

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF  
SUNNYVALE AND MCK AMERICAS INC. FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR CLEANWATER CENTER**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and MCK AMERICAS INC. ("CONSULTANT"), a California corporation.

WHEREAS, CITY is in need of professional services in relation to construction management services for its Cleanwater Center; and

WHEREAS, CITY advertised a Request for Proposals (RFP) F25-258 on March 13, 2025 for Construction Management Services for the Cleanwater Center; and

WHEREAS, CONSULTANT submitted a proposal on April 24, 2025; and

WHEREAS, in reliance upon CONSULTANT's representations regarding its qualifications, CITY finds that CONSULTANT possesses the skill and expertise to provide the required services;

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, including all associated attachments, are attached hereto and incorporated herein by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be one from the execution date until project completion as outlined in Exhibit A-1, unless otherwise terminated in accordance with Section 17 below. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A" and in a timely manner as outlined in Exhibit "A-1". Extensions of the term of the Agreement may be granted by the City Manager as an amendment in accordance with Section 18 below.

3. Duties of CITY

CITY shall supply to CONSULTANT any documents or information available to CITY and required by CONSULTANT for performance of the services. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". 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 for the required scope of work exceed the sum of Five Million One Hundred Fifty Thousand Seven Hundred Ninety-Five and 85/100 Dollars (\$5,150,795.85), and compensation payable under this Agreement for optional services, defined below, shall not exceed the sum of One Million Two Hundred Eighty-Five Thousand and No/100 (\$1,285,000.00), unless upon written modification of this Agreement in accordance with Section 18 below. In no event shall the total amount of compensation payable under this Agreement exceed the sum of Six Million Four Hundred Thirty-Five Thousand Seven Hundred Ninety-five and 85/100 Dollars (\$6,435,795.85) for the duration of the Agreement.

Optional services, if any, shall be authorized by the City's project manager, in accordance with and subject to the provisions of this Section 4, Compensation, and Exhibit "B". CONSULTANT

shall not receive any compensation for optional services performed without the prior written authorization of CITY.

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov). Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Wage Rates

CONSULTANT shall comply with the City's the minimum wage set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

6. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

7. 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.

CONSULTANT'S duties and services under this Agreement shall not include preparing or assisting the CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

Pursuant to CITY's Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at [www.fppc.ca.gov](http://www.fppc.ca.gov). If applicable, to facilitate electronic submittal of Form 700, CONSULTANT shall send the following information to [cityclerk@sunnyvale.ca.gov](mailto:cityclerk@sunnyvale.ca.gov): 1) first and last name(s) of CONSULTANT's employee(s); 2) email address(es) of CONSULTANT's employee(s); 3) date when CONSULTANT's employee(s) will begin work under this contract; and 4) (if known) date when CONSULTANT's employee(s) will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If any of CONSULTANT's employee(s) is required to submit Form 700, and CITY does not receive CONSULTANT's Form 700, then CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

8. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

9. Compliance with Laws

- A. CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- B. CONSULTANT shall comply with all federal, state and CITY laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

10. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

11. Hold Harmless/Indemnification

To the fullest extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONSULTANT or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement.

12. Insurance

The City requires CONSULTANT to maintain insurance requirements on the City's electronic insurance verification system. CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" electronically for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

13. CITY Representative

Marlon Quiambao, Assistant City Engineer, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement

("CITY representative"). All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. CONSULTANT Representative

Brendan McDevitt, President, PE shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement ("CONSULTANT representative"). All requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

15. 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 sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. 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 business days after mailing.

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

To CONSULTANT: Brendan McDevitt, President, PE  
MCK Americas, Inc.  
150 Executive Park Blvd, Suite 2150  
San Francisco, CA 94134

16. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

17. Termination

- A. 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. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory 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.
- B. 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.

C. 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.

18. 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 in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

19. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

20. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

MCK AMERICAS INC.  
("CONSULTANT")

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

## **Exhibit A**

### **Scope of Work Cleanwater Center Construction Management — Project 8.3**

#### **I. General**

The City of Sunnyvale (City) is seeking proposals for construction management (CM) services for a new administrative, water quality laboratory, and maintenance building, called the Cleanwater Center (CWC) at the Donald M. Somers Water Pollution Control Plant (WPCP or Plant) as specified herein. The scope of work is divided into the following major task types:

- Preconstruction Phase Services
- Bid Phase Services
- Construction Phase Services

Background information on the Sunnyvale Cleanwater Program (Program) and a summary description of the core technical tasks are below. Section III contains a detailed description of the required scope of services for each task and subtask.

#### **II. Project Information**

##### **A. Description**

##### **1. Cleanwater Program Description**

The existing Donald M. Somers WPCP was originally built in 1956. With additions over the subsequent 15–20 years, it grew to a tertiary treatment facility with an average dry weather flow of 14 million gallons per day (MGD) and a permitted average dry weather flow of 29.5 MGD. An asset condition assessment conducted in 2006 identified several critical WPCP structures as ‘at-risk’ and in need of immediate rehabilitation. Based on this assessment, the City began implementing several rehabilitation projects and developed a long-term Strategic Infrastructure Plan (SIP) to serve as a road map for the physical improvements and process enhancements needed to maintain a high level of treatment and to meet current and expected regulatory requirements and stewardship objectives.

In 2016, the City adopted a Master Plan to guide improvements to the WPCP facilities and operations over the next 25 years. The Master Plan identified capital improvements to address challenges facing the WPCP and to support City policies. These challenges include aging infrastructure, changes in regulatory requirements, as well as increases in population, flows, and loads. The Master Plan identified capital improvement projects, estimated costs, and recommended approaches to achieve the planning objectives.

Implementation of this Master Plan is accomplished through the ongoing Sunnyvale Cleanwater Program. The Program consists of five phases:

- Phase 1 – Primary Treatment and Plant Rehabilitation
- Phase 2 – Secondary Treatment Stage 1
- Phase 3 – Bioenergy Upgrades
- Phase 4 – Secondary Treatment Stage 2

## Phase 5 – Tertiary Treatment Upgrades

The WPCP currently has three projects in construction from Phase 1 and 2 (Projects 2.1.1 Plant Rehab, 2.2.1 Site Prep and Utility Relocation, and 2.2.2 Secondary Treatment). The construction of the CWC will be completed in conjunction with other critical Phase 1, 2 and 3 Program projects at the WPCP (Projects 2.1.2 Perimeter Wall, 2.1.3 Pipeline Rehab, 2.2.2. Secondary Treatment, 9.1 Recycle Water Improvements, 9.2 Community Improvements, 9.4 Civil Site/Support Utility Improvements, 5.1 Cogeneration Upgrade, 0.6 Waste Gas Burner, 4.4 Digester No. 5, and 4.5 Food Waste Facility). As the existing WPCP must remain operational during construction work, construction sequencing and site layout coordination will be a critical component for a successful design and construction period.

### **2. Cleanwater Center Description**

The CWC will consist of an approximately 30,000 square foot, two-story building with a 20,000 square foot building footprint. The Cleanwater Center will be a new building to replace the functionality of the existing Administration Building, Laboratory & Control Building, Compliance Inspection Building, and Maintenance Building. The consolidation of multiple buildings into a single building will create a collaborative space for staff while still providing dedicated areas for each work group. The building will meet all current codes, regulations, Sunnyvale standards and design guidelines, and be designed to be at minimum Leadership in Energy and Environmental Design (LEED) Gold equivalent.

The control room in the Cleanwater Center will provide a central location for the WPCP's supervisory control and data acquisition (SCADA) and security systems (i.e., provide a space for the servers and workstations for both systems). The new laboratory will be a large, complex facility that represents a significant increase in lab areas, equipment spaces, storage, and staff areas. Design criteria include critical adjacencies for sample receiving, a compliance inspection laboratory, and dedicated vehicle parking for lab pick-up and delivery. The laboratory includes areas for wet chemistry, organics, metals lab, microbiology, separate dishwashing, glassware and chemical storage, pilot testing, and lab offices. Following commissioning of the new laboratory space, the City will pursue Environmental Laboratory Accreditation Program (CA ELAP) certification. New maintenance facilities include operations and maintenance group shops, warehouse storage, offices, and support space. New administrative spaces will provide standardized City workspaces, conference rooms, and an outreach room.

The site for the building is north of Carl Road between Plant gates B and C. The CWC site is currently occupied by the existing Administration Building and a portion of the existing Primary Sedimentation Tanks, which is currently being demolished (as part Project 2.2.2 Secondary Treatment project).

The 100-year flood protection for the main Plant site is also under design, and a portion of the proposed perimeter wall may be constructed as part of this project. The CWC will be located inside of this perimeter flood wall. Perimeter flood wall alignment and hydraulic gate locations will be coordinated with the design of the CWC and related site elements.

Additional project scope items include landscaping, stormwater measures, site and roadway improvements, site utility relocations, Stage 2 of the temporary facilities complex, and information technology (IT), SCADA, and networking improvements.

The CWC is being designed by MWA Architects (Designer). The design was put on hold and has recently been restarted. The Construction Management Consultant (CMC) is expected to be involved in the project for the development of the 90% design milestone. See **Figure A** for a drawing rendering of the Project 8.3 CWC from the previous drawing set.

## **B. Location**

The WPCP is located at 1444 Borregas Avenue, Sunnyvale, Santa Clara County, California.

The site lies in the Moffett Park neighborhood, directly south of South San Francisco Bay, in the northern part of the City of Sunnyvale. The site includes approximately 16.5 acres within the main WPCP, and approximately 440 acres of oxidation ponds. The City's Sunnyvale Materials Recovery and Transfer (SMaRT) Station lies to the east. The City's closed municipal solid waste landfill borders the south and west of the site. The Sunnyvale West Channel forms the western boundary of the site.

## **III. Construction Management Services**

The City expects the CMC to be the responsible party for construction oversight and construction inspections of the Cleanwater Center construction process. The CMC will be responsible for, but not limited to, providing various services that include biddability reviews, constructability reviews, construction management, meeting coordination, commissioning coordination, construction schedule and budget controls, facilitating implementation of the contractor's site safety plan, records management, building, environmental and regulatory permit management, public outreach support, automation and control system integration support, multidiscipline inspections, materials testing coordination, and project closeout services. The CMC's role is to help the City achieve its goals for the construction project through the following:

- Management and support for the construction of a state-of-the-art CWC building that is energy efficient, safe, accessible, environmentally friendly, low maintenance, and cost-effective.
- Effective management of construction services to monitor cost, quality, and schedule during the construction phase and to advise the City regarding potential risks.
- Review of project plans and specifications and production of front-end specifications to minimize the City's exposure to delays, claims, and cost overruns.
- Provide qualified professionals to perform thorough reviews of project plans and specifications and during construction help coordinate and review construction documents and installation.
- Effective communication and decision making by the CMC in coordination between CMC, Designer, Contractor, Program Management Consultant (PMC), and City staff during construction.
- Utilization of the Program's Records Management System (Trimble).



- Planning, management, and controls of the overall construction budgets and schedule.
- Planning and management of regulatory, and environmental compliance items during construction.
- Public outreach and tours during construction.
- Coordination of commissioning services during design and construction.
- Coordination of the integration of automation and controls systems.
- Management of all third-party and special inspections, not related to Building Permit-related inspections, including hiring and managing a third-party testing and inspection agency from the City's approved list.
- Leading weekly progress meetings and preparing meeting minutes and action item logs for subsequent follow-up.
- Provide and manage all Quality Assurance and inspections, not related to Building Permit-inspections, throughout the construction process.
- Record Documents and Closeout of Project at the end of construction.

## **A. Preconstruction Period**

### **1. Project Design, Biddability, and Constructability Reviews**

The CMC will be responsible for reviewing plans, cost estimates, and specifications that are prepared in the 90% and 100% design packages. These reviews aim to confirm that the plans, cost estimates, and specifications are complete, biddable, and constructible, allow for adequate competition, and minimize risk to the City. The CMC will be responsible for producing its own cost estimates and reconciling cost estimates with the Designer's cost estimates.

The CMC will provide experienced staff with construction experience in various technical areas (civil, structural, mechanical, electrical, etc.) to provide comments and a thorough review of the documents to confirm systems are compatible and constructible. The review process will involve the following:

- Confirm that the project is complete, clear, coordinated among design disciplines, biddable, and constructible as designed.
- Provide suggestions to minimize construction costs and risk to the City.
- Review schedule of quantities to confirm that all the costs are covered in the plans and specifications.
- Verify that all testing and inspection requirements are included and are clearly presented in the specifications. All material testing requirements shall be clearly identified as well as Quality Control (QC) and Quality Assurance (QA) roles.
- Review the plans and specifications for construction sequencing, constraints, shutdowns, and maintenance of plant operations and confirm the construction documents are coordinated and effectively provide these plans and requirements.
- Confirm that the plans have effectively planned for necessary contractor ingress/egress, staging, laydown, storage, parking, and other site logistical issues.

- Review plans and specifications for project startup, testing, commissioning and training and confirm the construction documents effectively provide these plans and requirements.
- Confirm that all permit requirements are adequately addressed in the plans and specifications.
- Provide technical expertise and subject matter experts to advise the City on key construction decisions/systems during design and construction.
- Develop a site safety specification through coordination with the City, Program Manager, Master Construction Manager, Designer, and other construction managers so that the necessary provisions can be included in the contract documents.
- Provide detailed written review comments electronically to PMC.
- Coordinate and participate in design review meetings led by the Designer and with the City and PMC. Review all meeting minutes and confirm that CMC plan and specification comments have been adequately incorporated in the documents.
- Assist the City during the preparation of contractor pre-qualifications, upfront equipment procurement documents, and bidding processes, as necessary.
- Attend design coordination meetings with PG&E and review electrical plans, as necessary.
- Provide a staff member to coordinate and review SCADA design and network design.
- Provide independent cost estimates to verify Designer cost estimates. Coordinate with the Designer to reconcile cost differences, as necessary.

The Project Design, Biddability, and Constructability Reviews will generate recommendations for reducing issues in the plans and specifications that could potentially increase project cost, create changes during construction, or lead to a contractual dispute.

**Requirements:**

- Four (4) weeks are allotted for review of each design package/phase.
- CMC will participate in up to two (2) design review meetings (90% and 100%).
- CMC will be available for project coordination, communication, technical expertise, and ad-hoc meetings as necessary for construction decisions during design.
- The City will review the Contract Documents for code compliance.
- The PMC will conduct peer design technical reviews.
- The Designer will perform design quality plan checking.

**2. Forecast Schedule Reviews**

CMC will review and provide additional details if necessary to the forecast schedules prepared by the Designer. CMC will assess whether the construction duration (Contract Period) is reasonable and whether milestones should be incorporated into the construction contract. CMC will also provide recommendations for allowable weather days, as well liquidated damages beyond Substantial Completion or other milestones.

### **3. Site Safety Plan**

CMC will meet and coordinate with the City, design team, other CMCs, and PMC to review requirements for development of the Site Safety Plan specification. CMC will develop the Site Safety Plan specification that will be included in the Contract Documents. The Site Safety Plan specification is anticipated to summarize and familiarize the Contractor with the existing Site Safety Plan/Requirements and to define safety requirements that the Contractor must implement, including site access for all personnel entering the site through the duration of construction. This specification and contractor's Safety Plan will also define safety-related interfaces between Contractors and the plant operations. The specification is not to be a detailed Cal/OSHA-level safety plan.

### **4. Front End Specifications**

CMC will update and tailor the front-end specifications using the base documents provided by the City. The Designer will complete the general formatting of the documents (margins, headers, footers, page numbers, etc.) and manage the updates/revisions to be consistent with the overall project requirements for each submittal package. CMC will lead check-in meetings with the City and provide meeting notes for the development of the front-end specifications.

#### **Assumptions:**

- Check-in meetings to occur weekly.

## **B. Bidding Period**

### **1. Bidding Services**

The CMC bidding phase services will include the following:

- Attend the pre-bid meeting.
- Assist with reviewing the addenda, prior to issuance, as requested by the City.
- Assist the City with evaluating and reviewing bid proposals for completeness, alternate prices and unit prices (if applicable), and determining the lowest, responsive, responsible bidder.
- Assist the City with reviewing the Contractor's bonds and evidence of insurance and coordinating resolution of comments and/or non-compliance with the Contractor, if requested by the City.

#### **Requirements:**

- The City will manage the advertisement and issuance of the bid packages and will manage the distribution of bid documents to plan holders, as well as maintain the plan holders list.
- The City will facilitate the pre-bid meeting.
- The City and Designer will field the questions from bidders and issue the addenda.
- The City will prepare the Notice to Proceed.

## **C. Construction Period**

### **1. General Construction Management and Administration**

The CMC shall provide all Construction Management (CM) services on the project. General responsibilities for CM and administration shall include the following:

- Act as the project coordinator and the point of contact for all communications with the Contractor. Coordinate the activities of the City, Designer, PMC, other CM/Contractors, and Contractor.
- Manage correspondence to and from the Contractor and address all Contractor inquiries. The Designer will be responsible for providing any design input.
- Facilitate timely decision making through coordination with City staff, PMC, other CM, and Designer during construction.
- Monitor the Contractor's compliance with the Contract Documents and address corrective measures with the Contractor when deviations are observed or identified. Notify the City if the Contractor does not appropriately address such corrective measures.
- Develop and maintain an action item log for the construction project so that all actions are completed on time and are documented.
- Coordinate and compile LEED documentation. The building will be LEED Gold equivalent-eligible; however, the City will not seek LEED certification.
- Help coordinate and compile Environmental Laboratory Accreditation Program (ELAP) documentation and support City in the application for ELAP certification.
- Coordinate PG&E and Utility Agency related items with Contractor, Designer, other CMC, and City. Submit applications on behalf of City.
- Develop and implement a dispute resolution strategy that supports the City in responding to claims through: risk assessment to implement a claims avoidance approach, active participation in formal partnering, claims analysis, support of issue and claim resolution, and as the CMC, assume the major role in the facilitation, coordination, and communication of on-site activities between parties, including but not limited to: the General Contractor, Designer, City operations and maintenance staff, utilities, and other on-site construction managers/general contractors.

Dispute resolution services using third parties or special processes (e.g. Mediation, Arbitration, Mini-Trials, Dispute Consultants) are not included in this Scope of Work. If such non-routine dispute resolution services are required, a change order would be authorized.

### **2. Construction Meetings**

CMC will participate in meetings as outlined below:

- **Internal Handoff Meeting:** Attend an internal handoff meeting from the Designer to the CMC
- **Preconstruction Conference:** Prepare the agenda and facilitate the meeting, address administrative and non-design issues, and prepare record of discussions.

- **Partnering Workshop:** Participate in partnering workshops.
- **Progress Meetings:** Lead progress meetings, including preparing and distributing agendas and review logs and preparing and issuing the record of discussions.
- **CM Coordination Meetings:** Meet with other CMC on other construction projects to coordinate construction activities at the WPCP.
- **Lessons Learned Meeting:** Participate in a “Lessons Learned Meeting” with the City, Designer, and PMC at the end of the project.

#### **Requirements:**

- Partnering workshops will occur quarterly.
- Progress meetings will occur weekly
- CM coordination meetings will occur weekly.

### **3. Record Management**

The CMC shall be responsible for maintaining a construction records management system and utilizing Trimble project management software. The CMC will be responsible for utilizing the Trimble system during all aspects of the project. This includes managing, coordinating, logging, tracking, and sharing of all construction documents. All correspondence for the project, including pertinent emails, shall be stored in the records management system. Trimble software licenses will be provided to the CMC for the duration of the project. City will provide one training session prior to start of design and again prior to start of construction to familiarize CMC with the software.

At the closeout of construction, all systems and documentation will be transferred to the City. At a minimum, record management responsibilities shall include.

- Developing and maintaining a detailed electronic construction records management system. A skeleton electronic records management system will be provided through the system. Review and coordinate the detailed electronic construction records management system before construction begins.
- Retention of electronic copies of all project construction correspondence, submittals, contracts, change orders, invoices, and other project records.
- Responsibility for the collection, scanning and distribution of all construction related documents.

### **4. Submittal, Clarification, and Change Management**

CMC will implement and coordinate processing of submittals, clarification documents, and change documents. Responsibilities will include the following:

- Implement and coordinate submittal and Request for Information (RFI) processing, including receiving submittals from the Contractor and checking for general conformity with the Contract requirements prior to forwarding to the Designer. If obvious deficiencies are apparent, CMC will return the submittal/RFI back to the Contractor for correction.

- Prior to transmitting responses back to the Contractor, review Designer comments and responses to determine if additional follow-up with the Contractor is warranted and to identify prospective scope changes.
- Maintain a log and tracking system (using Trimble) for submittals/RFIs and track the status of submittal/RFI review with the Designer and the status of shop drawing resubmittals with the Contractor.
- Provide responses to non-design related, administrative, coordination and general RFIs (all other RFIs will be sent to the Designer).
- Identify design issues that require Design Clarifications by the Designer and track all Design Clarifications. If the Design Clarification materially affects the design, CMC will review with the City and/or the Designer, as necessary, to verify that the change is required. If the change is required, CMC will issue a change request to the Contractor. Otherwise, CMC will prepare a Clarification Letter for transmittal to the Contractor of the Designer's Design Clarification and other clarifications.
- Review any RFI responses or Design Clarifications that materially affect the design with the City and/or the Designer, as necessary, to verify whether change is required. If the change is required, CMC will issue a change request to the Contractor.
- Implement and coordinate the City's system for tracking and processing change orders, potential change orders, and other change related correspondence from the Contractor. The Designer will prepare design details for change requests.
- Verify the acceptability of the Contractor's cost proposal for each change request. On large cost proposal items greater than \$100,000, CMC will prepare detailed independent estimates. Designer input may be requested for specific equipment and material costs.
- Coordinate with the City and issue any necessary field orders in the event the Contractor encounters a time sensitive problem where time is not available to negotiate a settlement prior to performing the work. All work done under a field order will be completed on a time and material (T&M) basis. Field Orders will be approved by the City and accepted by the Contractor before work is initiated.
- Prepare change order pre-authorizations and justifications for City approval before finalizing all change order items. Once all items are negotiated or T&M work is completed, CMC will prepare a change order for execution by the City and Contractor.

## **5. Construction Schedule Oversight and Coordination**

The CMC will be responsible for reviewing, monitoring, and tracking the overall construction schedule. The CMC will make sure construction schedules are updated monthly (at a minimum), and in the event any milestones slip, CMC shall make sure the Contractor initiates action plans to make up the lost time. At a minimum, these tasks shall include:

- Review the Contractor's draft baseline schedule, provide written comments, and collaborate with the Contractor as needed in its development.
- Review, track, and monitor all construction schedules, and advise the City on all schedules submitted by the Contractor.

- Track all start and finish dates and perform CPM analysis as necessary to assess that progress represented on the schedule updates reflect actual progress in the field.
- Confirm project is constructed in a logical sequence to allow the WPCP to remain operational during construction.
- Advise the City of slippage or potential slippage of milestone dates. Identify potential conflicts or long lead-times and find timely cost-effective resolutions to conflicts when they become apparent and adjust/revise the schedule as necessary.
- Verify that the schedule includes the necessary timeframes for temporary or permanent shutdowns of facilities during construction.
- Confirm weather days allowed and used are properly included.
- Provide recommendations if schedules need adjustments/revisions.
- If requested by the City, provide more detailed ad-hoc analysis, e.g., variance & schedule comparison reports, ribbon analysis, what-if scenarios, and earned-value reporting.
- Provide high-level monthly schedule updates to the PMC. The PMC will be tasked with incorporating this project schedule into a Master Program Schedule.
- Provide high-level bulleted status updates to the PMC on a weekly basis. Status updates are compiled and distributed to core Program stakeholders.
- Provide periodic updates on risk mitigation activities owned by the CMC or Contractor, for PMC to incorporate into the Program risk register.

## **6. Financial Oversight**

The CMC shall be responsible for providing financial oversight for the construction phase of the project. CMC shall provide the following financial oversight services:

- Review and coordinate with input from the City and Designer to approve the initial cost breakdown (Schedule of Values-SOV) prepared by the Contractor and extracted from a cost-loaded schedule.
- Review and process all Contractor's invoices for payment using the SOV. Advise the City on the acceptability of all invoices and provide payment recommendations.
- Verify the quantity of stored materials and that they are stored in accordance with the Contract requirements.
- Collect, monitor, and review all certified weekly payroll reports supplied by the general contractor and subcontractors. Coordinate with the City in having certified payrolls reviewed to verify compliance with prevailing wage regulations.
- Verify invoices are in compliance with the appropriate Contract Documents and that payments are only made for services authorized and received by the City.
- Keep and maintain complete records of all construction expenses by the project throughout the project's life and submit them to the City at project acceptance. Track City financial obligations, project progress, and contingency levels throughout construction.
- Prepare the summary cover sheet for the progress payments that will be executed by the CMC, Contractor, and the City.

- Review and provide recommendations regarding the application for final payment, retention release, and project acceptance.

## 7. Inspection Services and Field Quality Control

CMC will be responsible for providing and managing special inspections and Quality Assurance including assuring that the project is constructed in accordance with the Contract Documents and any requirements referenced therein. Specifically, CMC will provide the following inspection and field quality control services:

- Provide field inspection/observation services to monitor compliance with the Contract Documents.
- Use Trimble to prepare a daily inspection report documenting field activities, field crews, Contractor equipment, and field problems.
- Maintain a Corrective Work Item List. The list will provide a current inventory of required corrections to aid in the timely completion of such items.
- Provide photographic and video documentation of the project prior to construction and throughout the project to monitor construction progress.
- Monitor the record documents monthly to determine if they are being maintained by the Contractor.
- Provide QA oversight of surveying activities by observing surveying work, checking Contractor survey control methods, and high-level spot checking of surveyed locations for critical structures and pipelines.
- Manage special and third-party testing and inspections, including hiring a third-party testing and inspection agency from the City's approved list, to cover all materials testing and special, civil, structural, and other discipline inspections not covered by the City's Building Department in relation to the Building Permit.
- Perform initial inspections prior to bringing out third-party inspection agency for inspection work.
- Coordinate all QC testing with the Contractor. The Contractor and its subcontractors shall be required to perform QC testing, and the CMC shall be responsible for providing QA oversight of testing by the Contractor. The CMC will be responsible for making sure that all test results are submitted by the Contractor and any failing testing result is adequately addressed and the necessary corrective measures taken by the Contractor.
- Oversee field testing, training, commissioning, and startup services as outlined under **Section III.C.12** below.
- Create full panoramic photos of each room before walls are put up to see electrical wiring, plumbing, etc. and use a real estate type software program to create a pre-drywall walkthrough of the building.
- Lead the final inspection for the project and coordinate with the City and Designer, as necessary, to provide input on final inspection items.
- Compile the punch list of outstanding deficiencies from all parties (e.g. City, Designer) and verify the completion of punch list work.
- Prepare the Substantial Completion Certificate for execution by the City and Contractor when Substantial Completion is reached as defined in the Contract Documents and Corrective Work Items are completed to the City's and CMC's satisfaction. Any outstanding Corrective Work Items will be moved to the punch list.



- Document and organize all QA oversight using Trimble.

**Requirements:**

- CMC will not be responsible for any inspections conducted by the City's Building Department in relation to the Building Permit.
- CMC will not be responsible for scheduling any material testing and specialty inspection services contracted by the Contractor.
- CMC will not have responsibility for directing the means and methods of construction. Contractor shall be solely responsible for the means and methods of construction.
- Per Municipal Code Construction activity shall be permitted between the hours of seven a.m. and six p.m., Monday through Friday. Saturday hours of operation shall be between eight a.m. and five p.m. There shall be no construction activity on Sunday or federal holidays when city offices are closed.

**8. Safety**

CMC will comply with appropriate regulatory, project and City regulations regarding necessary safety equipment or procedures used during CMC's work and will take necessary precautions for safe operation of CMC's work, and the protection of personnel from injury and damage from such work.

The Contractor is responsible for their own health and safety practices. If the CMC becomes aware of serious safety deficiencies not addressed by Contractor, the CMC will notify City.

The CMC will follow the City's confined space procedures for entry into any existing City confined spaces. The CMC will provide their own confined space entry equipment (e.g. tripods, monitors, etc.) and confined space permit.

**9. Regulatory and Environmental Compliance**

The CMC will be responsible for overseeing regulatory and environmental compliance effort by the Contractor during construction, including requirements from the Programmatic Environmental Impact Report (PEIR) and Mitigation Monitoring and Reporting Program (MMRP). The CMC will confirm that all necessary compliance items are shown on the construction schedule and all items are tracked and completed on time to avoid any unnecessary delays. At a minimum the work consists of the following:

- Confirm that the construction work meets applicable regulations and guidelines and that it is being performed in accordance with the work scope.
- Confirm that all required regulatory, environmental, and permit compliance documentation is completed by the construction Contractor as necessary.
- Verify that all final permits and authorizations for use and occupancy have been submitted and approved.
- Coordinate with the Authority Having Jurisdiction (AHJ), i.e., Sunnyvale Building Division as required.

- Perform QA-level oversight to monitor whether the Contractor's work is being performed in accordance with their regulatory and environmental work scope, as identified in the Contract Documents.

## **10. Field Testing, Training, and Commissioning Coordination**

CMC will oversee and document the completion of Contractor-led onsite/field training, testing, commissioning, and startup activities in accordance with the Contract Documents. CMC will coordinate these activities, as well as any associated plant shutdowns and plant tie-ins, with the Contractor, City, Designer, and PMC, as applicable. CMC will track and file all field training, testing, commissioning, and startup documents on Trimble.

In addition, CMC will oversee and coordinate with the Contractor and other parties to verify completion of the following and that the building is ready for startup:

- Integration and troubleshooting of automation and controls, IT, and networking systems.
- Mechanical testing and balancing.
- Integration of all equipment and furnishings.

CMC responsibilities regarding final inspections and Substantial Completion are above in **Section III.C.9**.

## **11. Water Infrastructure Finance and Innovation Act (WIFA) Coordination**

CMC will assist the City in providing project documentation required by WIFA Programs, if applicable, including the following tasks:

- Coordinate and compile project progress reports, quarterly reports from the Contractor for Disadvantage Business Enterprise participation, and Contractor progress invoices.
- Track all American Iron and Steel (AIS)-required submittals on the submittal log and verify they include AIS certification prior to full approval. Note, the City/PMC will review AIS information by the Contractor and approve AIS certifications.
- Coordinate with Contractor to obtain documentation for any waiver requests to the EPA.

## **12. Public Outreach Support**

The City/PMC will lead all public outreach efforts for the project. CMC support will include the following:

- Coordinate with the City/PMC and provide necessary construction project progress updates and photographs for inclusion into outreach efforts and reports.
- Participate in the presentation of construction project information to interested stakeholder groups as requested by the City.

## **13. Project Closeout**

CMC will have the following project closeout tasks.

- Maintain a warranty file and a tabular summary of all warranties and their expiration. CMC will confirm the Contractor submitted all necessary guarantee and warranty information required by the Contract Documents.
- Review the Contractor's record documents to assess if they are reflective of the final field conditions and transfer the Contractor's record documents to the City.
- Prepare necessary City documentation recommending acceptance of the completed work (including tasks noted above in **Section III.C.7**).
- Provide project documentation to the City and file on Trimble in a timely and orderly manner.

#### **14. Construction Manager's Field Office**

CMC will furnish the field office for the construction management team, as well as furniture, copier, computers and other equipment for the field office.

The Contractor will be responsible for installing potable water, electrical services, and internet services to the field office. CMC will define the Contractor's responsibilities for these provisions in the Contract Documents. The Contractor will be responsible for emptying septage holding tank(s), if applicable.

#### **D. Optional Services**

##### **1. Value Engineering**

If requested by the City, CMC will provide third party Value Engineering (VE) and third party Cost Estimating services. Responsibilities will include the following:

- Lead one VE workshop with the Designer, City, and PMC participating. Prepare VE options at least two weeks prior to the workshop and solicit input from the Designer as necessary.
- Provide third party cost estimating for one deliverable milestone based on Designer plans and specifications to provide a backcheck against Designer-prepared cost estimates.

##### **Assumptions:**

- Workshop will be in person and four (4) hours long.

#### **IV. Preliminary Schedule**

The expected schedule for finishing the CWC design and constructing the project is as follows:

- 90% Design Submittal - August 2025
- 100% Design Submittal - November 2025
- Notice of Advertisement for Construction - March 2026
- Notice to Proceed for Construction - July 2026
- Construction Substantial Completion - 2029

#### **V. Available Documents**

The following documents are available to CMC:

- Existing Administration Building Record Drawings
- Previous 90% CWC Design Drawings
- Conformed Drawings for other projects in construction

## **VI. Glossary of Abbreviations**

ADA	Americans with Disabilities Act
AHJ	Authority having Jurisdiction
AIS	American Iron and Steel
City	City of Sunnyvale
CM	Construction management
CMC	Construction Management Consultant
CPM	Critical Path Method
CWC	Cleanwater Center
ELAP	Environmental Laboratory Accreditation Program
EPA	U.S. Environmental Protection Agency
IT	Information Technology
LEED	Leadership in Energy and Environmental Design
MGD	million gallons per day
MMRP	Mitigation Monitoring and Reporting Program
OPCC	opinions of probable construction cost
PEIR	Program Environmental Impact Report
PMC	Program management consultant
Plant	Water Pollution Control Plant, City of Sunnyvale
Program	Sunnyvale Cleanwater Program
PG&E	Pacific Gas and Electric Company
QA	Quality Assurance
QC	Quality Control
RFI	Request for Information
SCADA	Supervisory Control and Data Acquisition
SCWP	Sunnyvale Cleanwater Program
SIP	Strategic Infrastructure Plan
SMaRT	Sunnyvale Materials Recovery and Transfer
SOV	Schedule of Values
T&M	Time and materials
VE	Value Engineering
WIFIA	Water Infrastructure Finance and Innovation Act
WPCP	Water Pollution Control Plant, City of Sunnyvale

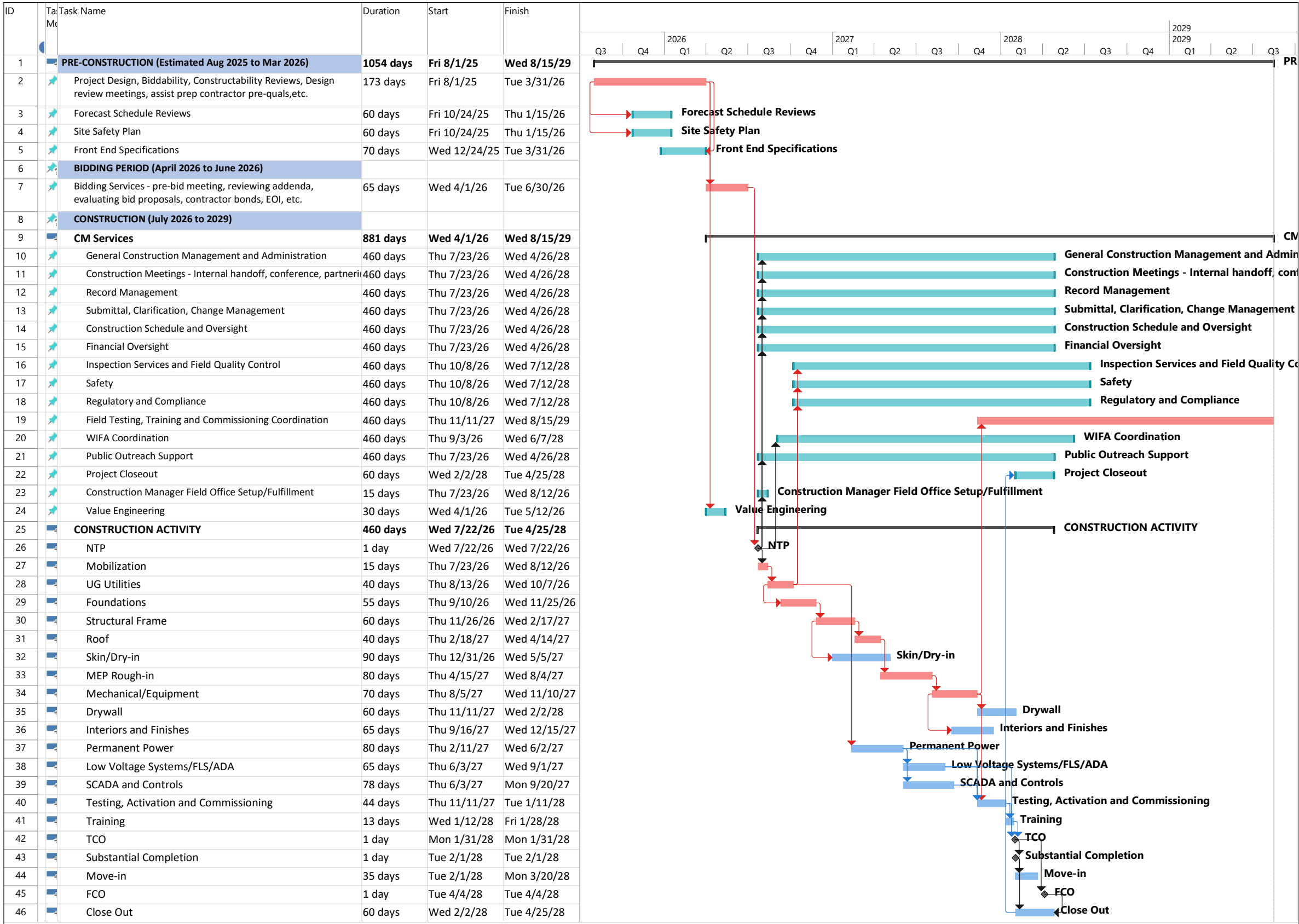
## **Exhibit A-1 Project Schedule**

### **Preliminary Schedule**

The expected schedule for finishing the CWC design and constructing the project is as follows:

- 90% Design Submittal— - August 2025
- 100% Design Submittal— - November 2025
- Notice of Advertisement for Construction— - March 2026
- Notice to Proceed for Construction— - July 2026
- Construction Substantial Completion— - 2029

# 7 PROJECT SCHEDULE



## **Exhibit B**

### **Compensation for Reimbursable Expenditures/Subconsultant Markups**

#### **Printing**

Printing costs for all project documentation (i.e., meeting notes, technical memos, drawings, etc.) shall be expensed at accepted industry commercial rates.

#### **Postage/Overnight Delivery**

Postage/overnight delivery costs for all project documentation shall be expensed at accepted industry commercial rates.

#### **Travel**

Expenses for staff assigned to this project required to travel by air (i.e., air travel, lodging, car rental and meals) shall be subject to the following per diem rates and limits:

- Airfare and associated fees shall be reimbursed at the cost of Coach Class only. Business Class or First Class travel costs exceeding the Coach Class fare shall be at no additional cost to the CITY.
- Lodging shall be reimbursed at the per diem rate of one-hundred forty-five dollars (\$145) per night, inclusive of taxes.
- Rental car expenses, including applicable taxes, fees and fuel, shall be reimbursed at the per diem rate of eighty-five dollars (\$85) per day (assumes rental of mid-size car).
- Meals and incidental expenses, including applicable taxes and gratuities, shall be reimbursed at the per diem rate of (\$40) per day. Reimbursement for alcoholic beverages or entertainment shall not be permitted.

The maximum allowable rate for mileage expenses for Northern California staff shall be at the current IRS standard mileage rate.

Other travel costs including bridge fares, parking fees and cab fare shall be reimbursed at cost.

No other expenses are reimbursable, unless the CITY has pre-approved such expense in writing.

#### **Subconsultant Markups**

No markups shall be allowed on reimbursable expenses and the maximum markup on subconsultants shall be 5%.

CITY can reject invoices and/or request additional backup as necessary for these expenses.

## Cleanwater Center Sunnyvale Cleanwater Program

7/2/2025



## Exhibit C INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement 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, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this Agreement for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
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:

I

☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$1,000,000 per claim.

☐ Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.

☐ Cyber & Tech Liability coverage with limits not less than of \$1,000,000 per occurrence or claim.

☐ Commercial Crime coverage with limits not less than \$1,000,000 per occurrence to include employee and non-employee dishonesty and theft, forgery, fraud, disappearance and destruction of money and securities.

☐ Coverage must include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention. Policies containing any self-insured retention provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the Named Insured or the City.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's

commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect 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. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
  - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
  - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work.*
4. For any claims related to this agreement, 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 and shall be at least as broad as ISO CG 20 01 04 13.
5. 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.
6. 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.
7. 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 email to [riskmanagement@sunnyvale.ca.gov](mailto:riskmanagement@sunnyvale.ca.gov), has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.

9. 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 and also available to the Additional Insured,, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than less than Superior or Excellent I, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes an electronic insurance verification system to track and verify all insurance related documents. City is no longer accepting insurance documents by mail and will only accept electronic insurance documents. City will email the CONSULTANT requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. CONSULTANT shall furnish the City with an electronic 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 and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The CONSULTANT shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. CONSULTANT shall submit insurance certificates, reflecting the policy renewals through the City's electronic insurance verification system. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

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

Attachment E – Required Federal Forms:

Exhibit 10-O1 Consultant Proposal DBE Commitment

Exhibit 10-O2 Consultant Contract DBE Commitment (Submit at Contract time)

Exhibit 10-I Notice to Proposers DBE Information

Exhibit 10-Q Disclosure of Lobbying Activities

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

Confidentially

Statement

Exhibit 15-H DBE Information – Good Faith Efforts

## **Exhibit 10-I: Notice to Proposers DBE Information**

**(federally funded projects only)**

The Local Public Agency (LPA) has established a DBE goal for this Contract of 0.00 %

### **1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- LPA also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

### **2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (see 49 CFR 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

### **3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation must be collected and reported.

Exhibit 10-O2: Consultant Contract DBE Information must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
  - E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
  - F. The proposer must list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
  - G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. COUNTING DBE PARTICIPATION

Materials or supplies purchased from DBEs count towards the DBE goal under the following conditions:

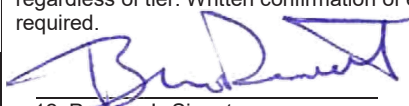
- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment must be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services

## 6. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please email [DBE.Certification@dot.ca.gov](mailto:DBE.Certification@dot.ca.gov) for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#). For guidance on how to search for certified firms using the CUCP database, please visit: [DBE Goal Setting | Caltrans](#)

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: City of Sunnyvale 2. Contract DBE Goal: 0.00%  
 3. Project Description: F25-258 for Construction Management Services for Cleanwater Center  
 4. Project Location: 1444 Borregas Avenue, Sunnyvale, Santa Clara County, California  
 5. Consultant's Name: MCK Americas, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
CM/Material Testing	41213	Montez Group, 249 Onondaga Ave #407, San Francisco, CA 94112, (415) 350-7044;	3%
PR/Outreach	34516	Lucy & Company, 1818 L St #101, Sacramento, CA 95811, (916) 491-3161,	1%
<b>Local Agency to Complete this Section</b>			
17. Local Agency Contract Number: _____		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>4 %</b>
18. Federal-Aid Project Number: _____		<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  April 24, 2025	
Consultant's Ranking after Evaluation: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's Signature _____	22. Date _____		
23. Local Agency Representative's Name _____	24. Phone _____		
25. Local Agency Representative's Title _____		12. Preparer's Signature <u>Brendan McDevitt</u>	13. Date <u>April 24, 2025</u>
		14. Preparer's Name <u>President / CEO</u>	15. Phone <u>(415) 656-3264</u>
		16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## Certified Profile

CLOSE WINDOW 

[Print](#)

### Business & Contact Information

BUSINESS NAME	<b>Montez Group</b>
OWNER	<b>Mr. Oscar Zavaleta</b>
ADDRESS	<b>249 Onondaga Avenue ONE AVENUE OF THE PALMS, #407 SAN FRANCISCO, CA 94112 <a href="#">[map]</a></b>
PHONE	<b>415-350-7044</b>
FAX	<b>415-350-7044</b>
EMAIL	<b><a href="mailto:ozavaleta@montezgroup.com">ozavaleta@montezgroup.com</a></b>
WEBSITE	<b><a href="http://www.montezgroup.com">http://www.montezgroup.com</a></b>
ETHNICITY	<b>Hispanic American</b>
GENDER	<b>Male</b>
COUNTY	<b>San Francisco (CA)</b>

### Certification Information

CERTIFYING AGENCY	<b>San Francisco Municipal Transportation Agency</b>
CERTIFICATION TYPE	<b>DBE - Disadvantaged Business Enterprise</b>
CERTIFIED BUSINESS DESCRIPTION	<b>CA WCC C8714: CONSULTANT, BUSINESS/MANAGEMENT; CA WCC C8731: BUILDING INSPECTION SERVICES; CA WCC C8770: CONSTRUCTION MANAGEMENT; CA WCC C8771: CONSTRUCTION MANAGEMENT – COMMERICAL AND INSTITUTIONAL BUILDING CONSTRUCTION; CA WCC C8773: CONSTRUCTION MANAGEMENT – HIGHWAY, STREET, AND BRIDGE CONSTRUCTION; CA WCC C8776: CONSTRUCTION MANAGEMENT – OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION; NAICS 236210: Addition, alteration and renovation, for-sale builders, industrial building (except warehouses); NAICS 236220: Addition, alteration and renovation, for-sale builders, commercial and institutional building; NAICS 541330: Engineering consulting services; NAICS 541350: Building inspection services; NAICS 541611: Administrative Management and General Management Consulting Services; NAICS 541614: Logistics and integrated supply chain management consulting services; NAICS 541618: Other Management Consulting Services; NAICS 541620: Ecological restoration consulting services; NAICS 611430: Continuing education seminars or conferences; NAICS 611430: Professional and Management Development Training</b>



## Commodity Codes

Code	Description
CA WCC C8714	CONSULTANT, BUSINESS/MANAGEMENT
CA WCC C8731	BUILDING INSPECTION SERVICES
CA WCC C8770	CONSTRUCTION MANAGEMENT
CA WCC C8771	CONSTRUCTION MANAGEMENT – COMMERICAL AND INSTITUTIONAL BUILDING CONSTRUCTION
CA WCC C8773	CONSTRUCTION MANAGEMENT – HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
CA WCC C8776	CONSTRUCTION MANAGEMENT – OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION
NAICS 236210	Addition, alteration and renovation, for-sale builders, industrial building (except warehouses)
NAICS 236220	Addition, alteration and renovation, for-sale builders, commercial and institutional building
NAICS 541330	Engineering consulting services
NAICS 541350	Building inspection services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541614	Logistics and integrated supply chain management consulting services
NAICS 541618	Other Management Consulting Services
NAICS 541620	Ecological restoration consulting services
NAICS 611430	Continuing education seminars or conferences
NAICS 611430	Professional and Management Development Training

## Additional Information

WORK DISTRICTS/REGIONS	<b>All work districts/regions</b>
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	<b>41213</b>

This profile was generated on 4/23/2025

## Certified Profile

CLOSE WINDOW 

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### Business & Contact Information

BUSINESS NAME	<b>Eidam Corp, DBA Lucy &amp; Company</b>
OWNER	<b>Ms. Lucy Eidam Crocker</b>
ADDRESS	<b>1818 L St Ste 101 Sacramento, CA 95811 <a href="#">[map]</a></b>
PHONE	<b>916-491-3161</b>
FAX	<b>916-491-3160</b>
EMAIL	<b><a href="mailto:lucy@lucycompanypr.com">lucy@lucycompanypr.com</a></b>
WEBSITE	<b><a href="http://www.lucycompanypr.com">http://www.lucycompanypr.com</a></b>
ETHNICITY	<b>Caucasian</b>
GENDER	<b>Female</b>
COUNTY	<b>Sacramento (CA)</b>

### Certification Information

CERTIFYING AGENCY	<b>California Department of Transportation</b>
CERTIFICATION TYPE	<b>DBE - Disadvantaged Business Enterprise</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Public Relations Agencies</b>

### Commodity Codes

Code	Description
CA WCC C8712	PUBLIC RELATIONS
NAICS 541613	Marketing consulting services
NAICS 541820	Public relations agencies
NAICS 541910	Marketing Research and Public Opinion Polling

### Additional Information

WORK DISTRICTS/REGIONS

**All work districts/regions**

CUCP PUBLIC DIRECTORY  
CERTIFICATION NUMBER

**34516**

This profile was generated on 4/23/2025

## INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

### CONSULTANT SECTION


- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

### LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: City of Sunnyvale 2. Contract DBE Goal: 0.00%  
 3. Project Description: F25-258 for Construction Management Services for Cleanwater Center  
 4. Project Location: 1444 Borregas Avenue, Sunnyvale, Santa Clara County, California  
 5. Consultant's Name: MCK Americas, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \_\_\_\_\_  
 8. Total Dollar Amount for **ALL** Subconsultants: \$2,083,002.00 9. Total Number of **ALL** Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
CM/Material Testing	41213	Oscar Zavaleta, Montez Group, 249 Onondaga Ave #407 San Francisco, CA 94112, (415) 350-7044 ozavaleta@montezgroup.com	\$200,214.00
PR/Outreach	34516	Lucy Eidam Crocker, Lucy & Company, 1818 L St #101 Sacramento, CA 95811, (916) 491-3161, lucy@lucycompanypr.com	\$24,570.00
<b>Local Agency to Complete this Section</b>		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			\$224,784 %
Local Agency Representative's Signature _____ 23. Date _____ Local Agency Representative's Name _____ 25. Phone _____ Local Agency Representative's Title _____ 27.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>April 24, 2025</u> <u>Brendan McDevitt</u> (415) 656-3264 17. Preparer's Name _____ 18. Phone _____ <u>President / CEO</u> 19. Preparer's Title _____	

**DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT****CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.


**LOCAL AGENCY SECTION**

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

MCK DOES NOT PARTICIPATE IN LOBBYING ACTIVITIES

**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  MCK Americas, Inc. 150 Executive Park Blvd. Suite 2150 San Francisco, CA 94134  Congressional District, if known
<b>6. Federal Department/Agency:</b> City of Sunnyvale		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b>
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)  (attach Continuation Sheet(s) if necessary)		<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI)
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: 		Print Name: <u>Brendan McDevitt</u>
Title: <u>President</u>		Telephone No.: <u>(415) 656-3264</u> Date: <u>April 24, 2025</u>
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04



**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND  
CONFIDENTIALITY STATEMENT<sup>1</sup>**RFP/RFQ PROCUREMENT NUMBERS (if applicable): F25-258PROJECT NAME (and FPN, if applicable)<sup>2</sup>: Construction Management Services for Cleanwater Center

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

☒ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☒ I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**

☒ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

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<sup>1</sup> Each consultant staff working in a management support role shall complete a separate form.


<sup>2</sup> For on-call contracts or contracts for multiple projects, indicate accordingly.

**Consultant Management Conflict of Interest Statement**

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☒ I have read and fully understand all of the above.

Date: April 24, 2025

Signature: 

Name: Brendan McDevitt

Title: President

Consultant Firm/Sole Proprietor: MCK Americas, Inc./Brendan McDevitt

**REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY  
REPRESENTATIVE**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

- ☐ That the foregoing named local agency consultant who is under contract and in a management support role with our local agency, abides by the foregoing terms and conditions;
- ☐ That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.
- ☐ The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all federal and state requirements. Also this contract has a specific date from \_\_\_\_\_ to \_\_\_\_\_.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department/Local Agency: \_\_\_\_\_

**REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and supervisor's statement.

☐ I concur that the consultant, who is under contract and in a management support role with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for federal reimbursement.

☐ I do not concur as I believe that the consultant, who is under contract and in a management support role with the local agency, does appear to present a conflict of interest.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

**Distribution:** 1) Copy to: DLAE for each Federal/State funded project  
2) Copy to be returned to Local Agency by DLAE with FHWA approval

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**Cost Proposal Due Date April 24, 2025 PE/CEFederal-aid Project No(s). F25-258 Bid Opening Date March 13, 2025 CON

The City of Sunnyvale established a Disadvantaged Business Enterprise (DBE) goal of 0 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
N/A	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Montez Group, Inc.	March 26, 2025	April 7, 2025
Lucy & Co.	March 26, 2025	

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Material Testing & Inspection	Y	Material Testing & Inspection		
PR/Outreach	Y	PR/Outreach		

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

N/A

Names, addresses and phone numbers of firms selected for the work above:

Oscar Zavaleta, Montez Group, 249 Onondaga Ave #407 San Francisco, CA 94112, (415) 350-7044  
ozavaleta@montezgroup.com

Lucy Eidam Crocker, Lucy & Company, 1818 L St #101 Sacramento, CA 95811, (916) 491-3161,  
lucy@lucycompanypr.com

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Reached out to our fellow DBE's via email for this opportunity.

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

MCK is here to ensure that our SBE's and DBE's succeed. Presently, we're in a JV with an SBE partner and MCK as the prime has ensured that all business concerns are handled accordingly from the business setup structure, to insurance and contract management.

Montez Group and Lucy & Co. are well established and do not need this type of assistance, but MCK wants our SBE/DBE partners to succeed so we would support them to ensure success to the firm and project.

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
N/A		

- H. Any additional data to support a demonstration of good faith efforts:



Fernanda Miranda <[fmiranda@mckinc.net](mailto:fmiranda@mckinc.net)>

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## Re: MCK Invitation for Sunnyvale CM Clearwater Center

1 message

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**Fernanda Miranda** <[fmiranda@mckinc.net](mailto:fmiranda@mckinc.net)>

Mon, Apr 7, 2025 at 10:48 AM

To: Oscar Zavaleta <[ozavaleta@montezgroup.com](mailto:ozavaleta@montezgroup.com)>

Cc: Benny Yu <[byu@montezgroup.com](mailto:byu@montezgroup.com)>, Steve McDevitt <[smcdevitt@mckinc.net](mailto:smcdevitt@mckinc.net)>, Ashley Selbert <[aselbert@mckinc.net](mailto:aselbert@mckinc.net)>

Hi Benny,

I hope this email finds you well.

I was following up on our request below. We haven't received anything to date.

Thank you,

**Fernanda M. Miranda**



Operations Coordinator/Benefits Manager

**MCK Americas Inc.**

o: 415.656.3264 | c: 562.708.0188

[fmiranda@mckinc.net](mailto:fmiranda@mckinc.net) | [mckinc.net](http://mckinc.net)

San Francisco | Sacramento | El Segundo

On Wed, Mar 26, 2025 at 4:08 PM Fernanda Miranda <[fmiranda@mckinc.net](mailto:fmiranda@mckinc.net)> wrote:

Yay! Welcome to the team Oscar.

Benny, let me know if you have any questions.

Take care,

**Fernanda M. Miranda**



Operations Coordinator/Benefits Manager

**MCK Americas Inc.**

o: 415.656.3264 | c: 562.708.0188

[fmiranda@mckinc.net](mailto:fmiranda@mckinc.net) | [mckinc.net](http://mckinc.net)

San Francisco | Sacramento | El Segundo

On Wed, Mar 26, 2025 at 3:56 PM Oscar Zavaleta <[ozavaleta@montezgroup.com](mailto:ozavaleta@montezgroup.com)> wrote:

Fernanda!!!!

Hello, yes - we can absolutely support the team. We have a senior construction QCM/Inspector that resides nearby.

Benny will be POC.

Oz

Sent from my T-Mobile 5G Device  
Get [Outlook for Android](#)

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**From:** Fernanda Miranda <[fmiranda@mckinc.net](mailto:fmiranda@mckinc.net)>  
**Sent:** Wednesday, March 26, 2025 3:47:02 PM  
**To:** Oscar Zavaleta <[ozavaleta@montezgroup.com](mailto:ozavaleta@montezgroup.com)>; Benny Yu <[byu@montezgroup.com](mailto:byu@montezgroup.com)>  
**Cc:** Steve McDevitt <[smcdevitt@mckinc.net](mailto:smcdevitt@mckinc.net)>; Ashley Selbert <[aselbert@mckinc.net](mailto:aselbert@mckinc.net)>  
**Subject:** MCK Invitation for Sunnyvale CM Clearwater Center

Hi Oscar and Benny,

I hope this email finds you both well.

I was curious if you would like to join our team as a DBE providing inspection services for the Sunnyvale CM Clearwater Center pursuit due 4/24. The RFP is attached for your review but below is a snapshot of what the project is.

"The existing Donald M. Somers WPCP was originally built in 1956. With additions over the subsequent 15–20 years, it grew to a tertiary treatment facility with an average dry weather flow of 14 million gallons per day (MGD) and a permitted average dry weather flow of 29.5 MGD. An asset condition assessment conducted in 2006 identified several critical WPCP structures as 'at-risk' and in need of immediate rehabilitation. Based on this assessment, the City began implementing several rehabilitation projects and developed a long-term Strategic Infrastructure Plan (SIP) to serve as a road map for the physical improvements and process enhancements needed to maintain a high level of treatment and to meet current and expected regulatory requirements and stewardship objectives. In 2016, the City adopted a Master Plan to guide improvements to the WPCP facilities and operations over the next 25 years. The Master Plan identified capital improvements to address challenges facing the WPCP and to support City policies. These challenges include aging infrastructure, changes in regulatory requirements, as well as increases in population, flows, and loads. The Master Plan identified capital improvement projects, estimated costs, and recommended approaches to achieve the planning objectives."

If you are interested in joining our team, do you mind sending us some inspector resumes by Tuesday, 4/1.

Additionally, do you have any similar projects or even projects with Sunnyvale that follow the guidelines below:

Provide three (3) references for whom the proposer has performed similar services of similar scope within the past five (5) years, each costing \$40M and above. Include the organization name and address, the name and telephone number of a contact person, and a brief description of the services performed by the consultant.

Please contact me with any questions.

Take care,



**Fernanda M. Miranda**

Operations Coordinator/Benefits Manager

**MCK Americas Inc.**

o: 415.656.3264 | c: 562.708.0188

[fmiranda@mckinc.net](mailto:fmiranda@mckinc.net) | [mckinc.net](http://mckinc.net)

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