

# ATTACHMENT 1

## DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND CSG CONSULTANTS, INC. FOR THE FAIR OAKS AVENUE BIKEWAY AND STREETScape PROJECT

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

WHEREAS, CITY desires to secure professional services necessary for design and preparation of construction documents for the Fair Oaks Avenue Bikeway and Streetscape Project and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

### 1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and in accordance and compliance with the federal funding requirements established in Chapter 10 of the CALTRANS Local Assistance Procedures Manual and associated forms attached hereto in Exhibit "D". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Michael Fisher to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

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

### 2. Notice to Proceed/Completion of Services

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

3. Time for Performance

The term of this Agreement shall be from the date of execution through project completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Allowable Costs and Payments

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

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

Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Fifty Four Thousand Four Hundred Eighty Six one and No/100 Dollars (base amount of \$232,800 and optional amount of \$21,686 for a total of \$254,486), inclusive of the fixed fee (profit) enumerated in Exhibit "B-1", unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

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

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

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material

developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

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

14. Hold Harmless/Indemnification

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

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

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

To CONSULTANT: CSG CONSULTANTS, INC.  
Attn: Michael Fisher  
550 Pilgrim Drive  
Foster City, CA 94404

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication.

However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. California Agreement

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

23. Records, Reports and Documentation

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

24. Termination of Agreement

- 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 (30) days after written notification of failure to pay.

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

APPROVED AS TO FORM:

CSG CONSULTANTS, INC. ("CONSULTANT")

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

By \_\_\_\_\_  
\_\_\_\_\_  
Name/Title

By \_\_\_\_\_  
\_\_\_\_\_  
Name/Title



## Exhibit "A"

### Scope of Work

The scope of services for this project shall consist of the following major tasks, as described in more detail below:

- Task A – Project Management and Coordination
- Task B – Caltrans Local Assistance Coordination
- Task C – Data Collection
- Task D – Preliminary Design
- Task E – Design Development
- Task F – Bid Package
- Task G – Bidding Services
- Task H – Construction Support Services

#### **Task A – General Project Management and Coordination**

Work performed under this task includes project management and administration, including monthly invoicing, monitoring the project budget and schedule, supervision of in-house staff and subconsultants, implementing a QA/QC plan, and participating in project meetings. It is assumed that there will be two project meetings during design.

Other than coordination with the Caltrans Local Assistance Division for federal funding requirements, it is anticipated that the following additional permit needs will be required for this project, which CSG will assist the City in obtaining permit approval for:

- Santa Clara County – for crossing Central Expressway near Arques Avenue

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

1. Preliminary Design Progress Meeting
2. 30% Design Progress Meeting
3. 75% Design Progress Meeting
4. 100% Design Progress Meeting

#### **Public Outreach**

CSG will prepare materials and lead two public outreach meetings to present the proposed improvements to the community. One public meeting will be held after three concepts have been prepared, to gather comments/feedback from the community. Following this meeting, the 30% submittal will be developed based on City and community feedback, before another public meeting is held. Holding public meetings and seeking community feedback early in the project design, prior to the development of the 75% submittal, will make the public feedback period more effective, by minimizing changes in the later stages of the design, which have greater impacts on project schedule and cost.

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

1. Two Public Meetings
2. Bicycle and Pedestrian Advisory Committee Meeting
3. City Council Meeting

#### *Task Deliverables:*

- *Statement of Peer Review*

## Task B – Caltrans Local Assistance Coordination

Under this task, CSG will work with the project sponsor and Caltrans Local Assistance with the “Environmental Clearance” process, “Right of Way and Utility Certification” approval process, and “E-76 Authorization to Proceed with Construction” process.

### NEPA/CEQA Environmental Clearance

CSG has teamed with **LSA** to provide environmental consulting services for this project. The proposed project appears to qualify for a CEQA Categorical Exclusion, and a NEPA Categorical Exemption. It is understood that the City will be obtaining CEQA clearance in this case, and LSA will complete the NEPA review and submit the associated completed forms to Caltrans.

The work includes coordination with the City, the development of technical memos, and coordinating with the Caltrans Environmental sector of Local Assistance. CSG will work with the City to ensure timely completion and submittal of the required technical memoranda to Caltrans.

CSG’s scope and fee is based on the following anticipated submittals to Caltrans:

- Staging Area Technical Memo
- Traffic Technical Memo
- Hazardous Waste Technical Memo
- Locations Hydraulic Study
- Water Quality Technical Memo

LSA’s scope and fee is based on the following anticipated technical memoranda:

- Land Use/Community Impact
- Noise Technical Memo
- Cultural Resources
- Area of Potential Effects (APE) Map
- Archaeological Survey Report (ASR)
- Historic Property Survey Report (HPSR)

The following technical studies are included as an optional scope addition:

- **Assembly Bill 52 (AB 52) Consultation.** *(In the event that the type of CEQA documentation is elevated, AB52 consultation would be required. If requested, LSA will conduct AB 52 consultation with Native American tribes to address the City’s responsibilities under this State of California legislative requirement. LSA will send out an AB 52 consultation letter and attend two consultation meetings.)*

LSA will attend up to two project development team meetings, a public workshop, and an agency/field meeting.

### Parking Study

W-Trans will conduct a parking study of the Fair Oaks project corridor as defined in the Request for Proposal, to include one count of parked vehicles during each of the following time periods:

- a.m. peak (during school drop-off)
- weekday night (after 1:00 a.m.)

Counts of parked vehicles and available empty spaces will be collected on Fair Oaks Avenue within the project limits along with on all side streets up to one block or 600 feet, whichever is less, from Fair Oaks Avenue. Parking counts will be summarized in a brief memo with tables to highlight the amount of parking used and how many empty spaces are available, and with recommendations on a block-by-block basis of which parking areas can most easily be eliminated or which should be kept in use. The memo will also discuss how the parking loss may be mitigated, per the preliminary environmental study form completed for this project by the City.

## **Traffic Study**

W-Trans will complete an analysis of intersection Levels of Service (LOS) in the northern segment of the Fair Oaks corridor to evaluate options for restriping to create space for the proposed bike lanes. The Synchro software (or TRAFFIX with the 2000 methodology) will be used for the analysis, as specified by the City. Scenarios to be evaluated include Existing Conditions and estimated Future Conditions (10 year horizon). Existing counts and estimates of Approved and Pending project volumes will be furnished by the City. Future Conditions will be estimated by applying an annual growth rate of 1.5 percent to the existing counts, and adding in the Approved and Pending project volumes.

The following intersections will be included in the analysis:

1. N. Fair Oaks Avenue/Wolfe Road
2. N. Fair Oaks Avenue/Duane Avenue
3. N. Fair Oaks Avenue/Caliente Drive
4. N. Fair Oaks Avenue/Ahwanee Avenue

The analysis will focus on options to reduce the number of lanes to create room for the proposed bike lanes. A brief memo will be prepared to summarize the LOS results, findings, and recommendations.

## **E76 Request for Authorization to Proceed with Construction**

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

- LAMP Exhibit 3-D Request for Authorization to Proceed
- LAMP Exhibit 3-E Request for Authorization to Proceed Data Sheet
- LAMP Exhibit 3-O Finance Letter
- LAMP Exhibit 12-A Preliminary Cost Estimate
- LAMP Exhibit 12-C PS&E Certification
- LAMP Exhibit 12-D PS&E Checklist
- LAMP Exhibit 15-A Local Agency Construction Contract Administration
- FTIP Reference Sheet
- Project-Specific DBE Research and Calculation
- Implementation of Federal requirements into specifications, as outlined in LAMP Exhibit 12-D
- Copy of project plans, specifications, and estimate package for E76 Caltrans submittal

CSG could also assist in preparing other non-project specific documents required by Caltrans as follows:

- Quality Assurance Program (QAP)
- Annual DBE program forms (LAMP 9-A and 9-B)
- Executed Cooperative Agreement (with utility companies), Caltrans, or other municipalities

## **Task C – Data Collection**

### **Field Reconnaissance**

The City will provide aerial mapping which will be used as the base mapping for the project. Field reconnaissance efforts will be provided to investigate specific locations. If necessary, street and lane widths will be determined based on field measurements taken at representative cross sections to supplement available existing high-resolution orthorectified imagery. Existing utility cover locations and types will be field verified to assist in Utility Certification efforts.

### **Topo Survey (Optional)**

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

### **Pavement Visual Condition Survey**

As a first order of work upon Notice to Proceed, CSG will conduct a visual condition survey to evaluate the existing pavement condition for the street segments identified as in need of pavement rehabilitation in the RFP. The visual condition survey will consist of photographs of the site to document the current condition of the site, and recommendations based on the visual assessment. Some assumptions would be made about the existing structural section thickness and R-values to develop design recommendations.

In the RFP, the City selected two segments of Fair Oaks Avenue to receive a slurry seal treatment (Old San Francisco Road to Evelyn Avenue and Duane Avenue to Ahwanee Avenue). The other three segments of Fair Oaks Avenue identified as in need of pavement rehabilitation.

Preliminary field reconnaissance of the project area indicates that generally, the pavement is in good repair, with the exception of some significant cracking in the asphalt concrete on the approach slabs to the bridge over Central Expressway, and some isolated pavement cracking in other areas. It is possible that the cracking on the bridge over Central Expressway extends to the bridge slab, but for the purposes of this submittal, it is anticipated that repairs would be limited to the asphalt concrete overlay.

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

### **Pavement Design Report and Testing for Overlays, Mill/Replacement, & CIR**

CSG has teamed with **Pavement Engineering Inc. (PEI)** to provide supplemental pavement services. PEI will perform deflecting testing and coring, in addition to the visual condition survey included in the base scope. Coring will be performed to determine the thickness existing HMA and bonded layers (PCC and CTB if present). Six (6) cores will be taken from each of the three segments of Fair Oaks Avenue to be studied (18 total for the entire project).

CSG working with PEI will provide an engineering report with analysis and recommendations. PEI's report will evaluate the feasibility of placing HMA and RHMA overlays, milling with replacement, and Cold In-Place Recycling (CIR) with data collected.

### **Evaluate Pavement for Reconstruction (Optional)**

The data collected for the deflection analysis is not sufficient for evaluating the pavement for full depth Reclamation (FDR) or reconstruction alternatives. As optional work, PEI can perform additional testing in order to evaluate the pavement for reconstruction alternatives. This work consists of measuring the existing HMA and bonded layers, measuring the underlying aggregate base layer thickness and sampling the native soil to determine the load-bearing capacity (R-value).

### **Utility Coordination**

CSG will coordinate with the various utility agencies that have facilities within the project area to request mapping of their facilities in the area, and notify utility companies of facilities or covers which need to be relocated or adjusted to grade as a result of the proposed improvements. Utility covers within the project area will be cataloged by either aerial photogrammetry or field reconnaissance and shown on plan. Utility coordination and mapping efforts will assist in developing the required Utility Certification.

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

## **Task D - Preliminary Design**

### **Preliminary Findings Technical Memorandum**

CSG will prepare a memorandum summarizing the findings of the data collection effort, including recommended pavement treatments and cost estimates based on a visual condition survey and the pavement design report and testing provided by PEI.

*Task Deliverables:*

- *Three (3) hard copies and electric PDF of the final report*

### **Concept Exhibits**

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

CSG will prepare three (3) different concept exhibits as well as a brief summary of advantages and disadvantages, and a budgetary construction cost estimate, for each option. These concept exhibits will be submitted for internal review by the City prior to finalizing the three concepts for the first public meeting.

As requested, one option will restrict all parking along the Fair Oaks Avenue corridor, and other options will consider bike lane transitions between restricted and non-restricted parking segments.

*Task Deliverables:*

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

## **Task E - Design Development**

### **Traffic Signal Design**

Traffic signal design will be performed by W-Trans. W-Trans has extensive experience in the City of Sunnyvale, including work on the recent Mary Avenue Bicycle Lanes Project. Traffic signal modifications may involve modifications to the existing signals to provide bicycle detection at intersections bordering the proposed bike lanes. In accordance with recent project trends in Sunnyvale, it is anticipated that video detection will be added to these intersections for bicyclists and vehicles, new conduits will be installed for traffic signal wiring, and existing induction loops will be removed. It is not anticipated that new traffic signal poles will need to be constructed, but W-Trans will conduct an assessment of the existing traffic signal facilities to determine if new traffic signal poles are required.

For the purposes of this project scope and fee, it is assumed that no traffic signal asbuilts are available, similar to the recent Mary Avenue Bike Lane Project, and it will be necessary to perform field reconnaissance to verify, document, and map the existing signal equipment.

Work includes the preparation of up to five (5) individual traffic signal plans at the following intersections on Fair Oaks Avenue:

- California Avenue/Fair Oaks Avenue
- Caliente Drive/Fair Oaks Avenue
- Arques Avenue /Fair Oaks Avenue
- Ahwanee Avenue /Fair Oaks Avenue
- Duane Avenue /Fair Oaks Avenue

**Install Sharrows on Fair Oaks Avenue Between Arques Avenue and Wolfe Road (including previously out of scope Maude Avenue to Wolfe Road)**

Currently, the curb-to-curb width between Maude Avenue and Wolfe is 62 feet. It is the City’s desire to install sharrows in this segment to connect the corridor for through bike traffic. CSG will prepare plans with sharrow striping and appropriate signage in this area.

**30% Plans and Estimate**

CSG will provide plans and an estimate of the selected option for each street segment, based on comments received from the City and from project stakeholders at the first public meeting.

It is anticipated that plans will be prepared at 1”=40’ scale, with two segments of approximately 1000 feet of roadway per plan sheet.

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

PLAN DESCRIPTION	ESTIMATED NUMBER OF SHEETS
Title Sheet	1
Layouts (1”=40’ Scale)	7
Signing and Striping Plans (1”=40’ Scale)	8
Preliminary Traffic Signal Plans	5
<b>TOTAL SHEETS</b>	<b>21</b>

*Task Deliverables:*

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

**75% Plans, Specifications, and Estimate**

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

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

*Task Deliverables:*

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

**100% Plans, Specifications, and Estimate**

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

It is assumed that general provisions (“front end” boilerplate) will be provided by the City in Word document format for a similar type of project. CSG will tailor these general provisions for the project, incorporating any required specifications to conform to federal funding requirements.

*Task Deliverables:*

- *Two (2) 24"x36" hard copies and five (5) half size hardcopies of the plans*
- *One (1) CD with digital copies of all documents in PDF and native format*
- *100% Specifications*
- *Project Schedule Update*
- *100% Construction Cost Estimate*
- *Responses to City’s comments on the 75% submittal and redlines*

**Task F - Bid Package**

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

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

PLAN DESCRIPTION	ESTIMATED NUMBER OF SHEETS
Title Sheet	1
Typical Sections	2
Demolition Plans (1"=40' Scale)	7
Layouts (1"=40' Scale)	7
Signing and Striping Plans (1"=40' Scale)	8
Traffic Signal Plans	5
Construction Details	1
<b>TOTAL SHEETS</b>	<b>31</b>

*Task Deliverables:*

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

**Task G - Bidding Services**

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

**Task H - Construction Support Services**

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

1. Attend construction meetings.
2. Participate in the final inspection and development of punch lists.
3. Provide clarifications, as required, of construction documents and respond to Contractor’s Requests for Information (RFIs).

4. Review and approval of sample and material submittals specified in Contract Documents which impact the design.
5. Review of any proposed substitutions for conformance to the Contract Documents.
6. Responding to Construction Change Orders (CCOs) and review of Requests for Quotations, if needed.
7. Preparation of Record Drawings based on redlines provided by the Contractor and field reviews.

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

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

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

Additional construction support may be provided as additional scope.

*Task Deliverables:*

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



## Exhibit "B" Compensation Schedule

CITY OF SUNNYVALE - FAIR OAKS AVENUE BIKEWAY												
RESOURCE ALLOCATION ESTIMATE - 06/07/2016												
Task Description	Principal Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	CSG Totals	PEI	Traffic Engineer W-Trans	Environmental LSA	Total Base Services	CSG (Optional)	PEI (Optional)	Total Optional Services
Category	\$180	\$165	\$145	\$125	Cost				Cost			totals
<b>Task A - Project Management &amp; Coordination</b>												
Kick Off Meeting	3	3	3		\$1,470				\$1,470			
Project and Stakeholder Coordination	8	43	24		\$12,015				\$12,015			
<b>Subtotal - Task A</b>	<b>11</b>	<b>46</b>	<b>27</b>	<b>0</b>	<b>\$13,485</b>				<b>\$13,485</b>			
<b>Task B - Caltrans Local Assistance Coordination</b>												
Project Field Review w/ Caltrans (not included)					\$0				\$0			
Parking & Traffic Studies					\$0		\$10,789		\$10,789			
NEPA/CEQA Environmental Clearance & Tech Memos					\$0			\$33,275	\$33,275			
E76 Request for Authorization & Coord & Civil Tech Memos	3	28	6	28	\$9,530				\$9,530			
<b>Subtotal - Task B</b>	<b>3</b>	<b>28</b>	<b>6</b>	<b>28</b>	<b>\$9,530</b>		<b>\$10,789</b>	<b>\$33,275</b>	<b>\$53,594</b>			
<b>Task C - Data Collection</b>												
Field Reconnaissance				35	\$4,375				\$4,375			
Topo for Specific locations (optional)			44	29	\$0				\$0	\$10,005		\$10,005
Pavement Visual Condition Survey	2	2	7	7	\$2,580				\$2,580			
Pavement Design Report and Testing					\$0	\$14,865			\$14,865		\$4,736	\$4,736
Utility Coordination	2	2	7	21	\$4,330				\$4,330			
<b>Subtotal - Task C</b>	<b>4</b>	<b>4</b>	<b>58</b>	<b>92</b>	<b>\$11,285</b>	<b>\$14,865</b>			<b>\$26,150</b>	<b>\$10,005</b>	<b>\$4,736</b>	<b>\$14,741</b>
<b>Task D - Preliminary Design</b>												
Base Map Preparation			20	35	\$7,275				\$7,275			
Concept Exhibits	7	17	17	108	\$20,030				\$20,030			
Public Meetings (4 Total)	14	14	7		\$5,845		\$400		\$6,245			
Preliminary Findings Technical Memorandum	3	4	14		\$3,230				\$3,230			
<b>Subtotal - Task D</b>	<b>24</b>	<b>35</b>	<b>58</b>	<b>143</b>	<b>\$36,380</b>		<b>\$400</b>		<b>\$36,780</b>			
<b>Task E - Design Development</b>												
Traffic Signal Design (W-Trans) (5 signal locs)					\$0		\$25,465		\$25,465			
Sharrow striping between Arques & Wolf (optional)	3		14	35						\$6,945		\$6,945
30% Plans and Estimate	4	7	7	35	\$7,265				\$7,265			
75% Plans, Specs & Estimate	7		40	73	\$16,185				\$16,185			
100% Plans, Specs & Estimate	7		19	59	\$11,390				\$11,390			
Peer Review (QA/QC)			14		\$2,310				\$2,310			
Design Progress Meetings	11	11			\$3,795				\$3,795			
<b>Subtotal - Task E</b>	<b>32</b>	<b>32</b>	<b>80</b>	<b>202</b>	<b>\$40,945</b>		<b>\$25,465</b>		<b>\$66,410</b>	<b>\$6,945</b>		<b>\$6,945</b>
<b>Task F - Bid Package</b>												
Final Plans, Specs & Estimate	5	2	14	31	\$7,135		\$4,015		\$11,150			
<b>Subtotal - Task F</b>	<b>5</b>	<b>2</b>	<b>14</b>	<b>31</b>	<b>\$7,135</b>		<b>\$4,015</b>		<b>\$11,150</b>			
<b>Task G - Bid Services</b>												
Bid Support Services	2	7	7		\$2,530		\$4,300		\$6,830			
<b>Subtotal - Task G</b>	<b>2</b>	<b>7</b>	<b>7</b>	<b>0</b>	<b>\$2,530</b>		<b>\$4,300</b>		<b>\$6,830</b>			
<b>Task H - Construction Support Services</b>												
Preconstruction & Progress meetings (up to 4)		8	7		\$2,335				\$2,335			
Construction Support	2	35	17		\$8,600		\$6,221		\$14,821			
Record Drawing preparation		3		6	\$1,245				\$1,245			
<b>Subtotal - Task H</b>	<b>2</b>	<b>46</b>	<b>24</b>	<b>6</b>	<b>\$12,180</b>		<b>\$6,221</b>		<b>\$18,401</b>			
<b>Total All Tasks</b>	<b>83</b>	<b>200</b>	<b>274</b>	<b>502</b>	<b>\$133,470</b>	<b>\$14,865</b>	<b>\$51,190</b>	<b>\$33,275</b>	<b>\$232,800</b>	<b>\$16,950</b>	<b>\$4,736</b>	<b>\$21,686</b>
<b>TOTAL FEE / BUDGET</b>									<b>\$232,800</b>			<b>\$21,686</b>
<b>TOTAL BASE + OPTIONAL FEE / BUDGET</b>									<b>\$254,486</b>			

**EXHIBIT 10-H COST PROPOSAL PAGE 1 OF 2**

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

Note: Mark-ups are Not Allowed

Consultant CSG Consultants, Inc.

Contract No. \_\_\_\_\_

Date 6/7/2016

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal Engineer	various	83	\$82.41	\$6,840.36
Senior Engineer	various	200	\$75.55	\$15,109.24
Associate Engineer	various	274	\$66.39	\$18,190.60
Assistant Engineer	various	502	\$57.23	\$28,730.44

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$68,870.65
b) Anticipated Salary Increases (see page 2 for sample)	\$110.19
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$68,980.84</b>

**FRINGE BENEFITS**

d) Fringe Benefits (Rate <u>27.29%</u> )	<b>e) Total Fringe Benefits</b>
	[(c) x (d)] <b>\$18,824.87</b>

**INDIRECT COSTS**

f) Overhead (Rate: <u>64.41%</u> )	g) Overhead [(c) x (f)]	\$44,430.56
h) General and Administrative (Rate: <u>6.49%</u> )	i) Gen & Admin [(c) x (h)]	\$4,476.86
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>	<b>\$67,732.29</b>

**FEE (Profit)**

q) (Rate: <u>10.03%</u> )	<b>k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]</b>	<b>\$13,707.40</b>
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**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)		\$0.56	\$0.00
m) Printing, plots			\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.			
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$104,066.00
	<b>p) Total Other Direct Costs [(l) + (m) + (n) + (o)]</b>		<b>\$104,066.00</b>
	<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>		<b>\$254,486.53</b>

NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant CSG Consultants, Inc. Contract No. \_\_\_\_\_ Date 6/7/2016

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 6/7/2016**

Direct Labor <u>Subtotal</u> per Cost Proposal \$68,870.65	Total Hours per Cost Proposal 1059	=	Avg Hourly Rate \$65.03	5 Year Contract Duration Year 1 Avg Hourly Rate
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**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$65.03	+	2%	=	\$66.33	Year 2 Avg Hourly Rate
Year 2	\$66.33	+	2%	=	\$67.66	Year 3 Avg Hourly Rate
Year 3	\$67.66	+	2%	=	\$69.01	Year 4 Avg Hourly Rate
Year 4	\$69.01	+	2%	=	\$70.39	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	92.00%	*	1059.0	=	974.3	Estimated Hours Year 1
Year 2	8.00%	*	1059.0	=	84.7	Estimated Hours Year 2
Year 3	0.00%	*	1059.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1059.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1059.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1059.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$65.03	*	974	=	\$63,360.99	Estimated Hours Year 1
Year 2	\$66.33	*	85	=	\$5,619.84	Estimated Hours Year 2
Year 3		*		=		Estimated Hours Year 3
Year 4		*		=		Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$68,980.84	
	Direct Labor Subtotal before Escalation			=	\$68,870.65	
	Estimated total of Direct Labor Salary Increase			=	<b>\$110.19</b>	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.



**EXHIBIT 10-H COST PROPOSAL PAGE 1 OF 2**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant W-Trans Contract No. \_\_\_\_\_ Date 5/16/2016

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal	Dalene J. Whitlock	19	\$88.00	\$1,672.00
Principal	Steve Fitzsimons	90	\$66.25	\$5,962.50
Associate Engineer	Sam Lam	84	\$42.25	\$3,549.00
CAD Designer	William Petkers	125	\$32.75	\$4,093.75
Technician/Admin	various	58	\$20.60	\$1,194.80

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$16,472.05
b) Anticipated Salary Increases (see page 2 for sample)	\$32.94
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$16,504.99</b>

**FRINGE BENEFITS**

d) Fringe Benefits (Rate <u>31.00%</u> )	<b>e) Total Fringe Benefits</b>
	[(c) x (d)] <b>\$5,116.55</b>

**INDIRECT COSTS**

f) Overhead (Rate: <u>96.00%</u> )	g) Overhead [(c) x (f)]	\$15,844.79
h) General and Administrative (Rate: <u>53.00%</u> )	i) Gen & Admin [(c) x (h)]	\$8,747.65
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>	<b>\$29,708.99</b>

**FEE (Profit)**

q) (Rate: <u>10.00%</u> )	<b>k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]</b>	<b>\$4,621.40</b>
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**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	350	\$0.60	\$210.00
m) Printing, plots	1	\$145.00	\$145.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.			\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$0.00
<b>p) Total Other Direct Costs [(l) + (m) + (n) + (o)]</b>			<b>\$355.00</b>

**TOTAL COST [(c) + (j) + (k) + (p)]** **\$51,190.38**

NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant W-Trans Contract No. \_\_\_\_\_ Date 5/16/2016

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 5/16/2016**

Direct Labor <u>Subtotal</u> per Cost Proposal \$16,472.05	Total Hours per Cost Proposal 376	=	Avg Hourly Rate \$43.81	5 Year Contract Duration Year 1 Avg Hourly Rate
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**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$43.81	+	2%	=	\$44.68	Year 2 Avg Hourly Rate
Year 2	\$44.68	+	2%	=	\$45.58	Year 3 Avg Hourly Rate
Year 3	\$45.58	+	2%	=	\$46.49	Year 4 Avg Hourly Rate
Year 4	\$46.49	+	2%	=	\$47.42	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	90.00%	*	376.0	=	338.4	Estimated Hours Year 1
Year 2	10.00%	*	376.0	=	37.6	Estimated Hours Year 2
Year 3	0.00%	*	376.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	376.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	376.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	376.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$43.81	*	338	=	\$14,824.85	Estimated Hours Year 1
Year 2	\$44.68	*	38	=	\$1,680.15	Estimated Hours Year 2
Year 3		*		=		Estimated Hours Year 3
Year 4		*		=		Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$16,504.99	
	Direct Labor Subtotal before Escalation			=	\$16,472.05	
	Estimated total of Direct Labor Salary Increase			=	\$32.94	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Pavement Engineering Inc. Contract No. \_\_\_\_\_ Date 06/07/16

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	William J. Long	17	\$ 120.00	\$ 2,040.00
Assistant Engineer	Alexandra Hayes	42	\$ 25.00	\$ 1,050.00
Dyna/Coring Tech.	Brett Long/Heather Ronneberg	48	\$ 63.45	\$ 3,045.60
Dyna/Coring Tvl	Brett Long/Heather Ronneberg	24	\$ 34.06	\$ 817.44
Lab Tech.	Bob Crews	8	\$ 23.65	\$ 189.20

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 7,142.24  
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00  
 c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 7,117.24

**FRINGE BENEFITS**

d) Fringe Benefits (Rate: 25.00% ) e) TOTAL FRINGE BENEFITS  
 [(c) x (d)] \$ 1,779.31

**INDIRECT COSTS**

f) Overhead (Rate: 45.00%) g) Overhead [(c) x (f)] \$ 3,202.76  
 h) General and Administrative (Rate: 28.60%) i) Gen & Admin [(c) x (h)] \$ 2,035.53  
 j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 7,006.35

**FEE (Profit)**

q) (Rate: 15.00% ) k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] \$ 2,118.54

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	420	\$ 0.75	\$ 315.00
m) Equipment Rental and Supplies (itemize)		\$	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.		\$	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	2	\$ 1,550.00	\$ 3,100.00

p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] \$ 3,415.00

TOTAL COST [(c) + (j) + (k) + (p)] \$ 19,375.28

NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

## Exhibit "C"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

#### **Deductibles and Self-Insured Retentions**

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

#### **Other Insurance Provisions**

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

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



5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

### **Claims Made Coverage**

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

### **Verification of Coverage**

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

**Exhibit "D"**

**Completed Federal Forms  
(Attached)**

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: CSG Consultants, Inc.

Indirect Cost Rate: 120.8% \* for fiscal period 2015

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sunnyvale

Contract Number: \_\_\_\_\_ Project Number: No. CML5213(051)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$5,000,000.00 and the number of states in which the firm does business is 1.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:



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

1. Local Agency: City of Sunnyvale 2. Contract DBE Goal: 20%  
 3. Project Description: Bikeway and Streetscape Project  
 4. Project Location: City of Sunnyvale  
 5. Consultant's Name: CSG Consultants, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Traffic Engineering Services	26209	W-Trans Steve Fitzsimons, Principal (650) 314-8313	20%
<b>Local Agency to Complete this Section</b>			<b>11. TOTAL CLAIMED DBE PARTICIPATION</b> 20%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
_____ 20. Local Agency Representative's Signature      21. Date  _____ 22. Local Agency Representative's Name      23. Phone  _____ 24. Local Agency Representative's Title			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">                     _____                      12. Preparer's Signature                      Cyrus Kianpour, PE, PLS                      _____                      14. Preparer's Name                      President                      _____                      16. Preparer's Title                 </div> <div style="width: 45%;">                     _____                      13. Date                      6/7/2016                      _____                      15. Phone                      (650) 522-2500                 </div> </div>

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.

**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 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. 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. 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.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. 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: 20%  
 3. Project Description: Bikeway and Streetscape Project  
 4. Project Location: City of Sunnyvale  
 5. Consultant's Name: CSG Consultants, Inc. 6. Prime Certified DBE:  7. Total Contract Award Amount: \$254,486  
 8. Total Dollar Amount for **ALL** Subconsultants: \$104,066 9. Total Number of **ALL** Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Traffic Engineering Services	26209	W-Trans Steve Fitzsimons, Principal (650) 314-8313	\$51,190
<b>Local Agency to Complete this Section</b>			\$51,190
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>  20%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  _____ 23. Local Agency Representative's Signature      24. Date  _____ 25. Local Agency Representative's Name      26. Phone  _____ 27. Local Agency Representative's Title			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 Cyrus Kianpour, PE, PLS      (650) 522-2500 _____ 17. Preparer's Name      18. Phone President _____ 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.



EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p><b>1. Type of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. contract          b. grant          c. cooperative agreement          d. loan          e. loan guarantee          f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. bid/offer/application          b. initial award          c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input checked="" type="checkbox"/> a. initial          b. material change</p> <p><b>For Material Change Only:</b>          year _____ quarter _____          date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input checked="" type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee          Attached Sheet              Tier _____, if known</p> <p>Congressional District, if known 17</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b>          Department of Transportation, FHWA</p>	<p><b>7. Federal Program Name/Description:</b>          TDA, OBAG          CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b>          CML 5213 (051)</p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>          See Attached</p>	<p><b>11. Individuals Performing Services</b>          See Attached</p>	
(attach Continuation Sheet(s) if necessary)		
<p><b>12. Amount of Payment (check all that apply)</b>          \$ 254,486      <input type="checkbox"/> actual      <input checked="" type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input checked="" 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 _____</p>	
<p><b>13. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input checked="" type="checkbox"/> b. in-kind; specify: nature <u>Check</u>          Value _____</p>		
<p><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 11:</b>          See Attached Sheet</p>		
<p><b>16. Continuation Sheet(s) attached:</b>      Yes <input checked="" type="checkbox"/>      No <input type="checkbox"/> (attach Continuation Sheet(s) if necessary)</p>		
<p><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></p>		
	<p>Signature: <u></u></p> <p>Print Name: <u>Cyrus Kianpour</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>650-522-2500</u>      Date: <u>6/7/2016</u></p>	
<p>Authorized for Local Reproduction          Standard Form - LLL</p>		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

CSG Consultants, Inc.  
Request for Proposal No. F16-57  
Fair Oaks Avenue Bikeway and Streetscape Project  
Federal Project No. CML5213 (051)

**Exhibit 10-Q Disclosure of Lobbying Activities  
(Continuation Sheet)**

Responses to the questions correspond to the number on Exhibit 10-Q.

**4. Name and Address of Reporting Entity:**

City of Sunnyvale  
650 West Olive Avenue  
PO Box 3707  
Sunnyvale, CA 94088

**8. Federal Action Number:**

RFP No. F16-57  
Federal Number CML 5213 (051)

**10. Name and Address of Lobby Entity**

CSG Consultants, Inc.  
550 Pilgrim Drive  
Foster City, CA 94404

**11. Individuals Performing Services**

All work will be provided from the office listed in #10  
Ahmed, Hatem  
Fisher, Michael  
Buck, Merrill  
Truong, Sophie  
Sheehan, Katherine  
Simeon, Allan  
Abdollahi, Amir

**15. Brief Description of Services Performed:**

Engineering design services