

Construction budget is a key factor in every project. An accurate cost estimate starting from the preliminary design can give the City flexibility to expand or narrow its scope, if necessary. Any new information that may affect budget will need to be carefully considered as to the impact on the overall budget prior to implementing. ***Because the City already has a construction budget of \$990,000 identified, it is important for CSG to provide alternatives that fit within the City's budget while balancing the goals listed above.*** CSG can assist with our large construction cost database and experience with recent and relevant bids. A key advantage for CSG is that we have in-house construction managers that review most projects for constructability and value engineering. In addition, CSG employs a deep bench of construction inspectors who can immediately give feedback on design and price of design adjustments.

5. Permitting

CSG fully realizes that there are potential permits that may be required for construction. Thus, coordination between these agencies and their requirements will require diligence. Acquiring an encroachment permit can be a lengthy process, as many agencies work at their own pace and are occasionally not time-sensitive to the City's timeline. It is important for CSG to confirm the limits/scope of the Project in order determine if and where permits are needed. If additional permits are needed, ***coordination with the appropriate agency will begin early in the design phase to allow time for reviews.*** A Caltrans encroachment permit has already been noted by CSG as a permit that will be required for construction. CSG's experience in acquiring encroachment permits in past projects will help with scheduling by factoring in the appropriate timeline of when to apply and what to provide in order to reduce resubmittals or revisions. Below is a table of listed encroachment permits that may be required and where those locations are.

AGENCY	TYPE OF PERMIT	LOCATION(S)
Caltrans	Encroachment Permit ⁽¹⁾	<ul style="list-style-type: none">Fair Oaks from Ahwanee to Rout 101 NB on/off ramps
Valley Transportation Authority (VTA)	VTA Permit	<ul style="list-style-type: none">Fair Oaks at Tasman Drive

⁽¹⁾ Caltrans permit needs to be kept simple to stay in budget. Assumed to be signing and striping only, as electrical work and PCC work could push Project out of budget.

6. Caltrans Coordination

The City has been awarded a One Bay Area (OBAG 2) grant by the City/County Association of Governments to complete Fair Oaks Avenue Bikeway Phase 2. For the City to receive federal funding, it will be required to submit the necessary forms and documents to Caltrans Local Assistance Division and obtain approval of its Request for Authorization to proceed with construction.

CSG has been involved in numerous federal projects and has developed both the expertise and reputation for successful project delivery. The federal aid support work CSG anticipates includes the mandatory Field Review and Preliminary Environmental Study (PES) forms, including coordination with Caltrans Local Assistance to obtain the needed environmental clearance (NEPA), preparation of the Request for Construction Authorization (E- 76) package and completion of the plans and specifications. PS&E packages will be prepared in accordance with the Local Assistance Procedures Manual and included the Request for Authorization to Proceed, data sheet, finance letter, NEPA Clearance, Field Review Form, Right-of-Way Certification, PS&E Certification along with completed PS&E packages and PS&E Checklists.

For typical client agencies, CSG also assisted in the calculation of the DBE contract goal, preparation of contract award package and final report of expenditures, and assistance with Caltrans Audits of Project.

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

CSG's in-house QA / QC Implementation Plan utilizes a peer review process with multi-level internal project checking. As highlighted in the organizational chart for this contract, **Hal Williams, PE** will be dedicated to the QA / QC Implementation Plan and will be responsible for the following:

- Establishing guidelines & assigning accountable personnel and responsibilities for each task.
- Assuring that all deliverables are reviewed, including products from subconsultants.
- Monitoring the process to assure that the schedule and budget are followed.
- Participating in the internal and external reviews.
- Reviewing and signing off on deliverables before submittal to the County.

All technical products, including technical engineering reports, studies, design notes, mapping, drawings, and engineering cost estimates are subject to a multi-tiered approach for review to ensure that all products are checked for accuracy, correctness, completeness and conformity with standards. The tiers will include routine checking and scheduled reviews by Project Manager and QA / QC staff. The QA / QC Manager will conduct periodic audits of the QA / QC review process to ensure that reviews are being properly conducted and documented by all team members. Each task we are selected for will receive formal QA / QC review at the various submittals, and reports will receive reviews at the draft and pre-final submittal stages.

Constructability Review

If given the opportunity and requested by the City, constructability reviews will allow CSG and the City to determine the biddability and the build-ability of the Project. CSG will provide the City with a review of all contract documents and permits. CSG will identify conflicts or any changes required in the contract language to meet the intent of the contract. The goal will be to construct the Project safely, on schedule and within budget. **Michael Ballard, PE** will perform the constructability review of this Project.

Project Work Plan & Approach

CSG has reviewed the RFP for the Project and agrees with the scope of work identified by the City. To clarify and organize the scope into separate tasks, we have summarized CSG's approach below. Each task identifies the related deliverables which will be reviewed by a QA/QC engineer for completeness, paying attention to see that all bid items are properly defined, and cover all significant cost elements and major items of work. The staff members identified in the organization chart will be assigned to specific tasks, outlined below, according to their strengths and experience to increase task completion efficiency and coordination. The proposed schedule is provided at the end of this section. The scope of services for this Project shall consist of the following major tasks, as described in more detail below:

- **Task A – Project Management**
- **Task B – Public Outreach**
- **Task C – Data Collection & Environmental**
- **Task D – Design Development**
- **Task E – Bid Package**
- **Task F – Bidding Services**

- **Task G – Construction Support Services**

Task A – Project Management

Upon issuance of a Notice to Proceed, CSG will schedule a Kick-Off meeting with the City, stakeholders and relevant utility companies to clearly identify and discuss the Project objectives, scope, schedule, and budget. At this meeting, points of contact will be established; schedules reviewed; standards and guidelines identified; and expectations communicated. CSG will continue to set up and manage the Project, attend design team meetings, and provide continuous coordination. CSG will perform quality assurance and quality control prior to each milestone submittal and in conformance to City's Standards. Throughout the entire Project, CSG's Project Manager will act as the single point of contact to coordinate the Project with the City.

Encroachment Permits

It is anticipated that the project will require permits for work in Caltrans and VTA right of way. Permit work includes:

- 1) Signing and striping only in Caltrans right of way
- 2) Signing and striping only in VTA right of way

CSG will coordinate and send in applications to the various agencies shown above.

Caltrans Field Review

CSG will prepare field review forms in accordance with Caltrans procedures, coordinate and attend a Project field review meeting. The field review form will document the results and decisions of the field review and other initial Project research. It also provides data necessary to prepare the Request for Authorization and the Program Supplement Agreement.

Caltrans Preliminary Environmental Study (PES) and Field Review

Because the Project will utilize federal grant funds, compliance with NEPA and related federal statutes will be required. The CSG team will undertake the required studies, following the Caltrans Office of Local Assistance procedures and utilizing the formats on the Caltrans Standard Environmental Reference (SER) website.

CSG will also work with the City and Project team to develop a Project description for submittal to Caltrans. DJP&A will prepare the Caltrans' Preliminary Environmental Study (PES) form and attend one formal Caltrans Field Review for the Project. The PES form will include a visual impact assessment, USFWS list of federally listed species, Federal Emergency Management Agency (FEMA) floodplain map, and hazardous materials database mapping.

E76 Request for Authorization to Proceed with Construction

Once the environmental clearance is provided and the Right of Way Certification is approved, CSG will complete the following tasks and prepare the following documents for the Project sponsor to submit their "E76 Request for Authorization to Proceed with Construction." The forms will be reviewed and coordinated with the Project sponsor for accuracy prior to submittal to Caltrans Local Assistance. The deliverables for this subtask include:

- LAPM Exhibit 3-D Request for Authorization to Proceed
- LAPM Exhibit 3-E Request for Authorization to Proceed Data Sheet
- LAPM Exhibit 3-O Finance Letter
- LAPM Exhibit 12-A Preliminary Cost Estimate

- LAPM Exhibit 12-C PS&E Certification
- LAPM Exhibit 12-D PS&E Checklist
- LAPM Exhibit 15-A Local Agency Construction Contract Administration
- FTIP Reference Sheet
- Project-Specific DBE Research and Calculation
- Implementation of Federal requirements into specifications, as outlined in LAPM Exhibit 12-D
- Copy of Project PS&E package for E76 Caltrans submittal

Services under this task may include the following:

- *Kick-off Meeting coordination and attendance*
- *File Setup and Maintenance, Management, and Sharing*
- *Quality Assurance and Quality Control reviews prior to making milestone submittals to City*
- *Schedule updates using Microsoft Project*
- *Field Review forms*
- *Monthly invoices*

Task Deliverables:

- *QA/QC Reviews, Schedule Updates, Caltrans Field Review Forms, Invoices, Meeting Minutes*

Task B – Public Outreach

CSG will prepare materials and assist the City in leading one public outreach meeting to present the proposed improvements to the community. These proposed improvements shall follow the same concept of Fair Oaks Phase 1 project which Council has already approved.

CSG has assumed that the following public-outreach-related meetings will be required, as outlined in the RFP:

1. One Public Meeting

Task Deliverables:

- PowerPoint presentation
- Display boards
- Meeting minutes following each outreach meeting

Task C –Data Collection & Environmental

CSG will identify and collect existing base maps, right-of-way information, record drawings, utility information, assessor and subdivision maps, survey notes, sample plans and specifications from the City and other agencies. Review and determine the extent of any extraordinary maintenance or reconstruction that may be needed. Conduct site reconnaissance of the Project site and perform visual assessment of existing site condition and evaluate Project impacts to existing roadway and utility improvements and confirm the Project scope and approach with City staff.

Field Investigation

The City will provide aerial mapping which will be used as the base mapping for the Project. Field reconnaissance efforts will be provided to investigate specific locations. If necessary, street and lane widths will be determined based on field measurements taken at representative

cross sections to supplement available existing high-resolution orthorectified imagery. Existing utility cover locations and types will be field verified to assist in Utility Certification efforts.

Visual field assessment of existing site conditions will include the following:

As a first order of work upon Notice to Proceed, CSG will conduct a visual condition survey to evaluate the existing pavement condition of the bicycle traveled way through the Project area. The visual condition survey will consist of photographs of the site to document the current condition of the site, and recommendations based on the visual assessment. Some assumptions would be made about the existing structural section thickness and R-values to develop design recommendations.

There are sporadic pavement patches on Fair Oaks Avenue from past utility repairs, which do not appear to affect rideability. Based on this preliminary field reconnaissance, it is anticipated that major pavement rehabilitation efforts (e.g. full-depth reclamation or full reconstruction) will not be necessary.

Topographic Survey

Surveying will be provided for ADA upgrades, and as needed based on the final pavement rehabilitation method recommended. This scope will be further identified after the pavement report is finalized.

NEPA Environmental Technical Memos and Studies

Based on our recent experience working on Caltrans Local Assistance Projects in the greater Bay Area, we believe Caltrans will require the preparation of the following technical memos for the bikeway project, which would be prepared by CSG's subconsultant DJP&A:

- Air Quality (MTC PM2.5 exemption email)
- Water Quality (Construction BMPs)
- Noise (Conformance with City Ordinance, limit night work)
- Traffic Control Plan (Proposed detours)
- Equipment Staging during Construction (Staging location details)
- Hazardous Waste (Lead Paint Compliance/Thermoplastic Striping)

The traffic control and equipment staging memos will be based on information provided by the Project Team. The memos will be prepared based on Caltrans' SER and submitted to the City for their review. DJP&A will revise the memos once and submit them back to the City for submittal to Caltrans.

Based upon review comments by Caltrans, DJP&A, with concurrence from the City, will revise the memos once for resubmittal to Caltrans. After the memos are deemed complete by Caltrans, they will issue the NEPA Categorical Exclusion (CE) for use by the City in obtaining federal funding. We believe that the Project will qualify as a Categorical Exclusion under NEPA (23 CFR 771.117; (c) (3): Construction of bicycle and pedestrian lanes, paths, and facilities).

CEQA Environmental Clearance

Given the nature of the improvements proposed, we believe the Project falls under a Class 1 Categorical Exemption under CEQA. The Class 1 exemption as identified in CEQA Section 15301, Existing Facilities (c), includes "Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities ..." DJP&A will prepare the Project Notice of Exemption (NOE) and submit the NOE to City staff for one round of review. Upon Project

approval, DJP&A will file the NOE at the Santa Clara County Clerk's office and pay the \$50 filing fee on behalf of the City.

Assumptions

This scope is based upon the following assumptions:

- Project involves minor improvements within the public right-of-way.
- The NEPA and CEQA process will be limited to the evaluation of one build alternative.
- The Project will not impact any threatened or endangered plant or animal species, or habitat utilized by such species.
- No trees will be removed due to the Project, but trimming may be required.
- Project will qualify as a screened undertaking by Caltrans and no cultural resources analysis will be required.
- All of the above-described technical memos to be prepared under NEPA will serve as the technical reports to be used to support the CEQA CE.
- CSG will provide a construction plan for DJP&A to prepare traffic tech memo.
- CSG will fill out the MTC air quality conformity questionnaire and submit to MTC Air Quality Conformity Task Force. This scope assumes the Project will NOT be found to be a project of air quality concern and no PM2.5 hot-spot analysis will be required. If needed, the PM2.5 hot spot analysis can be added to this scope as an additional task on a time and materials basis.
- CSG will provide information on proposed stormwater quality control measures/BMPs, for DJP&A to prepare stormwater quality memo.
- CSG will provide information on construction staging, duration, equipment uses, etc.
- The Project will be eligible for a CE under the NEPA.
- The Project will be eligible for a Categorical Exemption (CE) under CEQA.
- All construction staging will occur on paved surfaces within City right-of-way.
- The City will be the Lead Agency under CEQA.
- Work in Caltrans right of way may include signing and striping.
- No Civil work is included within Caltrans right of way.

Task D – Design Development

CSG will prepare base maps and preliminary design exhibits that will be used for initial coordination efforts with City/stakeholders to identify any potential alternative methods, and assure no major changes or “surprises” occur late in the design process. The purpose of this submittal is to gain conceptual approval of the design by the City.

CSG will prepare concept exhibits as well as a brief summary of advantages and disadvantages, and a budgetary construction cost estimate, for each option. These concept exhibits will be submitted for internal review by the City prior to finalizing the three concepts for the first public meeting.

Task Deliverables:

- *Five (5) hard copies and an electronic PDF of the concept exhibits, summary, and budgetary cost estimates*
- *Summarizing memorandum of public outreach finding from first public meeting*

30% Plans and Estimate

CSG will provide plans and an estimate of the selected option based on comments received from the City and from Project stakeholders at the first public meeting. It is anticipated that plans will be prepared at 1" = 40' scale, with two segments of approximately 1000 feet of roadway per plan sheet.

The 30% submittal plans are expected to consist of the following sheets:

PLAN DESCRIPTION	ESTIMATED NUMBER OF SHEETS
Title Sheet	1
Layouts (1" = 40' Scale)	4
Signing and Striping Plans (1" = 40' Scale)	4
TOTAL SHEETS	9

Task Deliverables:

- *Two (2) 24"x36" hard copies and three (3) half size hardcopies of the plans*
- *One (1) CD with digital copies of all documents in PDF and native format*
- *Cut sheets for equipment/appurtenances, as needed*
- *Documentation of outreach with utility owners with facilities to be adjusted to grade*
- *Project Schedule Update*
- *30% Construction Cost Estimate*
- *Table of Contents for Technical Specifications*

75% Plans, Specifications, and Estimate

CSG will provide plans and an estimate at the 75% level, revised per comments received from the City and Project stakeholders on the 30% Plans and Estimate. The plans will provide enough detail to construct the proposed improvements. It is anticipated that all major Project issues will be resolved prior this submittal stage, following the results of the two public meetings and City review periods.

CSG will also provide technical specifications/special provisions. The special provisions will be prepared in CSI format and in accordance with applicable City standards.

Task Deliverables:

- *Two (2) 24"x36" hard copies and four (4) half size hardcopies of the plans*
- *One (1) CD with digital copies of all documents in PDF and native format*
- *Technical Provisions/Specifications in CSI format*
- *Project Schedule Update*
- *75% Construction Cost Estimate*
- *Responses to City's comments on the 30% submittal and redlines*

100% Plans, Specifications, and Estimate

CSG will provide plans and an estimate at the 100% level, revised per comments received from the City on the 75% Submittal.

It is assumed that general provisions ("front end" boilerplate) will be provided by the City in Word document format for a similar type of project. CSG will tailor these general provisions for

the Project, incorporating any required specifications to conform to federal funding requirements.

In addition, 100% design documents and estimate for the portions of Phase 1 which were designed, but not constructed at the time of Phase 1 construction will be included with this submittal.

Task Deliverables:

- *Two (2) 24"x36" hard copies and four (4) half size hardcopies of the plans*
- *One (1) CD with digital copies of all documents in PDF and native format*
- *Technical Provisions/Specifications in CSI format*
- *Project Schedule Update*
- *100% Construction Cost Estimate*
- *Responses to City's comments on the 75% submittal and redlines*

Task E – Preparation of Bid Package

Bid Package

CSG will review comments from the 100% submittal and prepare a final, construction-ready set of documents, including plans, an estimate, and specifications. A quality control review will be performed before submittal to the City. This will represent the final submittal of the PS&E for approval by the City.

The final plans are expected to consist of the following sheets:

PLAN DESCRIPTION	ESTIMATED NUMBER OF SHEETS
Title Sheet	1
Typical Sections	2
Demolition Plans (1" = 40' Scale)	4
Layouts (1" = 40' Scale)	4
Signing and Striping Plans (1" = 40' Scale)	4
Construction Details	6
TOTAL SHEETS	21

Task Deliverables:

- *One (1) 24"x36" hard copy set of the plans, signed and stamped on each sheet*
- *One hard copy set of the specifications, printed single-sided*
- *One (1) CD with digital copies of all documents in PDF and native format*
- *Final Project Schedule Update*
- *Final Construction Cost Estimate*

Task F – Bidding Services

CSG shall assist the City during bidding to respond to contractors' questions and Requests for Information (RFIs), will support the City's efforts to inform plan holders of significant responses to RFIs, and will develop addenda, as needed. As requested in the RFP, communications with any proposers shall be directed through the City's Purchasing Officer.

Task G – Construction Support Services

CSG shall assist the City during construction and provide the following support services:

- Attend construction meetings.
- Participate in the final inspection and development of punch lists.
- Provide clarifications, as required, of construction documents and respond to Contractor's Requests for Information (RFIs).
- Review and approval of sample and material submittals specified in Contract Documents which impact the design.
- Review of any proposed substitutions for conformance to the Contract Documents.
- Responding to Construction Change Orders (CCOs) and review of Requests for Quotations, if needed.
- Preparation of Record Drawings based on redlines provided by the Contractor and field reviews.

Our staff is highly responsive to requests received during construction, and understands that timely responses are crucial in avoiding construction delays and claims.

CSG has assumed that the following construction-related meetings will be required, as outlined in the RFP:

- Internal Handoff Meeting between Design and Construction Team
- Pre-Construction Meeting
- Three (3) Construction Progress Meetings
- Final Walk Through
- "Lessons Learned Meeting", at the end of the Project

It is anticipated that coordination efforts with utility companies during construction to relocate or adjust their facilities will be performed by the Contractor.

Additional construction support may be provided as additional scope.

Task Deliverables:

- *Meeting Agenda for Internal Handoff Meeting*
- *Record Drawings in AutoCAD and PDF Format*

Task H – Optional Services

CSG shall assist the City with Optional Services only as directed and authorized as additional services:

- Traffic Signal Design
- Optional traffic signal design includes 4 locations with 1 of those being in Caltrans right of way
- No civil work is included within Caltrans right of way. This can be performed as additional services; however the fee amount would need to be determined at the time scope is identified.

Traffic Signal Design (Optional)

If requested as optional services, Traffic signal design will be performed by W-Trans. W-Trans has extensive experience in the City of Sunnyvale, including work on the Fair Oaks Avenue Bikeway Phase 1 Project. Traffic signal modifications may involve modifications to the existing

signals at intersections that have traffic signal pull boxes located within the new curb ramps, and it is determined necessary to relocate. It is not anticipated that new traffic signal poles will need to be constructed, but W-Trans will assess the existing traffic signal facilities to determine if new traffic signal poles are required.

For the purposes of this Project scope and fee, it is assumed that no traffic signal as-builts are available, and it will be necessary to perform field reconnaissance to verify, document, and map the existing signal equipment.

Work includes the preparation of up to four (4) individual traffic signal plans at the following intersections on Fair Oaks Avenue:

- Fair Oaks Avenue Fair Oaks Avenue/US-101 North ramps
- Fair Oaks Avenue/E. Weddell Drive
- Fair Oaks Avenue/Tasman Drive
- Fair Oaks Avenue/Fair Oaks Way-Kensington Place

Exhibit A-1
Project Schedule

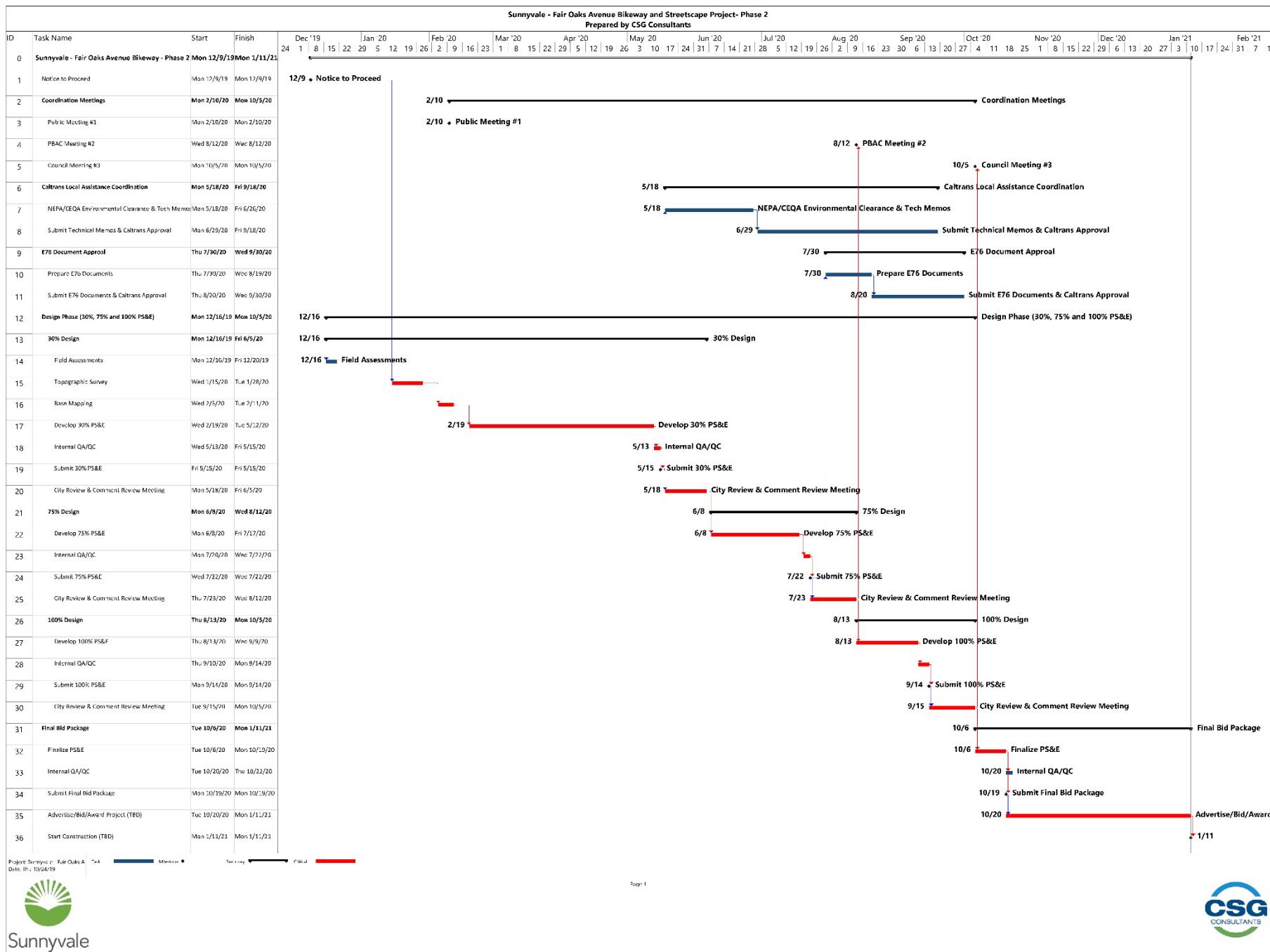


Exhibit B
Compensation Schedule

CITY OF SUNNYVALE - FAIR OAKS AVENUE BIKEWAY PHASE 2											
Task Description	Principal Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	Design Engineer	2 - Person Survey Crew	CSG Totals		Traffic Engineer W-Trans	Environmental	Totals
Category	\$220	\$190	\$165	\$145	\$135	\$320	Hours	Cost			Cost
Task A - Project Management											
Kick Off Meeting	3	3	3				9	\$1,725			\$1,725
Project and Stakeholder Coordination	8	43	24				75	\$13,890			\$13,890
Encroachment Permits (VTA & Caltrans)	4	4	16				24	\$4,280			\$4,280
Project Field Review w/ Caltrans & PES Form	4						4	\$880		\$7,875	\$8,755
E76 Request for Authorization & Coord	3	28	6	28			65	\$11,030			\$11,030
Subtotal - Task A	22	78	49	28	0	0	177	\$31,805	\$0	\$7,875	\$39,680
Task B - Outreach											
Public Meetings (1 Total)	10	10	4		24		48	\$8,000			\$8,000
Subtotal - Task B	10	10	4	0	24	0	48	\$8,000	\$0	\$0	\$8,000
Task C - Data Collection											
Field Reconnaissance	4	4	4	12			24	\$4,040			\$4,040
NEPA/CEQA Environmental Clearance & Tech Memos	2						2	\$440		\$14,942	\$15,382
Topo Survey for Ramp replacement			16	24		24	64	\$13,800			\$13,800
Pavement Visual Condition Survey	2	2	7	7			18	\$2,990			\$2,990
Utility Coordination	2	2	7	21			32	\$5,020			\$5,020
Subtotal - Task C	10	8	34	64	0	24	140	\$26,290	\$0	\$14,942	\$41,232
Task D - Design Development											
Base Map Preparation		4		24	40		68	\$9,640			\$9,640
Concept Exhibits	2	13	1	60	40		116	\$17,175			\$17,175
30% Plans and Estimate	4	7	7	35			53	\$8,440			\$8,440
75% Plans, Specs & Estimate	7		40	73			120	\$18,725			\$18,725
100% Plans, Specs & Estimate	7		19	59			85	\$13,230			\$13,230
Peer Review (QA/QC)		14					14	\$2,660			\$2,660
Design Progress Meetings	11	11					22	\$4,510			\$4,510
Subtotal - Task D	31	49	67	251	80	0	478	\$74,380	\$0		\$74,380

Task E - Bid Package											
Final Plans, Specs & Estimate	5	2	14	31			52	\$8,285		\$8,285	
Subtotal - Task E	5	2	14	31	0	0	52	\$8,285	\$0	\$8,285	
Task F - Bidding Services											
Bid Support Services	2	6					8	\$1,580		\$1,580	
Subtotal - Task F	2	6	0	0	0	0	8	\$1,580	\$0	\$1,580	
Task G - Construction Support Services											
Preconstruction & Progress meetings (up to 4)		8	7				15	\$2,675		\$2,675	
Construction Support	2	35	17				54	\$9,895		\$9,895	
Record Drawing preparation		3		6			9	\$1,440		\$1,440	
Subtotal - Task G	2	46	24	6	0	0	78	\$14,010	\$0	\$14,010	
Task H - Optional Services											
Traffic Signal Design (W-Trans) (4 signal locations)							0	\$0	\$67,536		\$67,536
Subtotal - Task H	0	0	0	0	0	0	0	\$0	\$67,536		\$67,536
Total Tasks (optional tasks not included)	82	199	192	380	104	24	981	\$164,350	\$0	\$22,817	\$187,167
TOTAL FEE / BUDGET										\$187,167	

EXHIBIT C INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

Professional Liability Insurance in the minimum amount of \$2,000,000 per occurrence.

If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.

Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence

MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants

Builder's Risk / Course of Construction Insurance in the minimum amount of \$____.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought,

except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

Exhibit “D”

Federal Forms

Attachment C Labor Compliance

Contractor Registration with the State of California – Contractors, and all applicable subcontractors which are required to pay prevailing wages, must be registered with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, pot holing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Registration must remain current throughout the project entirety. It is the contractor's responsibility to not allow their PWC Registration to lapse during the project and to ensure all Subcontractor's registrations remain current. The Labor Commissioner can assess penalties to public works contractors of up to \$10,000, in addition to the registration fee, for failure to register. Awarding agencies are also subject to penalties of \$100 a day, up to a maximum of \$10,000, for having an unregistered contractor perform work on a public works project. If any penalties are issued to the City for unregistered subcontractors or for a lapse in a contractor/subcontractor's PWC Registration, these penalties will be passed onto the contractor. **A contractor that allows an unregistered subcontractor to work on the project is also subject to penalties of \$100 a day up to \$10,000.** Contractors shall list all applicable PWC registration numbers on the Bid Form.

Hours of Work – Pursuant to Labor Code, Section 1810, eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code. Such forfeiture amounts may be deducted from the contract sum.

Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the project, which record shall be kept open at all reasonable hours to the inspection of the City, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

Wage Rates – Pursuant to Sections 1770, 1771 and 1774 of the Labor Code of the State of California, or any applicable local law, contractors shall not pay less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. The City has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. The City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against the City.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify the City who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Prevailing Wage – As identified in the Notice to Bidders, the work contemplated by this agreement is a public work subject to prevailing wages under California Labor Code, Sections 1720 et. seq. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. A schedule of the most recent general prevailing per diem wage rates made available to the City will be on file at the City's principal facility office and will be made available to any interested party upon request. This prevailing wage rate schedule is provided by the City for Bidder's information only and is not guaranteed by the City to be current. Contractor is obligated to verify all appropriate prevailing wage rates and pay those rates as required. By this reference the verified current schedule of prevailing wage rates is made part of the Contract Documents. Contractor shall pay not less than the prevailing per diem wage rates, as specified in the schedule and any amendments thereto, to all workers employed by contractor in the execution of the work. Contractor shall cause all subcontracts to include the provision that all subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by such subcontractors in the execution of the work.

Contractor shall forfeit to the City, as a penalty, no more than two hundred dollars (\$200.00) for each calendar day or portion thereof for each worker that is paid less than the specified prevailing per diem wage rates for the work or craft in which the worker is employed for any portion of the work done by contractor or any subcontractor in violation of the provisions of the Labor Code, and in particular Sections 1770 to 1781 thereof, inclusive. Such forfeiture amounts may be deducted from the contract sum. Contractor shall also pay to any worker who was paid less than the specified prevailing per diem wage rate for the work or craft for which the worker was employed for any portion of the work, for each calendar day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

The City will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rates set forth in the Agreement, including payment in excess of the prevailing wage for extra work paid by force account. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the contractor's bid and will not, under any circumstances be considered as the basis of a claim against the City under the Agreement.

Certified Payroll Records – Pursuant to Labor Code, Sections 1776 et. Seq., contractor and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the work. All payroll records shall be certified as being true and correct by contractor or subcontractors keeping such records; and the payroll records shall be provided to the City no later than three weeks after closing of payroll for City-funded projects, and no later than one week for federal aid projects. The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code section 1776 (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Certified payroll records shall be made available at reasonable hours at the contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code section 1776. Certified payroll shall also be made available for inspection upon request by the State of California Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPtracker. Contractor shall cause all subcontracts to include the

provision that all subcontractors submit certified payrolls and labor compliance documentation electronically via LCPtracker. Electronic submission will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor user will be given a Log-On identification and password to access the City's reporting system. Access will be coordinated by a City representative.

Apprentice Program – Attention is directed to State of California Labor Code, Sections 3095, 1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, Section 200, and the applicable Sections that follow. Responsibility for compliance with these requirements lies with the contractor. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, contractor or subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of the work. In the event contractor willfully fails to comply with this section, it will be considered in violation of the requirements of the Contract.

Contractor and all of its subcontractors shall abide by the provisions of California Labor Code Section 1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code Section 3095 which declares the unlawful discrimination in any recruitment or apprenticeship program on stated grounds. City shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor code, Division 2, Part 7, Chapter 1, commencing with Section 1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.

Attachment E
LAPM Exhibit 10-I Notice to Proposers DBE Information

**Attachment F
Required Federal Forms**

LAPM Exhibit 10-O1 Consultant Proposal DBE Commitment

LAPM Exhibit 10-H1 Cost Proposal Example

LAPM Exhibit 10-H4 Cost Proposal Example with Prevailing Wages

LAPM Exhibit 10-K Certification of Contract Costs and Financial Management System

LAPM Exhibit 10-Q Disclosure of Lobbying Activities

LAPM Exhibit 10-U Consultant in Management Support Role Conflict of Interest and Confidentiality

LAPM Exhibit 15-H DBE Information – Good Faith Efforts