

**DRAFT FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN  
THE CITY OF SUNNYVALE AND MRF DESIGNS LLC**

This First Amendment to Consultant Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation for the state of California, and MRF DESIGNS LLC ("CONSULTANT"), a limited liability company.

WHEREAS, the CITY and CONSULTANT entered into an Agreement on 03/07/2025, whereby CONSULTANT would continue to provide specialized services for the completion of services commenced under Purchase Agreement (PA0002837), which included evaluation of RFP proposals received related to the NextGen facility equipment upgrade project at the SMaRT Station (Phase I) and detailed pre-engineering evaluation of the selected proposal prior to construction (Phase II); and

WHEREAS, the CITY and CONSULTANT now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE CITY AND AGENCY ENTER INTO THIS FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Section 1 entitled "Services by CONSULTANT" is hereby amended to read as follows:

1. Services by CONSULTANT

[Replace this section with the following:]

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and Exhibit "A-1" entitled "Additional 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. Section 2 entitled "Term and Scope of Services" is hereby amended, in part, to read as follows:

2. Term and Scope of Services

[ Replace the first sentence of this section with the following:]

The term of this Agreement shall be from March 7, 2025, through December 31, 2027, unless otherwise terminated in accordance with Section 17 below.

3. Section 4 entitled "Compensation" is hereby amended to read as follows:

4. Compensation

[Replace this section with the following:]

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B" and Exhibit "B-1". Total compensation under this Agreement together with the Purchase Agreement shall not exceed Three Hundred Seventy-Two Thousand Eight Hundred Fifty and No/100 Dollars (\$372,850.00). Any increase in the maximum compensation shall require a written amendment to this Agreement.

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.

4. Exhibit "A-1," entitled "Additional Scope of Work," is attached hereto and incorporated into this Agreement.
5. Exhibit "B-1," entitled "Compensation Schedule," is attached hereto and incorporated into this Agreement.
6. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

CITY OF SUNNYVALE ("CITY")

MRF DESIGNS LLC ("CONSULTANT")

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

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

APPROVED AS TO FORM:

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

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

ATTEST:

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

## **EXHIBIT "A-1"** **ADDITIONAL SCOPE OF WORK**

### **Phase III – Engineering & Project Management Support During Construction**

Services shall include at minimum:

1. **Project Coordination**  
Coordination between the City, BHS Provider, General Contractor, JRMA, Civil, Electrical contractors, manufacturers, and other stakeholders to ensure proper integration and execution of the BHS system during construction.
2. **Monitoring of Deliverables and Progress**  
Review and monitor fabrication progress, equipment deliveries, installation activities, and commissioning milestones in accordance with the approved project schedule.
3. **Engineering Support for Design Issues**  
Provide assistance in identifying and resolving design errors, system interferences, constructability issues, and other technical matters arising during fabrication and installation.
4. **Drawing Review**  
Review and provide comments on engineering documentation including:
  - Overall Layout Drawings
  - Fabrication Drawings
  - Installation Drawings
  - System interface drawings
5. **Project Schedule Review**  
Review and monitor the project schedule including fabrication, shipping, installation, startup, commissioning, and testing activities.
6. **Installation Sequence Review**  
Review and provide input on proposed installation sequences to ensure safe, efficient, and coordinated installation of the BHS system.
7. **Change Order Review**  
Provide technical and commercial review support to the City for change orders, scope modifications, and cost impacts related to the BHS system.
8. **Punch List Management**  
Assist the City in the preparation, review, and follow-up of punch list items including:
  - Punch List #1 – During Construction
  - Punch List #2 – Startup Phase
  - Punch List #3 – Post-Startup / Final Completion

**9. Operations & Maintenance Documentation Review**

Review and provide comments on Operations and Maintenance (O&M) manuals provided by the BHS supplier and other equipment manufacturers.

**10. Spare Parts Review**

Review spare parts lists including:

- Emergency spare parts
- Recommended spare parts by operating hours
- Associated pricing and quantities

**11. As-Built Documentation**

Review and verify the completeness of As-Built drawings including system layouts and Bill of Materials (BOM).

**12. Contractor Technical Assistance**

Provide technical coordination and assistance to other contractors involved in the project including JRMA, Civil, Electrical, and equipment manufacturers as required.

**13. Training Support**

Provide assistance during operational and maintenance training sessions to support the City and operations staff.

**14. Startup and Commissioning Support**

Provide technical support during system startup and commissioning including dry testing and wet testing activities.

**15. Testing Support**

Assist in monitoring system testing, performance verification, and troubleshooting of issues identified during testing.

**16. Additional Technical Support**

Provide additional engineering and project management support as required by the City during the construction phase.

**EXHIBIT "B-1"**  
**COMPENSATION SCHEDULE**

Phase I	\$74,000
Phase II	\$158,760
Phase III	\$140,090
Total	\$372,850

## SCHEDULE OF PAY RATES | Hourly Billing Rates

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Enclosed are 2025 Hourly Billable Rates for MRF Designs LLC. The rates listed below do not include Reimbursable Expenses. The hourly rate is for work performed during normal office hours. Work specifically requested during overtime hours will be charged at 1.5 times the above rate.

Mechanical Engineer Consultant | Owner:      **\$200 per hour (USD)**

Include the following:

Phone, Computer, AutoCAD 2D (Light Version), Microsoft Products (Excel, Word, Powerpoint & Microsoft Team), Internet, Electricity, Printing Paper (8 1/2"x11" and 11"x17"), Laser & Other Measurement Devices.

Exclude the following:

Subcontractors (ex: 3D Drafting/Rendering), Structural PE Engineering Work, Electrical PE Engineering Work, Testing laboratories, Delivery Packages (FEDEX, UPS or others), Inspection, any City or County fees.

Reimbursable Expenses | Charge at Cost:

Expense Description	Charge
1. Mileage for personal car	Current IRS rate per mile
2. Local travel (parking, train, metro, tolls & others)	As incurred
3. Airfare & train fare	As incurred
4. Hotel, meals & others	As incurred
5. Car rental, insurance, gas & others	As incurred
6. International phone call	As incurred
7. Graphics & arts	As incurred
8. Large plot drawing (ex: Arch D Size)	As incurred

**City of Sunnyvale NexGEN MRF | Phase 3: Construction | Owner Assistance**  
**MRF Designs LLC | 2/18/2026 | Confidential**

**Engineering Consultation Fees**

CAT #	Item #	Qty	Description	Staff	Location		Hours		Rate	Cost
					Site	Office	Qty	Total		
1			<b>Review, Assessment &amp; Reporting   Construction Phase 3</b>							
	1	48	Engineering & Project Management supporting City for the Construction Phase In BHS schedule it starts 05/02/2025 (line 55   Start Fabrication) to 04/06/2026 (line 77   Acceptance Test) so 11 months Included is 8 hours of weekly <u>office work</u> for 11 Months  It will include following tasks/topics (minimum): Coordination between Provider BHS and City   Others Monitor Deliverables and Progress Assistance in Solving Design Errors, Interferences and any Site Issues Overall Layout Drawing   Fabrication Drawing   Installation Drawing Project Schedule Installation Sequence Change Order (Technical & Commercial) Upgrades   Adds On Punch List #1 (During Construction, #2 (Start Up) and #3 (Weeks after Startup) O&M Manuals Review and Approval (Provider and all Others) Spare Parts List (Emergency   by Number of Hours #) with Pricing As-Built Drawings supply with BOM Assistance to Other Contractors (JRMA   Civil   Electrical   Manufacturers) Assistance during Training Support Start Up   Commissioning (Dry and Wet) Support Testing Value Engineering as needed Others as needed	1		X	8	384	\$200	\$76,800

**Sub-Total 1: \$76,800**

**Estimated Travel Fees & Work Hours at Client Site | 10 Trips at Job Site (on site every 4 Weeks for 10 Months)**

CAT #	Item #	Qty	Description	Staff	Location		Each / Total		Rate	Cost
					Travel	Office	Qty	Total		
2	1	10	Job Site Support as Engineer Owner at Job Site (2 Full Days per Trip: 16 Hours per Trip) for Job Site review (existing) and meeting with City JRMA BHS Speciality Others	1	X		16	160	\$200	\$32,000
	2	10	Travel time from San Diego to Sunnyvale to San Diego (going in & out)	1	X		8	80	\$150	\$12,000
	3	10	Airfare (as incurred   cost)	1	X		1	10	\$525	\$5,250
	4	10	Hotel night (as incurred   cost)	1	X		2	20	\$250	\$5,000
	5	10	Rental car & gas (as incurred cost)	1	X		3	30	\$175	\$5,250
	6	10	Food (during travel per day or at cost)	1	X		3	30	\$75	\$2,250
	7	20	Personnal mileage car from Office to Airport (IRS Rate   per mile)	1	X		25	500	\$0.67	\$335
	8	10	Airport parking San Diego, CA	1	X		3	30	\$40	\$1,200

**Sub-Total 2: \$63,290**

**Total Cost: \$140,090**

**Total Overall Number of Work Hours: 624**