

**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN
CITY OF SUNNYVALE AND MARK THOMAS & COMPANY FOR THE CARIBBEAN DRIVE
PARKING AND TRAIL ACCESS ENHACEMENTS PROJECT**

This First Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and MARK THOMAS & COMPANY ("CONSULTANT").

WHEREAS, on May 29, 2017, CITY and CONSULTANT entered into a Consultant Services Agreement to provide professional services necessary for development of a safe and efficient design, preparation of bid documents for Public Works competitive bidding, and construction support for the Caribbean Drive Parking and Trail Access Enhancements project in conjunction with Request for Proposal F17-041; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Services by CONSULTANT

Replace the first sentence 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".

2. Notice to Proceed/Completion of Services

Replace paragraph (b) with the following:

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A" and Exhibit "A-1," 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 Additional Scope of Work (Exhibit "A-1"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance

Replace this section with the following:

The term of this Agreement will be from contract execution through the duration of the construction of the Caribbean Drive Parking and Trail Access Enhancement Project, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibits "A" and "A-1".

4. Payment of Fees and Expenses

Replace the paragraph with the following:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule" and Exhibit "B-1" entitled "Additional

Compensation Schedule.” All compensation will be based on monthly billings as provided in Exhibit "B" and Exhibit "B-1." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" and Exhibit "B-1" for each phase, and shall include base services as identified in Exhibit "A" an amount not-to-exceed One Hundred Fifty Nine Thousand Seven Hundred Twenty Seven and No/Dollars (\$159,727.00), for the duration of the contract, and optional services in an amount not to exceed One Hundred Fifty Nine Thousand Nine Hundred Thirty Five and No/Dollars (\$159,935.00) for the duration of the contract, and the services identified in Exhibit "A-1" an amount not-to-exceed Seventy Five Thousand and No/100 Dollars (\$75,000.00). In no event shall the total amount of compensation payable under this agreement exceed the sum of Three Hundred Ninety Four Thousand Six Hundred Sixty Two and No/100 Dollars (\$394,662.00) 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.

8. Standard of Workmanship

Replace the first sentence of the second paragraph with the following:

The plans, designs, specifications, estimates, calculations reports, and other documents furnished under the Scope of Work (Exhibit "A" and "A-1") shall be of a quality acceptable to CITY.

17. Notices

Replace the first paragraph with the following:

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: Allison Boyer, Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: MARK THOMAS & COMPANY
Attn: Sasha Dansky
2290 N. First Street, Suite 304
San Jose, CA 95131

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

MARK THOMAS & COMPANY
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

EXHIBIT A-1
ADDITIONAL SCOPE OF WORK - RE-DESIGN SERVICES

TASK A. PROJECT MANAGEMENT

Task A.4. Quality Assurance/Quality Control

Mark Thomas will continue to perform quality assurance and quality control consistent with the original scope but this additional work will cover the 95% and 100% Re-Design submittals.

Task A.8. Project Management and Coordination

Mark Thomas will continue to provide ongoing general project management and coordination. General project management will also include organizing and maintaining files and records to track correspondence, contractual matters, data requests, transmittals and other pertinent data.

Mark Thomas will prepare monthly status spreadsheets with each invoice submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent-to-date, amount spent this period, and percentage spent-to-date for each task. Accompanying the spreadsheet will be a brief written summary of work (typically one page long) that has been accomplished in the previous month, anticipated work for the next month.

Mark Thomas will coordinate design activities with consultant team members and stakeholders through regular communication via telephone calls, emails and other correspondence. We will also prepare, update, maintain and distribute a CPM schedule for task order activities. Schedule updates will be distributed monthly. Mark Thomas will also attend the regularly scheduled bi-weekly check-in meetings as appropriate.

Deliverable(s):

- Monthly progress reports and invoices
- Monthly CPM schedule updates
- Meeting Attendance w/ agendas and minutes
- *All deliverables to be submitted in pdf format*

TASK B. DESIGN DEVELOPMENT

Task B.4. 95% Re-Design

Mark Thomas will prepare 95% plans based on the City Council-approved preferred alternative. The plans will require updating all previously prepared plan sheets, including title, general notes, typical cross sections, key map, layouts, construction details, drainage plans, drainage profiles, drainage details, utility plans, stage construction plans, pavement delineation and sign plans, irrigation plans, planting plans, and irrigation and planting details as well as coordinating with PG&E; designing relocations of existing features as needed (e.g. recycled water line appurtenance, fence) updating cost estimates, and technical specifications. Mark Thomas survey crews will also perform supplemental topographic surveys to capture data within areas that were added to the project limits based on the new geometric layout.

Deliverable(s):

- 95% Re-Design Plans, Specifications and Estimate
- All deliverables to be submitted as follows:
 - Electronically in PDF
 - 8 hardcopies, including 2 full-size plan sets and 6 half-size plan sets

Task B.5. 100% Re-Design

After receiving one set of consolidated comments from the City on the 95% Re-Design, Mark Thomas will respond to comments and update the plans, specifications and estimate. Mark Thomas will also update the conceptual construction schedule.

Deliverable(s):

- 100% Re-Design Plans, Specifications and Estimate
- Updated Construction Schedule
- All deliverables to be submitted as follows:
 - Electronically in PDF and CAD
 - 8 hardcopies, including 2 full-size plan sets and 6 half-size plan sets

TASK D. BIDDING SERVICES


There is no change from the original scope of work. The budget was previously reallocated to cover other additional tasks and we are now replenishing the budget back to original contract levels.

TASK E. CONSTRUCTION SUPPORT SERVICES

There is no change from the original scope of work. The budget was previously reallocated to cover other additional tasks and we are now replenishing the budget back to original contract levels.

Exhibit B-1
Additional Compensation Schedule

COST PROPOSAL FOR PROJECT SCOPE - City of Sunnyvale: Caribbean Drive - Re-Design Services

	Mark Thomas											
	Principal \$252	Engineering Manager \$225	Engineer X \$205	Engineer III \$118	Engineer II \$106	Engineer Technician I \$85	Project Coordinator II \$98	Project Surveyor II \$130	2 Person Field Party and Vehicle \$270	Total Hours	Other Direct Costs	Total MT Cost
A Project Management												
A.4 Quality Assurance/Quality Control		8								8		\$1,800
A.8 Project Management & Coordination	40						20			60	172	\$12,212
Subtotal Phase A	40	8	0	0	0	0	20	0	0	68	172	\$14,012
B Design Development												
B.4 95% Re-Design	16		16	64	80	40	4	8	20	248		\$33,576
B.5 100% Re-Design	4		8	24	40	24	4			104		\$12,152
Subtotal Phase B	20	0	24	88	120	64	8	8	20	352	0	\$45,728
D Bidding Services												
D. Bidding Services	8				4					12		\$2,440
Subtotal Phase D	8	0	0	0	4	0	0	0	0	12	0	\$2,440
E Construction Support Services												
E. Construction Support Services	8	8	20	20	24					80		\$12,820
Subtotal Phase E	8	8	20	20	24	0	0	0	0	80	0	\$12,820
TOTAL HOURS	76	16	44	108	148	64	28	8	20	512	172	
TOTAL COST	\$19,152	\$3,600	\$9,020	\$12,744	\$15,688	\$5,440	\$2,744	\$1,040	\$5,400			\$75,000