



# City of Sunnyvale

## Notice and Agenda City Council

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Tuesday, March 5, 2019

5:30 PM

Council Chambers, City Hall, 456 W. Olive  
Ave., Sunnyvale, CA 94086

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**Special Meeting: Study Session - 5:30 PM | Regular Meeting - 7 PM**

### **5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)**

**1 Call to Order in the Council Chambers (Open to the Public)**

**2 Roll Call**

**3 Public Comment**

**4 Study Session**

[19-0186](#)

Update on Downtown Specific Plan Amendment  
Location: Council Chambers

**5 Adjourn Special Meeting**

### **7 P.M. COUNCIL MEETING**

*Pursuant to Council Policy, City Council will not begin consideration of any agenda item after 11:30 p.m. without a vote. Any item on the agenda which must be continued due to the late hour shall be continued to a date certain. Information provided herein is subject to change from date of printing of the agenda to the date of the meeting.*

### **CALL TO ORDER**

*Call to Order in the Council Chambers (Open to the Public)*

### **SALUTE TO THE FLAG**

### **ROLL CALL**

### **SPECIAL ORDER OF THE DAY**

[19-0014](#)

SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office

for Board and Commission Members

[19-0286](#)

SPECIAL ORDER OF THE DAY - Women's History Month

[19-0287](#)

SPECIAL ORDER OF THE DAY - Arbor Day Celebration and Proclamation

### **ORAL COMMUNICATIONS**

*This category provides an opportunity for members of the public to address the City Council on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Mayor) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow the Council to take action on an item not listed on the agenda. If you wish to address the Council, please complete a speaker card and give it to the City Clerk. Individuals are limited to one appearance during this section.*

### **CONSENT CALENDAR**

*All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please submit a speaker card to the City Clerk prior to the start of the meeting or before approval of the consent calendar.*

- 1.A [19-0212](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

**Recommendation:** Approve the list(s) of claims and bills.

- 1.B [19-0245](#) Approve Budget Modification No. 23 in the Amount of \$45,000 and modify the scope for the One-Stop Permit Center Project 831530 and Find that the Action is Exempt from CEQA

**Recommendation:** Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15061(b)(3)) and approve Budget Modification No. 23 in the amount of \$45,000 with a modified project scope to provide funding for new Building Division workstations and a reorganization of the One-Stop Permit Center.

- 1.C [19-0145](#) Award of Bid No. PW19-08 to Kevin Johnson Painting for Repaint Street Light Poles 2018 Rebid and Finding of California Environmental Quality Act (CEQA) Categorical

## Exemption

**Recommendation:** 1) Make a finding of a California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301(d); 2) award a contract in substantially the same form as Attachment 2 to the report in the amount of \$147,825 to Kevin Johnson Painting for Repaint Street Light Poles 2018 Rebid, and authorize the City Manager to execute the contract when all necessary conditions have been met; and; 3) approve a 10% construction contingency in the amount of 14,783.

**1.D**     [18-0626](#)

Award of Contract for Consultant Services for Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan (F18-218)

**Recommendation:** 1) Award a contract to Alta Planning + Design to develop the Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan in an amount not to exceed \$411,264, and in substantially the same form as Attachment 2 to the report, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) approve a contract contingency in the amount of \$41,126.

**1.E**     [19-0305](#)

Appoint Councilmember Fong as Official City Representative on Delegation Trip to Taiwan with the Taipei Economic and Cultural Office (TECO) of San Francisco

**Recommendation:** Staff makes no recommendation.

**1.F**     [19-0336](#)

Adopt Ordinance No. 3142-19 to amend various sections of Title 19 (Zoning) of the Sunnyvale Municipal Code Relating to Useable Open Space

**Recommendation:** Adopt Ordinance No. 3142-19.

**PUBLIC HEARINGS/GENERAL BUSINESS**

*If you wish to speak to a public hearing/general business item, please fill out a speaker card and give it to the City Clerk. You will be recognized at the time the item is being considered by Council. Each speaker is limited to a maximum of three minutes. For land-use items, applicants are limited to a maximum of 10 minutes for opening comments and 5 minutes for closing comments.*

- 2      [19-0147](#)      Approve the 2018 Annual Progress Report on Implementation of the General Plan Housing Element

**Recommendation:** Alternative 1: Approve the 2018 Housing Element Annual Progress Report (Attachment 1 of the report) and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

- 3      [19-0091](#)      Award of Bid No. PW19-06 to Redgwick Construction Company for the Maude Avenue Bikeway and Streetscapes Re-Bid, Finding of California Environmental Quality Act (CEQA) Categorical Exemption, Approve Budget Modification No. 20 in the Amount of \$222,865, and Approve an Increase to the Contingency for Design Services with Kimley-Horn and Associates (F16-108)

**Recommendation:** Alternative 1: Take the following actions:

- o Make a finding of a California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301(a)
- o Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$1,022,140.10 to Redgwick Construction Company of Oakland for the Maude Avenue Bikeway and Streetscapes Re-Bid
- o Authorize the City Manager to execute the contract when all necessary conditions have been met
- o Approve a 10% construction contingency in the amount of \$102,214
- o Approve Budget Modification No. 20 to appropriate an additional in \$222,865 grant funds from the Department of Transportation -One Bay Area Grant
- o Approve a \$10,000 increase to the contingency for design and construction support services for Kimley-Horn and Associates.

## **COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS**

## **NON-AGENDA ITEMS & COMMENTS**

-Council

**-City Manager****INFORMATION ONLY REPORTS/ITEMS**

<a href="#"><u>19-0302</u></a>	Tentative Council Meeting Agenda Calendar
<a href="#"><u>19-0303</u></a>	Information/Action Items
<a href="#"><u>19-0304</u></a>	Board/Commission Meeting Minutes
<a href="#"><u>19-0297</u></a>	Notice of Public Works Director's Decision on Final Maps (Information Only)

**ADJOURNMENT****NOTICE TO THE PUBLIC**

*The agenda reports to council (RTCs) may be viewed on the City's website at [sunnyvale.ca.gov](http://sunnyvale.ca.gov) after 7 p.m. on Thursdays or at the Sunnyvale Public Library, 665 W. Olive Ave. as of Fridays prior to Tuesday City Council meetings. Any agenda related writings or documents distributed to members of the City of Sunnyvale City Council regarding any open session item on this agenda will be made available for public inspection in the Office of the City Clerk located at 603 All America Way, Sunnyvale, California during normal business hours and in the Council Chamber on the evening of the Council Meeting, pursuant to Government Code §54957.5. Please contact the Office of the City Clerk at (408) 730-7483 for specific questions regarding the agenda.*

*PLEASE TAKE NOTICE that if you file a lawsuit challenging any final decision on any public hearing item listed in this agenda, the issues in the lawsuit may be limited to the issues which were raised at the public hearing or presented in writing to the Office of the City Clerk at or before the public hearing. PLEASE TAKE FURTHER NOTICE that Code of Civil Procedure section 1094.6 imposes a 90-day deadline for the filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure 1094.5.*

*Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Office of the City Clerk at (408) 730-7483. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.160*

(b) (1))

**Planning a presentation for a City Council meeting?**

*To help you prepare and deliver your public comments, please review the "Making Public Comments During City Council or Planning Commission Meetings" available on the City website at [sunnyvale.ca.gov](http://sunnyvale.ca.gov).*

**Planning to provide materials to Council?**

*If you wish to provide the City Council with copies of your presentation materials, please provide 12 copies of the materials to the City Clerk (located to the left of the Council dais). The City Clerk will distribute your items to the Council.*

**Upcoming Meetings**

*Visit <https://sunnyvaleca.legistar.com> for upcoming Council, board and commission meeting information.*



# City of Sunnyvale

## Agenda Item

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**19-0186**

**Agenda Date: 3/5/2019**

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Update on Downtown Specific Plan Amendment  
Location: Council Chambers



# City of Sunnyvale

## Agenda Item

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**19-0014**

**Agenda Date:** 3/5/2019

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SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members





# City of Sunnyvale

## Agenda Item

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**19-0286**

**Agenda Date:** 3/5/2019

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SPECIAL ORDER OF THE DAY - Women's History Month



# City of Sunnyvale

## Agenda Item

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**19-0287**

**Agenda Date:** 3/5/2019

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SPECIAL ORDER OF THE DAY - Arbor Day Celebration and Proclamation



# City of Sunnyvale

## Agenda Item

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19-0212

Agenda Date: 3/5/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

#### **BACKGROUND**

Pursuant to Sunnyvale Charter Section 802(6), the City Manager has approved for payment claims and bills on the following list(s); and checks have been issued.

<u>List No.</u>	<u>Date</u>	<u>Total Disbursements</u>
960	02-10-19 through 02-16-19	\$2,150,595.72

Payments made by the City are controlled in a variety of ways. In general, payments are reviewed by the appropriate City staff for compliance with the goods or services provided. Any discrepancies are resolved and re-submitted for payment. Different levels of dollar amounts for payments require varying levels of approval within the organization. Ultimately payments are reviewed and processed by the Finance Department. Budgetary control is set by Council through the budget adoption resolution.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

#### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

#### **RECOMMENDATION**

Approve the list(s) of claims and bills.

Prepared by: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

#### **ATTACHMENTS**

1. List(s) of Claims and Bills Approved for Payment



2/20/2019

City of Sunnyvale

**LIST # 960**

Page 1

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 2/10/2019 through 2/16/2019**

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx310861	2/12/19	22ND CENTURY TECHNOLOGIES INC	42229	Professional Services	4,400.00	0.00	4,400.00	<b>\$4,400.00</b>
xxx310862	2/12/19	4LEAF INC	J3567Q	Consultants	23,465.00	0.00	23,465.00	<b>\$23,465.00</b>
xxx310863	2/12/19	ALLIES	ELL-20	Contracts/Service Agreements	11,769.18	0.00	11,769.18	<b>\$11,769.18</b>
xxx310864	2/12/19	ACUSHNET CO	906890500	Inventory Purchase	1,815.62	35.52	1,780.10	<b>\$1,780.10</b>
xxx310865	2/12/19	AMFASOFT CORP	DIAGOR-01	DED Services/Training - Training	5,310.00	0.00	5,310.00	<b>\$5,310.00</b>
xxx310866	2/12/19	APPLIED INDUSTRIAL TECHNOLOGIES	7015220454	Miscellaneous Equipment Parts & Supplies	703.29	0.00	703.29	<b>\$1,041.50</b>
			7015240345	Miscellaneous Equipment Parts & Supplies	338.21	0.00	338.21	
xxx310867	2/12/19	BAE URBAN ECONOMICS	2276-DEC18	Consultants	999.00	0.00	999.00	<b>\$999.00</b>
xxx310868	2/12/19	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006254175-RE	Advertising Services	165.00	0.00	165.00	<b>\$542.00</b>
			0006259107-RE	Advertising Services	377.00	0.00	377.00	
xxx310869	2/12/19	BAY COUNTIES WASTE SERVICES	027506	Recycling Services	54,745.51	0.00	54,745.51	<b>\$54,745.51</b>
xxx310870	2/12/19	BILL WILSON CENTER	111518	Professional Services	200.00	0.00	200.00	<b>\$200.00</b>
xxx310871	2/12/19	BOUND TREE MEDICAL LLC	83100330	Inventory Purchase	2,334.78	0.00	2,334.78	<b>\$2,334.78</b>
xxx310872	2/12/19	BRIGHTVIEW TREE CARE SERVICES	6071705	Services Maintain Land Improv	2,088.00	0.00	2,088.00	<b>\$10,266.00</b>
			6071708	Services Maintain Land Improv	4,437.00	0.00	4,437.00	
			6071833	Services Maintain Land Improv	1,218.00	0.00	1,218.00	
			6071834	Services Maintain Land Improv	261.00	0.00	261.00	
			6071838	Services Maintain Land Improv	783.00	0.00	783.00	
			6071839	Services Maintain Land Improv	870.00	0.00	870.00	
			6071840	Services Maintain Land Improv	609.00	0.00	609.00	
xxx310873	2/12/19	BUCKLES-SMITH ELECTRIC CO	1912989-00	Electrical Parts & Supplies	42.24	0.00	42.24	<b>\$423.35</b>
			3130006-00	Electrical Parts & Supplies	381.11	0.00	381.11	
xxx310874	2/12/19	CHEVORLET OF STEVENS CREEK	2617287	Automotive Maintenance & Repair Labor	570.00	0.00	570.00	<b>\$570.00</b>
xxx310875	2/12/19	CHIU FEN CHEN	63466-2877054	DED Services/Training - Books	81.82	0.00	81.82	<b>\$81.82</b>
xxx310876	2/12/19	CORIX WATER PRODUCTS US INC	17813034425	Construction Services	326.93	0.00	326.93	<b>\$21,325.40</b>
			17813036534	Construction Services	303.02	0.00	303.02	
			17813037278	Water Meters	2,436.03	0.00	2,436.03	
			17813037281	Construction Services	15,094.19	0.00	15,094.19	
			17913000666	Water Backflow Valves	3,165.23	0.00	3,165.23	

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xxx310877	2/12/19	CUNNINGHAM ELECTRIC INC	9305	Facilities Maint & Repair - Labor	500.00	0.00	500.00	<b>\$1,530.00</b>
			9305	Facilities Maint & Repair - Materials	730.00	0.00	730.00	
			9306	Facilities Maintenance & Repair Labor	300.00	0.00	300.00	
xxx310878	2/12/19	D W NICHOLSON CORP	11100	Salaries - Contract Personnel	17,801.15	0.00	17,801.15	<b>\$17,801.15</b>
xxx310879	2/12/19	DELL MARKETING LP	10294647424	Computer Hardware	3,956.42	0.00	3,956.42	<b>\$3,917.42</b>
			60113315316	Hardware Maintenance	-39.00	0.00	-39.00	
xxx310880	2/12/19	DOWNTOWN FORD SALES	309023	Parts, Vehicles & Motor Equip	35,437.27	0.00	35,437.27	<b>\$70,874.54</b>
			309239	Parts, Vehicles & Motor Equip	35,437.27	0.00	35,437.27	
xxx310881	2/12/19	EUPHRAT MUSEUM OF ART	212	Rec Instructors/Officials	533.33	0.00	533.33	<b>\$533.33</b>
xxx310882	2/12/19	FBD VANGUARD CONSTRUCTION INC	SFERTS2SCHL#05	Construction Services	29,625.27	0.00	29,625.27	<b>\$29,625.27</b>
xxx310883	2/12/19	FEDEX	6-441-61205	Mailing & Delivery Services	7.10	0.00	7.10	<b>\$7.10</b>
xxx310884	2/12/19	FERGUSON ENTERPRISES INC	1407760	Water Meter Boxes, Vaults, and Lids	20,928.00	0.00	20,928.00	<b>\$20,792.25</b>
			CM121400	Water Backflow Valves	-29.47	0.00	-29.47	
			CM121486	Construction Services	-106.28	0.00	-106.28	
xxx310885	2/12/19	FIX AIR	3039292	Bldg Maint Matls & Supplies	832.70	0.00	832.70	<b>\$832.70</b>
xxx310886	2/12/19	FLEETPRIDE INC	19989716	Inventory Purchase	235.48	0.00	235.48	<b>\$235.48</b>
xxx310887	2/12/19	FREMONT UNION HIGH SCHOOL DISTRICT	19-299	Real Property Rental/Lease	83,411.63	0.00	83,411.63	<b>\$83,411.63</b>
xxx310888	2/12/19	FREMONT UNION HIGH SCHOOL DISTRICT	V190113	DED Services/Training - Training	355.50	0.00	355.50	<b>\$355.50</b>
xxx310889	2/12/19	GALE/CENGAGE LEARNING	66284959	Library Acquisitions, Books	28.77	0.00	28.77	<b>\$28.77</b>
xxx310890	2/12/19	GARDA	10460827	Financial Services	4,380.32	0.00	4,380.32	<b>\$4,380.32</b>
xxx310891	2/12/19	HDR ENGINEERING INC	1200161174	Engineering Services	36,238.45	0.00	36,238.45	<b>\$45,511.11</b>
			1200167070	Engineering Services	9,272.66	0.00	9,272.66	
xxx310892	2/12/19	HACK THE HOOD	1047	Contracts/Service Agreements	1,477.19	0.00	1,477.19	<b>\$1,477.19</b>
xxx310893	2/12/19	HYBRID COMMERCIAL PRINTING INC	26751	Printing & Related Services	397.85	0.00	397.85	<b>\$397.85</b>
xxx310894	2/12/19	IBI GROUP	0010001514	Engineering Services	16,748.06	0.00	16,748.06	<b>\$16,748.06</b>
xxx310895	2/12/19	ID WHOLESALER	1542207	Bldg Maint Matls & Supplies	219.00	0.00	219.00	<b>\$219.00</b>
xxx310896	2/12/19	IMAGEX	217020	Printing & Related Services	11,679.64	0.00	11,679.64	<b>\$12,510.48</b>
			217201	Printing & Related Services	830.84	0.00	830.84	
xxx310897	2/12/19	JOHNSON ROBERTS & ASSOC INC	108205	Investigation Expense	300.00	0.00	300.00	<b>\$300.00</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 2/10/2019 through 2/16/2019**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx310898	2/12/19	KIMLEY HORN & ASSOC INC	12744885	Consultants	16,108.40	0.00	16,108.40	<b>\$19,037.20</b>
			12943451	Consultants	2,928.80	0.00	2,928.80	
xxx310900	2/12/19	KONECRANES INC	152182983	Equipment Maintenance & Repair Labor	945.00	0.00	945.00	<b>\$945.00</b>
xxx310901	2/12/19	LAWSON PRODUCTS INC	9306465502	Miscellaneous Equipment Parts & Supplies	533.30	0.00	533.30	<b>\$533.30</b>
xxx310902	2/12/19	LEIGHTON STONE CORP	1198232	Miscellaneous Equipment Parts & Supplies	224.63	0.00	224.63	<b>\$224.63</b>
xxx310903	2/12/19	MALLORY SAFETY & SUPPLY LLC	4591448	Inventory Purchase	27.73	0.00	27.73	<b>\$27.73</b>
xxx310904	2/12/19	MCMaster CARR SUPPLY CO	85574278	Miscellaneous Equipment Parts & Supplies	65.86	0.00	65.86	<b>\$483.74</b>
			85686925	Miscellaneous Equipment Parts & Supplies	144.58	0.00	144.58	
			85741556	Hand Tools	273.30	0.00	273.30	
xxx310905	2/12/19	MISSION LINEN SERVICE	508977266	Miscellaneous Services	47.57	0.00	47.57	<b>\$1,834.33</b>
			508977267	Miscellaneous Services	80.54	0.00	80.54	
			508977268	Miscellaneous Services	80.54	0.00	80.54	
			508977271	Miscellaneous Services	64.96	0.00	64.96	
			509012544	Miscellaneous Services	57.39	0.00	57.39	
			509012549	Miscellaneous Services	59.18	0.00	59.18	
			509025900	Miscellaneous Services	47.57	0.00	47.57	
			509025901	Miscellaneous Services	80.54	0.00	80.54	
			509025902	Miscellaneous Services	80.54	0.00	80.54	
			509025905	Miscellaneous Services	64.96	0.00	64.96	
			509053395	Miscellaneous Services	57.39	0.00	57.39	
			509053400	Miscellaneous Services	59.18	0.00	59.18	
			509069075	Miscellaneous Services	47.57	0.00	47.57	
			509069076	Miscellaneous Services	80.54	0.00	80.54	
			509069077	Miscellaneous Services	80.54	0.00	80.54	
			509069080	Miscellaneous Services	64.96	0.00	64.96	
			509091224	Miscellaneous Services	57.39	0.00	57.39	
			509091229	Miscellaneous Services	59.18	0.00	59.18	
			509108548	Miscellaneous Services	47.57	0.00	47.57	
			509108549	Miscellaneous Services	80.54	0.00	80.54	
			509108550	Miscellaneous Services	80.54	0.00	80.54	
			509108553	Miscellaneous Services	64.96	0.00	64.96	

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			509135525	Miscellaneous Services	57.39	0.00	57.39	
			509135530	Miscellaneous Services	59.18	0.00	59.18	
			509155335	Miscellaneous Services	47.57	0.00	47.57	
			509155336	Miscellaneous Services	80.54	0.00	80.54	
			509155337	Miscellaneous Services	80.54	0.00	80.54	
			509155340	Miscellaneous Services	64.96	0.00	64.96	
xxx310908	2/12/19	MONIKA STEINBORN	CK REQ 19-128	DED Services/Training - Books	6.49	0.00	6.49	<b>\$6.49</b>
xxx310909	2/12/19	MOUNTAIN VIEW GARDEN CENTER	97413	Miscellaneous Equipment Parts & Supplies	170.38	0.00	170.38	<b>\$1,062.71</b>
			97428	Materials - Land Improve	212.28	0.00	212.28	
			97462	Materials - Land Improve	198.38	0.00	198.38	
			97464	Materials - Land Improve	198.38	0.00	198.38	
			97472	Materials - Land Improve	198.38	0.00	198.38	
			97744	Materials - Land Improve	84.91	0.00	84.91	
xxx310910	2/12/19	OMID TEHRANI	CK REQ 19-126	DED Services/Training - Books	95.36	0.00	95.36	<b>\$95.36</b>
xxx310911	2/12/19	PINE CONE LUMBER CO INC	794928	Materials - Land Improve	-136.61	0.00	-136.61	<b>\$11.69</b>
			796415	Hand Tools	59.27	0.00	59.27	
			796491	Hand Tools	89.03	0.00	89.03	
xxx310912	2/12/19	PRO-SWEEP INC	254959	Services Maintain Land Improv	832.00	0.00	832.00	<b>\$832.00</b>
xxx310913	2/12/19	PSOMAS	2015003-148075	Engineering Services	165,321.00	0.00	165,321.00	<b>\$165,321.00</b>
xxx310914	2/12/19	REDGWICK CONSTRUCTION CO	SNYSRTGAPED #04	Construction Services	198,744.68	0.00	198,744.68	<b>\$198,744.68</b>
xxx310915	2/12/19	SAFEWAY INC	808617-020619	Inventory Purchase	22.68	0.00	22.68	<b>\$22.68</b>
xxx310916	2/12/19	SIERRA PACIFIC TURF SUPPLY INC	0541814-IN	Materials - Land Improve	467.61	0.00	467.61	<b>\$1,841.09</b>
			0542527-IN	Misc Equip Maint & Repair - Materials	247.66	0.00	247.66	
			0543087-IN	Supplies, Safety	10.79	0.00	10.79	
			0543131-IN	Materials - Land Improve	677.63	0.00	677.63	
			0543419-IN	Misc Equip Maint & Repair - Materials	437.40	0.00	437.40	
xxx310917	2/12/19	SMARSH INC	INV00462794	Software As a Service	9,425.09	0.00	9,425.09	<b>\$9,425.09</b>
xxx310918	2/12/19	SMART & FINAL INC	045113-020419	General Supplies	45.75	0.00	45.75	<b>\$45.75</b>
xxx310919	2/12/19	STATE WATER RESOURCES CONTROL BOARD	15364 D3RENEW	Membership Fees	120.00	0.00	120.00	<b>\$120.00</b>



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xxx310920	2/12/19	STATE WATER RESOURCES CONTROL BOARD	EVANS D3 CERT	Membership Fees	120.00	0.00	120.00	<b>\$120.00</b>
xxx310921	2/12/19	SUPPLYWORKS	463872648	Inventory Purchase	3,682.02	0.00	3,682.02	<b>\$4,822.57</b>
			464482918	Inventory Purchase	1,215.07	0.00	1,215.07	
			467333878	Inventory Purchase	-1,215.07	0.00	-1,215.07	
			467575668	Inventory Purchase	-1,215.07	0.00	-1,215.07	
			471731901	Inventory Purchase	-846.86	0.00	-846.86	
			471731919	Inventory Purchase	2,430.13	0.00	2,430.13	
			475391637	Inventory Purchase	852.38	7.15	845.23	
			476241617	Inventory Purchase	-72.88	0.00	-72.88	
xxx310922	2/12/19	TJKM	0047959	Engineering Services	4,163.55	0.00	4,163.55	<b>\$4,163.55</b>
xxx310923	2/12/19	V & A CONSULTING ENGINEERS	18107	Professional Services	15,320.69	0.00	15,320.69	<b>\$15,320.69</b>
xxx310924	2/12/19	VALLEY OIL CO	957149	Inventory Purchase	1,696.00	0.00	1,696.00	<b>\$1,696.00</b>
xxx310925	2/12/19	VERDE DESIGN INC	12-1713500	Engineering Services	33,477.63	0.00	33,477.63	<b>\$33,477.63</b>
xxx310926	2/12/19	VERIZON WIRELESS	9822599895	Communication Equipment	1,528.02	0.00	1,528.02	<b>\$16,378.01</b>
			9822599895	Utilities - Mobile Phones - City Mobile Phones	14,849.99	0.00	14,849.99	
xxx310928	2/12/19	WMH CORPORATION	17-BUC-08	Engineering Services	5,010.00	0.00	5,010.00	<b>\$5,970.00</b>
			17-BUC-09	Engineering Services	960.00	0.00	960.00	
xxx310929	2/12/19	WINSUPPLY OF SILICON VALLEY	697614 00	Miscellaneous Equipment Parts & Supplies	2,322.41	42.61	2,279.80	<b>\$2,464.69</b>
			698579 00	Miscellaneous Equipment Parts & Supplies	188.35	3.46	184.89	
xxx310930	2/12/19	YAMAHA MOTOR FINANCE CORP USA	660767	Equipment Rental/Lease	5,973.20	0.00	5,973.20	<b>\$5,973.20</b>
xxx310931	2/12/19	EMERGENCY MEDICAL SERVICES AUTHORITY	27680-1806	Training and Conferences	74.00	0.00	74.00	<b>\$74.00</b>
xxx310932	2/12/19	IMPOSSIBLE AEROSPACE	189539-3686	Refund Utility Account Credit	234.22	0.00	234.22	<b>\$234.22</b>
xxx310933	2/12/19	WE GREEN SOUTHERN CALIFORNIA LLC	2019-0231	Energy Plan Check Fee	52.30	0.00	52.30	<b>\$418.41</b>
			2019-0231	Plan Check Fees	366.11	0.00	366.11	
xxx310934	2/12/19	WE GREEN SOUTHERN CALIFORNIA LLC	2019-0231	Permit - Building	523.02	0.00	523.02	<b>\$523.02</b>
xxx310935	2/12/19	WEST COAST CONTRACT FLOORING INC	BL065518 19-20	Business License Tax	130.25	0.00	130.25	<b>\$130.25</b>
xxx310936	2/14/19	AAA SPEEDY SMOG TEST ONLY STATION	028433	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	<b>\$200.00</b>
			028435	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	
			028443	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	

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			028455	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	
			028470	Automotive Maintenance & Repair Labor	40.00	0.00	40.00	
xxx310937	2/14/19	AT&T	816-18D3099297	Engineering Services	123,471.14	0.00	123,471.14	<b>\$123,471.14</b>
xxx310938	2/14/19	AIR COOLED ENGINES INC	81508	Parts, Vehicles & Motor Equip	159.43	0.00	159.43	<b>\$386.61</b>
			81517	Parts, Vehicles & Motor Equip	35.79	0.00	35.79	
			81544	Parts, Vehicles & Motor Equip	110.03	0.00	110.03	
			81551	Parts, Vehicles & Motor Equip	81.36	0.00	81.36	
xxx310939	2/14/19	AIRGAS USA LLC	9084154382	General Supplies	141.82	0.00	141.82	<b>\$652.57</b>
			9954682412	Equipment Rental/Lease	168.57	0.00	168.57	
			9957462505	Equipment Rental/Lease	173.61	0.00	173.61	
			9958187884	Equipment Rental/Lease	168.57	0.00	168.57	
xxx310940	2/14/19	AMERICAN LEAK DETECTION	19903A	Construction Services	595.00	0.00	595.00	<b>\$2,475.00</b>
			20731A	Construction Services	495.00	0.00	495.00	
			20735A	Construction Services	595.00	0.00	595.00	
			20736A	Construction Services	790.00	0.00	790.00	
xxx310941	2/14/19	APEX LIFE SCIENCES LLC	LAB550507994	Salaries - Contract Personnel	792.00	0.00	792.00	<b>\$1,320.00</b>
			LAB550507995	Salaries - Contract Personnel	528.00	0.00	528.00	
xxx310942	2/14/19	ARNE SIGN & DECAL CO INC	19-11413	Equipment Rental/Lease	179.85	0.00	179.85	<b>\$179.85</b>
xxx310943	2/14/19	AXON ENTERPRISE INC	SI-1545907B	Computer Software	22,500.00	0.00	22,500.00	<b>\$22,500.00</b>
xxx310944	2/14/19	BELKORP AG LLC	515474	Parts, Vehicles & Motor Equip	299.16	0.00	299.16	<b>\$2,853.21</b>
			515476	Parts, Vehicles & Motor Equip	716.61	0.00	716.61	
			515899	Parts, Vehicles & Motor Equip	1,837.44	0.00	1,837.44	
xxx310945	2/14/19	BLUE SKY ENVIRONMENTAL INC	18348	Equipment Maintenance & Repair Labor	1,968.00	0.00	1,968.00	<b>\$1,968.00</b>
xxx310946	2/14/19	CDM SMITH	90062690	Consultants	180,968.72	0.00	180,968.72	<b>\$180,968.72</b>
xxx310947	2/14/19	CSG CONSULTANTS INC	22040	Engineering Services	660.00	0.00	660.00	<b>\$660.00</b>
xxx310948	2/14/19	CWEA-SCVS	FEB/12/2019	Training and Conferences	455.00	0.00	455.00	<b>\$455.00</b>
xxx310949	2/14/19	CALIFORNIA TRENCHLESS INC	SNTRYSEWR17#03	Construction Services	37,444.25	0.00	37,444.25	<b>\$37,444.25</b>
xxx310950	2/14/19	CALTEST ANALYTICAL LABORATORY	594676	Water Lab Services	57.83	0.00	57.83	<b>\$366.58</b>
			594844	Water Lab Services	57.83	0.00	57.83	
			594874	Water Lab Services	250.92	0.00	250.92	

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xxx310951	2/14/19	CHANG TAI DO KARATE & FITNESS	CTD2018SO	Rec Instructors/Officials	5,216.96	0.00		5,216.96	<b>\$5,216.96</b>
xxx310952	2/14/19	CITY OF SANTA CLARA MUNICIPAL UTILITIES	FEB2019	Utilities - Electric	556.62	0.00		556.62	<b>\$556.62</b>
xxx310953	2/14/19	CONTROL TECH WEST INC	2563	Engineering Services	3,137.50	0.00		3,137.50	<b>\$3,137.50</b>
xxx310954	2/14/19	CORIX WATER PRODUCTS US INC	17913000665	Water Meters	4,081.26	0.00		4,081.26	<b>\$4,081.26</b>
xxx310955	2/14/19	COUNTY OF SANTA CLARA	JAN-DEC2018	Contracts/Service Agreements	173,290.00	0.00		173,290.00	<b>\$173,290.00</b>
xxx310956	2/14/19	COUNTY OF SANTA CLARA	1800066605	Software As a Service	1,806.70	0.00		1,806.70	<b>\$1,806.70</b>
xxx310957	2/14/19	CUMMINS PACIFIC LLC	Y3-34697	Auto Maint & Repair - Labor	1,675.60	0.00		1,675.60	<b>\$6,980.31</b>
			Y3-34697	Auto Maint & Repair - Materials	5,304.71	0.00		5,304.71	
xxx310958	2/14/19	D & M TRAFFIC SERVICES INC	63077	Inventory Purchase	170.86	0.00		170.86	<b>\$170.86</b>
xxx310959	2/14/19	DAHLIN GROUP	1812-230	Consultants	16,279.13	0.00		16,279.13	<b>\$17,779.13</b>
			1812-232	Consultants	1,500.00	0.00		1,500.00	
xxx310960	2/14/19	DELTA DENTAL INSURANCE CO	BE003212573	Insurances - Dental	1,621.07	0.00		1,621.07	<b>\$1,621.07</b>
xxx310962	2/14/19	ETHOSOFT INC	1591	Software Licensing & Support	14,249.00	0.00		14,249.00	<b>\$14,249.00</b>
xxx310963	2/14/19	FERGUSON ENTERPRISES INC	1426983	Construction Services	1,161.94	0.00		1,161.94	<b>\$4,408.68</b>
			1434592	Materials - Land Improve	3,246.74	0.00		3,246.74	
xxx310964	2/14/19	FOOTHILL-DE ANZA FOUNDATION	FY18-19	Professional Services	4,500.00	0.00		4,500.00	<b>\$4,500.00</b>
xxx310965	2/14/19	GARDENLAND POWER EQUIPMENT	639766	Parts, Vehicles & Motor Equip	102.48	0.00		102.48	<b>\$192.28</b>
			639769	Parts, Vehicles & Motor Equip	85.54	0.00		85.54	
			641149	Parts, Vehicles & Motor Equip	4.26	0.00		4.26	
xxx310966	2/14/19	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1100366	Parts, Vehicles & Motor Equip	1,053.36	0.00		1,053.36	<b>\$11,309.75</b>
			189-1100418	Parts, Vehicles & Motor Equip	664.19	0.00		664.19	
			189-1100425RE	Parts, Vehicles & Motor Equip	-90.00	0.00		-90.00	
			189-1100444	Auto Maint & Repair - Labor	195.68	0.00		195.68	
			189-1100444	Auto Maint & Repair - Materials	57.25	0.00		57.25	
			189-1100457	Parts, Vehicles & Motor Equip	263.54	0.00		263.54	
			189-1100465	Parts, Vehicles & Motor Equip	-263.54	0.00		-263.54	
			189-1100477RE	Parts, Vehicles & Motor Equip	-120.00	0.00		-120.00	
			189-1100485RE	Inventory Purchase	5,512.96	0.00		5,512.96	
			189-1100501	Auto Maint & Repair - Labor	125.76	0.00		125.76	
			189-1100501	Auto Maint & Repair - Materials	326.20	0.00		326.20	

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			189-1100502	Auto Maint & Repair - Labor	195.68	0.00	195.68	
			189-1100502	Auto Maint & Repair - Materials	57.25	0.00	57.25	
			189-1100540RE	Inventory Purchase	3,130.08	0.00	3,130.08	
			189-1100615	Inventory Purchase	201.34	0.00	201.34	
xxx310968	2/14/19	GRANITEROCK CO	1154608	Materials - Land Improve	2,980.20	0.00	2,980.20	<b>\$2,980.20</b>
xxx310969	2/14/19	GREENSIDE SUPPLY & SERVICE	037556	Inventory Purchase	188.35	0.00	188.35	<b>\$188.35</b>
xxx310970	2/14/19	H F & H CONSULTANTS LLC	9715824	Professional Services	1,210.00	0.00	1,210.00	<b>\$2,602.00</b>
			9716036	Professional Services	1,392.00	0.00	1,392.00	
xxx310972	2/14/19	ICE MACHINE RENTALS	48709	Miscellaneous Services	150.08	0.00	150.08	<b>\$150.08</b>
xxx310973	2/14/19	IMPERIAL HEADWEAR	217787	Inventory Purchase	424.59	0.00	424.59	<b>\$424.59</b>
xxx310974	2/14/19	JMB CONSTRUCTION INC	WLFEVLYNH2O #13	Construction Services	122,333.40	0.00	122,333.40	<b>\$122,333.40</b>
xxx310975	2/14/19	JUGDEEP AGGARWAL	119561531	DED Services/Training - Books	139.00	0.00	139.00	<b>\$544.00</b>
			6330860	DED Services/Training - Books	405.00	0.00	405.00	
xxx310976	2/14/19	KAISER FOUNDATION HOSPITALS	800014582-0119	Pre-Employment Testing	178.00	0.00	178.00	<b>\$178.00</b>
xxx310977	2/14/19	KELLER SUPPLY COMPANY	S012224799.001	Misc Equip Maint & Repair - Materials	3,322.78	0.00	3,322.78	<b>\$3,322.78</b>
xxx310978	2/14/19	KIMLEY HORN & ASSOC INC	12690472	Engineering Services	225.00	0.00	225.00	<b>\$405.00</b>
			12943450	Engineering Services	180.00	0.00	180.00	
xxx310979	2/14/19	KRISTEN SIMOES	SMS-B2-KS	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx310980	2/14/19	KRONOS INC	11416249	Computer Software	1,425.00	0.00	1,425.00	<b>\$1,425.00</b>
xxx310981	2/14/19	LPAS INC	33182	Engineering Services	10,547.00	0.00	10,547.00	<b>\$10,547.00</b>
xxx310982	2/14/19	LEAGUE OF CALIFORNIA CITIES	1506	Membership Fees	100.00	0.00	100.00	<b>\$100.00</b>
xxx310983	2/14/19	LEHR AUTO ELECTRIC	SI24402	Parts, Vehicles & Motor Equip	1,092.15	0.00	1,092.15	<b>\$1,092.15</b>
xxx310984	2/14/19	MAHAN AND SONS INC	1665	Services Maintain Land Improv	1,030.00	0.00	1,030.00	<b>\$1,030.00</b>
xxx310985	2/14/19	MALLORY SAFETY & SUPPLY LLC	4593605	Inventory Purchase	15.04	0.00	15.04	<b>\$520.76</b>
			4593735	Inventory Purchase	463.21	0.00	463.21	
			4593988	Inventory Purchase	42.51	0.00	42.51	
xxx310986	2/14/19	MIDWEST TAPE	96695744REV	Water Meter Boxes, Vaults, and Lids	-478.91	0.00	-478.91	<b>\$2,820.41</b>
			96695774	Water Meter Boxes, Vaults, and Lids	478.91	0.00	478.91	
			96926356	Library Materials Preprocessing	27.55	0.00	27.55	
			96927016	Library Acquis, Audio/Visual	247.28	0.00	247.28	

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			96927018	Library Acquis, Audio/Visual	137.26	0.00	137.26	
			96927260	Library Acquis, Audio/Visual	20.43	0.00	20.43	
			96937252	Library Periodicals/Databases	2,387.89	0.00	2,387.89	
xxx310987	2/14/19	MOTT MACDONALD LLC	304781-51	Engineering Services	120.40	0.00	120.40	<b>\$120.40</b>
xxx310988	2/14/19	NRG CLEAN POWER INC	4203	Customer Loans Disbursed	15,428.00	0.00	15,428.00	<b>\$15,428.00</b>
xxx310989	2/14/19	OCLC INC	0000643548	Software As a Service	1,628.36	0.00	1,628.36	<b>\$1,628.36</b>
xxx310990	2/14/19	OMNISITE	64179	Contracts/Service Agreements	705.24	0.00	705.24	<b>\$705.24</b>
xxx310991	2/14/19	ORLANDI TRAILER INC	177030	Parts, Vehicles & Motor Equip	76.41	0.00	76.41	<b>\$76.41</b>
xxx310993	2/14/19	PTV AMERICA INC	10708899	Software Licensing & Support	3,054.00	0.00	3,054.00	<b>\$3,054.00</b>
xxx310994	2/14/19	PALO ALTO ELECTRIC MOTOR CORP	RI5823	Equipment Maintenance & Repair Labor	240.00	0.00	240.00	<b>\$240.00</b>
xxx310995	2/14/19	PANKEYS RADIATOR SHOP INC	243123	Automotive Maintenance & Repair Labor	375.00	0.00	375.00	<b>\$375.00</b>
xxx310996	2/14/19	PEGGY PRENDERGAST	CK REQ 19-131	DED Services/Training - Books	37.64	0.00	37.64	<b>\$37.64</b>
xxx310997	2/14/19	PINE CONE LUMBER CO INC	797253	Inventory Purchase	373.56	3.74	369.82	<b>\$369.82</b>
xxx310998	2/14/19	POLYDYNE INC	1316183	Chemicals	47,514.90	0.00	47,514.90	<b>\$47,514.90</b>
xxx310999	2/14/19	POWER PLAN - OIB	11311997	Parts, Vehicles & Motor Equip	37.86	0.00	37.86	<b>\$37.86</b>
xxx311000	2/14/19	PREFERRED BENEFIT INSURANCE ADMIN INC	EIA27074	Insurances - Dental	52,617.30	0.00	52,617.30	<b>\$63,560.30</b>
			EIA27074	Insurances - Vision	10,943.00	0.00	10,943.00	
xxx311001	2/14/19	ROYAL BRASS INC	883609-001	Parts, Vehicles & Motor Equip	18.91	0.00	18.91	<b>\$136.40</b>
			886614-001	Parts, Vehicles & Motor Equip	42.04	0.00	42.04	
			8866414-001	Parts, Vehicles & Motor Equip	0.00	0.00	0.00	
			886681-001	Parts, Vehicles & Motor Equip	18.96	0.00	18.96	
			886682-001	Parts, Vehicles & Motor Equip	56.49	0.00	56.49	
xxx311002	2/14/19	RYDIN	352116	General Supplies	253.29	0.00	253.29	<b>\$253.29</b>
xxx311003	2/14/19	SHIMADZU SCIENTIFIC INSTRUMENTS	P4039085	General Supplies	2,533.00	0.00	2,533.00	<b>\$2,533.00</b>
xxx311004	2/14/19	STATCOMM INC	133806	Facilities Maintenance & Repair Labor	270.00	0.00	270.00	<b>\$4,379.22</b>
			135479	Facilities Maintenance & Repair Labor	270.00	0.00	270.00	
			135677	Facilities Maint & Repair - Labor	543.75	0.00	543.75	
			135677	Facilities Maint & Repair - Materials	40.72	0.00	40.72	
			135684	Facilities Maintenance & Repair Labor	2,411.00	0.00	2,411.00	
			136151	Facilities Maintenance & Repair Labor	438.75	0.00	438.75	
			136269	Facilities Maintenance & Repair Labor	405.00	0.00	405.00	

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xxx311005	2/14/19	SUBURBAN PROPANE	20283	Fuel, Oil & Lubricants	598.41	0.00	598.41	<b>\$1,474.39</b>
			20363	Fuel, Oil & Lubricants	848.79	0.00	848.79	
			2423933	Fuel, Oil & Lubricants	27.19	0.00	27.19	
xxx311006	2/14/19	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DENTAL0219	Insurances - Dental	28,531.65	0.00	28,531.65	<b>\$28,531.65</b>
xxx311007	2/14/19	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DISABILITY0219	Insurances - Long Term Disability	3,724.00	0.00	3,724.00	<b>\$3,724.00</b>
xxx311009	2/14/19	SUPPLYWORKS	469452957	Inventory Purchase	206.58	0.00	206.58	<b>\$513.07</b>
			469660369	Misc Equip Maint & Repair	306.49	0.00	306.49	
xxx311010	2/14/19	TRC ENGINEERS INC	23075	Engineering Services	2,305.26	0.00	2,305.26	<b>\$2,305.26</b>
xxx311011	2/14/19	TRISTAR RISK MANAGEMENT	96148	Workers' Compensation - Administration	1,532.92	0.00	1,532.92	<b>\$1,532.92</b>
xxx311012	2/14/19	TRISTAR RISK MANAGEMENT	106321	Workers' Compensation - Claims	4,262.25	0.00	4,262.25	<b>\$4,262.25</b>
xxx311013	2/14/19	TUCKER CONSTRUCTION INC	26885REV	Facilities Maint & Repair - Labor	700.00	0.00	700.00	<b>\$801.58</b>
			26885REV	Facilities Maint & Repair - Materials	101.58	0.00	101.58	
xxx311015	2/14/19	V & A CONSULTING ENGINEERS	18105	Engineering Services	1,800.00	0.00	1,800.00	<b>\$1,800.00</b>
xxx311016	2/14/19	VIASYN	26772	Utilities - Electric	2,900.00	0.00	2,900.00	<b>\$2,900.00</b>
xxx311017	2/14/19	AIMUSIC SCHOOL	1906	Miscellaneous Services	500.00	0.00	500.00	<b>\$500.00</b>
xxx311018	2/14/19	BUU KIM TU DRAGON & LION DANCING ASSOC	FEB/16/2019	Miscellaneous Services	600.00	0.00	600.00	<b>\$600.00</b>
xxx311019	2/14/19	CORA ROSARIO	WATER HEATER	Miscellaneous Services	1,700.00	0.00	1,700.00	<b>\$1,700.00</b>
xxx311020	2/14/19	INTERNATIONAL TREE & LANDSCAPE SERVICE	1090	Services Maintain Land Improv	1,575.00	0.00	1,575.00	<b>\$1,575.00</b>
xxx311021	2/14/19	LC ACTION POLICE SUPPLY	391484	Clothing, Uniforms & Access	79.70	0.00	79.70	<b>\$8,618.03</b>
			391485	Clothing, Uniforms & Access	55.05	0.00	55.05	
			391486	Clothing, Uniforms & Access	21.09	0.00	21.09	
			391487	Clothing, Uniforms & Access	68.17	0.00	68.17	
			391488	Clothing, Uniforms & Access	185.77	0.00	185.77	
			391489	Clothing, Uniforms & Access	185.77	0.00	185.77	
			391490	Clothing, Uniforms & Access	175.11	0.00	175.11	
			391505	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	
			391550	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	

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			391646	Clothing, Uniforms & Access	8.64	0.00	8.64	
			391647	Clothing, Uniforms & Access	24.13	0.00	24.13	
			391648	Clothing, Uniforms & Access	218.69	0.00	218.69	
			391649	Clothing, Uniforms & Access	218.69	0.00	218.69	
			391650	Clothing, Uniforms & Access	69.77	0.00	69.77	
			391651	Clothing, Uniforms & Access	453.45	0.00	453.45	
			391773	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	
			391776	Clothing, Uniforms & Access	175.29	0.00	175.29	
			391862	Clothing, Uniforms & Access	139.47	0.00	139.47	
			391905	Clothing, Uniforms & Access	43.22	0.00	43.22	
			391906	Clothing, Uniforms & Access	109.00	0.00	109.00	
			391907	Clothing, Uniforms & Access	112.68	0.00	112.68	
			392016	Clothing, Uniforms & Access	55.05	0.00	55.05	
			392051	Clothing, Uniforms & Access	55.05	0.00	55.05	
			392068	Clothing, Uniforms & Access	326.89	0.00	326.89	
			392069	Clothing, Uniforms & Access	419.91	0.00	419.91	
			392070	Clothing, Uniforms & Access	404.46	0.00	404.46	
			392099	Clothing, Uniforms & Access	37.42	0.00	37.42	
			392200	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	
			392302	Ballistic Equipment - Body Armor/Vests	829.76	0.00	829.76	
			392303	Ballistic Equipment - Body Armor/Vests	826.76	0.00	826.76	
xxx311024	2/14/19	OFFICE DEPOT INC	258933458001	Supplies, Office	124.24	0.00	124.24	<b>\$11,287.62</b>
			259689687001	Supplies, Office	753.68	0.00	753.68	
			259732681001	Supplies, Office	60.84	0.00	60.84	
			260183183001	Supplies, Office	16.18	0.00	16.18	
			260185106001	Supplies, Office	114.07	0.00	114.07	
			260185107001	Supplies, Office	7.54	0.00	7.54	
			260194102001	Supplies, Office	58.92	0.00	58.92	
			260194102002	Supplies, Office	39.27	0.00	39.27	
			260202401001	Supplies, Office	54.05	0.00	54.05	
			260222858001	Supplies, Office	240.48	0.00	240.48	

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			260543988001	Supplies, Office	24.39	0.00	24.39	
			260590201001	Supplies, Office	637.73	0.00	637.73	
			260675154001	Supplies, Office	43.68	0.00	43.68	
			260701492001	Supplies, Office	55.14	0.00	55.14	
			260701562001	Supplies, Office	7.22	0.00	7.22	
			260703699001	Supplies, Office	8.07	0.00	8.07	
			260788238001	Supplies, Office	14.45	0.00	14.45	
			260907185001	Supplies, Office	8.88	0.00	8.88	
			261023669001	Supplies, Office	225.40	0.00	225.40	
			261056818001	Supplies, Office	449.25	0.00	449.25	
			261058251001	Supplies, Office	16.10	0.00	16.10	
			261058252001	Supplies, Office	96.62	0.00	96.62	
			261714217001	Supplies, Office	84.13	0.00	84.13	
			261769363001	Supplies, Office	36.10	0.00	36.10	
			261847901001	Supplies, Office	48.49	0.00	48.49	
			261880168001	Supplies, Office	627.85	0.00	627.85	
			261882616001	Supplies, Office	43.71	0.00	43.71	
			261943378001	Supplies, Office	538.73	0.00	538.73	
			261999775001	Supplies, Office	22.92	0.00	22.92	
			262001989001	Supplies, Office	96.52	0.00	96.52	
			262001990001	Supplies, Office	327.49	0.00	327.49	
			262021652001	Supplies, Office	128.59	0.00	128.59	
			262023092001	Supplies, Office	12.19	0.00	12.19	
			262023094001	Supplies, Office	25.63	0.00	25.63	
			262023095001	Supplies, Office	10.78	0.00	10.78	
			262208636001	Supplies, Office	20.27	0.00	20.27	
			262293029001	Supplies, Office	-18.16	0.00	-18.16	
			262399429001	Supplies, Office	95.83	0.00	95.83	
			263155375001	Supplies, Office	442.93	0.00	442.93	
			263155439001	Supplies, Office	16.31	0.00	16.31	
			263887240001	Supplies, Office	56.49	0.00	56.49	



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			263887646001	Supplies, Office	142.43	0.00	142.43	
			263899579001	Supplies, Office	300.58	0.00	300.58	
			264044767001	Supplies, Office	28.44	0.00	28.44	
			264046727001	Supplies, Office	34.90	0.00	34.90	
			264549837001	Supplies, Office	16.11	0.00	16.11	
			264554386001	Supplies, Office	10.78	0.00	10.78	
			264588215001	Supplies, Office	68.31	0.00	68.31	
			264640719001	Supplies, Office	155.17	0.00	155.17	
			264641359001	Supplies, Office	230.79	0.00	230.79	
			264816692001	Supplies, Office	225.85	0.00	225.85	
			265045639001	Supplies, Office	10.30	0.00	10.30	
			265090049001	Supplies, Office	88.37	0.00	88.37	
			265142924001	Supplies, Office	22.03	0.00	22.03	
			265153908001	Supplies, Office	43.59	0.00	43.59	
			265198460001	Supplies, Office	14.31	0.00	14.31	
			265198697001	Supplies, Office	28.77	0.00	28.77	
			265365827001	Supplies, Office	264.38	0.00	264.38	
			265602883001	Supplies, Office	169.63	0.00	169.63	
			265635369001	Supplies, Office	110.30	0.00	110.30	
			265671668001	Supplies, Office	142.43	0.00	142.43	
			265703839001	Supplies, Office	283.42	0.00	283.42	
			265821826001	Supplies, Office	13.21	0.00	13.21	
			265959853001	Supplies, Office	116.07	0.00	116.07	
			265962458001	Supplies, Office	119.57	0.00	119.57	
			265962585001	Supplies, Office	54.47	0.00	54.47	
			265963205001	Supplies, Office	22.93	0.00	22.93	
			265980430001	Supplies, Office	51.54	0.00	51.54	
			266409287001	Supplies, Office	779.98	0.00	779.98	
			266453147001	Supplies, Office	270.20	0.00	270.20	
			266483409001	Supplies, Office	3.04	0.00	3.04	
			266516603001	Supplies, Office	194.23	0.00	194.23	

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			266737080001	Supplies, Office	41.08	0.00	41.08	
			266904872001	Supplies, Office	14.95	0.00	14.95	
			266936248001	Supplies, Office	24.62	0.00	24.62	
			267240002001	Supplies, Office	17.05	0.00	17.05	
			267409786001	Supplies, Office	35.60	0.00	35.60	
			267414506001	Supplies, Office	68.16	0.00	68.16	
			267414507001	Supplies, Office	23.02	0.00	23.02	
			267442762001	Supplies, Office	22.31	0.00	22.31	
			267473300001	Supplies, Office	227.67	0.00	227.67	
			267479099001	Supplies, Office	21.76	0.00	21.76	
			267494338001	Supplies, Office	131.09	0.00	131.09	
			267503366001	Supplies, Office	74.07	0.00	74.07	
			267518905001	Supplies, Office	63.20	0.00	63.20	
			267562091001	Supplies, Office	9.78	0.00	9.78	
			267599027001	Supplies, Office	388.17	0.00	388.17	
			267601053001	Supplies, Office	318.87	0.00	318.87	
			267601054001	Supplies, Office	7.99	0.00	7.99	
			267611544001	Supplies, Office	-13.92	0.00	-13.92	
			267973041001	Supplies, Office	65.07	0.00	65.07	
			268181415001	Supplies, Office	15.58	0.00	15.58	
			268244130001	Supplies, Office	6.42	0.00	6.42	
			268245244001	Supplies, Office	35.95	0.00	35.95	
xxx311032	2/14/19	PACIFIC GAS & ELECTRIC CO	100023460219	Utilities - Electric	1,328.35	0.00	1,328.35	<b>\$1,585.36</b>
			91271084620119	Utilities - Electric	24.01	0.00	24.01	
			91290311060119	Utilities - Electric	61.99	0.00	61.99	
			97306197490119	Utilities - Electric	6.38	0.00	6.38	
			97322830180119	Utilities - Electric	98.74	0.00	98.74	
			97322834740119	Utilities - Electric	20.53	0.00	20.53	
			97386482120119	Utilities - Electric	45.36	0.00	45.36	
xxx311033	2/14/19	SUMMIT UNIFORMS	55991	Clothing, Uniforms & Access	21.85	0.00	21.85	<b>\$19,631.13</b>
			56063	Clothing, Uniforms & Access	157.32	0.00	157.32	

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			56064	Clothing, Uniforms & Access	294.98	0.00	294.98	
			56065	Clothing, Uniforms & Access	117.99	0.00	117.99	
			56070	Clothing, Uniforms & Access	130.01	0.00	130.01	
			56071	Clothing, Uniforms & Access	130.01	0.00	130.01	
			56072	Clothing, Uniforms & Access	130.01	0.00	130.01	
			56073	Clothing, Uniforms & Access	130.01	0.00	130.01	
			56074	Clothing, Uniforms & Access	130.01	0.00	130.01	
			56075	Clothing, Uniforms & Access	119.08	0.00	119.08	
			56076	Clothing, Uniforms & Access	313.55	0.00	313.55	
			56077	Clothing, Uniforms & Access	310.90	0.00	310.90	
			56078	Clothing, Uniforms & Access	73.20	0.00	73.20	
			56079	Clothing, Uniforms & Access	350.69	0.00	350.69	
			56080	Clothing, Uniforms & Access	733.07	0.00	733.07	
			56082	Clothing, Uniforms & Access	73.20	0.00	73.20	
			56083	Clothing, Uniforms & Access	73.20	0.00	73.20	
			56084	Clothing, Uniforms & Access	84.12	0.00	84.12	
			56085	Clothing, Uniforms & Access	119.08	0.00	119.08	
			56086	Clothing, Uniforms & Access	193.37	0.00	193.37	
			56087	Clothing, Uniforms & Access	308.09	0.00	308.09	
			56233	Clothing, Uniforms & Access	119.08	0.00	119.08	
			56234	Clothing, Uniforms & Access	151.86	0.00	151.86	
			56236	Clothing, Uniforms & Access	515.66	0.00	515.66	
			56237	Clothing, Uniforms & Access	238.17	0.00	238.17	
			56238	Clothing, Uniforms & Access	17.48	0.00	17.48	
			56239	Clothing, Uniforms & Access	26.22	0.00	26.22	
			56242	Clothing, Uniforms & Access	387.84	0.00	387.84	
			56243	Clothing, Uniforms & Access	69.92	0.00	69.92	
			56244	Clothing, Uniforms & Access	216.32	0.00	216.32	
			56245	Clothing, Uniforms & Access	454.48	0.00	454.48	
			56246	Clothing, Uniforms & Access	172.62	0.00	172.62	
			56247	Clothing, Uniforms & Access	26.22	0.00	26.22	

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			56248	Clothing, Uniforms & Access	26.22	0.00	26.22	
			56249	Clothing, Uniforms & Access	13.11	0.00	13.11	
			56250	Clothing, Uniforms & Access	26.22	0.00	26.22	
			56251	Clothing, Uniforms & Access	13.11	0.00	13.11	
			56252	Clothing, Uniforms & Access	180.26	0.00	180.26	
			56262	Clothing, Uniforms & Access	151.86	0.00	151.86	
			56399	Clothing, Uniforms & Access	409.69	0.00	409.69	
			56400	Clothing, Uniforms & Access	536.42	0.00	536.42	
			56401	Clothing, Uniforms & Access	632.56	0.00	632.56	
			56402	Clothing, Uniforms & Access	387.84	0.00	387.84	
			56403	Clothing, Uniforms & Access	387.84	0.00	387.84	
			56404	Clothing, Uniforms & Access	161.69	0.00	161.69	
			56407	Clothing, Uniforms & Access	170.43	0.00	170.43	
			56408	Clothing, Uniforms & Access	39.33	0.00	39.33	
			56409	Clothing, Uniforms & Access	13.11	0.00	13.11	
			56414	Clothing, Uniforms & Access	48.07	0.00	48.07	
			56416	Clothing, Uniforms & Access	108.16	0.00	108.16	
			56417	Clothing, Uniforms & Access	357.25	0.00	357.25	
			56418	Clothing, Uniforms & Access	655.50	0.00	655.50	
			56419	Clothing, Uniforms & Access	414.06	0.00	414.06	
			56420	Clothing, Uniforms & Access	40.00	0.00	40.00	
			56421	Clothing, Uniforms & Access	714.50	0.00	714.50	
			56422	Clothing, Uniforms & Access	163.88	0.00	163.88	
			56426	Clothing, Uniforms & Access	110.00	0.00	110.00	
			56428	Clothing, Uniforms & Access	51.35	0.00	51.35	
			56494	Clothing, Uniforms & Access	324.47	0.00	324.47	
			56592	Clothing, Uniforms & Access	102.70	0.00	102.70	
			56593	Clothing, Uniforms & Access	17.48	0.00	17.48	
			56594	Clothing, Uniforms & Access	6.56	0.00	6.56	
			56595	Clothing, Uniforms & Access	17.48	0.00	17.48	
			56596	Clothing, Uniforms & Access	17.48	0.00	17.48	

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			56597	Clothing, Uniforms & Access	17.48	0.00	17.48	
			56598	Clothing, Uniforms & Access	182.45	0.00	182.45	
			56599	Clothing, Uniforms & Access	13.74	0.00	13.74	
			56600	Clothing, Uniforms & Access	422.80	0.00	422.80	
			56601	Clothing, Uniforms & Access	354.47	0.00	354.47	
			56602	Clothing, Uniforms & Access	476.33	0.00	476.33	
			56603	Clothing, Uniforms & Access	714.50	0.00	714.50	
			56605	Clothing, Uniforms & Access	120.00	0.00	120.00	
			56611	Clothing, Uniforms & Access	137.66	0.00	137.66	
			56615	Clothing, Uniforms & Access	464.31	0.00	464.31	
			56617	Clothing, Uniforms & Access	464.31	0.00	464.31	
			56619	Clothing, Uniforms & Access	464.31	0.00	464.31	
			56621	Clothing, Uniforms & Access	464.31	0.00	464.31	
			56622	Clothing, Uniforms & Access	464.31	0.00	464.31	
			56624	Clothing, Uniforms & Access	195.56	0.00	195.56	
			56625	Clothing, Uniforms & Access	391.12	0.00	391.12	
			56626	Clothing, Uniforms & Access	464.31	0.00	464.31	
			56627	Clothing, Uniforms & Access	464.31	0.00	464.31	
			56628	Clothing, Uniforms & Access	475.24	0.00	475.24	
			56629	Clothing, Uniforms & Access	34.04	0.00	34.04	
			56630	Clothing, Uniforms & Access	67.74	0.00	67.74	
			56631	Clothing, Uniforms & Access	89.59	0.00	89.59	
xxx311040	2/14/19	UNITED STATES POSTAL SERVICE	P#190-021319	Postage	10,315.75	0.00	10,315.75	<b>\$10,315.75</b>
xxx311042	2/14/19	HUE & CRY SECURITY SYSTEMS INC	052513	Business License Tax	170.63	0.00	170.63	<b>\$170.63</b>
xxx311043	2/14/19	PANERA BREAD-CAFE #4487	BL069813 19-20	Business License Tax	922.96	0.00	922.96	<b>\$922.96</b>
xxx311044	2/14/19	SANTA CLARA COUNTRY DISTRICT ATTORNEY	AG-1610-13053	Return of Seized, Forfeiture or Found Funds	46,307.51	0.00	46,307.51	<b>\$46,307.51</b>
xxx906495	2/13/19	KEENAN & ASSOCIATES		Workers' Compensation - Claims	79,458.56	0.00	79,458.56	<b>\$79,458.56</b>
xxx906496	2/13/19	KEENAN & ASSOCIATES		Workers' Compensation - Claims	59,639.94	0.00	59,639.94	<b>\$59,639.94</b>

**Grand Total Payment Amount**

**\$2,150,595.72**



# City of Sunnyvale

## Agenda Item

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19-0245

Agenda Date: 3/5/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Approve Budget Modification No. 23 in the Amount of \$45,000 and modify the scope for the One-Stop Permit Center Project 831530 and Find that the Action is Exempt from CEQA

#### **BACKGROUND**

The One-Stop Permit Center Project (831530) was established to renovate the One-Stop Permit Center counter and cabinet facilities due to their state of deterioration. The approved project funds have not been utilized to date and \$50,000 remains currently available. At the time the One-Stop Permit Center Project was developed the Civic Center Modernization Project was only conceptual in nature and so it was appropriate to address the aging One-Stop Permit Center infrastructure with a standalone project. The priority needs of the Building Division have subsequently changed and now a work area reconfiguration is required to accommodate existing and future staff. With the advancement of the Civic Center Modernization Project it is pertinent to now re-evaluate the One-Stop Permit Center Project. Staff is requesting a budget modification and change in the One-Stop Permit Center Project's scope of work to best address current Building Division needs.

#### **EXISTING POLICY**

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not require environmental review because it can be seen with certainty that there is no possibility that the action will have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

#### **DISCUSSION**

The Building Division provides a myriad of services to members of the public at the One-Stop Permit Center and most of the workstations are housed adjacent to the One-Stop space along with workstations for Fire Prevention staff. Staff from the Department of Public Works Engineering and Transportation Divisions and from the Community Development Department Planning and Housing Divisions also provide services at the One-Stop permit counter. The current Building Division workstations are outdated (e.g., they are not configured to facilitate e-plan check reviews) and are located in multiple areas of the department.

The One-Stop Permit Center space is not optimally designed for use by staff or customers; through recent reorganization and plan storage there is additional space available at the counter; however, staff workstations are crowded and not well organized. It can be cumbersome to navigate the

labyrinth of cubicles, especially given spacing constraints due to the storing of building permit plan sets and other project documentation. Staff proposes to reallocate the One-Stop Permit Center Project funds to purchase new workstations and reorganize the Building Division's space. This consolidation of space would enable staff to more efficiently serve members of the public at the counter. Minor cosmetic repairs to the One-Stop counter will be completed, however not to the prior level of upgrades previously approved.

By necessity there are Building employees who currently use workstations in other areas of City Hall because there is no remaining available space. Once the Fire Prevention staffing is filled, there will not be enough space for each of the approved positions. A reorganized space and upgraded infrastructure would allow Building and Fire Prevention staff to use modern workstations that are all located adjacent to the One-Stop Permit Center. Modern work stations will accommodate revised computer equipment for e-plan check and need less area for storage of hard copy code books and printed plans. The modernization will also facilitate new configurations for plotters, printers and scanners. These floor plan and work area changes will result in smaller individual work areas and a reduction in the amount of storage area needed, thus accommodating more employees in the same overall space.

Staff recommends additional funding in the amount of \$45,000 along with the reallocation of existing One-Stop Permit Center Project funds to purchase new Building Division and Fire Prevention workstations. This revised project will enable Building staff (and Fire Prevention staff who work on development applications and permits) to be centrally located, which will allow for more effective coordination of development services.

### **FISCAL IMPACT**

The existing Permit Center project is funded by the Development Enterprise Fund and the requested additional funding would also be allocated from the Development Enterprise Fund.

### **Budget Modification No. 23 FY 2018/19**

	<b>Current</b>	<b>Increase/(Decrease)</b>	<b>Revised</b>
<b>Development Enterprise Fund</b>			
<u>Expenditures</u>			
Project 831530 - One-Stop Permit Center	\$50,000	\$45,000	\$95,000
<u>Reserves</u>			
Development Enterprise Reserve	\$34,839,051	(\$45,000)	\$34,794,051

### **PUBLIC CONTACT**

Public contact was made by posting the City Council agenda on the City's official-notice bulletin

board outside City Hall, at the Sunnyvale Senior Center and Community Center, and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

**RECOMMENDATION**

Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15061(b)(3)) and approve Budget Modification No. 23 in the amount of \$45,000 with a modified project scope to provide funding for new Building Division workstations and a reorganization of the One-Stop Permit Center.

Prepared by: Katherine Hall, Management Analyst, Community Development Department

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager





# City of Sunnyvale

## Agenda Item

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19-0145

Agenda Date: 3/5/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Award of Bid No. PW19-08 to Kevin Johnson Painting for Repaint Street Light Poles 2018 Rebid and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

#### **REPORT IN BRIEF**

Approval is requested to award a construction contract in the amount of \$147,825 (base bid in the amount of \$136,025 and Additive Alternate in the amount of \$11,800) to Kevin Johnson Painting of San Jose for Repaint Street Light Poles 2018 Rebid (Public Works Project No. ST-18-06). Approval is also requested for a 10% construction contingency in the amount of \$14,783.

#### **EXISTING POLICY**

Section 1309 of the City Charter requires public works construction contracts to be awarded to the lowest responsive and responsible bidder.

Pursuant to Section 2.09.040 of the Sunnyvale Municipal Code, City Council approval is required for public works contracts exceeding \$100,000 in any one transaction.

#### **ENVIRONMENTAL REVIEW**

The California Environment Quality Act (CEQA) determination for the project is a categorical exemption pursuant to CEQA Guidelines Section 15301(d) for the restoration or rehabilitation of deteriorated or damaged structures.

#### **BACKGROUND AND DISCUSSION**

Repaint Street Light Poles (Capital Project 820120) was created to repaint the City's 2,300 metal streetlight poles, which are showing wear and tear. The capital project repaints approximately one fifth of the City's metal pole inventory every two years, with the expectation that the coating will have a 20-year life. This project will repaint approximately 612 (553 base bid plus 59 additive alternate) poles at various locations throughout the City. The improvements will refresh and update the poles, prevent further corrosion and preserve the City's investment in its street lighting infrastructure.

The scope of work for the project will include removing the original paint, preparing the light pole surfaces, application of a prime coat and applying a final coat of the City specified paint product. Signage attached to the poles would be removed during painting and reinstalled after the final paint coat. The poles will remain in place while being painted and no disassembly of existing light poles is required.

An Invitation for Bids issued on May 25, 2018 with six responsive bids received on June 13, 2018. On September 25, 2018, Council rejected all bids (RTC No. 18-0745), due to the discovery of questions that were not addressed during the bid period which may have provided additional clarity to the

proposing contractors.

The rebid project was re-advertised on the City's DemandStar public procurement network and distributed to Bay Area Builders Exchanges on November 30, 2018. There were 14 contractors that requested bid documents. Sealed bids were opened on December 19, 2018, with 10 responsive bids received (see Attachment 1 - Bid Summary). The lowest responsive and responsible bid was submitted by Kevin Johnson Painting in the amount of \$136,025. The lowest bid is approximately 61% below the engineer's estimate.

### **FISCAL IMPACT**

Project costs include the base bid of \$136,025, an Additive Alternate in the amount of \$11,800, and a recommended 10% contingency in the amount of \$14,783, for a total of \$162,608. Budgeted funds are available in Capital Project 820120.

### **Funding Source**

Capital Project 820120 is funded by the Gas Tax Fund.

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

### **RECOMMENDATION**

1) Make a finding of a California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301(d); 2) award a contract in substantially the same form as Attachment 2 to the report in the amount of \$147,825 to Kevin Johnson Painting for Repaint Street Light Poles 2018 Rebid, and authorize the City Manager to execute the contract when all necessary conditions have been met; and; 3) approve a 10% construction contingency in the amount of 14,783.

Prepared by: Gregory S. Card, Purchasing Manager

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Bid Summary
2. Draft General Construction Contract

Invitation for Bids No. PW19-08					Kevin Johnson Painting		E. Rozakis Restoration		Streetlight Restoration Specialists, Inc.		Athens Painting & Commercial Coatings, Inc.		Anchor Singh Painting, Inc.		Pacific Contractors Group, Inc.		Color New Co.		Affordable Painting Services, Inc.		D & D Painting Co. <sup>(1)</sup>		Satellite Painting, Inc. <sup>(2)</sup>	
Repaint Street Light Poles 2018 RE-BID					5706 Cahalan Avenue #53318		1213 Newmark Way		2828 Cochran Street #360		4291 Suzanne Dr		4761 Pell Drive #4		19025 Parthenia St, Unit 122		23645 Marylee St.		8215 Obsidian Bay Ct.		44 Worrell Rd		4848 San Felipper Road #150-515	
PUBLIC WORKS PROJECT NO. ST-18-06					San Jose, CA 95153		Folsom, CA 95630		Simi Valley, CA 93065		Pittsburg, CA 94565		Sacramento, CA 95838		Northridge, CA 91324		Woodland Hills, CA 91367		Sacramento, CA 95829		Antioch, CA 94509		San Jose, CA 95135	
				Kevin Johnson		Emmanuel Rozakis		Brian Moran		Athena Kouloulas		Anchor Singh		Setmir Qose		Louie Loizu		Dionysios P. Panagiotopoulos		Roudolf Kalachov		Maurizio Vaccari		
BASE BID			QTY	UOM	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Traffic and Pedestrian Control	1	LS		\$ 13,825.00		\$ 14,500.00		\$ 10,000.00		\$ 30,000.00		\$ 18,208.33		\$ 6,000.00		\$ 24,000.00		\$ 49,000.00		\$ 25,000.00		\$ 174,960.00	
2	Pole Preparation and Painting	553	EA	\$ 200.00	\$ 110,600.00	\$ 284.00	\$ 157,052.00	\$ 358.00	\$ 197,974.00	\$ 381.00	\$ 210,693.00	\$ 325.00	\$ 179,725.00	\$ 460.00	\$ 254,380.00	\$ 460.00	\$ 254,380.00	\$ 444.00	\$ 245,532.00	\$ 480.00	\$ 265,440.00	\$ 442.00	\$ 244,426.00	
3	Signs	232	EA	\$ 50.00	\$ 11,600.00	\$ 79.00	\$ 18,328.00	\$ 43.10	\$ 9,999.20	\$ 30.00	\$ 6,960.00	\$ 325.00	\$ 75,400.00	\$ 80.00	\$ 18,560.00	\$ 25.00	\$ 5,800.00	\$ 49.00	\$ 11,368.00	\$ 166.00	\$ 38,512.00	\$ 98.02	\$ 22,740.64	
TOTAL BASE BID AMOUNT						\$ 136,025.00		\$ 189,880.00		\$ 217,973.20		\$ 247,653.00		\$ 273,333.33		\$ 278,940.00		\$ 284,180.00		\$ 305,900.00		\$ 328,952.00		\$ 442,126.64
ADDITIVE ALTERNATE BID			QTY	UOM	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Pole Preparation and Painting	59	EA	\$ 200.00	\$ 11,800.00	\$ 284.00	\$ 16,756.00	\$ 358.00	\$ 21,122.00	\$ 550.00	\$ 32,450.00	\$ 325.00	\$ 19,175.00	\$ 460.00	\$ 27,140.00	\$ 460.00	\$ 27,140.00	\$ 549.00	\$ 32,391.00	\$ 580.00	\$ 34,220.00	\$ 442.00	\$ 26,078.00	
TOTAL ADDITIVE ALTERNATE BID AMOUNT						\$ 11,800.00		\$ 16,756.00		\$ 21,122.00		\$ 32,450.00		\$ 19,175.00		\$ 27,140.00		\$ 27,140.00		\$ 32,391.00		\$ 34,220.00		\$ 26,078.00
Surety				10% bond		10% bond		10% bond		10% bond		10% bond		10% bond		10% bond		10% bond		10% bond		\$40,000 bond		
License (Primary Classification)				C-33		C-33		C-33		C-33		C-33		B, C-33		C-33		C-33		C-33		C-33		
				Subcontractor Name(s)	Work to be Performed	Subcontractor Name(s)	Work to be Performed	Subcontractor Name(s)	Work to be Performed	Subcontractor Name(s)	Work to be Performed	Subcontractor Name(s)	Work to be Performed	Subcontractor Name(s)	Work to be Performed	Subcontractor Name(s)	Work to be Performed	Subcontractor Name(s)	Work to be Performed	Subcontractor Name(s)	Work to be Performed	Subcontractor Name(s)	Work to be Performed	
																				SCI	Construction Management			

Notes

- (1) Math error on Line 3 of base bid. Extended cost corrected to reflect accurate Total Base Bid.
- (2) Math error on Line 3 of base bid. Extended cost corrected to reflect accurate Total Base Bid.

## DRAFT GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and KEVIN JOHNSON PAINTING, an individual ("Contractor").

### RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

**1. The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Repaint Street Light Poles 2018 RE-BID, Project No. ST-18-06, Invitation for Bids No. PW19-08", including Addendum No.1 and 2; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

**2. The Work.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of painting existing City light poles with the specified paint, including preparing the pole surfaces, removing existing paint and applying prime coat. Poles shall be painted in the order shown on the Street Light Locations in the Technical Specifications, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Rodger Higdon and adopted by the Owner. These Plans and Specifications are entitled respectively, Repaint Street Light Poles 2018 RE-BID, Project No. ST-18-06.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

**3. Contract Price.** The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of One Hundred Forty Seven Thousand Eight Hundred Twenty Five and No/100 dollars (\$147,825) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid and accepted Additive Alternate No. 1. All other Additive Alternate(s) are rejected by Owner, and are not included in this contract.

**4. Permits; Compliance with Law.** Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

**5. Inspection by Owner.** Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval,

or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

**6. Extra or Additional Work and Changes.** Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

**7. Time for Completion.** All work under this contract shall be completed before the expiration one hundred (100) working days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

**8. Inspection and Testing of Materials.** Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

**9. Termination.** If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

**10. Owner's Right to Withhold Certain Amounts and Make Application Thereof.** In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

**11. Notice and Service Thereof.** All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale  
Department of Public Works  
Construction Contract Administrator  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

Contractor: Kevin Johnson Painting  
5706 Cahalan Avenue #53318  
San Jose, CA 95153

**12. Assignment of Contract.** Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.

**13. Compliance with Specifications of Materials.** Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

**14. Contract Security.** Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

**15. Insurance.** Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of

the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and \$4,000,000 annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

**16. Indemnification and Hold Harmless.** Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

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

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

**18. Wage Rates.** Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

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

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

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

**19. Accident Prevention.** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

**20. Contractor's Guarantee.** Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications,



in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

**21. Liquidated Damages.** Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of two hundred fifty and no/100 (\$250.00), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

**22. Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

**23. 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.

**24. 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.

**25. Execution and Counterparts.** This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposed be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE  
a Municipal Corporation, Owner

KEVIN JOHNSON PAINTING  
Contractor

License No. 1025934

By \_\_\_\_\_ / /  
City Manager Date

Attest:  
City Clerk

By \_\_\_\_\_ / /  
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
City Attorney Date

By\_\_\_\_\_

Title \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Date \_\_\_\_\_

By\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A  
BID SCHEDULE**

No.	Description	QTY	Unit	Unit Cost
1	Traffic and Pedestrian Control	1	LS*	\$13,825.00
2	Pole Preparation and Painting	553	EA	\$200.00
3	Signs	232	EA	\$50.00

**ADDITIVE ALTERNATE BID SCHEDULE**

No.	Description	QTY	Unit	Unit Cost
1	Pole Preparation and Painting	59	EA	\$200.00

**EXHIBIT B**

**Utilization of Local Workforce in Construction Projects** – The Sunnyvale City Council has adopted a policy which encourages utilization of local workforces, including State-certified apprentices, as a means of supporting economic opportunities for all members of the community. Local workforce is defined as workers residing in Santa Clara County. The lowest responsive and responsible bidder must provide a projection of locally-hired workers utilized for this contract.

Contractor	Projected Number of Locally Hired Workers_____
	Projected Percent of Locally Hired Workers_____ %
Subcontractor(s)	Projected Number of Locally Hired Workers_____
	Projected Percent of Locally Hired Workers_____ %

## PERFORMANCE BOND

**Invitation for Bids No. PW19-08  
Repaint Street Light Poles 2018 RE-BID  
Project No. ST-18-06**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to Kevin Johnson Painting as principal ("Contractor"), a contract for the public work described as follows:

The project entitled "Repaint Street Light Poles 2018 RE-BID, Project No. ST-18-06" pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work painting existing City light poles with the specified paint, including preparing the pole surfaces, removing existing paint and applying prime coat. Poles shall be painted in the order shown on the Street Light Locations in the Technical Specifications, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing its faithful performance.

AND THEREFORE, we the undersigned Contractor as principal and \_\_\_\_\_ a \_\_\_\_\_, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City as obligee in the sum of {Amount in Words} {\$Amount in Numbers} (which amount is not less than 100% of the contract price) to be paid to the City or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's heirs, executors, administrators, successors or assigns) shall in all respects abide by, and well and truly keep and perform all of the covenants, conditions and

agreements in the contract (and any alteration made as provided in the contract) at the time and in the manner specified and in all respects according to their true intent and meaning; and if the contractor shall indemnify and save harmless the City, its officers, employees and agents, as stipulated in the contract, then this obligation shall become and be null and void; otherwise this obligation shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the obligation of the Contractor and surety under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Contractor (or the Contractor's heirs, executors, administrators, successors or assigns) fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Contractor remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY (Name):

\_\_\_\_\_

(Address of Principal Place of Business)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

By: \_\_\_\_\_

Attorney in Fact

CONTRACTOR (Name):

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Name: print or type)

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

By: \_\_\_\_\_

(Name: print or type)

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

**(Notice: The signatures of the Surety  
and Contractor on this bond must be  
acknowledged before a notary.)**

## **PAYMENT BOND**

### **Invitation for Bids No. PW19-08 Repaint Street Light Poles 2018 RE-BID Project No. ST-18-06**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to Kevin Johnson Painting as principal ("Contractor"), a contract for the public work described as follows:

The project entitled "Repaint Street Light Poles 2018 RE-BID, Project No. ST-18-06" pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work painting existing City light poles with the specified paint, including preparing the pole surfaces, removing existing paint and applying prime coat. Poles shall be painted in the order shown on the Street Light Locations in the Technical Specifications, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

It is acknowledged that the contract provides for a one year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing payment of persons who provide labor and material;

AND THEREFORE, we the undersigned Contractor as principal and \_\_\_\_\_ a \_\_\_\_\_, admitted and duly authorized to transact business under the laws of the State of California, as surety, are held and firmly bound unto the City or its successors and assigns as obligee in the sum of \_\_\_\_\_; (which amount is not less than 100% of the contract price) and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's subcontractors, heirs, executors, administrators, successors or assigns) fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed under the Contract, or for any amounts required to be deducted,



withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, that the surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY (Name):

\_\_\_\_\_

(Address of Principal Place of Business)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

By: \_\_\_\_\_

Attorney in Fact

CONTRACTOR (Name):

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Name: print or type)

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

By: \_\_\_\_\_

(Name: print or type)

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

**(Notice: The signatures of the Surety  
and Contractor on this bond must be  
acknowledged before a notary.)**

## GUARANTY

TO THE CITY OF SUNNYVALE, for construction of

Repaint Street Light Poles 2018 RE-BID, ST-18-06

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City for a period of one (1) year following the date of Final Acceptance of the Work, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work and its compliance with the Contract Documents including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom which shall appear within one (1) year, or longer if specified, from the date of Final Acceptance.

If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

Inspection of the work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Supplemental General Provisions, Definition of Works and Terms.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

\_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
(Contractor Address)

\_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



# City of Sunnyvale

## Agenda Item

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18-0626

Agenda Date: 3/5/2019

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### REPORT TO COUNCIL

#### SUBJECT

Award of Contract for Consultant Services for Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan (F18-218)

#### REPORT IN BRIEF

Approval is requested to award a contract in the not to exceed amount of \$411,264 to Alta Planning + Design of Oakland for consulting services for the development of Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan. The contract consists of base services in the amount \$338,866 and optional services in the amount of \$72,398 for additional reports in relation to traffic data collection. Approval is also requested for 10% contract contingency in an amount of \$41,126.

#### EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code, contracts for this type of consultant service are awarded pursuant to a Request for Proposals (RFP) best value process, unless otherwise exempt from the competitive bidding process. Additionally, City Council approval is required for the procurement of goods and services exceeding \$100,000 in any one transaction.

#### ENVIRONMENTAL REVIEW

This action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

The construction of the project will require CEQA review prior to commencement; the appropriate level will be determined during the design process.

#### BACKGROUND AND DISCUSSION

The City of Sunnyvale has embraced a vision of an active and healthy community where bicycle and walking serve as important modes of transportation for the community. Through many of its plans and policies, the City supports healthier lifestyles, reduced dependence on automobiles, safer streets, reduced energy consumption, and the creation of vibrant neighborhoods. Safety considerations of all transport modes take priority over capacity considerations of any one transport mode.

The City intends to prepare a comprehensive Active Transportation Plan (ATP), which will integrate updates to three separate existing plans: a) Bicycle Plan, b) Safe Routes to School Plan, and c) Pedestrian Safety and Circulation Plan, into one document, which will avoid duplication between plans. The City aims to improve existing infrastructure by identifying new projects through the implementation of this comprehensive ATP. The identified projects from the plan will improve

connectivity and continuity to the existing bicycle, pedestrian, and Safe Routes to School networks within the City, with neighboring jurisdictions, and with regional networks, where feasible.

In support of this effort, Request for Proposals (RFP) No. F18-218 was issued on February 27, 2018 to multiple California-based traffic and transportation firms and posted on the City's public procurement network. Three proposals were received on March 30, 2018 from KOA, Nelson Nygaard, and Alta Planning + Design. Proposals were reviewed and ranked by staff from the Department of Public Works. The firms were evaluated based on their qualifications, experience, programmatic approach, and plan for completing of the project.

Alta Planning + Design and KOA were invited to the panel interview based on the merits of their written proposals. Following the interviews, Alta Planning + Design was unanimously selected as the highest ranked proposer due to their extensive experience with similar projects and detailed project approach which also include an extensive Public Engagement Strategy (Attachment 1). It should also be noted that their proposal was also the lowest priced.

### **FISCAL IMPACT**

The total project budget including a 10% contingency is \$452,390. Funding is available in Project 833720 - Bicycle, Pedestrian, and Safe Route to Schools Plan and Project 832880 - Bicycle Master Plan. Project 833720 contains \$338,185 in grant funds from a Caltrans Surface Transportation Program grant, and \$43,815 in Transportation Impact Fee matching funds. Project 832880 is funded by the General Fund and has a total available budget of \$350,000. Staff will utilize \$70,390 of this funding.

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

### **RECOMMENDATION**

1) Award a contract to Alta Planning + Design to develop the Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan in an amount not to exceed \$411,264, and in substantially the same form as Attachment 2 to the report, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) approve a contract contingency in the amount of \$41,126.

Prepared by: Gregory S. Card, Purchasing Officer  
Reviewed by: Timothy J. Kirby, Director of Finance  
Reviewed by: Chip Taylor, Director of Public Works  
Reviewed by: Teri Silva, Assistant City Manager  
Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Public Engagement Strategy
2. Draft Consultant Services Agreement

# MEMORANDUM



100 Webster Street, Suite 300  
Oakland, CA 94607  
(510) 540-5008  
www.altaplanning.com

To: Shahid Abbas, City of Sunnyvale

From: Jeff Knowles, Alta Planning + Design

Date: January 11, 2019

## Re: Sunnyvale Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan - Public Engagement Strategy

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### Public Engagement Strategy

The public engagement strategy for the Sunnyvale Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan proposes meeting residents and stakeholders in a variety of geographically dispersed venues and locations throughout the planning process in order to engage with as many residents as possible. The planning effort includes conducting walkability and school audits, leading a bicycle tour/audit, and interacting with people at community workshops. Outreach activities will be developed to educate the public about the plan, collect input, and obtain feedback on potential trade-offs between alternatives under consideration. In-person outreach will be supported by interactive online surveys and a robust social media presence that is tied to the City's tools and social media platforms. Alta has staff fluent in Spanish to translate written material and attend workshops to provide interpretations services as needed.

### Goals for Engagement

The top goals for engagement that will guide all of the outreach activities include:

- **Educate about Project Goals and Timeline** – Convey information to stakeholders about the Sunnyvale Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan in a way that is accessible, meaningful, and linguistically appropriate, including a timeline for the project and milestones at which people can provide feedback.
- **Build Relationships and Shared Language of Goals and Vision**– The project process will be amplified by the support of local municipalities, agencies, school communities, and the public at large. The process aims to build local champions and ensure the plans and identified projects have community buy-in and support.
- **Gather Input on Bicycling, Walking, and Safe Routes to School Needs** – The process aims to capture and integrate how residents and other stakeholders envision bicycling, walking, and safe routes to schools in Sunnyvale. The project team aims to seamlessly integrate the engagement process with the technical process to ensure community and stakeholder input is reflected in the output.

## Audience

Outreach will be targeted to reach a diverse set of stakeholders across Sunnyvale and neighboring jurisdictions that have a stake in the planning process including:

- People who live, work, and recreate in Sunnyvale
- Sunnyvale Elementary Unified School District and Fremont Union High School District staff
- Sunnyvale school staff, families, and students
- Teens, youth, seniors, and people with disabilities in Sunnyvale
- Community-based organizations focused on environment, health, schools, active transportation, trails, and economic justice

## Engagement Rounds and Strategies

The engagement process will happen concurrently to the planning and analysis efforts and plan preparation.

Round 1: Developing Vision and Goals, Identifying Active Transportation Needs (February - May 2019)

The first round of stakeholder and community workshops, focus groups and meetings will provide an introduction of project goals and timeline, and will be an opportunity for the project team to share any existing conditions findings. The first round of engagement will solicit input on priorities for a vision, goals, and policies as well as overall and location-specific barriers to walking, bicycling and safe routes to schools in Sunnyvale.

### **City and Stakeholder Engagement Includes:**

- One (1) BPAC meeting
- Two (2) meetings with neighboring jurisdictions and VTA to coordinate adjacent plans
- Four (4) meetings with school district representatives and principals

### **Online and Public Engagement Includes:**

- An online survey and interactive map where users can drop pins to identify key destinations, barriers, and preferred routes
- Two (2) community meetings/pop-up events
- Four (4) Sunnyvale focus groups with representatives from groups such as the City's Advisory Committee on Accessibility, Senior Center Advisory Committee, Teen Advisory Committee, and other resident/business stakeholder groups

### **Walking, Bicycling, and School Walk Audits Include:**

- One (1) Bicycling Audit
- Up to five (5) neighborhood Walk Audits
- Up to twenty-one (21) School Walking Audits

Round 2: Review of Draft Recommendations (October - December 2019)

The second round of stakeholder and community workshops and meetings will be an opportunity for the BPAC members and public to provide feedback on draft recommendations developed following the existing conditions and needs analysis process. Draft recommendations will be informed by public input in Round 1. The project team hopes to solicit comments that helps prioritize projects for implementation. It will also allow for a discussion of challenges and opportunities associated with implementation of the plans. The draft recommendations will be presented to Council at a Work Session and shared online for public comment.

**Activities Include:**

- One (1) City Council Meeting (work session; no formal action)
- One (1) BPAC meeting
- One (1) community meeting
- Posting draft recommendations on the interactive web mapping tool for public comment

Round 3: Review of Prioritized Projects and Public Draft Plans (January - February 2020)

The third round of BPAC and community meetings will be an opportunity for the public to provide feedback on the draft plans with a priority list of projects and conceptual designs developed through the community and stakeholder input gathered in Round 1 and 2. Feedback will be incorporated into Final Draft Plans submitted to City Council for approval.

**Activities Include:**

- One (1) BPAC meeting
- One (1) community meeting
- One (1) City Council meeting (approve Plans)



**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND  
ALTA PLANNING + DESIGN, INC. FOR BICYCLE PLAN, SAFE ROUTES TO  
SCHOOL PLAN, AND PEDESTRIAN SAFETY AND CIRCULATION PLAN  
PROJECT**

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

WHEREAS, CITY desires to secure professional services necessary for updating/preparing the City's Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan project; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

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

2. Notice to Proceed/Completion of Services

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

3. Project Schedule

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

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." 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" for each phase, and shall include services as identified in Exhibit "A" in the amount of Three Hundred Thirty Eight Thousand Eight Hundred Sixty Six and No/100 (\$338,866.00) for the duration of the contract, as well as optional services in an amount not to exceed Seventy Two Thousand Three Hundred Ninety Eight and No/100 (\$72,398.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Four Hundred Eleven Thousand Two Hundred Sixty Four and No/100 Dollars (\$411,264.00) 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.

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, 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 during the same or similar time period.

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. In no event shall the cost to defend charged to the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. 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 sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY:                      Shahid Abbas, Transportation and Traffic Manager  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT:      Alta Planning + Design, Inc.  
Attn: Jeff Knowles c/o Contract Administrator  
711 SE Grand Ave.  
Portland, OR 97214

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.    Governing Law, Jurisdiction and Venue

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

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

{CONSULTANT'S NAME}  
("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

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

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

By \_\_\_\_\_

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

**Exhibit A**  
**Detailed Scope of Work**

**SCOPE OF WORK**  
**Active Transportation Plan**  
**(Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan)**

**I. Project Background**

The City of Sunnyvale has embraced a vision of an active and healthy community where bicycle and walking serve as a major mode of transportation for its residents. Through many of its plans and policies, the City supports for healthier lifestyles, reduced dependence on automobiles, safer streets, reduced energy consumption, and the creation of vibrant neighborhoods. The City recently revised the Land Use and Transportation Element (LUTE) in the City's General Plan to include Complete Streets policies, which lay down the foundation for providing safe access to city streets for all modes of transportation. Safety considerations of all transport modes shall take priority over capacity considerations of any one transport mode.

- a. Bicycle Plan:** The City adopted the Citywide Bicycle Plan in 2006. Since then, there have been many changes and improvements on the City's bicycle network, and therefore, the plan needs to be updated to reflect these changes to effectively meet the needs of Sunnyvale residents and to increase bicycle ridership. The City recently published a Green Bike Lane Design Guidelines, however, it does not serve as a standalone comprehensive bicycle design standards and specifications guidebook. The 2006 Bicycle Plan identified projects to expand and improve the existing bicycle network, but it did not evaluate impacts on on-street parking and traffic operations. The new Bicycle Plan will not only identify impacts on on-street parking and traffic operations, e.g., if a travel lane or a parking lane were to be removed, it shall also identify mitigation measures, where feasible. For this effort, the Consultant may require to collect additional data to quantify these impacts at the planning level; detailed traffic analysis will not be required.
- b. Safe Routes to School Plan:** The City prepared a Safe Routes to School Plan in 2012, which was also referred as the Comprehensive School Traffic Safety Study. Since the last plan was prepared, some roadway improvements have been implemented to enhance safety within the vicinity of schools. The City has a SRTS liaison to coordinate and collaborate with members in the SRTS program.
- c. Pedestrian Safety and Circulation Plan:** The City prepared the Pedestrian Safety and Circulation Plan in 2007. This plan needs to be updated to reflect changes in the pedestrian circulation elements within the City due to roadway improvements and other development projects. The Pedestrian Safety and Circulation Plan shall provide guidelines to promote a pedestrian-friendly environment in public spaces, including on-street and off-street pedestrian paths, and encourage walking by enhancing convenience, safety, and attractiveness.



The City aims to improve the existing infrastructures by identifying new projects through the implementation of the three plans as listed above. The three plans together will become the Active Transportation Plan (ATP) for the City. The identified projects from these three plans shall improve connectivity to the existing bicycle, pedestrian, and Safe Routes to School networks. These plans shall provide continuity to the bicycle and pedestrian networks within the City, with neighboring jurisdictions, and with regional networks, where feasible. The development of these three plans will require close coordination with neighboring jurisdictions and the Santa Clara Valley Transportation Authority (VTA). Integration of regional routes/trails in the Bicycle Plan and the Pedestrian Safety and Circulation Plan is essential, and therefore the Consultant shall identify these regional routes/trails in the plans.

There are specific guidelines for bicycle and pedestrian facilities in the City's adopted Specific/Precise Plans. The proposed guidelines and standards in the Bicycle Plan and Pedestrian Safety and Circulation Plan shall conform with the guidelines and standards identified in the City's Planning documents.

There are several documents relevant to this Request for Proposal (RFP) that the City has completed or are currently under development. The Consultant shall review and be familiar with the following documents for successful completion of these plans.

**i. 2006 Bicycle Plan**

The plan:

- Provides an overview of the existing bikeways and bicycle-support facilities, as well as planned improvements; and,
- Serves as a guide for the development of future bicycle capital improvement program.

**ii. Sunnyvale Bike Map**

The City of Sunnyvale 2017 Bike Map provides a graphical depiction and overview of the City's bicycle network facilities.

**iii. City's General Plan (Land Use and Transportation Element)**

In April 2017, the City adopted the latest LUTE in the General Plan. The General Plan provides the vision for the City's future and sets guidance regarding the City's land use, mobility, infrastructure, and policy.

**iv. City's Specific/Precise Plans and Other Planning Documents**

The City has planning documents for specific/precise plan areas, including Downtown Specific Plan, El Camino Real Precise Plan, Moffett Park Specific Plan, Lakeside Specific Plan, Peery Park Specific Plan, Lawrence Station Area Plan, and Arques Site Specific Plan. Other planning and design documents include Tasman/Fair Oaks Area Pedestrian and Bicycle Circulation Plan, Fair Oaks Junction Sense of Place Plan, and East Sunnyvale Sense of Place Plan. Some of these documents highlight the bicycle and pedestrian networks within the specific plan area, existing bicycle parking, and proposed bicycle improvements.

**v. Complete Streets Policy**

The City has adopted a resolution for the Complete Streets Policy on December 6, 2016. The Metropolitan Transportation Commission (MTC) administers the One Bay Area Grant (OBAG) Program. In order to be eligible for this grant, MTC requires local jurisdictions must comply with the California Complete Streets Act of 2008.

**vi. Caltrans' Complete Streets Implementation Action Plan 2.0**

The intent of the California Department of Transportation's (Caltrans) Complete Street Implementation Action Plan 2.0 is to describe the current Caltrans complete streets policy framework and to provide an overview of Caltrans' continued complete street efforts.

**vii. Green Bike Lane Design Guidelines**

The City published the Green Bike Lane Design Guidelines in 2016. This document provides a general guidance for green bike installation within the City following the Caltrans' approval for the use of green bike lanes on all state highways and local jurisdiction roadways. It also follows the terms as included in the Manual on Uniform Traffic Control Devices (MUTCD) Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) Memorandum.

The Consultant shall propose improvements to the existing design guidelines and policy, where appropriate. These recommended improvements shall comply with the latest state and national standards, and they shall be clearly documented in the revised design guidelines/standards.

**viii. Vision Zero Plan**

The City is currently developing a Vision Zero Plan, which strives to reduce the number of all types of collisions, especially serious injury and fatal collisions within the City of Sunnyvale. The collision analysis and findings from the Existing Conditions assessment will be the basis for the development of the Vision Zero Plan.

**ix. 2017 Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan**

The City conducted an ADA Self-Evaluation and prepared the ADA Transition Plan in 2017 to provide recommendations with regard to policies, procedures and practices related to ADA, and to assess City owned and leased facilities to ensure appropriate access exists as well as to mitigate deficiencies in compliance with State and Federal disability civil rights laws.

**x. Design Guidelines, Standards and Specifications**

The Consultant shall be familiar with other Countywide and regional documents related to bicycle plans and policies, including but are not limited to: VTA Countywide Bike Plan, VTA's Bicycle Technical Guidelines, VTA Valley Transportation Plan (VTP) 2040, MTC's Regional Bicycle Plan for the San Francisco Bay Area 2009 Update, Plan Bay Area 2040, and Bicycle Plan/Safe Routes to School Plan/Pedestrian Safety and Circulation Plan from the neighboring jurisdictions.

The Consultant shall be familiar with the relevant state and national standards, research reports, California MUTCD, Caltrans' Highway Design Manual and other publications from National Cooperative Highway Research Program (NCHRP), American Association of State Highway and Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE), Caltrans, and National Association of City Transportation Officials (NACTO).

All the proposed improvements must conform to the City's Design Guidelines and Standards.

The Consultant shall research and recommend how frequent these three plans (Bicycle Plan, Safe Routes to School Plan, and Pedestrian and Safety and Circulation Plan) shall be updated.

### **III. The Proposed Plans and Objectives Project Information**

The Consultant selected for the preparation of the Bicycle Plan, Safe Routes to School Plan, and Pedestrian and Safety and Circulation Plan shall have experience in urban design, traffic engineering, and public outreach. The Consultant shall work closely with City staff to develop the Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan. The main intent of these plans is to enhance safety and mobility to all road users.

**Bicycle Plan:** The Bicycle Plan shall describe the existing conditions, assess current unmet needs, provide a vision, strategies, and actions for improving and encouraging bicycle travel within the City and through the City, reflect current best practices for planning, design, and executions of bicycle facilities and programs, identify bicycle parking needs, bicycle parking facility design standards and installation guidelines including bicycle racks, bicycle lockers, bicycle cages, and establish eligibility of funding from Caltrans and other sources.

**Safe Routes to School Plan:** The Sunnyvale SRTS Plan shall include the preparation of a variety of documents to educate and encourage both children and parents to walk and bike, not only to/from school, but also as part of their everyday activities. The City will continue to provide the infrastructure and resources necessary for residents to incorporate active transportation lifestyles into their daily lives, and to become part of a healthier community. The SRTS plan shall include SRTS maps that illustrate existing features to/from schools, safety analysis and severe injury map, and a list of roadway improvement projects to make walking and bicycling safer.

**Pedestrian Safety and Circulation Plan:** This plan shall document the existing conditions analysis, identify pedestrian needs, available right-of-way, connectivity, barriers, multimodal linkage, walkway improvements and associated structures if needed, etc.

The City intends to work with its Bicycle and Pedestrian Advisory Commission (BPAC) and other City identified stakeholders, including Caltrans, and neighboring and regional agencies. The Consultant shall coordinate with the City and other stakeholders during the planning process. These plans shall satisfy all requirements of the VTA, Caltrans, and MTC to qualify for grant funding, including Caltrans Bicycle Transportation Account (BTA) funding.

Each of these three plans shall identify major barriers, such as major intersections, major roadways, railroad crossings or other barriers of significance as determined by the Consultant for safe crossing, and to provide connectivity and continuity of the bicycle and

pedestrian networks. The Consultant shall suggest feasible mitigation measures to cross these barriers safely.

#### **IV. Detailed Scope of Services**

The scope of work for consulting services is divided into nine tasks. The tasks for the Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan are described in Task 6. The three plans shall complement each other to meet their goals and objectives, and therefore directly contribute in achieving connectivity and continuity in the bicycle and pedestrian networks. The Consultant shall ensure that there will not be any duplication of tasks between these three plans.

##### **Task 1. Project Work Plan and Management**

The City will hold a kick-off meeting with Caltrans staff and the Consultant to discuss grant procedures, including invoicing, quarterly reporting, and all other relevant information. This meeting will provide a complete understanding of the project and the City's expectations. The Consultant shall prepare a list of data needs to be provided by the City in order to complete the project. The Consultant shall prepare a project work plan, which includes public outreach approach and project schedule. The Consultant shall prepare an agenda for the meeting and draft the meeting minutes. All the presentation materials shall be approved by the City's Project Manager at least five (5) business days prior to the meeting.

###### Task 1 Deliverable:

- 1.1. A project work plan, which includes but not limited to, project schedule with milestones, public participation plan, schedule of meetings, meeting agenda and meeting minutes, documentation of findings, and written comments.

##### **Task 2. Coordination and Public Outreach**

It is anticipated that successful accomplishment of these services will require coordination with diverse demographics, engaging people of all ages and abilities to solicit input regarding existing bicycle/pedestrian networks facilities and identify potential bicycle/pedestrian network improvements and strategies. The Consultant shall be responsible for providing adequate coordination, including conducting public meetings and presentations and implementing the proposed public engagement strategy (Appendix C).

Up to twenty-five (25) meetings are anticipated throughout the course of this project. These meetings are in addition to the coordination required by the Consultant with individual schools for completion of the SRTS maps with existing features and potential future improvements near each of the 21 Sunnyvale Schools as discussed in Task 6B.1. The purpose of these meetings is, in part, to inform the public, boards and commissions, the various stakeholders, and City Council about the project scope, progress of the work, and discussions regarding problems and their resolutions. The Consultant shall prepare presentation materials, make formal and/or informal presentations (whichever is appropriate) and respond to questions from the general public, City officials, board members and commissioners, and City Council. The Consultant shall keep, maintain, and distribute accurate records of each meeting.

The anticipated meetings and public workshops include, but are not limited to:

- a. Meeting with City staff (8)
- b. Meeting with School Districts/Principals (4)

- c. Sunnyvale Focus Groups (4)
- d. Meeting with neighboring jurisdictions and VTA (2)
- e. Meeting with Bicycle and Pedestrian Advisory Commission (2)
- f. City Council Meetings (2)
- g. Public Meetings (3)

In addition, the Consultant shall provide bi-weekly project status updates to ensure good communication on project status and upcoming tasks and to make sure the project remains on schedule and within budget. The Consultant shall specify the method of the meetings; the City is open to any methods such as web-based and/or conference call meetings.

The City will update project status on the City's website. The Consultant shall provide project summary, project updates, public events, bicycle and walking tours, walking audits, community survey/feedback, and other subsequent documents along with necessary graphics to City staff to publish on the project website.

**Task 2 Deliverables:**

- 2.1. Provide a meeting agenda at least five (5) business days prior to the meeting to the City.
- 2.2. Provide presentation materials to the City for review at least five (5) business days prior to the meeting. For the City Council and Commission meetings, the Consultant shall submit presentation materials and other documents to the City up to eight (8) weeks prior to the meeting.
- 2.3. Provide draft meeting minutes to the City no later than five (5) business days after a meeting. This deliverable may require multiple drafts.
- 2.4. Provide project summary, project updates, community survey questionnaires, relevant project information to publish on the City's website throughout the project duration.

**Task 3. Identify Visions, Goals, Policies and Action Statements**

The Consultant, in coordination with City staff, board members, and commissioners shall develop goals, policies and action statements related to the bicycling in City of Sunnyvale. The Consultant shall review the existing City's Safe Routes to School Plan and develop goals, policies and action statements related to the Safe Routes to School Plan.

The Consultant shall collect and analyze the City's existing plans and policies (as listed in Section II), review concepts and policies from comparable communities and national organizations, and review relevant legislation that might affect the implementation of the Pedestrian Safety and Circulation Plan.

The Consultant shall develop a long-range vision for Bicycle Plan, Safe Routes to School Plan, and pedestrian route and facility planning, to meet the existing plans and policies. The Consultant shall document the vision in a draft report.

**Task 3 Deliverables:**

- 3.1. A draft report identifying goals, policies, and action statements for bicycling in Sunnyvale.

- 3.2. A draft report identifying goals, policies, and action statements for Safe Routes to School.
- 3.3. A draft report summarizing the evaluation of goals, policies, objectives, coordination opportunities for the Pedestrian Safety and Circulation Plan.
- 3.4. A draft report of a long-range vision for Bicycle Plan, Safe Routes to School Plan, and pedestrian route and facility planning to meet existing plans and policies.

#### **Task 4. Safety Analysis**

The City has a comprehensive in-house collision database (Crossroads), which includes data such as primary collision factor, parties involved in a collision, collision severity, collision type, collision location, etc. The Consultant shall come to the City office to collect the necessary collision data from the Crossroads Collision database. The Consultant shall perform a detailed collision analysis with the collision data for the last five years. The Consultant shall become familiar with the Crossroads Collision software, and the City can provide an overview of the software, if necessary. However, the Consultant shall perform all the analyses involved in this task. At a minimum, the collision analysis shall identify and rank collision locations involving pedestrians and bicycles. The Consultant shall identify probable cause of the collision and the party at fault, and suggest mitigation measures to reduce or to eliminate future collisions. Based on the current practices, this effort shall identify potential countermeasures for implementation to enhance pedestrian and bicycle safety. The targeted list of benefits from these countermeasures and improvements shall be included. The Consultant shall prepare a planning level cost estimate for the proposed countermeasures and improvements. The Consultant shall prepare a conceptual plan for any proposed engineering or roadway improvements.

The Consultant shall analyze collisions and prepare maps including the following factors: all bicycle and pedestrian-involved collisions, high frequency collision locations, bicycle collisions with bicyclist at fault, bicycle collisions with driver at fault, collisions with primary collision factor for bicyclist at fault, primary collision factor for driver at fault involving bicyclists, minor and senior bicyclists at fault in collisions, collisions with severe injury or fatality, and collisions with other contributing factors such as alcohol-involved, hit-and-run, red light running, lighting conditions, weather conditions, etc.

The Consultant may require to analyze collision data and prepare specific collisions maps as per individual plan needs. This effort will be done in conjunction with the tasks as discussed in the individual plans in Task 6, as given in subsequent paragraph.

##### Task 4 Deliverables:

- 4.1. A report summarizing the methodology used and the assumptions for the collision analysis, results, collision locations, and discussion of safety issues, targeted countermeasures and other improvements throughout the City.
- 4.2. A copy (including an electronic copy) of the collision data analysis and collision location maps.
- 4.3. Maps showing collisions and contributing factors as listed in the previous paragraph.

#### **Task 5. Bicycling and Walking Audits and School Audits**

##### *Task 5.1. Bicycling Audit*

City staff, the Consultant, and other identified stakeholders shall conduct a bicycling audit to identify problem areas as well as popular/preferred bicycling areas within the City. The Consultant shall propose up to five (5) locations for bicycling audit. Members of the public may be invited to attend.

#### *Task 5.2. School Walking Audit*

The Consultant shall lead a walking audit of Sunnyvale schools (up to twenty-one (21) walking audits) during the morning drop-off and/or afternoon pick-up period to observe conditions and behaviors, and to identify challenges or impediments that currently limit walking and bicycling. A list of Sunnyvale schools is attached (Exhibit A). Interested stakeholders, City staff, representatives from schools may be invited to attend.

#### *Task 5.3. Citywide Walking Audit*

City staff, the Consultant, and interested stakeholders shall conduct a walking audit to identify problem areas as well as popular/preferred walking areas within Sunnyvale. The Consultant shall propose up to five (5) locations for walking audit. The proposed locations shall be representative of different land uses and pedestrian generation activities, e.g., residential, commercial, etc. Members of the public may be invited to attend.

#### Task 5 Deliverables:

- 5.1. Bicycling audit summary and photos.
- 5.2. Summary, photos, and meeting notes for school walking audit at twenty-one (21) schools.
- 5.3. Walking audit summary and photos.

### **Task 6. Development of Plans**

#### **Task 6A. Bicycle Plan**

The Sunnyvale Bicycle Plan will serve as a planning document for the City to identify and prioritize bicycle facilities improvement projects. The plan will serve as a guide to encourage bicycling in Sunnyvale as both a form of transportation mode and for recreational purpose, and to summarize all goals, policies, and action statements related to bicycling and walking. This request for proposal is for planning and engineering services for the preparation of the Sunnyvale Bicycle Plan as described here and elsewhere in the document.

##### *Task 6A.1. Existing Conditions Analysis*

The Consultant shall document the existing bicycle infrastructure and programs in the City, including existing bicycle networks, amenities, the existing numbered bicycle routes, educational programs and policies to promote and encourage bicycling as an alternative nonmotorized transportation solution. The Consultant shall review the documents related to bicycle transportation needs as listed in Section II. The Consultant shall collect and analyze data regarding bicycle ridership, bicycle collision statistics, characterizations of Sunnyvale bicyclists (commuter, recreational, school, etc.), land use patterns, US Census data and bicycle parking survey. The Consultant shall also research and include information and analysis regarding the following items:

- i. Types of traffic signal detection in Sunnyvale
- ii. Existing bicycle facilities, existing bicycle control measures such as traffic signal timing, bicycle detection at traffic signal, etc.

- iii. Discussion of existing educational and safety programs
- iv. Discussion of goals achieved from the previous plan
- v. Bicycle collision analysis (as described in Task 4. Safety Analysis)

The City maintains a traffic count database from various City managed projects. The Consultant shall coordinate with the City's Project Manager to obtain the existing traffic counts before collecting additional traffic counts (see Optional Task 7.2).

The inventory of the existing conditions shall identify ADA needs to accommodate bicyclists with disabilities. The Consultant shall present the existing conditions analysis using the City's current Geographic Information System (GIS) and other graphical formats, where appropriate. The Consultant shall review the data and incorporate relevant information into a report.

Task 6A.1 Deliverable:

6A.1.1. A draft report summarizing the existing conditions, including the following elements:

- Bicycle ridership from census, Caltrain and VTA ridership statistics, and School information;
- Bicycle Collision Analysis (past five years);
- Demographics of bicyclist in Sunnyvale, including the characteristics of different types of riders (recreational, commuter, children);
- Land use patterns;
- Bicycle parking survey (public spaces, commercial/retail developments, schools);
- Types of traffic signal detection (bicycle and pedestrian detection);
- Existing educational and safety programs; and,
- Inventory of existing facilities, programs, and policies.

*Task 6A.2. Identification of Deficiencies and Needs*

The Consultant shall identify connectivity and continuity to the existing bicycle network and identify gaps in the existing bicycle networks hindering safe and convenient access to key destinations (e.g. schools, parks, transit, major local and regional bicycle and pedestrian facilities). This will include an analysis of the existing bicycle network, exploration of recreational bicycling opportunities, expansion/update of the existing bicycle network and associated guidelines and standards, and development of safety and educational programs that will address issues from the collision analysis.

The Consultant shall identify funding sources and opportunities. In addition, the Consultant must include elements in the California Streets and Highways Code Section 891.2 and



Caltrans' Active Transportation Program (ATP) Active Transportation Plan components in the City's Bicycle Plan.

The Consultant shall identify needs and improvements for the bicycle network facilities within the City, which include but are not limited to the following:

- a. Shared Roadway (No Bikeway Designation) – Bicycle travel occurs on streets without bikeway designations.
- b. Class I Bikeway – A Class I multiuse path provides a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.
- c. Class II Bikeway (Bike Lane) – A Class II bikeway is an on-street bike lane facility that separates bicycle from vehicle traffic by paint, but with vehicle parking and crossflows by pedestrians and motorist permitted.
- d. Class III Bikeway (Bike Route) – A Class III Bike Route provides a right-of-way on-street or off-street, designated by signs or permanent markings and shared with pedestrians or motorists, typically on lower volume roadways. The Consultant shall perform an analysis to determine the feasibility of using bike route numbers on Sunnyvale roadway network for east/west and north/south directions. The City has a set of proposed preliminary bike route numbers on selected Sunnyvale roadways (see Appendix A-1 and A-2). However, the Consultant may propose different bike route numbers if necessary.
- e. Class IV Bikeway (Separated Bikeway or Cycle Track) – A Class IV bikeway provides a right-of-way designated exclusively for bicycle travel adjacent to a roadway, which are separated from vehicular traffic.
- f. Bicycle Boulevard – Bicycle boulevards are streets with low motorized traffic volumes and speeds, designated and designed to give priority for bicycle travel.
- g. Part-time Bicycle Lane – A part-time bicycle lane operates on a part-time basis where parking is allowed during night time. For example, the part-time bicycle lane has been implemented along Homestead Road. If the Consultant identifies locations for implementation part-time bicycle lane, the bicycle lane operation hours shall be suggested.
- h. Green Bike Lane – The purpose of the green colored pavement is to increase the visibility of the facility, identifies potential areas of conflict, reinforces priority to bicyclists in conflict areas, and discourages illegal parking in bike lanes.
- i. Bicycle Box – It is a designated area for bicycles, which is painted in green with a white bicyclist symbol inside. The bicycle box is typically located at the head of a traffic lane at a signalized intersection. It provides a safe waiting area for bicyclists when stopped at a red light.

There are various water channels passing through the City. The Consultant shall assess the possibility of installing trails along these water channels. The Consultant shall explore potential opportunities for installation of Class I bicycle and pedestrian trail along Evelyn Avenue adjacent to Caltrain railroad tracks between the City of Sunnyvale and the City of

Mountain View. The Consultant shall also explore the needs and feasibility to connect Calabazas Creek Trail to the Caltrain Lawrence Station.

The Consultant shall identify the suitability of bicycle facilities in the City's bicycle network and provide design criteria for each of these facilities and proposed improvements. The barriers along the bicycle network shall be identified. These barriers include bicycle network passing through major roadway intersections, railroad crossing, etc. The Consultant shall propose design guidance for safe passage of bicycle network through a barrier. The Consultant shall quantify the impact on parking and traffic operations if travel lane removal is suggested due to a proposed bicycle facility or improvement. The proposed plans shall identify the number of parking removal and how the removed parking spaces will be replaced within the project vicinity. The identified impacts shall be mitigated if possible. The Consultant must identify requirements of right-of-way for future bicycle lane facilities, if they cannot be accommodated in the existing right-of-way. These analyses shall be done only at planning level. The Consultant shall refer to the latest Caltrans' Highway Design Manual for the suggested width of travel lane, if changes in roadway geometry are proposed.

Task 6A.2 Deliverable:

6A.2.1. A draft report including the following elements:

- An updated Sunnyvale Bicycle Network with bicycle facilities and associated guidelines and standards as defined in this section;
- Identify barriers with mitigation measures;
- Explore recreation bicycling opportunities;
- Feasibility of trails;
- Parking impacts and suggested mitigation measures due to parking lane removal;
- Impacts on traffic due to travel lane removal for bike lane installation; and,
- Suggested safety and education programs that will address issues from the collision analysis.

*Task 6A.3. Development of Conceptual Designs*

In conjunction with the development of goals, policies, and programs for the plan, the Consultant shall work with City staff to develop sample cross sections and design details for key intersections and corridors (up to five (5) intersections and five (5) corridors), and to identify potential shelf-ready projects for future grants. The level of detail and involvement with project design at this phase shall be further discussed during the refinement of the final scope of work.

Task 6A.3 Deliverable:

6A.3.1. A draft report including the following elements:

- Conceptual roadway cross section and design details for key locations; and,
- A summary of potential shelf-ready projects for future grants.

#### *Task 6A.4. Bicycle Design Standards and Bicycle Lane Implementation*

The Consultant shall perform research on the latest best bicycle design practices in conjunction with the documents listed in Section II. The Consultant shall prepare a standalone guideline of design standards and specifications for Class I bikeways, Class II bike lanes, Class III bike routes, Class IV bikeways, bicycle boulevards, part-time bicycle lanes, bicycle boxes, raised separated bikeways, sharrows, green bicycle lanes, and bicycle parking. This document shall provide examples and conceptual layouts of markings and signs of bicycle lanes through conflict points and intersections. The City anticipates several requests for installation of these bicycle facilities. A policy for bicycle boxes shall be prepared to prioritize and limit these installations.

##### Task 6A.4 Deliverable:

- 6A.4.1. A standalone document with installation guideline, design standards and specifications for bicycle facilities and parking. The document shall also include policies for bicycle control features and traffic control devices associated with bicycle plan, as well as graphical illustration for easy understanding.

#### *Task 6A.5. Update Sunnyvale Bicycle Capital Improvement Program*

The Consultant shall update the Sunnyvale Bicycle Capital Improvement Program (CIP) that was adopted by the City Council in 2000. The Bicycle CIP evaluated all the possible projects in the Sunnyvale Bicycle Network. This update will remove completed projects from the program, reevaluate revenue sources, update project information and costs, and develop a new project ranking.

The Consultant shall propose new capital projects to improve the bicycle network. As part of this process, the Consultant shall identify locations where additional right-of-way and/or plan line adjustments may be needed to accommodate the improvements. The Consultant shall develop a preliminary project and program cost estimates and prioritize phasing of projects and programs.

##### Task 6A.5 Deliverable:

- 6A.5.1. An update list of Sunnyvale Bicycle CIP projects both in a table format and in a graphical format for easy understanding and identification of project locations.

#### **Task 6B. Safe Routes to School Plan**

The Safe Routes to School Plan aims to develop roadway improvements, and to identify activities and events to encourage walking and bicycling to school safely through education, encouragement, and enforcement efforts around Sunnyvale schools. This Plan shall be supplemented by Task 1 through Task 5 as discussed earlier in this section.

##### *Task 6B.1. Safe Routes to School Maps*

The Consultant shall meet with school principals or SRTS representatives in each school individually for the development of SRTS maps that illustrate existing features and proposed improvements near each public school in Sunnyvale. Some schools have collected data from students and parents; the City will provide these data to the Consultant. However, the Consultant is responsible to document methodology used and validity of the data sets. If additional data is needed, the Consultant shall be responsible to collect the necessary data to complete the SRTS Plan. The Consultant shall create maps that illustrate the existing

features, such as bicycle parking, locations with crossing guards, traffic control devices, marked crosswalks, and showing radius coverage within ¼ of a mile from each public school in Sunnyvale. The Consultant shall identify approximate radius for each school and get approval from the City's Project Manager. The Consultant shall also include the proposed improvements on these maps. These maps will be used for planning and engineering purposes for the development of Capital Improvement projects, and they will not be used as recommended routes to walk or bike to school.

Task 6B.1 Deliverables:

- 6B.1.1. Draft maps for all 21 Sunnyvale Schools (see Appendix A-3 for the list of schools) showing all elements listed in this task.
- 6B.1.2. Coordinate with schools to obtain feedback/comments on the maps.
- 6B.1.3. Final maps for each of the 21 Sunnyvale Schools, after incorporating comments on draft maps from the community, City staff, and school staff.

*Task 6B.2. Education Assessment*

The Consultant shall document the existing educational tools and activities used covering bicycle and pedestrian safety in Sunnyvale schools. These activities may include but not limited to classroom training, newsletters, calendar of activities, back to school letter, etc. The Consultant shall provide recommendations on existing school curriculum and additional educational activities.

Task 6B.2 Deliverable:

- 6B.2.1. A draft report documenting the existing education tools, recommended educational activities, the estimated cost for the proposed activities, frequency of the activities, and the suggested topics to be covered.

*Task 6B.3. Enforcement*

The Consultant shall document the existing enforcement activities through the City of Sunnyvale's Department of Public Safety (DPS), crossing guards, etc. The Consultant shall review the City's existing policy to request crossing guards at school crossing locations and if necessary, make necessary amendment as per the latest CA MUTCD. The Consultant shall inventory the existing signs and markings around the school zones. The Consultant shall also make recommendations for missing or non-compliant signs and markings as per the latest CA MUTCD for enforcement purpose. The Consultant shall routinely invite the Sunnyvale DPS to participate in school and community based programs. The Consultant shall meet with police officers to find out if increased enforcement is possible around schools during drop-off and pick-up times, rotating school location with those with most complaints regarding pedestrian safety issues, and other activities to monitor safety around schools.

Task 6B.3 Deliverable:

- 6B.3.1. A draft report documenting the existing enforcement policy, an updated crossing guard policy, existing signs/markings, and recommended signs/markings.

*Task 6B.4. Installation Guidelines for Traffic Control Improvements*

The Consultant shall research into the latest guidelines and policies in conjunction with the documents listed in Section II for traffic control improvements to enhance safety at school and within the school vicinity. The types of traffic control improvements include, but not

limited to, pedestrian flashing beacon, crosswalk refuge, in-pavement flashing warning lights, marked crosswalk at uncontrolled intersections, raised crosswalk, high visibility ladder crosswalk, rectangular rapid flashing beacons, traffic signal improvements, and including other pavement markings/enhancements. The Consultant shall prepare an installation guideline for each of these safety improvements and recommended installation criteria, along with relevant photos of the improvements. These guidelines shall conform with the latest standards and guidelines as discussed in Section II. As an example, please refer to City's existing Comprehensive School Traffic Study 2012.

Task 6B.4 Deliverable:

6B.4.1. Guidelines for installation of traffic control improvements.

*Task 6B.5. Needs Assessment and Improvements*

The Consultant shall assess the existing circulation plan within each of the 21 schools, student pick-up and drop-off locations, and provide recommendations to enhance safety and mobility to and from each school.

The Consultant shall prepare pedestrian and bicycle collision severity map for each school. This task will be supplemented by Task 4 (Safety Analysis). Based on the current practices, the Consultant shall identify potential countermeasures for implementation to enhance pedestrian and bicycle safety around the school zones, i.e. within the limits of the SRTS maps. The Consultant shall submit conceptual designs plans for the proposed improvements. The Consultant shall also list the targeted benefits of the implementations of these countermeasures.

Task 6B.5 Deliverables:

6B.5.1. A draft report summarizing the following elements:

- The Existing Conditions, including the circulation plan within each school and the student pick-up and drop-off locations;
- Recommendations to enhance safety and mobility to and from each school;
- Potential countermeasures to enhance pedestrian and bicycle safety around the school zones, including conceptual design plans for these measures; and,
- The targeted benefits of the potential countermeasures.

6B.5.2. Maps showing pedestrian and bicycle collisions for each school, including the severity of each collision.

**Task 6C: Pedestrian Safety and Circulation Plan**

The Pedestrian Safety and Circulation Plan shall provide guidelines to promote a pedestrian-friendly environment in public spaces. This plan shall be supplemented by Task 1 through Task 5 as discussed earlier in this section.

*Task 6C.1. Guidelines for Installation of Traffic Control Improvements*

The Consultant shall review planned projects within the City, including curb ramps, midblock crosswalks, and other improvement projects to identify coordination opportunities for

implementation in the Pedestrian Safety and Circulation Plan. Consultant shall summarize the findings in a draft report.

The Consultant shall research into the latest guidelines and policies in conjunction with the documents listed in Section II for traffic control improvements to enhance safety within the City. The types of traffic control improvements include, but not limited to, pedestrian flashing beacon, overhead flashers, pedestrian signs, pedestrian countdown signal heads, audible signals, crosswalk refuge, in-pavement flashing warning lights, marked crosswalk, raised crosswalk, high visibility ladder crosswalk, rectangular rapid flashing beacons, and including other pavement markings/enhancements. The Consultant shall prepare an installation guideline for each of these safety improvements and recommended installation criteria, along with relevant photos of the improvements. These guidelines shall conform with the latest standards and guidelines as discussed in Section II. Similar traffic control improvements are listed in previous task; this task shall be done in conjunction with Task 6B.4 - Safe Routes to School Plan. As an example, please refer to City's existing Pedestrian Safety and Opportunities Study 2007.

Task 6C.1 Deliverable:

6C.1.1. Guidelines for installation of traffic control improvements.

*Task 6C.2. Existing Conditions Analysis*

The Consultant shall develop and administer a statistically valid community survey to assess pedestrian demand, public awareness and existing constraints, including but not limited to the following items: current areas of deficiency; public awareness of pedestrian safety issues; knowledge and opinion of existing conditions for pedestrian travel; and desirable items for inclusion in the plan. The Consultant must get approval of survey questionnaires and methodology from the City's Project Manager before conducting the survey. The expected results of this task shall be an understanding of who, why, where and how many people are walking. The survey results shall illustrate the needs of our residents, which shall yield the baseline data needed to gauge and measure future impacts and successes of the Pedestrian Safety and Circulation Plan, and to measure future reductions in greenhouse gas emissions. The Consultant shall document the statistically valid community survey in a draft report.

The Consultant shall inventory all pedestrian facilities within the City, review existing activity area, and identify future pedestrian generators. From the inventory, the Consultant shall develop a Pedestrian Traffic Control Device Map and a Major Trails/Paths Projects Map. The Consultant shall identify and prioritize barriers from the inventory and opportunities to enhance safety and accessibility of the pedestrian network.

The Consultant shall analyze pedestrian collision data and develop a comprehensive map of pedestrian collision data. This task shall be supplemented by Task 4 (Safety Analysis). Consultant shall identify and document pedestrian collision patterns in a draft report.

Task 6C.2 Deliverables:

- 6C.2.1. A report documenting the community survey with summary of existing conditions.
- 6C.2.2. Pedestrian traffic control devices map and major trails/path projects map.
- 6C.2.3. Pedestrian collision map with severity types.

*Task 6C.3. Needs Assessment and Improvements*

The Consultant shall identify a citywide pedestrian network in a draft report considering the needs, available right-of-way, connectivity/directness, barriers, multimode linkage, safety/conflicts and security. The Consultant shall submit conceptual design plans of walkway alignment options (ultimate and interim, if applicable), walkway improvements and any associated structures if needed.

The Consultant shall identify design considerations, and provide preliminary engineering drawing which include pedestrian facility/walkway design standards, trail amenities, and right-of-way research.

**Task 6C.3 Deliverables:**

- 6C.3.1. A draft report identifying a citywide pedestrian network with improvement projects.
- 6C.3.2. Conceptual design plan of pedestrian alignment options and walkway improvements for design considerations.

**Task 7. Optional Tasks**

The Consultant shall include these optional tasks in the proposal.

*Optional Task 7.1. Analysis of Existing Community Conditions for Bicycle Plan*

The Consultant shall propose a methodology to analyze the collected data and show bicycle Level of Service (LOS) and level of traffic stress on the existing Sunnyvale road network. The proposed methodology shall be widely accepted and published in national standards and utilized by other jurisdictions in their bicycle plans.

**Optional Task 7.1 Deliverables:**

- 7.1.1. A brief report with analysis results of bicycle LOS and level of traffic stress.
- 7.1.2. A map showing the bicycle LOS and level of traffic stress on the existing Sunnyvale roadway network.

*Optional Task 7.2. Data Collection*

The Consultant shall collect traffic data including vehicle turning movement counts, average daily traffic volume, pedestrian and bicycle counts during AM, PM, and School PM peak hours at key locations (up to 50 locations); the Consultant shall identify key bicycle and pedestrian generating activity centers, such as shuttle pick-up and drop-off locations, commercial/retail centers, public parks, etc.

**Optional Task 7.2 Deliverable:**

- 7.2.1. A draft report summarizing the collected traffic data.

*Optional Task 7.4: Develop a Student Density Map for Safe Routes to School Plan*

The Consultant shall prepare a student density map for each of the 21 schools. The Consultant shall propose data collection methodology to prepare these maps. These maps shall show the distribution of students around the community and highlight the corridors which shall be prioritized for CIP projects. An example of a student density map is attached (Appendix B).

#### Optional Task 7.4 Deliverable:

- 7.4.1. A student density map in GIS format for each school with suggested school routes.

#### *Optional Task 7.5: Environment Document*

The Consultant shall prepare an appropriate environmental document under the California Environmental Quality Act (CEQA) for the Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan. The Consultant shall develop a draft environmental report, assist in the circulation of the draft report for public review, and prepare a final environmental report incorporating public comments.

#### Optional Task 7.5 Deliverables:

- 7.5.1. Draft environmental document.
- 7.5.2. Final environmental document incorporating public comments.

### **Task 8. Implementation Strategy**

All the recommended improvements shall conform with the City's guidelines, standards and specifications, and ADA guidelines. The improvement projects shall be presented in a table format as well as on a map such that the project locations and types of improvements are easily identified graphically. The Consultant shall develop an implementation strategy, which shall include a planning level cost estimate for improvement projects, anticipated schedule, and appropriate funding. An Implementation Plan shall be developed for projects with priority ranking that can be implemented over the next 5 years and 10 years. The criteria used to prioritize the projects shall be well defined and documented in the plan. The Consultant shall obtain approval from the City's Project Manager before finalizing these criteria for analysis.

#### *Task 8.1. Bicycle Network Improvement Projects*

The Consultant shall prepare a list of bicycle network improvement projects and prioritize them. The Consultant shall include project implementation time (short, medium, and long term) and cost (low, medium, and high project costs). As a guide, the Consultant, shall use other factors such as land use (commercial, industrial, and residential), bicycle LOS or level of traffic stress, proximity to bicycle connectivity and continuity, roadway geometric configurations, traffic volume, speed, impact on parking, proximity to Safe Routes to School, proximity to transit, proximity of major hub for bicycle trip generator, etc. The Consultant may propose other parameters, as appropriate, that will have an impact on bicycle lane implementation. The Consultant shall create a matrix and a priority list of bicycle network improvement projects using these parameters.

#### *Task 8.2. Safe Routes to School Improvement Projects*

The Consultant shall identify and prioritize improvement projects within a two-mile radius of each school site. The Consultant shall explore physical improvements that make walking and bicycling safer, to contribute to the SRTS Plan. The Plan shall include a quantitative analysis of each proposed improvement or policy and its potential for reducing collisions, increasing walking or bicycling to school, and/or any other indicators suggested by the Consultant. As a guide, the Consultant may use the following criteria to prioritize projects: proximity to school, proximity to high collision locations, costs, and ease of installation, etc.

#### *Task 8.3. Pedestrian Network Improvement Projects*



The Consultant shall develop an implementation strategy and identify funding source for the pedestrian network improvement projects. As a guide, the Consultant may use the following criteria to prioritize the projects: the presence of high pedestrian activity generators, the presence of transit stations and high-activity bus stops, proximity to high densities or commercial land uses, proximity to high collision locations, cost and ease of installation, etc.

**Task 8 Deliverables:**

- 8.1. A draft report summarizing a list of bicycle network improvement projects with ranking. This report shall include proposed Conceptual Plan and planning level cost estimate for the recommended list bicycle network improvements. Implementation strategy shall include grant programs that can have potential funding opportunities for the recommended bicycle network improvements.
- 8.2. A draft report summarizing a list of improvement projects within a two-mile radius of each school site with ranking. This report shall include the proposed Conceptual Plan with planning level cost estimate for the recommended improvements on school routes for all schools. Implementation strategy shall include grant programs that can have potential funding opportunities for the recommended improvements.
- 8.3. A draft report summarizing a list of pedestrian network improvement projects with ranking. Implementation strategy shall include grant programs that can have potential funding opportunities for pedestrian-related improvements. Implementation strategy shall identify funding source for the new program.

**Task 9. Report Preparation**

The Consultant shall prepare a standalone comprehensive Draft, Draft Final, and Final Reports containing all the listed elements as discussed in Tasks 2 to 8 in this section. The Consultant shall submit three (3) hard copies of the Draft Report, three (3) hard copies of the Draft Final Report, and ten (10) hard copies of the Final Report. Additionally, an electronic version of the Draft, Draft Final and Final Reports shall be transmitted to the City in PDF format.

**Task 9 Deliverables:**

- 9.1. Three (3) hard copies and an electronic copy (in PDF format) of a standalone Draft Report including the Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan.
- 9.2. Three (3) hard copies and an electronic copy (in PDF format) of a standalone Draft Final Report including the Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan.
- 9.3. Ten (10) hard copies and an electronic copy (in PDF format) of a standalone Final Report including the Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan.



LEGEND

- FUTURE EAST-WEST BIKE ROUTES
- FUTURE NORTH-SOUTH BIKE ROUTES
- PEDESTRIAN OVERCROSSING BRIDGE



203

201

212

400

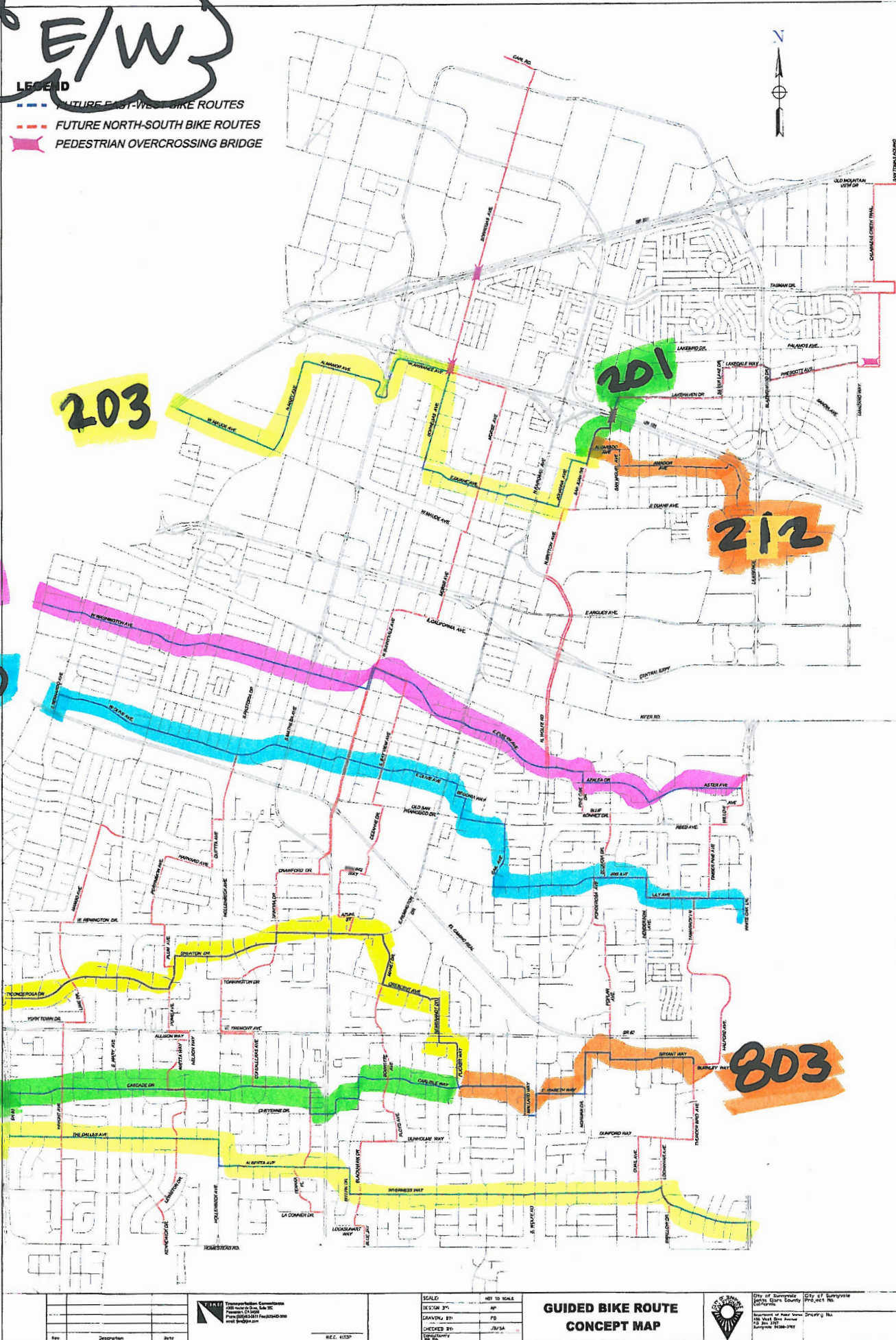
600

801

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803



Rev	Description	Date



REC. 41537

SCALE	1" = 1/4"
SECTION 3"	1"
DRAWING BY	PS
CHECKED BY	JW/SA
DATE	10/1/10

**GUIDED BIKE ROUTE  
CONCEPT MAP**



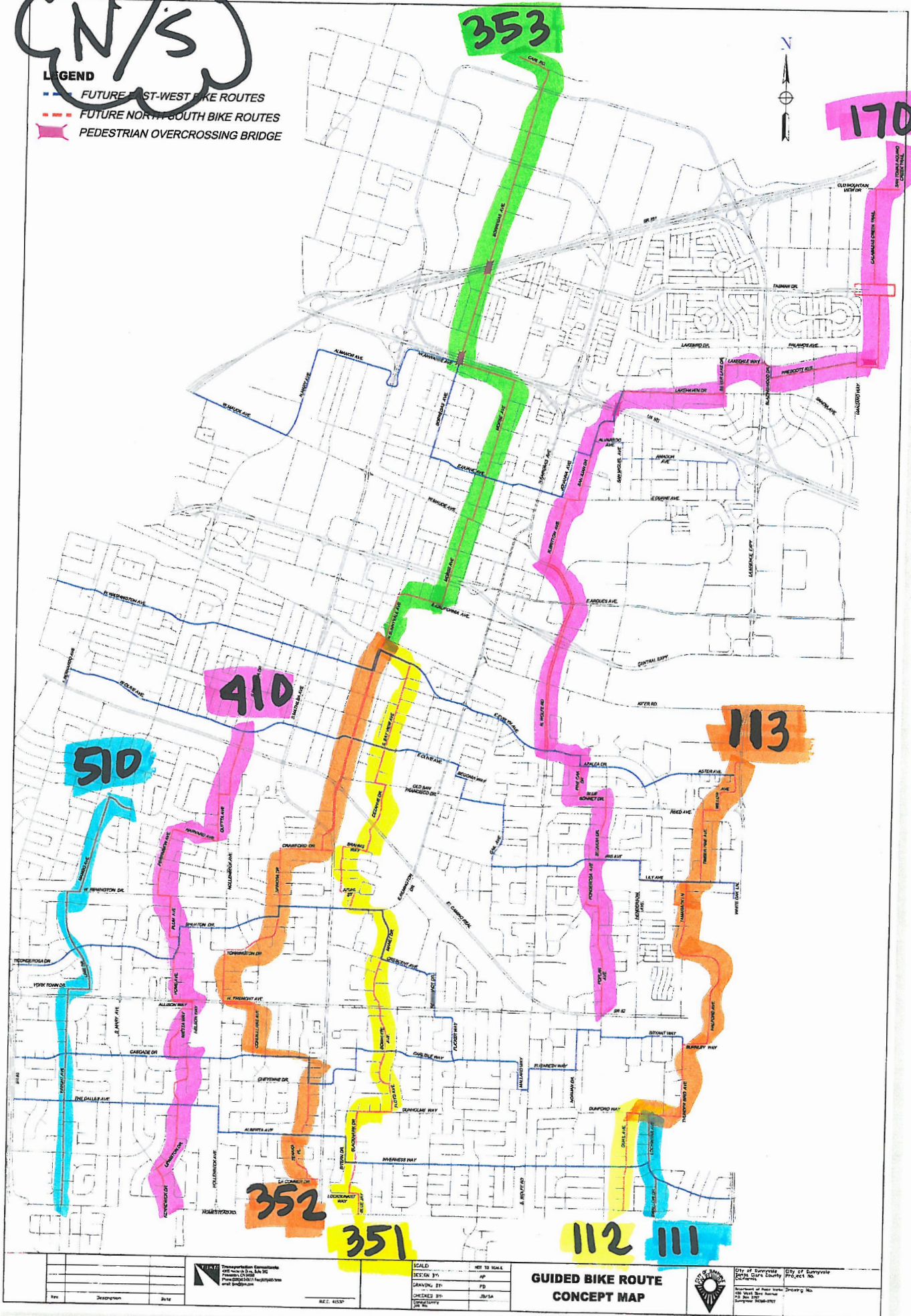
City of Springfield City of Clark County City of Lawrence	City of Springfield City of Clark County City of Lawrence
Department of Public Works 100 West Main Street Springfield, MO 65801	Department of Public Works 100 West Main Street Springfield, MO 65801





# LEGEND

- FUTURE EAST-WEST BIKE ROUTES
- FUTURE NORTH-SOUTH BIKE ROUTES
- PEDESTRIAN OVERCROSSING BRIDGE



## GUIDED BIKE ROUTE CONCEPT MAP



City of Everett  
Public Works Department  
1000 1st Avenue  
Everett, WA 98201

## **List of Schools in Sunnyvale**

### **Elementary Schools**

1. Bishop
2. Fairwood
3. Lakewood
4. San Miguel
5. Cherry Chase
6. Cumberland
7. Ellis
8. Vargas
9. Braly
10. Laurelwood
11. Nimitz
12. Ponderosa
13. Stockmeir
14. West Valley
15. Laurelwood\*

### **Middle Schools**

1. Columbia
2. Cupertino
3. Sunnyvale
4. Peterson

### **High School**

1. Fremont
2. Homestead\*

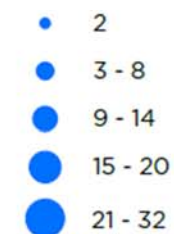
\*School serves City of Sunnyvale students but located outside of the City.



## Appendix B

### ELEMENTARY SCHOOL

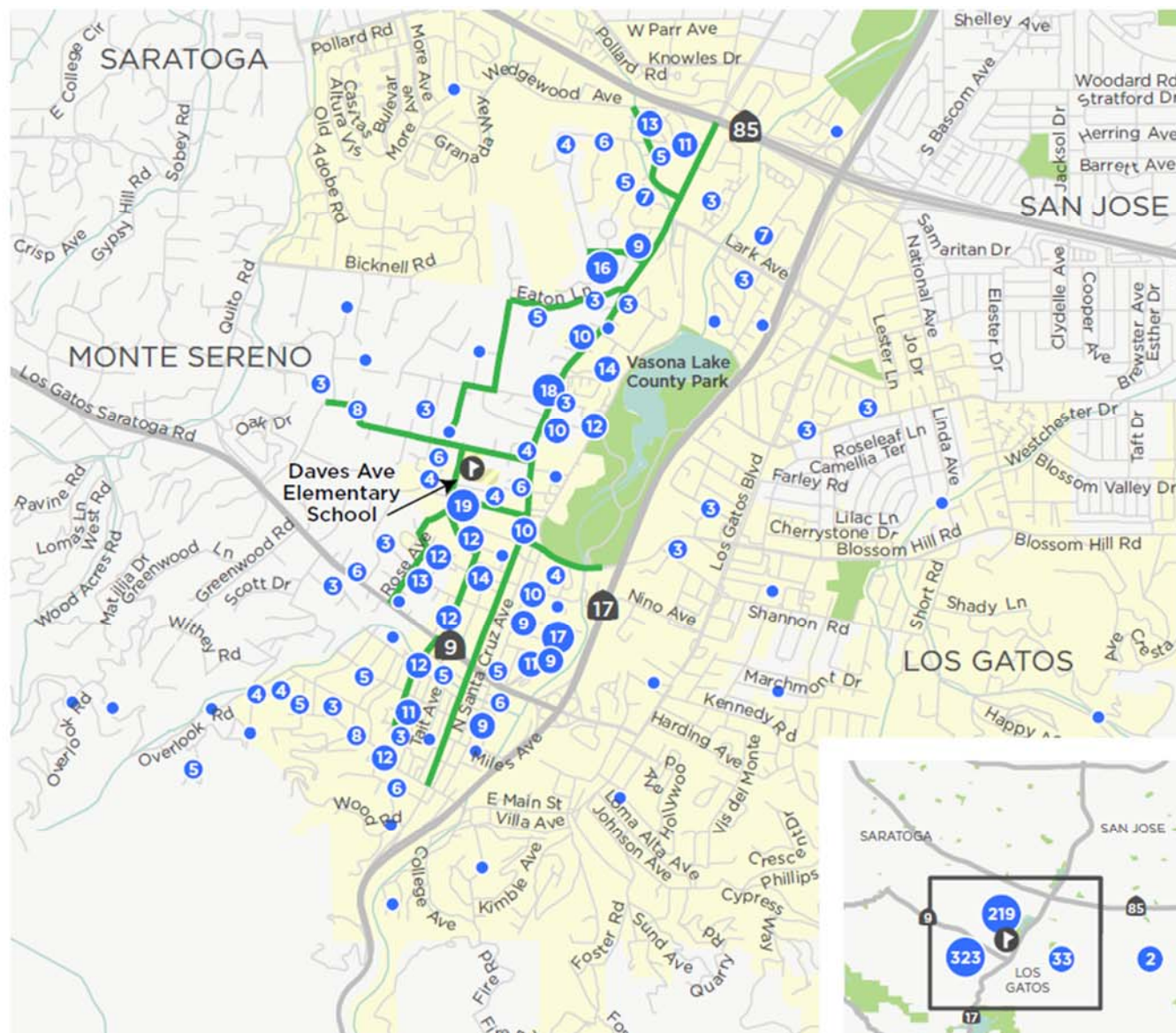
### STUDENT DENSITY



 Suggested School Route

 Los Gatos City Boundary

0 0.3 0.6 MILES





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To: Shahid Abbas, City of Sunnyvale

From: Jeff Knowles, Alta Planning + Design

Date: January 11, 2019

**Re: Sunnyvale Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan - Public Engagement Strategy**

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## Public Engagement Strategy

The public engagement strategy for the Sunnyvale Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan proposes meeting residents and stakeholders in a variety of geographically dispersed venues and locations throughout the planning process in order to engage with as many residents as possible. The planning effort includes conducting walkability and school audits, leading a bicycle tour/audit, and interacting with people at community workshops. Outreach activities will be developed to educate the public about the plan, collect input, and obtain feedback on potential trade-offs between alternatives under consideration. In-person outreach will be supported by interactive online surveys and a robust social media presence that is tied to the City's tools and social media platforms. Alta has staff fluent in Spanish to translate written material and attend workshops to provide interpretations services as needed.

## Goals for Engagement

The top goals for engagement that will guide all of the outreach activities include:

- **Educate about Project Goals and Timeline** – Convey information to stakeholders about the Sunnyvale Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan in a way that is accessible, meaningful, and linguistically appropriate, including a timeline for the project and milestones at which people can provide feedback.
- **Build Relationships and Shared Language of Goals and Vision**– The project process will be amplified by the support of local municipalities, agencies, school communities, and the public at large. The process aims to build local champions and ensure the plans and identified projects have community buy-in and support.
- **Gather Input on Bicycling, Walking, and Safe Routes to School Needs** – The process aims to capture and integrate how residents and other stakeholders envision bicycling, walking, and safe routes to schools in Sunnyvale. The project team aims to seamlessly integrate the engagement process with the technical process to ensure community and stakeholder input is reflected in the output.

## Audience

Outreach will be targeted to reach a diverse set of stakeholders across Sunnyvale and neighboring jurisdictions that have a stake in the planning process including:

- People who live, work, and recreate in Sunnyvale
- Sunnyvale Elementary Unified School District and Fremont Union High School District staff
- Sunnyvale school staff, families, and students
- Teens, youth, seniors, and people with disabilities in Sunnyvale
- Community-based organizations focused on environment, health, schools, active transportation, trails, and economic justice

## Engagement Rounds and Strategies

The engagement process will happen concurrently to the planning and analysis efforts and plan preparation.

Round 1: Developing Vision and Goals, Identifying Active Transportation Needs (February - May 2019)

The first round of stakeholder and community workshops, focus groups and meetings will provide an introduction of project goals and timeline, and will be an opportunity for the project team to share any existing conditions findings. The first round of engagement will solicit input on priorities for a vision, goals, and policies as well as overall and location-specific barriers to walking, bicycling and safe routes to schools in Sunnyvale.

### **City and Stakeholder Engagement Includes:**

- One (1) BPAC meeting
- Two (2) meetings with neighboring jurisdictions and VTA to coordinate adjacent plans
- Four (4) meetings with school district representatives and principals

### **Online and Public Engagement Includes:**

- An online survey and interactive map where users can drop pins to identify key destinations, barriers, and preferred routes
- Two (2) community meetings/pop-up events
- Four (4) Sunnyvale focus groups with representatives from groups such as the City's Advisory Committee on Accessibility, Senior Center Advisory Committee, Teen Advisory Committee, and other resident/business stakeholder groups

### **Walking, Bicycling, and School Walk Audits Include:**

- One (1) Bicycling Audit
- Up to five (5) neighborhood Walk Audits
- Up to twenty-one (21) School Walking Audits

Round 2: Review of Draft Recommendations (October - December 2019)

The second round of stakeholder and community workshops and meetings will be an opportunity for the BPAC members and public to provide feedback on draft recommendations developed following the existing conditions and needs analysis process. Draft recommendations will be informed by public input in Round 1. The project team hopes to solicit comments that helps prioritize projects for implementation. It will also allow for a discussion of challenges and opportunities associated with implementation of the plans. The draft recommendations will be presented to Council at a Work Session and shared online for public comment.

**Activities Include:**

- One (1) City Council Meeting (work session; no formal action)
- One (1) BPAC meeting
- One (1) community meeting
- Posting draft recommendations on the interactive web mapping tool for public comment

Round 3: Review of Prioritized Projects and Public Draft Plans (January - February 2020)

The third round of BPAC and community meetings will be an opportunity for the public to provide feedback on the draft plans with a priority list of projects and conceptual designs developed through the community and stakeholder input gathered in Round 1 and 2. Feedback will be incorporated into Final Draft Plans submitted to City Council for approval.

**Activities Include:**

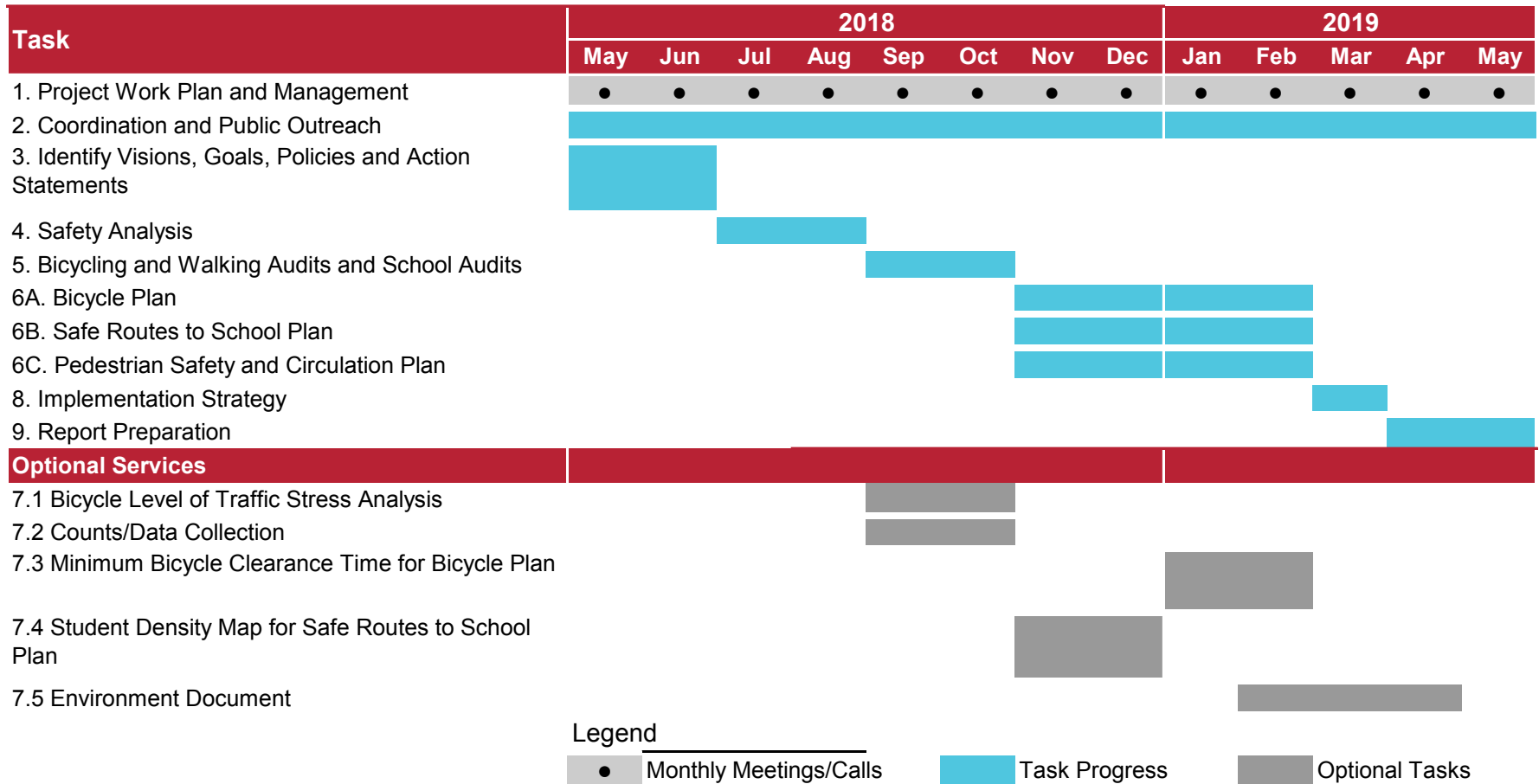
- One (1) BPAC meeting
- One (1) community meeting
- One (1) City Council meeting (approve Plans)



# Exhibit A-1

## Project Schedule

Sunnyvale Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan



## Exhibit B Compensation Schedule

City of Sunnyvale

Proposal For: Sunnyvale Bicycle Plan, Safe Routes to School Plan, and Pedestrian Safety and Circulation Plan

Alta Planning + Design

Tasks		Alta Planning + Design								Total Alta Hours	Total Alta Labor Costs	Total KMH Hours	Total KMH Labor Costs	Other Direct Costs	Total Hours	Total Fee
Task #	Task Description	Principal-in-Charge	Project Manager	Planner	Planner	Associate Engineer	GIS Analyst	Designer	Graphic Design							
		Hugh Louch	Jeff Knowles	Lola Torney	Beth Martin	Carlos Valadao	Staff	Derek Abe	Cat Cheng							
		\$272	\$175	\$106	\$98	\$170	\$98	\$115	\$115							
1	Project Work Plan and Management	4	24	12						40	\$6,560	0	\$0		40	\$6,560
2	Coordination and Public Outreach	24	120	140	60	24	20		80	468	\$63,488	0	\$0	\$4,000	468	\$67,488
3	Identify Visions, Goals, Policies and Action	2	8	40						50	\$6,184	0	\$0		50	\$6,184
4	Safety Analysis	6	12				24		20	62	\$8,384	54	\$13,702		116	\$22,086
5	Bicycling and Walking Audits and School Audits	8	40	100	60	40	24			272	\$34,808	40	\$8,660	\$4,000	312	\$47,468
6.1	Bicycle Plan	16	80	90	60	40	60	20	40	406	\$53,352	36	\$7,380		442	\$60,732
6.2	Safe Routes to School Plan	16	40	60	40	40	60		60	316	\$41,212	0	\$0		316	\$41,212
6.3	Pedestrian Safety & Circulation Plan	16	80	80	60	40	60	20	40	396	\$52,292	0	\$0		396	\$52,292
8	Implementation Strategy	12	40	24						76	\$12,808	0	\$0		76	\$12,808
9	Report Preparation	10	16	36					80	142	\$18,536	0	\$0	\$3,500	142	\$22,036
<b>Proposal Subtotal</b>		114	460	582	280	184	248	40	320	2,228	\$297,624	130	\$29,742	\$11,500	2,358	\$338,866
7	<b>Optional Services</b>															
7.1	Bicycle Level of Traffic Stress	8	16				40			64	\$8,896	0	\$0		64	\$8,896
7.2	Counts/Data Collection									0	\$0	80	\$15,376	\$35,250	80	\$50,626
7.4	Develop a Student Density Map for Safe Routes to		4	8					40	52	\$6,148	0	\$0		52	\$6,148
7.5	Environment Document	4	8	40						52	\$6,728	0	\$0		52	\$6,728
<b>Total Optional Services</b>		12	28	48	0	0	40	0	40	168	21772	80	\$15,376	\$35,250	248	\$72,398
<b>Total Including Optional Services</b>		126	488	630	280	184	288	40	360	2,396	\$319,396	210	\$45,118	\$46,750	\$2,606	\$411,264

**Notes:**

\* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

## **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 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$2,000,000 per claim.

#### 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** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

#### Acceptability of Insurers

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

#### Verification of Coverage

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

Subcontractors

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



# City of Sunnyvale

## Agenda Item

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19-0305

Agenda Date: 3/5/2019

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### REPORT TO COUNCIL

#### SUBJECT

Appoint Councilmember Fong as Official City Representative on Delegation Trip to Taiwan with the Taipei Economic and Cultural Office (TECO) of San Francisco

#### BACKGROUND

Each year, the Taiwanese Ministry of Foreign Affairs (MOFA) under TECO launches several different visiting programs to invite young (under age 40) politicians, and public opinion leaders to visit Taiwan to further enhance US-Taiwan relations.

Councilmember Fong has been invited and approved by MOFA to participate in an all- expenses paid delegation trip to Taiwan, on March 25-31, 2019. Councilmember Fong inquired about whether a Council process existed to enable him to participate in this Program as an Official City Representative.

#### EXISTING POLICY

2019 Code of Ethics and Conduct for Elected and Appointed Officials

Policy 7.3.4, *Roles and Responsibilities of Mayor, Vice Mayor and Councilmembers*

#### ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 153780 (b)(5) in that it is a governmental organization or administrative activity that will not result in direct or indirect changes in the environment.

#### DISCUSSION

If the City Council wishes to appoint Councilmember Fong as the Official City Representative while he participates in this Program, then the appropriate mechanism would be for the City Council to take a formal action appointing him as the Official City Representative on this trip.

After reviewing City Council Policies, there does not appear to be a specific Council Policy regarding Councilmember Fong being designated as an Official City Representative to attend this Program. The Program does not involve an intergovernmental assignment therefore Council Policy 7.4.12 is not applicable. The Program does not involve a Council subcommittee or Mayor created task force therefore Council Policy 7.4.13 is not applicable. Though Council Policy 7.3.4 authorizes the Mayor to appoint a councilmember to serve as a City representative when the Mayor cannot attend a ceremonial event or meeting that the Mayor has been invited to, this authority would not be applicable to Councilmember Fong’s appointment as there has been no invitation to the Mayor to attend the Program.

**FISCAL IMPACT**

There is no fiscal impact associated with Councilmember Fong's participation in this Program. MOFA will be paying all his expenses while participating in the Program.

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

**RECOMMENDATION**

Staff makes no recommendation.

Upon approval of the consent calendar, Council will be appointing Councilmember Fong as the Official City Representative while he participates in the Taiwanese Ministry of Foreign Affairs Program.

Prepared by: Jennifer Nuñez, Executive Assistant

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager



# City of Sunnyvale

## Agenda Item

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**19-0336**

**Agenda Date: 3/5/2019**

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**SUBJECT**

Adopt Ordinance No. 3142-19 to amend various sections of Title 19 (Zoning) of the Sunnyvale Municipal Code Relating to Useable Open Space

**RECOMMENDATION**

Adopt Ordinance No. 3142-19.

**ATTACHMENT**

1. Ordinance No. 3142-19

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE TO AMEND VARIOUS SECTIONS OF  
TITLE 19 (ZONING) OF THE SUNNYVALE MUNICIPAL  
CODE RELATING TO USEABLE OPEN SPACE**

WHEREAS, the City of Sunnyvale desires to amend certain sections of the Sunnyvale Municipal Code Title 19 Zoning relating to useable open space.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 19.12.160 AMENDED. Section 19.12.160 of Chapter 19.12 (Definitions) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 19.12.160. "O"**

(1) – (4) [Text Unchanged]

(5) "Open space, useable" means an outdoor or unenclosed area on the ground, or on a roof, balcony, deck, porch, pool area, patio or terrace or recreation building, when designed and accessible for outdoor living, recreation, pedestrian access or landscaping, but excluding parking facilities, driveways, utility, service or storage areas.

(6) – (9) [Text Unchanged]

SECTION 2. Section 19.37.100 AMENDED. Section 19.37.100 of Chapter 19.37 (Landscaping, Irrigation and Useable) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**Section 19.37.100. Useable open space design requirements.**

(a) Function. Useable open space must be designed to be accessible to, and usable for outdoor living, recreation or utility use.

(b) Applicability. The provisions of this section shall apply to all new multi-family residential development in R-3, R-4, and R-5 zoning districts.

(c) Location. Useable open space may not be located in any required front yard area for projects with a front yard setback variance or deviation. Otherwise, up to 50% of the required front yard area may be counted toward the useable open space requirement.

(d) Minimum Useable Open Space Dimensions and Area. Each useable open space area shall have at least a twelve foot dimension in any direction and a minimum area of two hundred square feet except for:



(1) - (2) [Text Unchanged]

(e) Private Useable Open Space Required. In the R-4 and R-5 zoning districts, a minimum of eighty square feet per unit shall be designed as private useable open space.

SECTION 3. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

SECTION 4. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 6. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on February 26, 2019, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
Date of Attestation: \_\_\_\_\_

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

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



# City of Sunnyvale

## Agenda Item

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**19-0147**

**Agenda Date: 3/5/2019**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Approve the 2018 Annual Progress Report on Implementation of the General Plan Housing Element

#### **BACKGROUND**

California Government Code Section 65400 ("Section 65400") requires cities and counties to submit an Annual Progress Report (APR) to the State by April 1 of each year. APRs must be submitted to two State agencies: the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). The APRs describe each jurisdiction's progress in implementing the housing elements of their General Plans.

Two new laws which took effect on January 1, 2018 require all jurisdictions, including charter cities, to submit an APR every year. AB 879 and SB 35 of the 2017 Housing Legislation Package expanded the types of data that must be reported for the Housing Element Annual APR. HCD did not have new reporting forms available for the 2017 APR deadline; the new forms are now available and HCD has instructed jurisdictions to use the new reporting form for the 2018 calendar year.

The draft 2018 APR (Attachment 1) provides an update on the City's progress in implementing the 2015-2023 Housing Element. The APR describes the City's accomplishments through the end of calendar year 2018 that contribute toward meeting its Regional Housing Needs Allocation (RHNA), as described further in the Discussion section below.

All successor housing entities are required to submit an annual report on the Low-Moderate Income Housing Asset Funds (LMIHAF) as an addendum to the housing element Annual Progress Report (APR) to HCD. The City is the Housing Successor to the Redevelopment Agency and therefore is required to provide information on housing financial and activity information by including specified information as part of the LMIHAF report annually.

#### **EXISTING POLICY**

##### **Sunnyvale General Plan**

##### **Housing Element**

**Goal HE-1:** Assist in the provision of adequate housing to meet the diverse needs of Sunnyvale's households of all income levels.

##### **Community Vision**

*Policy CV-1.2:* Provide accurate and thorough information in a timely manner to ensure that community members have an opportunity to respond effectively.

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**ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

**DISCUSSION**

The APR is comprised of seven different tables/reports, each described below.

Table A shows the number of housing units for which an application was deemed complete in calendar year 2018. An “application” is defined as a formal submittal of a project for approval. The table also shows the affordability level of each unit, whether the units are deed restricted, and the total number of ‘Disapproved Units’ (calculated by subtracting “Total Approved Units by Project” from “Total Proposed Units by Project”).

Table A2 shows a more in-depth look at the net new housing units and developments that have received any one of the following: a planning entitlement, an issued building permit, or a certificate of occupancy (“permit finalized”) in calendar year 2018, in total and by State-defined affordability levels. These affordability levels range from very-low through above-moderate income. The goal of this table is to show the timeline in which the project moved through various planning and building phases.

In scenarios where development activity spans multiple years (i.e., a project was entitled in one year, receives a building permit the next year, and a certificate of occupancy in the year following), only building permits that are issued in the reporting year would be used for the purposes of determining progress towards RHNA.

Table A2 also has information on whether a project was approved using the Streamlined Ministerial Approval Process (SB 35), or received public subsidy creating affordability restrictions or covenants, and/or recapture of public funds upon resale. Sunnyvale has not yet had an application submitted under SB35.

Accessory Dwelling Unit (ADU) is identified as one of the permitted unit categories and can be counted towards RHNA goals. ADUs are considered affordable to moderate income households without public subsidies or restrictive covenants. To demonstrate this affordability, Attachment 3 identifies a current list of ADUs currently available for rent in Santa Clara County and the rental amounts; rents listed are affordable to moderate income households in the area. Attachment 4 shows the progress in the production of ADU in Sunnyvale from 2015 to 2018.

Table B is a summary of all permitting activity for the current planning cycle, 2015-2023, including permitting activity for the 2018 calendar year. This table reports the number of units for which permits were issued to demonstrate progress in meeting the jurisdiction’s share of RHNA by income group.

Table C is only used to identify sites or rezoned land used to accommodate a shortfall of RHNA sites. This table of the APR is not applicable to the City for 2018 as there are adequate residential zoned parcels in our Housing Element to accommodate the City’s current RHNA.

Table D provides an update on the City’s progress toward achieving the housing programs listed in

the Implementation Plan of the Housing Element. A summary of those programs is provided in Table 48 of the Housing Element (pages 123-128), available on the City's website.

Table E provides information on commercial developments that were approved with development bonuses in exchange for providing affordable housing. The City did not receive any commercial applications requesting bonuses during the reporting year.

Table F provides the number of affordable housing units rehabilitated, acquired, and/or preserved, only if such projects were included as objectives in the Housing Element. This table is not applicable to the City, since rehabilitation projects are not identified as a method to meet the RHNA requirement in the Housing Element.

The Low-Moderate Income Housing Funds (LMIHAF) report is required by California Health and Safety Code Section 34176.1 for a city that has assumed the housing function of a former redevelopment agency ("housing successor agency") and is responsible for administering housing set-aside funds, now known as Low-Moderate Income Housing Funds (LMIHAF). The City is the housing successor agency for the former Redevelopment Agency of the City of Sunnyvale. Attachment 2 provides data on the Sunnyvale Housing Successor Agency's activities and finances in fiscal year 2017/18.

### **FISCAL IMPACT**

Approval and submittal of the APR is required by State law, and may assist the City in qualifying for future State grant opportunities. Otherwise, as the report is primarily for informational purposes, this action does not have any fiscal impact.

### **PUBLIC CONTACT**

Section 65400 requires Council to consider the APR "at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments" (on the City's reported progress in implementing its Housing Element). In addition, email notifications were sent to interested parties and housing advocacy organizations.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

### **ALTERNATIVES**

1. Approve the 2018 Housing Element Annual Progress Report (Attachment 1) and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.
2. Approve the 2018 Housing Element Annual Progress Report with modifications, and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

### **STAFF RECOMMENDATION**

Alternative 1: Approve the 2018 Housing Element Annual Progress Report (Attachment 1 of the report) and direct staff to submit it to the Governor's Office of Planning and Research and the

California Department of Housing and Community Development.

All local jurisdictions, including charter cities, are required to submit the APR to the Governor's Office of Planning and Research and the California Department of Housing and Community Development by April 1 of each year. Staff recommends Alternative 1 in order to maintain the City's compliance with State law (i.e., Health and Safety Code section 34176.1 and Government Code section 65400).

Prepared by: Shila Behzadiaria, Associate Planner

Reviewed by: Jenny Carloni, Housing Officer

Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Draft 2018 Housing Element Annual Progress Report (pdf)
2. Housing Successor Agency Annual Report on the Low-Moderate Income Housing Asset Fund (LMIHAF) FY 2017-18
3. ADU Rents in Santa Clara County
4. City of Sunnyvale ADU Production (2015-2018)

## Please Start Here

General Information	
Jurisdiction Name	Sunnyvale
Reporting Calendar Year	2018
Contact Information	
First Name	Shila
Last Name	Behzadiaria
Title	Associate Planner
Email	<a href="mailto:sbehzadiaria@sunnyvale.ca.gov">sbehzadiaria@sunnyvale.ca.gov</a>
Phone	(408) 730-7456
Mailing Address	
Street Address	<u>456 W Olive Ave</u>
City	Sunnyvale
Zipcode	94086

## Submittal Instructions

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

**1. Online Annual Progress Reporting System (Preferred)** - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov) and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is [opr.apr@opr.ca.gov](mailto:opr.apr@opr.ca.gov).*

**2. Email** - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov) and to OPR at [opr.apr@opr.ca.gov](mailto:opr.apr@opr.ca.gov). Please send the Excel workbook, not a scanned or PDF copy of the tables.

v 1\_29\_19

ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation  
(CCR Title 25 §6202)

Jurisdiction	Sunnyvale	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table A																			
Housing Development Applications Submitted																			
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
1					2	3	4	5							6	7	8	9	10
Prior APN <sup>+</sup>	Current APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total <u>PROPOSED</u> Units by Project	Total <u>APPROVED</u> Units by project	Total <u>DISAPPROVED</u> Units by Project (Auto-calculated Can Be Overwritten)	Was <u>APPLICATION SUBMITTED</u> Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes <sup>+</sup>
Summary Row: Start Data Entry Below								6						45	78	129	129		
	20451022	305 BEEMER AV			SFD	O	05/30/18							2	2	2		No	1 SFD before
	20917051	669 OLD SAN FRANCISCO RD			5+	O	02/13/18							6	6	6		No	gross 6 units- it was a SFD before
	32008031	1325 ELSONA CT			ADU	R	05/21/18						1		1	1		No	We do not have complete data s
	11023052	1005 LAKEHAVEN DR			ADU	R	12/27/18						1		1	1		No	
	32025028	1333 KITIMAT PL			ADU	R	06/18/18						1		1	1		No	
	20445049	281 E CALIFORNIA AV			ADU	R	10/04/18						1		1	1		No	
	21110005	813 PIERINO AV			ADU	R	04/09/18						1		1	1		No	
	32313047	592 CLEARWATER CT			ADU	R	07/25/18						1		1	1		No	
	16513050	311 S MATHILDA AV			5+	R	05/03/18	6						69	75	75		No	it was a Denny's before
	16513057	226 CHARLES ST			ADU	R	03/26/18						1		1	1		No	
	20911051	435 E MC KINLEY AV			SFD	O	06/27/18							1	1	1		No	additional SFD to a lot with 1 SF
	20406014	201 ALTURAS AV			ADU	R	6/7/2018						1		1	1		No	
	16513009	572 W MC KINLEY AV			ADU	R	12/28/2018						1		1	1		No	
	20434050	352 STOWELL AV			ADU	R	12/12/2018						1		1	1		No	
	20506022	813 SAN PIER CT			ADU	R	12/5/2018						1		1	1		No	
	31313047	1498 S WOLF RD			ADU	R	11/28/2018						1		1	1		No	
	20440007	356 ROOSEVELT AV			ADU	R	6/28/2018						1		1	1		No	
	32028040	1261 ALBION LN			ADU	R	10/31/2018						1		1	1		No	
	20232033	1237 ELDERBERRY DR			ADU	R	12/28/2018						1		1	1		No	
	11019019	232 VELVETLAKE DR			ADU	R	12/19/2018						1		1	1		No	
	11021035	379 HIDDENLAKE DR			ADU	R	12/3/2018						1		1	1		No	
	11017046	779 LAKEKNOLL DR			ADU	R	8/23/2018						1		1	1		No	
	31337067	956 KINTYRE WY			ADU	R	10/5/2018						1		1	1		No	
	32302033	1392 S MARY AV			ADU	R	3/26/2018						1		1	1		No	



<b>Jurisdiction</b>	Sunnyvale
<b>Reporting Year</b>	(Jan. 1 - Dec. 31)

[illegible]

Unit Categor y	Tenure	VLI- Deed	VLI - Non Deed	Low- Incom e Deed	Low- Incom e Non Deed	Mod- Deed	Mod- Non Deed	Above Mod	Entitlemen t Date Approved	# of Units issued Entitlem ents	VLI- Deed2	VLI - Non Deed2	Low- Incom e Deed2	Low- Income Non Deed2	Mod- Deed 2	Mod- Non Deed	Above Mod2	Building Permits Date Issued	# of Units Issued Building Permits	VLI- Deed3	VLI - Non Deed3	Low- Income Deed3	Low- Income Non Deed3	Mod- Deed	Mod- Non Deed2	Above Mod3	Finaled Date Issued	# of Units issued Completed	ELI?*	SB 35	Infill Units ? Y/N*	Assistance Programs for Each Developme nt	Deed Restrictio n Type	Term of Affordab ility	Number of Demolishe d/Destroye d Units*	Demolished or Destroyed Units*	Demolishe d/Destroye d Units Owner or Renter*	Notes*
5+	O									0					1			3/23/18	1									0	N	Y		INC	30					
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0					1			3/23/18	1									0	N	Y			INC	30				
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0						1		3/23/18	1									0	N	Y			INC	30				
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0					1			3/23/18	1									0	N	Y			INC	30				
5+	O									0							1	3/23/18	1									0	N	Y								
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0					1			3/13/18	1									0	N	Y			INC	30				
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0							1	3/13/18	1									0	N	Y								
5+	O									0					1			3/13/18	1									0	N	Y			INC	30				
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0							1	5/3/18	1									0	N	Y								
5+	O									0					1			5/3/18	1									0	N	Y			INC	30				



Unit Categor y	Tenure	VLI- Deed	VLI - Non Deed	Low- Incom e Deed	Low- Incom e Non Deed	Mod- Deed	Mod- Non Deed	Above Mod	Entitlemen t Date Approved	# of Units issued Entitlem ents	VLI- Deed2	VLI - Non Deed2	Low- Incom e Deed2	Low- Income Non Deed2	Mod- Deed 2	Mod- Non Deed	Above Mod2	Building Permits Date Issued	# of Units Issued Building Permits	VLI- Deed3	VLI - Non Deed3	Low- Income Deed3	Low- Income Non Deed3	Mod- Deed	Mod- Non Deed2	Above Mod3	Finaled Date Issued	# of Units issued Completed	ELI?*	SB 35	Infill Units ? Y/N*	Assistance Programs for Each Developme nt	Deed Restrictio n Type	Term of Affordab ility	Number of Demolishe d/Destroye d Units*	Demolished or Destroyed Units*	Demolishe d/Destroye d Units Owner or Renter*	Notes*
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0					1			1/10/18	1										0	N	Y		INC		30			
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0					1			1/10/18	1										0	N	Y		INC		30			
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0					1			1/10/18	1										0	N	Y							
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0					1			1/10/18	1										0	N	Y							
5+	O									0							1	1/4/18	1								1	12/17/18	1	N	Y							
5+	O									0					1			1/4/18	1						1		12/17/18	1	N	Y					INC		30	
5+	O									0							1	1/4/18	1								1	12/17/18	1	N	Y							
5+	O									0							1	1/4/18	1								1	12/18/18	1	N	Y							
5+	O									0							1	1/4/18	1								1	12/18/18	1	N	Y							
5+	O									0							1	1/4/18	1								1	12/20/18	1	N	Y							
5+	O									0							1	1/4/18	1								1	12/13/18	1	N	Y							
5+	O									0							1	1/4/18	1								1	12/13/18	1	N	Y							
5+	O									0							1	1/4/18	1								1	12/13/18	1	N	Y							
5+	O									0							1	1/4/18	1								1	12/12/18	1	N	Y							
5+	O									0							1	1/4/18	1								1	12/12/18	1	N	Y							
5+	O									0							1	1/4/18	1								1	12/12/18	1	N	Y							
5+	O									0							1	11/28/18	1								1	11/28/18	1	N	Y							
5+	O									0							1	11/28/18	1								1	11/28/18	1	N	Y							
5+	O									0							1	11/28/18	1								1	11/29/18	1	N	Y							
5+	O									0							1	11/28/18	1								1	11/29/18	1	N	Y							
5+	O									0					1			11/28/18	1						1		11/28/18	1	N	Y					INC		30	
5+	O									0							1	11/28/18	1								1	11/28/18	1	N	Y							
5+	O									0							1	3/23/18	1										0	N	Y							
5+	O									0							1	3/23/18	1										0	N	Y							
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5+	O									0							1	3/23/18	1										0	N	Y							
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5+	O									0							1	3/23/18	1										0	N	Y							
5+	O									0							1	3/23/18	1										0	N	Y							
5+	O									0							1	3/23/18	1										0	N	Y							
5+	O									0							1	3/23/18	1										0	N	Y							
5+	O									0							1	3/23/18	1										0	N	Y							
5+	O									0							1	3/23/18	1										0	N	Y							
5+	O									0							1	3/23/18	1										0	N	Y							
5+	O									0							1	3/23/18	1										0	N	Y							
5+	O									0							1	3/23/18	1																			

Unit Category	Tenure	VLI-Deed	VLI - Non Deed	Low-Income Deed	Low-Income Non Deed	Mod-Deed	Mod-Non Deed	Above Mod	Entitlement Date Approved	# of Units Issued Entitlements	VLI-Deed2	VLI - Non Deed2	Low-Income Deed2	Low-Income Non Deed2	Mod-Deed 2	Mod-Non Deed	Above Mod2	Building Permits Date Issued	# of Units Issued Building Permits	VLI-Deed3	VLI - Non Deed3	Low-Income Deed3	Low-Income Non Deed3	Mod-Deed	Mod-Non Deed2	Above Mod3	Finalized Date Issued	# of Units issued Completed	ELI?*	SB 35	Infill Units ? Y/N*	Assistance Programs for Each Development	Deed Restriction Type	Term of Affordability	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
5+	O									0							1	11/30/18	1										0	N	Y							
5+	O									0							1	11/30/18	1										0	N	Y							
5+	O									0							1	11/30/18	1										0	N	Y							
5+	O									0							1	11/30/18	1										0	N	Y							
5+	O									0							1	11/30/18	1										0	N	Y							
5+	O									0							1	11/30/18	1										0	N	Y							
5+	O									0							1	11/30/18	1										0	N	Y							
																		0											0									
5+	O									0							1	1/4/18	1								1	11/29/18	1	N	Y							
5+	O									0					1			1/4/18	1					1				12/3/18	1	N	Y		INC		30			
5+	O									0							1	1/4/18	1									12/4/18	0	N	Y							
5+	O									0							1	1/4/18	1									12/5/18	0	N	Y							
5+	O									0							1	1/4/18	1										0	N	Y							
5+	O									0							1	1/4/18	1							1	12/12/18	1	N	Y								
5+	O									0							1	1/4/18	1							1	12/14/18	1	N	Y								
5+	O									0							1	1/4/18	1							1	12/14/18	1	N	Y								
5+	O									0							1	1/4/18	1							1	12/7/18	1	N	Y								
5+	O									0							1	1/4/18	1							1	12/7/18	1	N	Y								
5+	O									0							1	1/4/18	1							1	12/6/18	1	N	Y								
5+	O									0							1	1/4/18	1							1	12/6/18	1	N	Y								
5+	O									0							1	1/10/18	1							1	12/17/18	1	N	Y								
5+	O									0							1	1/10/18	1							1	12/17/18	1	N	Y								
5+	O									0							1	1/10/18	1							1	12/17/18	1	N	Y								
5+	O									0					1			1/10/18	1					1				12/18/18	1	N	Y		INC		30			
5+	O									0							1	1/10/18	1							1	12/18/18	1	N	Y								
5+	O									0							1	1/10/18	1							1	12/13/18	1	N	Y								
5+	O									0							1	1/10/18	1							1	12/17/18	1	N	Y								
5+	O									0							1	1/10/18	1							1	12/12/18	1	N	Y								
5+	O									0							1	1/10/18	1							1	12/12/18	1	N	Y								
5+	O									0							1	1/10/18	1							1	12/12/18	1	N	Y								
5+	O									0							1	1/10/18	1										0	N	Y							
5+	O									0							1	1/10/18	1										0	N	Y							
5+	R									0								0									1	12/14/18	1	N	Y							
5+	R									0								0									1	12/14/18	1	N	Y							
5+	R									0								0									1	12/14/18	1	N	Y							
5+	R									0								0									1	12/14/18	1	N	Y							
5+	R									0								0									1	12/14/18	1	N	Y							
5+	R									0								0									1	12/14/18	1	N	Y							
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5+	R									0								0									1	12/14/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
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5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
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5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y							
5+	R									0								0									1	11/19/18	1	N	Y			</				



Unit Categor y	Tenure	VLI- Deed	VLI - Non Deed	Low- Incom e Deed	Low- Incom e Non Deed	Mod- Deed	Mod- Non Deed	Above Mod	Entitlemen t Date Approved	# of Units issued Entitlem ents	VLI- Deed2	VLI - Non Deed2	Low- Incom e Deed2	Low- Income Non Deed2	Mod- Deed 2	Mod- Non Deed	Above Mod2	Building Permits Date Issued	# of Units Issued Building Permits	VLI- Deed3	VLI - Non Deed3	Low- Income Deed3	Low- Income Non Deed3	Mod- Deed	Mod- Non Deed2	Above Mod3	Finaled Date Issued	# of Units issued Completed	ELI?*	SB 35	Infill Units ? Y/N*	Assistance Programs for Each Developme nt	Deed Restrictio n Type	Term of Affordab ility	Number of Demolishe d/Destroye d Units*	Demolished or Destroyed Units*	Demolishe d/Destroye d Units Owner or Renter*	Notes*
5+	O									0									0								1	9/6/18	1	N	Y							
5+	O									0									0								1	9/6/18	1	N	Y							
5+	O									0									0								1	5/24/18	1	N	Y							
5+	O									0									0								1	5/24/18	1	N	Y							
5+	O									0									0								1	2/5/18	1	N	Y							
5+	O									0									0								1	1/18/18	1	N	Y							
5+	O									0							1		0									6/6/18	1	N	Y							
5+	O									0									0								1	5/25/18	1	N	Y							
5+	O									0									0								1	5/25/18	1	N	Y							
5+	O									0									0								1	5/24/18	1	N	Y							
5+	O									0									0								1	5/24/18	1	N	Y							
5+	O									0									0								1	4/10/18	1	N	Y							
5+	O									0									0								1	7/6/18	1	N	Y							
5+	O									0									0								1	9/7/18	1	N	Y							
5+	O									0									0								1	9/11/18	1	N	Y							
5+	O									0									0								1	1/17/18	1	N	Y							
5+	O									0									0								1	9/5/18	1	N	Y							
5+	O									0									0								1	9/12/18	1	N	Y							
5+	O									0									0								1	2/6/18	1	N	Y							
5+	O									0									0								1	1/17/18	1	N	Y							
5+	O									0									0								1	9/6/18	1	N	Y							
5+	O									0									0								1	5/24/18	1	N	Y							
5+	O									0							1		0									4/11/18	1	N	Y							
5+	O									0									0								1	3/5/18	1	N	Y							
5+	O									0									0								1	2/7/18	1	N	Y							
5+	O									0									0								1	1/17/18	1	N	Y							
5+	O									0									0								1	6/6/18	1	N	Y							
5+	O									0									0								1	5/24/18	1	N	Y							
5+	O									0									0								1	4/12/18	1	N	Y							
5+	O									0									0								1	4/10/18	1	N	Y							
5+	O									0									0								1	2/6/18	1	N	Y							
5+	O									0									0								1	4/11/18	1	N	Y							
5+	O									0									0								1	3/5/18	1	N	Y							
5+	O									0							1		0									2/5/18	1	N	Y							
5+	O									0									0								1	2/6/18	1	N	Y							
5+	O									0									0								1	6/6/18	1	N	Y							
5+	O									0									0								1	5/25/18	1	N	Y							
5+	O									0									0								1	5/24/18	1	N	Y							
5+	O									0									0								1	4/9/18	1	N	Y							
5+	O									0									0								1	4/9/18	1	N	Y							
5+	O									0									0								1	4/10/18	1	N	Y							
5+	O									0									0								1	7/6/18	1	N	Y							
5+	O									0									0								1	7/6/18	1	N	Y							
5+	O									0									0								1	5/10/18	1	N	Y							
5+	O									0									0								1	3/12/18	1	N	Y							
5+	O									0									0								1	4/11/18	1	N	Y							
5+	O									0							1		0									4/30/18	1	N	Y							
5+	O									0									0								1	6/8/18	1	N	Y							
5+	O									0									0								1	3/12/18	1	N	Y							
5+	O									0									0								1	3/12/18	1	N	Y							
5+	O									0									0								1	6/15/18	1	N	Y							
5+	O									0									0								1	4/18/18	1	N	Y							
5+	O									0									0								1	6/15/18	1	N	Y							
5+	O									0									0								1	4/19/18	1	N	Y							
5+	O									0									0								1	6/15/18	1	N	Y							
5+	O									0							1		0									4/18/18	1	N	Y							
5+	O									0									0								1	4/18/18	1	N	Y							
5+	O									0									0								1	7/17/18	1	N	Y							
5+	O									0									0								1	7/3/18	1	N	Y							
5+	O									0									0								1	6/26/18	1	N	Y							
5+	O									0									0								1	7/12/18	1	N	Y							

Unit Categor y	Tenure	VLI- Deed	VLI - Non Deed	Low- Incom e Deed	Low- Incom e Non Deed	Mod- Deed	Mod- Non Deed	Above Mod	Entitlemen t Date Approved	# of Units Issued Entitlem ents	VLI- Deed2	VLI - Non Deed2	Low- Incom e Deed2	Low- Income Non Deed2	Mod- Deed 2	Mod- Non Deed	Above Mod2	Building Permits Date Issued	# of Units Issued Building Permits	VLI- Deed3	VLI - Non Deed3	Low- Income Deed3	Low- Income Non Deed3	Mod- Deed	Mod- Non Deed2	Above Mod3	Finaled Date Issued	# of Units issued Completed	ELI?*	SB 35	Infill Units ? Y/N*	Assistance Programs for Each Developme nt	Deed Restrictio n Type	Term of Affordab ility	Number of Demolishe d/Destroye d Units*	Demolished or Destroyed Units*	Demolishe d/Destroye d Units Owner or Renter*	Notes*
5+	O									0									0								1	6/28/18	1	N	Y							
5+	O									0									0								1	6/5/18	1	N	Y							
5+	O									0									0								1	7/10/18	1	N	Y							
5+	O									0									0						1		6/28/18	1	N	Y								
5+	O									0									0							1	7/10/18	1	N	Y								
5+	O									0									0							1	7/17/18	1	N	Y								
5+	O									0									0						1		6/25/18	1	N	Y								
5+	O									0									0							1	7/10/18	1	N	Y								
5+	O									0									0							1	7/3/18	1	N	Y								
5+	O									0									0							1	6/25/18	1	N	Y								
5+	O									0									0							1	7/26/18	1	N	Y								
5+	O									0									0							1	6/22/18	1	N	Y								
5+	O									0									0							1	3/5/18	1	N	Y								
5+	O									0									0							1	5/9/18	1	N	Y								
5+	O									0									0							1	4/17/18	1	N	Y								
5+	O									0									0							1	2/9/18	1	N	Y								
5+	O									0									0							1	4/20/18	1	N	Y								
5+	O									0									0							1	2/9/18	1	N	Y								
5+	O									0									0							1	6/26/18	1	N	Y								
5+	O									0									0							1	5/10/18	1	N	Y								
5+	O									0									0							1	2/9/18	1	N	Y								
5+	O									0									0							1	2/9/18	1	N	Y								
5+	O									0									0						1		8/29/18	1	N	Y								
5+	O									0									0							1	6/25/18	1	N	Y								
5+	O									0									0							1	7/6/18	1	N	Y								
5+	O									0									0						1		7/9/18	1	N	Y								
5+	O									0									0							1	7/9/18	1	N	Y								
5+	O									0									0							1	7/9/18	1	N	Y								
5+	O									0									0							1	7/9/18	1	N	Y								
5+	O									0									0							1	8/6/18	1	N	Y								
5+	O									0									0							1	8/6/18	1	N	Y								
5+	O									0									0							1	8/6/18	1	N	Y								
5+	O									0									0						1		8/6/18	1	N	Y								
5+	O									0									0						1		8/7/18	1	N	Y								
5+	O									0									0							1	8/7/18	1	N	Y								
SFD	O									0									0								1	9/14/18	1	N	Y							
SFD	O									0									0								1	8/30/18	1	N	Y							
SFD	O									0									0								1	9/11/18	1	N	Y							
5+	O									0									0								1	8/7/18	1	N	Y							
5+	O									0									0						1		8/6/18	1	N	Y								
5+	O									0									0							1	8/3/18	1	N	Y								
5+	O									0									0							1	8/2/18	1	N	Y								
5+	O									0									0							1	5/24/18	1	N	Y								
5+	O									0									0						1		5/24/18	1	N	Y								
5+	O									0									0							1	5/31/18	1	N	Y								
5+																																						



Unit Categor y	Tenure	VLI- Deed	VLI - Non Deed	Low- Incom e Deed	Low- Incom e Non Deed	Mod- Deed	Mod- Non Deed	Above Mod	Entitlemen t Date Approved	# of Units issued Entitlem ents	VLI- Deed2	VLI - Non Deed2	Low- Incom e Deed2	Low- Income Non Deed2	Mod- Deed 2	Mod- Non Deed	Above Mod2	Building Permits Date Issued	# of Units Issued Building Permits	VLI- Deed3	VLI - Non Deed3	Low- Income Deed3	Low- Income Non Deed3	Mod- Deed	Mod- Non Deed2	Above Mod3	Finaled Date Issued	# of Units issued Completed	ELI?*	SB 35	Infill Units ? Y/N*	Assistance Programs for Each Developme nt	Deed Restrictio n Type	Term of Affordab ility	Number of Demolishe d/Destroye d Units*	Demolished or Destroyed Units*	Demolishe d/Destroye d Units Owner or Renter*	Notes*
5+	O									0									0								1	3/15/18	1	N	Y							
5+	O									0									0								1	3/15/18	1	N	Y							
5+	O									0									0								1	4/3/18	1	N	Y							
5+	O									0									0								1	4/3/18	1	N	Y							
5+	O									0							1		0									4/3/18	1	N	Y							
5+	O									0									0								1	4/3/18	1	N	Y							
5+	O									0									0								1	6/6/18	1	N	Y							
5+	O									0									0								1	6/6/18	1	N	Y							
5+	O									0									0								1	10/23/18	1	N	Y							
5+	O									0									0								1	10/23/18	1	N	Y							
5+	O									0									0								1	10/23/18	1	N	Y							
5+	O									0									0								1	10/22/18	1	N	Y							
5+	O									0									0								1	9/21/18	1	N	Y							
5+	O									0									0								1	9/20/18	1	N	Y							
5+	O									0							1		0									9/19/18	1	N	Y							
5+	O									0									0								1	9/18/18	1	N	Y							
5+	O									0									0								1	9/17/18	1	N	Y							
5+	O									0									0								1	10/15/18	1	N	Y							
5+	O									0									0								1	10/15/18	1	N	Y							
5+	O									0									0								1	10/22/18	1	N	Y							
5+	O									0									0								1	10/15/18	1	N	Y							
5+	O									0									0								1	10/22/18	1	N	Y							
5+	O									0									0								1	11/14/18	1	N	Y							
5+	O									0									0								1	11/15/18	1	N	Y							
5+	O									0									0								1	11/19/18	1	N	Y							
5+	O									0							1		0									11/20/18	1	N	Y							
5+	O									0									0								1	11/21/18	1	N	Y							
5+	O									0									0								1	11/21/18	1	N	Y							
5+	O									0							1		0									8/22/18	1	N	Y							
5+	O									0									0								1	8/23/18	1	N	Y							
5+	O									0									0								1	8/24/18	1	N	Y							
5+	O									0									0								1	8/27/18	1	N	Y							
5+	O									0									0								1	3/9/18	1	N	Y							
5+	O									0									0								1	3/9/18	1	N	Y							
5+	O									0									0								1	3/9/18	1	N	Y							
5+	O									0									0								1	3/9/18	1	N	Y							
5+	O									0									0								1	3/9/18	1	N	Y							
5+	O									0							1		0									12/18/18	1	N	Y							
5+	O									0									0								1	12/18/18	1	N	Y							
5+	O									0									0								1	12/21/18	1	N	Y							
5+	O									0									0								1	12/18/18	1	N	Y							
5+	O									0									0								1	12/18/18	1	N	Y							
5+	O									0									0								1	12/19/18	1	N	Y							
5+	O									0									0								1	12/26/18	1	N	Y							
5+	O									0									0								1	12/26/18	1	N	Y							
5+	O									0									0								1	12/19/18	1	N	Y							
5+	O									0									0								1	12/19/18	1	N	Y							
5+	O									0									0								1	12/19/18	1	N	Y							
5+	O									0									0								1	12/20/18	1	N	Y							
5+	O									0									0								1	12/20/18	1	N	Y							
5+	O									0									0								1	12/20/18	1	N	Y							
5+	O									0									0								1	12/21/18	1	N	Y							
5+	O									0									0								1	12/21/18	1	N	Y							
5+	O									0							1		0									12/21/18	1	N	Y							
5+	O									0									0						1			11/12/18	1	N	Y							
5+	O									0									0								1	11/12/18	1	N	Y							
5+	O									0									0								1	11/12/18	1	N	Y							
5+	O									0									0								1	11/13/18	1	N	Y							
5+	O									0									0								1	11/13/18	1	N	Y							

Unit Categor y	Tenure	VLI- Deed	VLI - Non Deed	Low- Incom e Deed	Low- Incom e Non Deed	Mod- Deed	Mod- Non Deed	Above Mod	Entitlemen t Date Approved	# of Units issued Entitlem ents	VLI- Deed2	VLI - Non Deed2	Low- Incom e Deed2	Low- Income Non Deed2	Mod- Deed 2	Mod- Non Deed	Above Mod2	Building Permits Date Issued	# of Units Issued Building Permits	VLI- Deed3	VLI - Non Deed3	Low- Income Deed3	Low- Income Non Deed3	Mod- Deed	Mod- Non Deed2	Above Mod3	Finaled Date Issued	# of Units issued Completed	ELI?*	SB 35	Infill Units ? Y/N*	Assistance Programs for Each Developme nt	Deed Restrictio n Type	Term of Affordab ility	Number of Demolishe d/Destroye d Units*	Demolished or Destroyed Units*	Demolishe d/Destroye d Units Owner or Renter*	Notes*
5+	O									0									0								1	11/13/18	1	N	Y							
5+	O									0									0								1	11/13/18	1	N	Y							
5+	O									0									0								1	11/14/18	1	N	Y							
5+	O									0									0								1	11/14/18	1	N	Y							
5+	O									0									0								1	11/14/18	1	N	Y							
5+	O									0									0								1	11/14/18	1	N	Y							
5+	O									0							1		0								1	11/15/18	1	N	Y							
5+	O									0									0								1	11/15/18	1	N	Y							
5+	O									0									0								1	11/15/18	1	N	Y							
5+	O									0									0								1	11/15/18	1	N	Y							
5+	O									0									0								1	11/16/18	1	N	Y							
5+	O									0									0								1	11/16/18	1	N	Y							
5+	O									0									0								1	10/12/18	1	N	Y							
5+	O									0									0								1	10/12/18	1	N	Y							
5+	O									0									0								1	10/12/18	1	N	Y							
5+	O									0									0								1	10/15/18	1	N	Y							
5+	O									0							1		0								1	10/15/18	1	N	Y							
5+	O									0									0								1	10/15/18	1	N	Y							
5+	O									0									0								1	10/16/18	1	N	Y							
5+	O									0									0								1	10/16/18	1	N	Y							
5+	O									0									0								1	10/16/18	1	N	Y							
5+	O									0									0								1	10/16/18	1	N	Y							
5+	O									0									0								1	10/16/18	1	N	Y							
5+	O									0									0								1	10/16/18	1	N	Y							
5+	O									0									0								1	10/17/18	1	N	Y							
5+	O									0									0								1	10/18/18	1	N	Y							
5+	O									0									0								1	10/18/18	1	N	Y							
5+	O									0									0								1	10/19/18	1	N	Y							
5+	O									0									0								1	10/19/18	1	N	Y							
5+	O									0									0								1	9/13/18	1	N	Y							
5+	O									0									0								1	9/13/18	1	N	Y							
5+	O									0									0								1	9/13/18	1	N	Y							
5+	O									0									0								1	9/13/18	1	N	Y							
5+	O									0									0								1	9/13/18	1	N	Y							
5+	O									0									0								1	9/13/18	1	N	Y							
5+	O									0									0								1	9/13/18	1	N	Y							
5+	O									0									0								1	9/14/18	1	N	Y							
5+	O									0									0								1	9/14/18	1	N	Y							
5+	O									0									0								1	9/14/18	1	N	Y							
5+	O									0									0								1	9/20/18	1	N	Y							
5+	O									0									0								1	9/20/18	1	N	Y							
5+	O									0									0								1	9/20/18	1	N	Y							
5+	O									0									0								1	9/20/18	1	N	Y							
5+	O									0									0								1	9/21/18	1	N	Y							
5+	O									0									0								1	8/23/18	1	N	Y							
5+	O									0									0								1	8/23/18	1	N	Y							
5+	O									0									0								1	8/23/18	1	N	Y							
5+	O									0									0								1	8/22/18	1	N	Y							
5+	O									0									0								1	8/22/18	1	N	Y							
5+	O									0									0								1	8/22/18	1	N	Y							
5+	O									0									0								1	8/21/18	1	N	Y							
5+	O									0									0								1	8/21/18	1	N	Y							
5+	O									0									0								1	8/21/18	1	N	Y							
5+	O									0									0								1	8/21/18	1	N	Y							
5+	O									0									0								1	8/13/18	1	N	Y							
5+	O									0									0								1	8/13/18	1	N	Y							
5+	O									0									0								1	8/13/18	1	N	Y							
5+	O									0									0								1	8/8/18	1	N	Y							
5+	O									0									0								1	8/8/18	1	N	Y							
5+	O									0									0								1	8/8/18	1	N	Y							
5+	O									0									0								1	8/8/18	1	N	Y							
5+	O									0									0								1	8/27/18	1	N	Y							
5+	O									0									0								1	8/24/18	1	N	Y							
5+	O									0									0								1	8/23/18	1	N	Y							
5+	O				</																																	

Unit Category	Tenure	VLI-Deed	VLI - Non Deed	Low-Income Deed	Low-Income Non Deed	Mod-Deed	Mod-Non Deed	Above Mod	Entitlement Date Approved	# of Units Issued Entitlements	VLI-Deed2	VLI - Non Deed2	Low-Income Deed2	Low-Income Non Deed2	Mod-Deed 2	Mod-Non Deed	Above Mod2	Building Permits Date Issued	# of Units Issued Building Permits	VLI-Deed3	VLI - Non Deed3	Low-Income Deed3	Low-Income Non Deed3	Mod-Deed	Mod-Non Deed2	Above Mod3	Finald Date Issued	# of Units issued Completed	ELI?*	SB 35	Infill Units ? Y/N*	Assistance Programs for Each Development	Deed Restriction Type	Term of Affordability	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
5+	O									0									0								1	8/20/18	1	N	Y							
5+	O									0									0								1	8/17/18	1	N	Y							
5+	O									0									0								1	7/12/18	1	N	Y							
5+	O									0									0								1	7/12/18	1	N	Y							
5+	O									0									0								1	7/19/18	1	N	Y							
5+	O									0									0								1	7/16/18	1	N	Y							
5+	O									0							1		0									7/16/18	1	N	Y							
5+	O									0									0								1	7/16/18	1	N	Y							
5+	O									0									0								1	7/16/18	1	N	Y							
5+	O									0									0								1	7/16/18	1	N	Y							
5+	O									0							1		0									7/16/18	1	N	Y							
5+	O									0									0								1	7/26/18	1	N	Y							
5+	O									0									0								1	7/26/18	1	N	Y							
5+	O									0									0								1	7/17/18	1	N	Y							
5+	O									0									0								1	5/22/18	1	N	Y							
5+	O									0							1		0									5/24/18	1	N	Y							
5+	O									0									0								1	5/22/18	1	N	Y							
5+	O									0									0								1	5/23/18	1	N	Y							
5+	O									0									0								1	5/24/18	1	N	Y							
5+	O									0									0								1	5/23/18	1	N	Y							
5+	O									0									0								1	5/14/18	1	N	Y							
5+	O									0									0								1	5/14/18	1	N	Y							
5+	O									0									0								1	5/14/18	1	N	Y							
5+	O									0									0								1	5/14/18	1	N	Y							
5+	O									0							1		0									5/14/18	1	N	Y							
5+	O									0									0								1	10/11/18	1	N	Y							
5+	O									0									0								1	10/12/18	1	N	Y							
5+	O									0									0								1	10/15/18	1	N	Y							
5+	O									0									0								1	10/16/18	1	N	Y							
5+	O									0									0								1	9/20/18	1	N	Y							
5+	O									0									0								1	9/19/18	1	N	Y							
5+	O									0									0								1	9/19/18	1	N	Y							
5+	O									0							1		0									9/18/18	1	N	Y							
5+	O									0									0								1	9/18/18	1	N	Y							
5+	O									0									0								1	9/17/18	1	N	Y							
5+	O									0									0								1	9/17/18	1	N	Y							
5+	O									0									0								1	3/14/18	1	N	Y							
5+	O									0									0								1	3/14/18	1	N	Y							
5+	O									0									0								1	3/14/18	1	N	Y							
5+	O									0									0								1	3/14/18	1	N	Y							
5+	O									0							1		0									3/14/18										

Unit Category	Tenure	VLI-Deed	VLI - Non Deed	Low-Income Deed	Low-Income Non Deed	Mod-Deed	Mod-Non Deed	Above Mod	Entitlement Date Approved	# of Units Issued Entitlements	VLI-Deed2	VLI - Non Deed2	Low-Income Deed2	Low-Income Non Deed2	Mod-Deed 2	Mod-Non Deed	Above Mod2	Building Permits Date Issued	# of Units Issued Building Permits	VLI-Deed3	VLI - Non Deed3	Low-Income Deed3	Low-Income Non Deed3	Mod-Deed	Mod-Non Deed2	Above Mod3	Finald Date Issued	# of Units issued Completed	ELI?*	SB 35	Infill Units ? Y/N*	Assistance Programs for Each Development	Deed Restriction Type	Term of Affordability	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*	
5+	O									0									0						1			10/30/18	1	N	Y								
5+	O									0									0							1		10/31/18	1	N	Y								
5+	O									0									0							1		11/1/18	1	N	Y								
5+	O									0									0							1		11/21/18	1	N	Y								
5+	O									0									0							1		11/21/18	1	N	Y								
5+	O									0									0						1		11/20/18	1	N	Y									
5+	O									0									0							1		11/20/18	1	N	Y								
5+	O									0									0							1		11/19/18	1	N	Y								
5+	O									0									0							1		11/19/18	1	N	Y								
5+	O									0									0							1		11/7/18	1	N	Y								
5+	O									0									0							1		11/7/18	1	N	Y								
5+	O									0									0							1		11/6/18	1	N	Y								
5+	O									0									0							1		11/6/18	1	N	Y								
5+	O									0									0							1		11/5/18	1	N	Y								
5+	O									0									0							1		11/5/18	1	N	Y								
ADU	R									0									0						1		8/15/18	1	N	Y				Other					
ADU	R									0									0						1		5/25/18	1	N	Y				Other					
ADU	R									0									0						1		11/14/18	1	N	Y				Other					
5+	O									0									0							1		12/14/18	1	N	Y								
5+	O									0									0							1		12/14/18	1	N	Y								
5+	O									0									0							1		12/14/18	1	N	Y								
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5+	O									0									0							1		12/14/18	1	N	Y								
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5+	R									0									0							1		12/14/18	1	N	Y								
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5+	R									0									0							1		12/14/18	1	N	Y								
5+	R									0									0							1		12/14/18	1	N	Y								
SFD	O									0									0							1		4/17/18	1	N	Y						1 Demolished	O	
SFD	O									0									0							1		6/13/18	1	N	Y						1 Demolished	O	SFD demo
SFD	O									0									0							1		6/13/18	1	N	Y						1 Demolished	R	1 unit of duplex demo
SFD	O									0									0							1		9/14/18	1	N	Y						1 Demolished	R	1 unit of duplex demo
SFD	O									0									0							1		1/23/18	1	N	Y						1 Demolished	O	
SFD	O									0									0							1		12/4/18	1	N	Y						1 Demolished	O	
SFD	O									0									0							1		4/20/18	1	N	Y						1 Demolished	O	
SFD	O									0									0							1		11/7/18	1	N	Y						1 Demolished	O	
SFD	O									0																													

Unit Category	Tenure	VLI-Deed	VLI - Non Deed	Low-Income Deed	Low-Income Non Deed	Mod-Deed	Mod-Non Deed	Above Mod	Entitlement Date Approved	# of Units issued Entitlements	VLI-Deed2	VLI - Non Deed2	Low-Income Deed2	Low-Income Non Deed2	Mod-Deed 2	Mod-Non Deed	Above Mod2	Building Permits Date Issued	# of Units Issued Building Permits	VLI-Deed3	VLI - Non Deed3	Low-Income Deed3	Low-Income Non Deed3	Mod-Deed	Mod-Non Deed2	Above Mod3	Finaled Date Issued	# of Units issued Completed	ELI?*	SB 35	Infill Units ? Y/N*	Assistance Programs for Each Development	Deed Restriction Type	Term of Affordability	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
SFD	O									0									0								1	10/4/18	1	N	Y					1 Demolished	O	
SFD	O									0									0								1	7/17/18	1	N	Y					1 Demolished	O	
SFD	O							1	6/27/18	1									0										0									
ADU	R						1		12/28/18	1									0										0	N	Y			Other				
ADU	R						1		12/12/18	1									0										0	N	Y			Other				
ADU	R						1		12/5/18	1									0										0	N	Y			Other				
ADU	R						1		11/28/18	1									0										0	N	Y			Other				
ADU	R						1		6/28/18	1									0										0	N	Y			Other				
ADU	R						1		10/31/18	1						1		9/18/18	1										0	N	Y			Other				
ADU	R						1		12/28/18	1									0										0	N	Y			Other				
ADU	R						1		12/19/18	1									0										0	N	Y			Other				
ADU	R						1		12/3/18	1									0										0	N	Y			Other				
ADU	R						1		8/23/18	1						1		10/3/18	1										0	N	Y			Other				
ADU	R						1		6/7/18	1						1		7/31/18	1							1	11/8/18	1	N	Y			Other					
ADU	R						1		3/28/18	1						1		7/10/18	1										0	N	Y			Other				
ADU	R						1		6/15/18	1									0										0	N	Y			Other				
ADU	R						1		5/25/18	1									0										0	N	Y			Other				
ADU	R						1		10/8/18	1									0										0	N	Y			Other				
ADU	R						1		4/9/18	1						1		5/8/18	1										0	N	Y			Other				
ADU	R						1		5/23/18	1									0										0	N	Y			Other				
ADU	R						1		12/14/18	1									0										0	N	Y			Other				
ADU	R						1		10/11/18	1						1		11/13/18	1										0	N	Y			Other				
ADU	R						1		12/7/18	1									0										0	N	Y			Other				
ADU	R						1		8/16/18	1						1		8/31/18	1										0	N	Y			Other				
ADU	R						1		8/30/18	1									0										0	N	Y			Other				
ADU	R						1		7/3/18	1						1		10/11/18	1										0	N	Y			Other				
ADU	R						1		7/13/18	1						1		11/29/18	1										0	N	Y			Other				
ADU	R						1		8/2/18	1						1		8/23/18	1										0	N	Y			Other				
ADU	R						1		6/7/18	1									0										0	N	Y			Other				
ADU	R						1		10/9/18	1									0										0	N	Y			Other				
ADU	R						1		6/19/18	1						1		9/18/18	1										0	N	Y			Other				
ADU	R						1		6/7/18	1						1		6/11/18	1										0	N	Y			Other				
ADU	R						1		4/18/18	1									0										0	N	Y			Other				
ADU	R						1		7/23/18	1									0										0	N	Y			Other				
ADU	R						1		8/3/18	1									0										0	N	Y			Other				
ADU	R						1		2/1/18	1									0										0	N	Y			Other				
ADU	R						1		4/5/18	1						1		6/14/18	1										0	N	Y			Other				
ADU	R						1		3/30/18	1						1		7/17/18	1										0	N	Y			Other				
ADU	R						1		6/18/18	1						1		6/22/18	1							1	8/20/18	1	N	Y			Other					
ADU	R						1		6/7/18	1						1		7/31/18	1							1	11/8/18	1	N	Y			Other					
ADU	R						1		6/28/18	1						1			1										0	N	Y			Other				
ADU	R						1		3/26/18	1						1		10/10/18	1										0	N	Y			Other				
ADU	R									0						1		2/23/18	1							1	6/20/18	1	N	Y			Other					
ADU	R									0						1		3/14/18	1										0	N	Y			Other				
ADU	R									0						1		3/23/18	1							1	8/7/18	1	N	Y			Other					
ADU	R									0									0							1	1/3/18	1	N	Y			Other					
ADU	R									0						1		8/10/18	1							1	11/8/18	1	N	Y			Other					
ADU	R									0									0							1	5/10/18	1	N	Y			Other					

ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Sunnyvale	
Reporting Year	2018	(Jan. 1 - Dec. 31)

This table is auto-populated once you enter your jurisdiction name and current year data.  
Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1640	43		46							89	1551
	Non-Deed Restricted												
Low	Deed Restricted	906		1	20							21	885
	Non-Deed Restricted												
Moderate	Deed Restricted	932	18	24	35	33						167	765
	Non-Deed Restricted		8	8	12	29							
Above Moderate		1974	796	222	381	207						1606	368
Total RHNA		5452											
Total Units 44			865	255	494	269						1883	3569

Note: units serving extremely low-income households are included in the very low-income permitted units totals  
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation  
(CCR Title 25 §6202)

Jurisdiction	Sunnyvale	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table C																	
Sites Identified or Rezoned to Accommodate Shortfall Housing Need																	
Project Identifier				Date of Rezone	Affordability by Household Income				Type of Shortfall	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very-Low Income	Low-Income	Moderate Income	Above Moderate Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Sunnyvale	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
BMR Housing Program	Continue to implement BMR Home Ownership Program. Review and refine BMR program guidelines and codes periodically as needed to accommodate changing market conditions and improve overall program effectiveness.	Ongoing: 2015-2023	In 2018, 46 BMR homes were sold (escrow closed), including 45 new and 1 resale BMR homes.
First Time Home Buyer Program	Continue to implement FTHB Program; aim to assist 5-10 homebuyers per year, or as demand warrants.	Ongoing: 2015-2023	In 2018, the City provided FTHB loans to 4 BMR home buyers. The remaining 42 BMR buyers did not need a FTHB loan.
Affordable Housing Development Assistance	Provide financial and regulatory assistance for new affordable housing development, using available funds.	Ongoing: 2015-2023 (Annual NoFA issuance)	In January 2018, City approved a new "80/20" project with 22 VLI units and prepared materials for project's TEFRA hearing. In November 2018, the City approved to enter a Disposition and Development Agreement with a
Density Bonus Provisions	Educate developers about density bonus incentives using outreach materials provided online and/or at the One-Stop Center. Promote use of density bonus in discussions with applicants and share the City's density bonus calculator tool with interested developers.	Ongoing: 2015-2023	Density bonus calculator developed to help developers and staff analyze various options for sites. All density bonus units (Affordable Rental Units or ARUs) completed to date are very low income units.
Home Improvement Program	Continue to operate the Home Improvement Program to assist lower-income households with funding for housing rehabilitation and minor improvements. Assist a total of 15-20 households per year, or as demand warrants.	Ongoing: 2015-2023	In 2018, 1 housing rehabilitation loan and 5 home access grants were provided (total of 6 units). In addition, 1 paint grant, 2 emergency repair grants and 1 energy retrofit grant (4 units) were provided.
Multi-Family Rental Property Rehabilitation	Continue to offer below-market rate financing for rehabilitation of affordable rental units, using funding sources available for this purpose. Provide rehabilitation financing to one or more properties during the planning period.	Ongoing: 2015-2023	• Stoney Pine Apartments, a 21-unit special needs project, \$403,000 BIF loan provided, work is in progress; • Eight Trees Apartments, a 24-unit acquisition/rehab/preservation project, New \$3.3M loan was approved in Nov. 2017 for Phase 2 rehabilitation,
Multi-family Rental Property Acquisition and/or Preservation	Assist in acquisition and/or preservation, alone or in combination with rehabilitation assistance, of at least one multi-family rental property during the planning period.	Enter into first funding agreement by 2017; other thereafter as feasible	Eight Trees Apartments, a 24-unit acquisition/rehab/preservation project begun in 2016: \$3.3M loan for Phase 2 project approved in Nov. 2017, escrow closed in Feb. 2018. Rehab work started in late 2018.
Neighborhood Preservation Program	Continue to implement the Neighborhood Preservation Program, with affordable housing support from the Housing Division.	Ongoing: 2015-2023	Housing staff provides ongoing support to the Neighborhood Preservation Program as needed
Preservation of Assisted Rental Housing	Maintain contact with owner of Life's Garden and offer financial and other assistance to maintain the affordability of the at-risk units.	Completed by 2017	Preservation/rehabilitation of Life's Garden was completed in 2017. The City held a "TEFRA" hearing in March 2016 to support the project's application for 4% tax credits, and submitted the Local Reviewing Agency
Section 8 Rental Assistance	Support the Housing Authority in its efforts to maintain adequate federal funding for Section 8. Refer residents to the Housing Authority for Section 8 and related information. Encourage landlords to participate in the program.	Ongoing: 2015-2023	Staff has referred several interested hoseholds to Housing Authority in 2018 and the City has been in the negotiations with the new affordable housing develper to participate in this program.
Anti-Displacement Provisions	Consider developing an anti-displacement policy applicable to redevelopment or major renovation of larger rental properties. Conduct outreach on the topic with interested stakeholders before developing proposed provisions.	Begin program by 2016	Background research completed in 2016. The City will be covering this topic as part of the Housing Strategy. In 2018 the City hired a consultant. Outreach process is scheduled to begin in February 2019.
Mobile Home Park Preservation	Continue to implement current mobile home park protections and maintain mobile home park zones. In the event of mobile home park closure, enforce the Mobile Home Park Conversion requirements to provide relocation assistance to park residents.	Ongoing: 2015-2023	Ongoing. The owners of Blue Bonnet MHP submitted a conversion impact report which was approved in early 2017. Park residents received relocation assistance, and several were able to purchase or rent Sunnyvale BMR homes. This park was not subject to City's park preservation policies (zoned for other uses). Other mobile home parks continue to be protected by MHP-



Foreclosure Prevention	Provide information and referrals about available foreclosure services and related information through City public outreach channels.	Ongoing: 2015-2023	In 2018, the City assisted a BMR owner that was behind in paying mortgages by contacting the lender and remodification of the loan terms.
Condominium Conversion Regulations	Continue to provide tenant protections through implementation of the City's condominium conversion regulations.	Ongoing: 2015-2023	No condo conversion applications were received in 2018.
Consider Modifications to Development Standards for Accessory Dwelling Units (ADU's)	Conduct outreach, complete analysis of ADU standards and possible modifications, and provide recommendations for public, stakeholder, and Council consideration.	Begin program by 2017	This project was completed in 2017 after significant outreach and hearings. Along with several other minor ADU code amendments, the City reduced the minimum lot sizes for newly built ADUs from 8,500 SF to 8,000 SF in R-1 and to 6,000 SF in R-0. The minimum remains at 5,000 SF for DSP and R-2 zones. Conversion ADUs are exempt from these minimum lot
Retooling the Zoning Code	Complete the Retooling project by providing a final draft of the Zoning Code for Council consideration by the end of 2015.	Complete project by 2016	While several zoning amendments have been made in recent years, and a new Land Use and Transportation Element (LUTE) and several specific plans or plan updates have been adopted, portions of the retooling project remain in progress. Due to staff turnover, and subsequent lack of available staff and workload
Residential Sites Inventory	Maintain current inventory of potential residential and mixed use sites; provide to developers with information on incentives.	Ongoing: 2015-2023	Sites inventory is online in the Housing Element; further assistance is available at the One-Stop Permit Center and by phone or email to Planning and Housing staff. Many of the major housing sites included in the
Minimum Densities	Inform developers of policy to develop to at least 75% of General Plan density.	Ongoing: 2015-2023	Planning staff reviews development applications to ensure that proposed projects meet this standard; this information is also highlighted in reports to Planning
Downtown Specific Plan	Encourage provision of affordable housing by requiring BMR units to be provided on-site or within the boundaries of the Specific Plan, and by promoting density bonus incentives.	Ongoing: 2015-2023	Projects in DSP with BMRs and/or ARUs: - Completed: Sunnyvale Town Center or "The Flats" (25 BMRs) - In Progress: DDA was approved in late 2018 for 90 units 100% affordable housing on a City-owned land
Accessory Living Units	Facilitate the development of new accessory living units by making information about how to obtain permits for them available to the public.	Ongoing: 2015-2023	Information is available online and at One-Stop Permit Center and shared via various City channels and meetings.
Housing Policies for Priority Development Areas	Consider developing specific housing policies for designated PDAs in the City through preparation of specific plans or station area plans.	Begin program by 2017	2 PDAs: Lawrence Station Area Plan (LSAP) adopted in 2017 includes housing incentives; El Camino Real Specific Plan (update in process) will include new housing policies. In addition, new housing overlay will
Fair Housing Program	Contract with qualified fair housing agencies to provide fair housing services to the extent funding is available. Provide fair housing brochures at City facilities and fair housing information on the City's website, with links to HUD fair housing page. Participate in the Santa Clara County Fair Housing Task Force.	Ongoing: 2015-2023	<ul style="list-style-type: none"><li>• City provided CDBG grants to Law Foundation for fair housing services in 2018 (spent a total off \$9,400 in 2018 serving 32 persons)</li><li>• Housing staff coordinated two Fair Housing presentations with the Law Foundation in 2018: one in April for tenants and one in May for property managers.</li><li>• Housing staff maintains webpage with current fair housing information and resources;</li><li>• Brochures and posters provided at City and partner agency facilities.</li><li>• Housing Staff provided information regarding below</li></ul>
Accessible Housing	Maintain procedures for reasonable accommodations in codes and permitting. Adopt accessibility updates to codes as needed. Provide grants for accessibility improvements for eligible households, and provide CDBG funds for accessibility improvements to pedestrian facilities as needed in residential neighborhoods.	Ongoing: 2015-2023	<ul style="list-style-type: none"><li>• City codes are updated; reasonable accommodation procedures are available to Planning/Building permit applicants.</li><li>• City operates Home Access Grant program. (5 home access grants were provided in 2018)</li><li>• City committed CDBG funding for a sidewalk project which will provide ADA-compliant access along Persian Drive, where no sidewalk currently exists.( This project will break ground in 2019)</li></ul>
Programs to Address Homelessness	Provide funding for programs that seek to prevent and end homelessness and provide supportive services, such as the TBRA and WorkFirst Sunnyvale programs. Offer financing for permanent supportive housing and projects that reserve units for homeless applicants.	Ongoing: 2015-2023	City continues to provide significant annual funding for these programs for homeless and at-risk households: <ul style="list-style-type: none"><li>• WorkFirst Sunnyvale (404K Awarded in FY 2017-18 and 420K awarded in 2018-19)</li><li>• Tenant-Based Rental Assistance (TBRA) (\$338K awarded in FY 2017-2018 and 919K awarded in FY 2018-19)</li><li>• Homelessness Prevention and Rapid Re-housing (HPRR) (250K awarded in FY 2017-18 and 250K awarded in FY 2018-19)</li></ul>
Special Needs Housing Development Assistance	Include priority for special needs units in all City notices of funding availability for new housing construction, rehabilitation, and/or preservation projects. Aim to assist in the development of one new project with some units reserved for special needs tenants. Encourage developers to include advocacy groups in marketing and leasing efforts related to newly available units.	Begin program by 2016	<ul style="list-style-type: none"><li>• This priority is noted in City Housing RFPs.</li><li>• Orchard Gardens (pending project) includes 43 units for special needs tenants.</li><li>• Block 15 project DDA includes 25% of units to be allocated for special needs tenants</li></ul>
Housing for Large Families and Single-Parent Households	Encourage rental developers to include units with three or more bedrooms, and to provide family-friendly common areas, open space and amenities such as on-site child care. Inform developers of the density bonus incentives for qualifying projects with child care facilities.	Ongoing: 2015-2023	Recent rental developments include a range of unit sizes.
Sustainability and Green Building	Continue the City's comprehensive sustainability and green building programs.	Ongoing: 2015-2023	City offers a 5% density bonus for projects meeting green building standards. City's Green Building program to be updated in 2019.

Note: + Optional field

Cells in grey contain auto-calculation formulas

Annual Progress Report January 2019

ANNUAL ELEMENT PROGRESS REPORT  
*Housing Element Implementation*  
(CCR Title 25 §6202)

Jurisdiction	Sunnyvale	
Reporting Period	2018	(Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)									
This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).									
Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 <sup>+</sup>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

<b>Jurisdiction</b>	Sunnyvale	
<b>Reporting Year</b>	2018	(Jan. 1 - Dec. 31)

Permitted Units Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	6
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	2
	Non-Deed Restricted	48
Above Moderate		97
Total Units 44		153

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Entitlement Summary	
Total Housing Applications Submitted:	49
Number of Proposed Units in All Applications Received:	129
Total Housing Units Approved:	129
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

City of Sunnyvale Housing Successor Agency  
**Annual Report on the  
 Low-Moderate Income Housing Asset Fund (LMIHAF)  
 FY 2017/18**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f), covering the fiscal year that ended on June 30, 2018. This Report sets forth certain details of the City of Sunnyvale Housing Successor Agency's activities during Fiscal Year 2017-18 (Fiscal Year).

The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund, which is a part of the City of Sunnyvale Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2017-18, prepared by Tim Kirby, Finance Director, which includes the Independent Auditor's Report (Audit) prepared by MGO Certified Public Accountants, which Audit is separate from this annual summary Report. This Report conforms with and is organized into sections I through XI, inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

- I. The amount the city, county, or city and county received pursuant to subparagraph (A) of paragraph (3) of subdivision (b) of Section 34191.4.
- II. **Amount Deposited into LMIHAF:** This section provides the amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.
- III. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.
- IV. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- V. **Statutory Value of Assets Owned by Housing Successor:** This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
- VI. **Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

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- VII. **Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
- VIII. **Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.
- IX. **Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
- X. **Income Test:** This section provides the information required by Section 34176.1 (a)(3)(B), or a description of expenditures by income restriction for five-year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.
- XI. **Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report, the ten-year period reviewed is January 1, 2008 through December 31, 2017.
- XII. **Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

This Report is to be provided annually to the Housing Successor's governing body within six months of the end of each fiscal year, and to the State Department of Housing and Community Development no later than April 1 of the year following the close of the fiscal year. In addition, this Report and the former redevelopment agency's pre-dissolution Implementation Plans are made available to the public on the City's website: [Sunnyvale.ca.gov](http://Sunnyvale.ca.gov).

**I. AMOUNT RECEIVED PURSUANT TO SECTION 34191.4(3)(A)**

In FY 2017/18, a total of **\$1,941,611** was deposited pursuant to the ROPS.

**II. AMOUNT DEPOSITED INTO LMIHAF**

In FY 2017/18, a total of **\$40,241** was deposited into the LMIHAF during the Fiscal Year, consisting of interest income on funds deposited previously.

**III. ENDING BALANCE OF LMIHAF**

At the end of FY 2017/18, on June 30, 2018, the balance in the LMIHAF was **\$2,582,910**. All of this amount is encumbered but not yet expended.

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**IV. DESCRIPTION OF EXPENDITURES FROM LMIHAF**

In FY 2017/18 the Housing Successor Agency spent a total of \$299,993 from the LMIHAF, including \$296,949 on the Homeless Prevention and Rapid Re-housing (HPRR) Program, and \$3,044 on Housing Successor Agency administrative expenses. The HPRR Program was implemented through a contract with Sunnyvale Community Services (SCS), a local non-profit agency.

**V. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF**

Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The Housing Successor Agency has no assets according to the above definition. For details, please see the Low and Moderate Income Housing Fund Due Diligence [Review](#) available on the Successor Agency website.

**VI. DESCRIPTION OF TRANSFERS**

The Housing Successor Agency did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year. The Housing Successor Agency has no assets according to the above definition. For details, please see the Low and Moderate Income Housing Fund Due Diligence [Review](#) available on the Successor Agency website.

**VII. PROJECT DESCRIPTIONS**

The Housing Successor Agency did not allocate LMIHAF funds to any capital projects in FY 2017/18. However, a new affordable housing project (833600: Block 15 Affordable Housing Site) is included in the FY 2018/19 Projects budget, funded by \$4 million (this amount will be transferred out of the LMIAF after projected revenues in FY 2018/19 \$2,076,752 are deposited from ROPS 2018-19 distribution) in LMIHAF and the balance in other local Housing funds such as Housing Mitigation Fund (HMF).

**VIII. STATUS OF COMPLIANCE WITH SECTION 33334.16**

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, if any the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset.

The Housing Successor does not own any real property.



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**IX. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413**

Replacement Housing: The former RDA did not incur any Section 33413(a) replacement housing obligations nor transfer any such obligations to the Housing Successor. Various plans and reports of the former Redevelopment Agency are posted on the Redevelopment Successor Agency website at [Sunnyvale.ca.gov](http://Sunnyvale.ca.gov).

Inclusionary/Production Housing. The former RDA did not incur any Section 33413(a) inclusionary/production housing obligations nor transfer any such obligations to the Housing Successor. Various plans and reports of the former Redevelopment Agency are posted on the Redevelopment Successor Agency website at [Sunnyvale.ca.gov](http://Sunnyvale.ca.gov).

The Housing Successor has no outstanding or unmet obligations pursuant to Section 33413.

**X. EXTREMELY LOW INCOME TEST**

Section 34176.1(a)(3)(B) requires that the Housing Successor spend at least 30% of the LMIHAF to assist in development of rental housing affordable to and occupied by extremely low income (ELI) households, which are households with incomes that do not exceed 30% of the AMI. If the Housing Successor fails to comply with this ELI requirement in any five-year reporting period, then it must annually spend at least 50% of the funds remaining in the LMIHAF following that reporting period on rental housing affordable to ELI households, until it demonstrates compliance with the ELI requirement. This information is not required to be reported until 2019 for the 2014 – 2019 period.

The Housing Successor did not assist the development of any affordable rental housing projects due to the relatively low fund balance in FY 2017/18. On November 13, 2018, City Council approved Disposition and Development Agreement Between the City of Sunnyvale and Related Companies of California, LLC, Providing for Financial Assistance in the amount of \$12.5 Million in Housing Mitigation and Low and Moderate Income Housing Asset Funds (LMIHAF) To Construct a 90-unit Affordable Housing Development on Iowa Avenue Between Mathilda Avenue and Charles Street (Block 15). This agreement was executed on January 3, 2019. See this link for the Staff Report: <https://sunnyvaleca.legistar.com/LegislationDetail.aspx?ID=3725111&GUID=31D005EE-4991-47B8-B403-5C7D8635F090&Options=&Search=&FullText=1>

See below calculation, demonstrating how the Housing Successor will utilize at least 30% of the LMIHAF to assist in development of rental housing affordable to and occupied by extremely low income (ELI) households.

- \$4M of the \$12.5M is former RDA tax increment
- 89 units of 90 units are affordable
- 30% of the \$4M (\$1.2 M) must be dedicated to ELI units (30% AMI)
- Total project cost is \$52M
- \$1.2M of \$12.5M = 9.6%
- 9.6% of the 89 units = 9 units



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**XI. SENIOR HOUSING TEST**

The senior housing test is based on the percentage of deed-restricted affordable rental units assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years that are restricted to seniors. If the senior units' percentage exceeds 50% of the total number of deed-restricted affordable units assisted during this time period, the Housing Successor cannot spend LMIHAF funds on assisting additional senior rental units until the Housing Successor or City assists, and construction has commenced, on enough all-age deed-restricted rental units to bring the all-age units share up to at least 50% of the total deed-restricted rental units assisted by the Housing Successor during that ten-year period.

The table on the following page provides the results of the Housing Successor's Senior Housing Test for the 10-year period of 2008-2017:

**City-Assisted Rental Units, 2008-2017 (Calendar Years)**

Total Assisted Senior Units	124
Total Assisted Units	327
<b>Senior Housing Percentage</b>	<b>37.9%</b>

**Note:** "Total assisted units" counts deed-restricted, standard rental dwelling units only; does not count single-family homes assisted with rehabilitation loans or grants, inclusionary housing units that did not receive City subsidies, or City-assisted homeless shelters or transitional housing units, pursuant to guidance of Successor Agency legal counsel.

**XII. EXCESS SURPLUS TEST**

Excess Surplus is defined in Health and Safety Code Section 34176.1(d) as an unencumbered amount in the LMIHAF account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.

The following table displays the Excess Surplus test:

	Preceding Four Fiscal years				Reporting Year
	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18
<b>Beginning Balance</b>	\$0	\$0	\$440,070	\$244,503	\$ 901,050
<b>Add: Deposits</b>	\$0	\$440,070	\$3,316	\$1,162,495	\$ 1,981,852
<b>(Less) Expenditures</b>	\$0	\$0	(\$198,883)	(\$196,078)	\$ (299,993)
<b>(Less) Net Encumbrances</b>	\$0	\$0	\$0	(\$309,869)	\$ (2,582,910)
<b>Unencumbered Balance, Year End</b>	\$0	\$440,070	\$244,503	\$901,050	(\$0)

Excess Surplus equals greater of \$1 million or sum of preceding four fiscal years of deposits to the fund:

Deposits to LMIHAF, FYs 2013/14-2017:

FY 2013/14	\$ 0
FY 2014/15	\$ 440,070
FY 2015/16	\$ 3,316
FY 2016/17	\$ 1,162,495
<b>Total Deposits</b>	<b>\$ 1,605,880</b>

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As shown above, the sum of the past four years' deposits is over one million dollars, so the sum of deposits from the past four preceding years is the operable amount for measuring excess surplus for FY 2017/18. As shown in the first table above, at the end of FY 2017/18 the LMIHAF had an unencumbered total balance of \$0. All funds currently held in reserve as well as the majority of 2018-19 projected revenue are encumbered, with most of funds earmarked for the upcoming Block 15 affordable housing project and a smaller appropriation for the City's Homeless Prevention and Rapid Rehousing Program (HPRR).

Project Information Sheets:

<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?blobid=25957>

- Block 15, page 713
- HPRR, page 726

## ADU Rents in Santa Clara County

1/30/2019

Accessory Dwelling Unit (ADU) rents in Santa Clara County is calculated relative to the income levels of household sizes, ranging from 1 to 3-member households, through a survey of ADUS in the area.

Number of Persons in Household	Moderate: 80% to 120% of AMI		Low: 60% to 80% of AMI	
	AMI	Rent	AMI	Rent
1	\$ 105,200	\$ 2,630	\$ 66,150	\$ 1,653
2	\$ 120,200	\$ 3,005	\$ 75,600	\$ 1,890
3	\$ 135,250	\$ 3,381	\$ 85,050	\$ 2,126

\* Income levels are based State Income Limits for 2018

\* rents meet the definition of affordable as defined in Health and Safety Code Section 50052.5.

Rent	Size (sq. ft.)	City	Listing Website
\$ 2,350	640	Campbell	<a href="https://sfbay.craigslist.org/sby/apa/d/campbell-cottage-for-rent/6805159291.html">https://sfbay.craigslist.org/sby/apa/d/campbell-cottage-for-rent/6805159291.html</a>
\$ 1,950	440	Campbell	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-great-location-private-quiet/6803981430.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-great-location-private-quiet/6803981430.html</a>
\$ 1,300	350	Campbell	<a href="https://sfbay.craigslist.org/sby/apa/d/campbell-cozy-studio-1-bath/6803879802.html">https://sfbay.craigslist.org/sby/apa/d/campbell-cozy-studio-1-bath/6803879802.html</a>
\$ 2,400	1 bd, 1 bath	Cupertino	<a href="https://sfbay.craigslist.org/sby/apa/d/cupertino-new-luxury-suitekitchenyard/6787359994.html">https://sfbay.craigslist.org/sby/apa/d/cupertino-new-luxury-suitekitchenyard/6787359994.html</a>
\$ 2,600	531	Los Gatos	<a href="https://sfbay.craigslist.org/sby/apa/d/los-gatos-newly-renovated-los-gatos/6805936215.html">https://sfbay.craigslist.org/sby/apa/d/los-gatos-newly-renovated-los-gatos/6805936215.html</a>
\$ 2,595	550	Mountain View	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-in-law-quarter-and-private/6804370148.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-in-law-quarter-and-private/6804370148.html</a>
\$ 2,250	500	Mountain View	<a href="https://sfbay.craigslist.org/sby/apa/d/mountain-view-newly-remodeled-1br-1ba/6805297147.html">https://sfbay.craigslist.org/sby/apa/d/mountain-view-newly-remodeled-1br-1ba/6805297147.html</a>
\$ 2,125	1 bd, 1 bath	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-modernized-spacious-private-in/6807117642.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-modernized-spacious-private-in/6807117642.html</a>
\$ 2,000	750	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-stunning-and-spacious-new/6802181592.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-stunning-and-spacious-new/6802181592.html</a>
\$ 1,980	557	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-in-law-unit-2-bed-1-bath-with/6803237385.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-in-law-unit-2-bed-1-bath-with/6803237385.html</a>
\$ 1,750	0 bd, 1 bath	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-newly-remodeled-detached/6804593002.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-newly-remodeled-detached/6804593002.html</a>
\$ 1,750	600	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-cute-backyard-cottage-for-rent/6803931235.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-cute-backyard-cottage-for-rent/6803931235.html</a>
\$ 1,925	700	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-cottage-incl-util-d/6799027845.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-cottage-incl-util-d/6799027845.html</a>
\$ 1,950	550	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-cozy-1br-unit-located-in/6802032379.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-cozy-1br-unit-located-in/6802032379.html</a>
\$ 1,500	350	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-studio-apt-for-rent-includes/6807121262.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-studio-apt-for-rent-includes/6807121262.html</a>
\$ 1,995	650	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-in-law-unit-for-rent-close-to/6804145361.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-in-law-unit-for-rent-close-to/6804145361.html</a>
\$ 2,300	1 bd, 1 bath	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/luxury-studio-mins-to-santana-row/6803108287.html">https://sfbay.craigslist.org/sby/apa/d/luxury-studio-mins-to-santana-row/6803108287.html</a>
\$ 2,200	630	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-in-law-unit-2-bed-15-bath/6788391632.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-in-law-unit-2-bed-15-bath/6788391632.html</a>
\$ 2,350	700	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-completely-remodeled-guest/6798031077.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-completely-remodeled-guest/6798031077.html</a>
\$ 2,200	850	san jose	<a href="https://sfbay.craigslist.org/sby/apa/d/san-jose-2-bed-1-bath-cozy-private-back/6806426912.html">https://sfbay.craigslist.org/sby/apa/d/san-jose-2-bed-1-bath-cozy-private-back/6806426912.html</a>
\$ 2,000	400	santa clara	<a href="https://sfbay.craigslist.org/sby/apa/d/santa-clara-1-bedroom-apartment-for/6799773015.html">https://sfbay.craigslist.org/sby/apa/d/santa-clara-1-bedroom-apartment-for/6799773015.html</a>
\$ 1,850	542	santa clara	<a href="https://sfbay.craigslist.org/sby/apa/d/santa-clara-1950s-private-vintage/6804786622.html">https://sfbay.craigslist.org/sby/apa/d/santa-clara-1950s-private-vintage/6804786622.html</a>
\$ 2,100	625	saratoga	<a href="https://sfbay.craigslist.org/sby/apa/d/saratoga-secluded-studio-cottage-in/6807111275.html">https://sfbay.craigslist.org/sby/apa/d/saratoga-secluded-studio-cottage-in/6807111275.html</a>
\$ 2,600	650	saratoga	<a href="https://sfbay.craigslist.org/sby/apa/d/saratoga-2-bedroom-cottage-at-saratoga/6784168932.html">https://sfbay.craigslist.org/sby/apa/d/saratoga-2-bedroom-cottage-at-saratoga/6784168932.html</a>
\$ 1,795	400	saratoga	<a href="https://sfbay.craigslist.org/sby/apa/d/los-gatos-studio-apt-in-gated-saratoga/6802935924.html">https://sfbay.craigslist.org/sby/apa/d/los-gatos-studio-apt-in-gated-saratoga/6802935924.html</a>
\$ 2,100	310	sunnyvale	<a href="https://sfbay.craigslist.org/sby/apa/d/sunnyvale-bright-light-brand-new/6801696243.html">https://sfbay.craigslist.org/sby/apa/d/sunnyvale-bright-light-brand-new/6801696243.html</a>
\$ 1,800	400	sunnyvale	<a href="https://sfbay.craigslist.org/sby/apa/d/sunnyvale-single-room-in-new-apartment/6783696407.html">https://sfbay.craigslist.org/sby/apa/d/sunnyvale-single-room-in-new-apartment/6783696407.html</a>
\$ 2,250	750	sunnyvale	<a href="https://sfbay.craigslist.org/sby/apa/d/sunnyvale-2-bed-1-bath-borders-sunnvale/6806206630.html">https://sfbay.craigslist.org/sby/apa/d/sunnyvale-2-bed-1-bath-borders-sunnvale/6806206630.html</a>
\$ 1,550	250	sunnyvale	<a href="https://sfbay.craigslist.org/sby/apa/d/sunnyvale-in-law-studio/6793712766.html">https://sfbay.craigslist.org/sby/apa/d/sunnyvale-in-law-studio/6793712766.html</a>
\$ 1,380	300	sunnyvale	<a href="https://sfbay.craigslist.org/sby/apa/d/sunnyvale-amazing-furnished-studio/6803949798.html">https://sfbay.craigslist.org/sby/apa/d/sunnyvale-amazing-furnished-studio/6803949798.html</a>

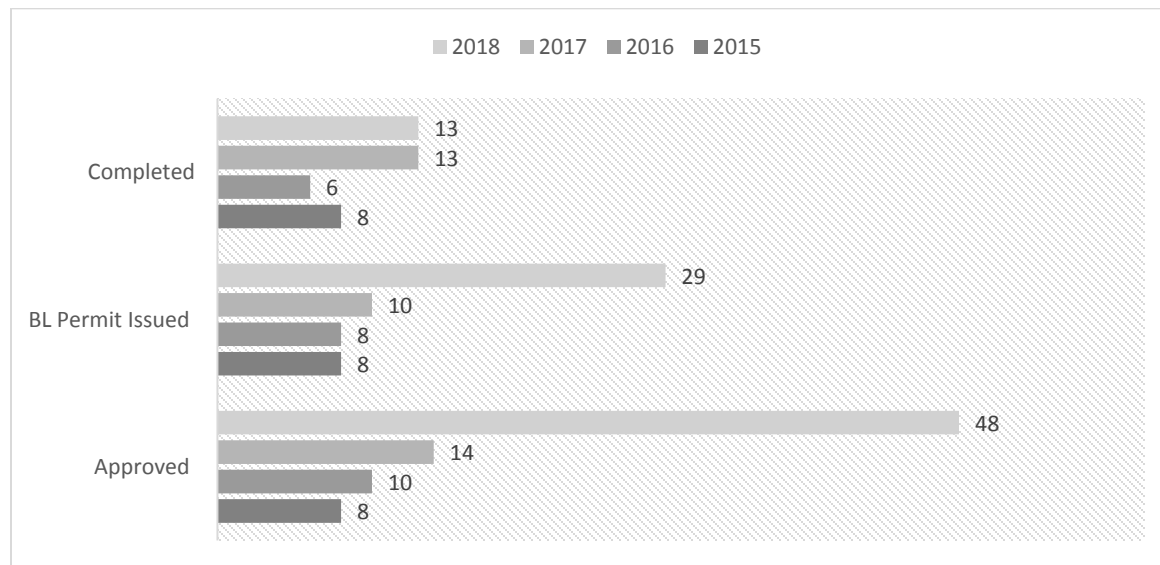
Average ADU Rents in Santa Clara County is \$2,029.83

\*\*\*This Rent is affordable to households with incomes in moderate level

## City of Sunnyvale ADU Production (2015-2018)

The ADU regulations have been revised four times, since they were first adopted in 1983, to streamline the production of this type of housing. The ADU code last changed when the City examined the ADU regulations, as part of the planned action in the adopted 2015 Housing Element of the General Plan and as a requirement by the two State laws pertaining to the 2017 Housing Package, to further streamline ADU permitting by local governments. On December 6, 2016, the City Council adopted an ordinance to comply with these State laws, and on October 2017, City Council approved reduction of the minimum lot size requirement for building ADUs. The below chart shows the ADU progress in the past four years from 2015 to 2018. The first row shows the total number of approved ADUs in each year. It must be noted not all the ADUs that are approved will necessarily move forward with acquiring Building permit and construction.

	2015	2016	2017	2018
Approved by PL	8	10	14	48
BL Permit Issued	8	8	10	29
Completed	8	6	13	13



The above graph shows 14 ADU application was approved by Planning Division in 2017. This figure was more than tripled in 2018. Staff has analyzed the time it takes from getting an approval to build an ADU to completing the construction. Although this timespan may be different for each project, on average, most ADUs have been built in 1.5 years. The table on the next page shows all the completed ADUs that acquired their Planning approval, Building Permit issuance or completion happened within 2015-2018.

**City of Sunnyvale ADU Production** (2015-2018: Approved, Issued, or Completed)

APN	Address	Year Completed	year Issued	year Approved	Aproval to Occupancy
20111031	861 HOLLENBECK AV	2017	2014	2013	4
16514039	160 CHARLES ST	2015	2014	2013	2
31312023	1348 NAVARRO	2016	2015	2014	2
20437048	416 MORSE AV	2016	2015	2014	2
19810015	1278 KNICKERBOCKER DR	2016	2014	2014	2
32305006	764 LEWISTON CT	2016	2016	2014	2
20437048	416 MORSE	2015	2015	2014	1
21114012	846 GARY AV	2015	2014	2014	1
20440001	543 ARQUES AV	2015	2014	2014	1
32308010	1361 LOS ARBOLES AV	2015	2014	2014	1
20440001	304 ROOSEVELT AV	2015	2014	2014	1
20439036	371 AMERICA AV	2017	2015	2015	2
20439040	329 AMERICA AV	2017	2016	2015	2
30908058	1381 LILLIAN AV	2017	2016	2015	2
20924060	336 MC KINLEY	2016	2015	2015	1
32308032	1306 LA BELLA	2016	2015	2015	1
32327062	1475 REVELSTOKE	2015	2015	2015	0
30947037	749 KILKENNY	2015	2015	2015	0
10420135	1133 SOCORRO AV	2018	2017	2016	2
31303005	1336 POPLAR AV	2018	2018	2016	2
30908037	1344 ARLEEN AV	2017	2016	2016	1
30908038	1338 ARLEEN AV	2017	2016	2016	1
32321015	811 LOGAN CT	2017	2016	2016	1
21114013	850 GARY AV	2017	2016	2016	1
20923030	430 VINE AV	2017	2017	2016	1
32017052	1604 SAMEDRA ST	2017	2017	2016	1
20449007	175 N SUNNYVALE AV	2017	2016	2016	1
32009023	1025 CASCADE DR	2018	2017	2016	2
32005026	1421 BELLINGHAM WY	2018	2017	2017	1
19824040	823 MANGO AV	2018	2017	2017	1
* 10417114	1311 SANDIA AV	2018	2017	2017	1
30933065	765 INVERNESS WY	2018	2017	2017	1
30909005	1368 LILLIAN AV	2018	2017	2017	1
21110015	819 HENRIETTA AV	2017	2017	2017	0
20930054	514 S MURPHY AV	2017	2017	2017	0
32025028	1333 KITIMAT PL	2018	2018	2018	0
21110005	813 PIERINO AV	2018	2018	2018	0
32313047	592 CLEARWATER CT	2018	2018	2018	0
11023052	1005 LAKEHAVEN DR	2018	2018	2018	0
* 20406014	201 ALTURAS AV	2018	2018	2018	0
32028040	1261 ALBION LN	2019	2018	2018	1
20222045	837 TRENTON DR	2019	2018	2018	1
32012053	1544 DOMINION AV	2019	2018	2018	1

\* Legalized exisitng ADU

Data gathered on 1/31/2019



# City of Sunnyvale

## Agenda Item

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19-0091

Agenda Date: 3/5/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Award of Bid No. PW19-06 to Redgwick Construction Company for the Maude Avenue Bikeway and Streetscapes Re-Bid, Finding of California Environmental Quality Act (CEQA) Categorical Exemption, Approve Budget Modification No. 20 in the Amount of \$222,865, and Approve an Increase to the Contingency for Design Services with Kimley-Horn and Associates (F16-108)

#### **REPORT IN BRIEF**

Approval is requested to award a construction contract in the amount of \$1,022,140.10 to Redgwick Construction Company of Oakland for the Maude Avenue Bikeway and Streetscapes Re-Bid (Public Works Project No. TR-15/03-17), a 10% construction contingency in the amount of \$102,214, and for Budget Modification No. 20 to provide additional project funding.

Approval is also requested to increase the contingency for design services with Kimley-Horn and Associates in the amount of \$10,000, approximately 5% of the total contract value, which would increase the current design contract contingency from \$20,640 to \$30,640.

#### **EXISTING POLICY**

Section 1309 of the City Charter requires public works construction contracts to be awarded to the lowest responsive and responsible bidder.

Pursuant to Section 2.09.040 of the Sunnyvale Municipal Code, City Council approval is required for public works contracts exceeding \$100,000 in any one transaction.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by a motion adopted by affirmative votes of at least four members to authorize the transfer of unused balances appropriated for one purpose or another, or to appropriate available revenue included in the budget.

#### **ENVIRONMENTAL REVIEW**

The proposed project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(a) as it involves the maintenance or repair of an existing facility, which includes public owned facilities, involving negligible or no expansion of use beyond which presently exists.

#### **BACKGROUND AND DISCUSSION**

City Council approved a resolution of support for application for Department of Transportation -One Bay Area Grant (OBAG)) federal funding at its February 26, 2013 meeting (RTC No. 13-046). Staff applied for eleven projects and the City was awarded funding for seven projects including this project.

The project's scope includes the installation of new dedicated bike lanes along Maude Avenue, from Borregas Avenue to Fair Oaks Avenue. Following the successful completion of the pilot project in 2016, which revised pavement striping between North Mathilda Avenue and Sunnyvale Avenue, permanent striping will be installed with this project. The project also includes pedestrian facility upgrades such as ADA ramps, crosswalk, and pedestrian signals. Minor sidewalk repair, minor pavement repair and geometric modifications to the Sunnyvale and Maude Avenue intersection will also be made.

This project was initially advertised for competitive bidding on April 6, 2018 and two bids were received. The low bid of \$1,551,268 was 18% higher than the engineer's estimate and exceeded the available budget. All bids were rejected on August 14, 2018 (RTC No. 18-0589) to allow City staff to evaluate areas for cost reductions. The bidding documents were changed to include creating additive alternate bid items for four intersections and modifying plans to install bike lanes east of Sunnyvale Avenue intersection on a pilot basis, utilizing pavement paint in lieu of the originally planned permanent bike lanes and signage. Public outreach for the project was conducted in spring 2016 where the public was informed about the installation of bike lanes and the resultant loss of on street parking along the corridor (See attachment 3 for more information).

The removal of parking could result in vehicles shifting their parking onto other streets within the neighborhood. With this project now being implemented, staff will once again take the opportunity to inform the public about this change in roadway geometry by mailing flyers to adjacent residents before beginning construction. Staff will monitor the improvements for at least six months to determine if the bicycle lanes east of Sunnyvale Avenue should be permanently installed in the future.

The project was re-advertised for competitive bidding on the City's DemandStar public procurement network and distributed to Bay Area Builder's Exchange on November 11, 2018. Thirteen contractors requested bid documents. Five sealed bids were received on December 12, 2018 (Attachment 1 - Bid Summary). Redgwick Construction Company submitted the lowest responsive and responsible bid in the amount of \$1,022,140.10 for the base bid items. Staff does not recommend awarding any of the additive alternate bid items because the cost will exceed the available budget for this project. The bid alternate work will be incorporated into future projects.

Due to the re-bid, Kimley-Horn Associate (KHA) was required to redesign specifications which utilized the originally approved contingency (RTC No. 16-0749). To continue to utilize KHA to provide design and construction support services for this project, staff recommends an additional \$10,000 contingency, approximately 5% of the total contract value, to be approved. A contingency that is approved by Council is not reflected in the Consultant Services Agreement so an amendment is not necessary. A plan to bridge the difference between needed funds and actual budget is outlined in the Fiscal Impact section below.

### **FISCAL IMPACT**

Total funding in the amount of \$1,134,354 is necessary to fund the contract award, 10% construction contingency, and an additional \$10,000 to increase the design contingency for any unforeseen design work during construction. Available funding of \$653,533 is allocated in Project 831120 (Maude Ave Streetscape). The City has received additional OBAG funding to help offset some of the additional cost. The remaining amount will be funded by Project 825290 (Pavement Rehabilitation). These funds will pay for the pavement improvement costs beyond the available grant funds.

Budget Modification No. 20 has been prepared to appropriate additional grant funds awarded by OBAG in the amount of 222,865.

**Budget Modification No. 20  
FY 2018/19**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>Capital Projects Fund</b>			
<u>Revenues</u>			
Intergovernmental Revenue	\$695,200	\$222,865	\$918,065
Department of Transportation (OBAG)			
<u>Expenditures</u>			
Project 831120 - Maude Ave	\$653,533	\$222,865	\$876,398
Streetscape			

**PUBLIC CONTACT**

Public outreach was conducted in early 2016. The results of the public outreach were provided in RTC 16-0357, (Attachment 3), and Council proceeded to authorize moving forward with three actions: 1) Removal all on-street parking and install bike lanes from Fair Oaks Avenue to Borregas Avenue, 2) Test/pilot improvements on westbound Maude Avenue at the Mathilda/Maude intersection, and 3) Proceed with pedestrian improvements. The second item is completed, and this project will complete the first and third items.

Public contact for this project was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

**ALTERNATIVES**

1) Take the following actions:

- Make a finding of a California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301(a)
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$1,022,140.10 to Redgwick Construction Company of Oakland for the Maude Avenue Bikeway and Streetscapes Re-Bid
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% construction contingency in the amount of \$102,214
- Approve Budget Modification No. 20 to appropriate an additional \$222,865 in grant funds from the Department of Transportation -One Bay Area Grant
- Approve a \$10,000 increase to the contingency for design and construction support services for Kimley-Horn and Associates.

2) Do Not Award the Contract



**RECOMMENDATION**

Alternative 1: Take the following actions:

- Make a finding of a California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301(a)
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$1,022,140.10 to Redgwick Construction Company of Oakland for the Maude Avenue Bikeway and Streetscapes Re-Bid
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% construction contingency in the amount of \$102,214
- Approve Budget Modification No. 20 to appropriate an additional in \$222,865 grant funds from the Department of Transportation -One Bay Area Grant
- Approve a \$10,000 increase to the contingency for design and construction support services for Kimley-Horn and Associates.

Prepared by: Gregory S. Card, Purchasing Officer  
Reviewed by: Timothy J. Kirby, Director of Finance  
Reviewed by: Chip Taylor, Director of Public Works  
Reviewed by: Teri Silva, Assistant City Manager  
Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Bid Summary
2. Draft General Construction Contract
3. RTC 16-0357

**Invitation for Bids No. PW19-06**  
**Maude Avenue Bikeway and Streetscapes RE-BID**  
**PUBLIC WORKS PROJECT NO. TR-15/03-17**  
**Federal Aid # CML-5213(057)**

**BASE BID**

				Redgwick Construction Co.		Ray's Electric		Wattis Construction		Golden Bay Construction, Inc.		Sposeto Engineering, Inc.	
				21 Hegenberg Ct		411 Pendleton Way, Suite A		964 Stockton Ave		3826 Depot Rd.		4558 Contractors Place	
				Oakland, CA 94621		Oakland, CA 94621		San Jose, CA 95110		Hayward, CA 94545		Livermore, CA 94551	
				Travis Miller		Greg Gruendl		C. Michael Land		Johnny Zanette		John P. Sposeto	
No.	Description	QTY	UOM	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Mobilization @ 5%	1	LS		\$ 40,000.00		\$ 35,000.00		\$ 54,420.00		\$ 60,000.00		\$ 50,000.00
2	Traffic Control	1	LS		\$ 125,700.00		\$ 68,500.00		\$ 58,715.00		\$ 32,048.00		\$ 163,000.00
3	Prepare Water Pollution Control Program	1	LS		\$ 5,800.00		\$ 4,600.00		\$ 13,330.00		\$ 5,000.00		\$ 12,700.00
4	Clearing and Grubbing	1	LS		\$ 46,200.00		\$ 26,000.00		\$ 65,410.00		\$ 85,000.00		\$ 31,000.00
5	Project Information Sign	2	EA	\$ 1,400.00	\$ 2,800.00	\$ 1,700.00	\$ 3,400.00	\$ 3,000.00	\$ 6,000.00	\$ 1,200.00	\$ 2,400.00	\$ 2,100.00	\$ 4,200.00
6	Lead Compliance Plan	1	LS		\$ 2,500.00		\$ 1,725.00		\$ 2,435.00		\$ 2,025.00		\$ 2,690.00
7	Pavement Failure Repair	2,154	SF	\$ 13.00	\$ 28,002.00	\$ 15.00	\$ 32,310.00	\$ 10.10	\$ 21,755.40	\$ 14.25	\$ 30,694.50	\$ 17.00	\$ 36,618.00
8	Base Failure Repair	664	SF	\$ 25.00	\$ 16,600.00	\$ 20.00	\$ 13,280.00	\$ 19.05	\$ 12,649.20	\$ 24.00	\$ 15,936.00	\$ 32.00	\$ 21,248.00
9	Slurry Seal (Type III)	12,112	SY	\$ 4.80	\$ 58,137.60	\$ 4.00	\$ 48,448.00	\$ 4.65	\$ 56,320.80	\$ 5.50	\$ 66,616.00	\$ 5.40	\$ 65,404.80
10	Crack Sealing	1	LS		\$ 10,000.00		\$ 17,500.00		\$ 19,140.00		\$ 12,400.00		\$ 12,605.00
11	Roadway Excavation	461	CY	\$ 140.00	\$ 64,540.00	\$ 188.00	\$ 86,668.00	\$ 130.40	\$ 60,114.40	\$ 225.00	\$ 103,725.00	\$ 235.00	\$ 108,335.00
12	Hot Mix Asphalt (Type A)	367	TON	\$ 182.00	\$ 66,794.00	\$ 215.00	\$ 78,905.00	\$ 193.00	\$ 70,831.00	\$ 242.00	\$ 88,814.00	\$ 244.00	\$ 89,548.00
13	Minor Concrete (Driveway)	615	SF	\$ 22.00	\$ 13,530.00	\$ 23.00	\$ 14,145.00	\$ 32.50	\$ 19,987.50	\$ 24.00	\$ 14,760.00	\$ 14.60	\$ 8,979.00
14	Minor Concrete (Type II Curb)	271	LF	\$ 88.00	\$ 23,848.00	\$ 70.00	\$ 18,970.00	\$ 79.00	\$ 21,409.00	\$ 75.00	\$ 20,325.00	\$ 66.00	\$ 17,886.00
15	Minor Concrete (Type A1-6 Curb)	130	LF	\$ 52.00	\$ 6,760.00	\$ 50.00	\$ 6,500.00	\$ 83.65	\$ 10,874.50	\$ 65.00	\$ 8,450.00	\$ 66.00	\$ 8,580.00
16	Minor Concrete (Sidewalk)	1,740	SF	\$ 17.00	\$ 29,580.00	\$ 18.00	\$ 31,320.00	\$ 23.20	\$ 40,368.00	\$ 21.00	\$ 36,540.00	\$ 15.00	\$ 26,100.00
17	Minor Concrete (Curb Ramp)	8	EA	\$ 7,000.00	\$ 56,000.00	\$ 5,100.00	\$ 40,800.00	\$ 5,600.00	\$ 44,800.00	\$ 5,500.00	\$ 44,000.00	\$ 4,600.00	\$ 36,800.00
18	Thermoplastic Pavement Marking (White)	1,575	SF	\$ 6.75	\$ 10,631.25	\$ 10.00	\$ 15,750.00	\$ 7.00	\$ 11,025.00	\$ 7.00	\$ 11,025.00	\$ 7.70	\$ 12,127.50
19	Thermoplastic Pavement Marking (Yellow)	405	SF	\$ 6.75	\$ 2,733.75	\$ 10.00	\$ 4,050.00	\$ 7.00	\$ 2,835.00	\$ 7.00	\$ 2,835.00	\$ 7.70	\$ 3,118.50
20	Thermoplastic Pavement Marking (Green)	2,400	SF	\$ 18.00	\$ 43,200.00	\$ 18.00	\$ 43,200.00	\$ 21.00	\$ 50,400.00	\$ 22.00	\$ 52,800.00	\$ 23.00	\$ 55,200.00
21	Thermoplastic Traffic Stripe (Detail 9)	1,390	LF	\$ 1.00	\$ 1,390.00	\$ 2.00	\$ 2,780.00	\$ 1.15	\$ 1,598.50	\$ 1.25	\$ 1,737.50	\$ 1.28	\$ 1,779.20
22	Thermoplastic Traffic Stripe (Detail 22)	1,155	LF	\$ 2.00	\$ 2,310.00	\$ 3.00	\$ 3,465.00	\$ 2.30	\$ 2,656.50	\$ 2.40	\$ 2,772.00	\$ 2.50	\$ 2,887.50
23	Thermoplastic Traffic Stripe (Detail 27B)	25	LF	\$ 1.00	\$ 25.00	\$ 10.00	\$ 250.00	\$ 1.15	\$ 28.75	\$ 1.00	\$ 25.00	\$ 1.15	\$ 28.75
24	Thermoplastic Traffic Stripe (Detail 32)	55	LF	\$ 2.00	\$ 110.00	\$ 10.00	\$ 550.00	\$ 2.40	\$ 132.00	\$ 2.50	\$ 137.50	\$ 2.50	\$ 137.50
25	Thermoplastic Traffic Stripe (Detail 38)	695	LF	\$ 1.80	\$ 1,251.00	\$ 4.00	\$ 2,780.00	\$ 2.00	\$ 1,390.00	\$ 2.25	\$ 1,563.75	\$ 2.30	\$ 1,598.50
26	Thermoplastic Traffic Stripe (Detail 39)	2,375	LF	\$ 1.00	\$ 2,375.00	\$ 2.00	\$ 4,750.00	\$ 1.15	\$ 2,731.25	\$ 1.25	\$ 2,968.75	\$ 1.30	\$ 3,087.50
27	Thermoplastic Traffic Stripe (Detail 39A)	1,255	LF	\$ 1.00	\$ 1,255.00	\$ 2.00	\$ 2,510.00	\$ 1.15	\$ 1,443.25	\$ 1.25	\$ 1,568.75	\$ 1.30	\$ 1,631.50
28	Roadside Sign (Metal Post)	12	EA	\$ 500.00	\$ 6,000.00	\$ 450.00	\$ 5,400.00	\$ 565.00	\$ 6,780.00	\$ 582.00	\$ 6,984.00	\$ 621.00	\$ 7,452.00
29	Paint Curb (Red)	110	LF	\$ 5.50	\$ 605.00	\$ 10.00	\$ 1,100.00	\$ 6.00	\$ 660.00	\$ 6.00	\$ 660.00	\$ 6.00	\$ 660.00
30	Paint Curb (White)	5	LF	\$ 5.50	\$ 27.50	\$ 20.00	\$ 100.00	\$ 6.00	\$ 30.00	\$ 6.00	\$ 30.00	\$ 6.00	\$ 30.00
31	Replace Existing Inlet Grate	16	EA	\$ 750.00	\$ 12,000.00	\$ 880.00	\$ 14,080.00	\$ 825.00	\$ 13,200.00	\$ 725.00	\$ 11,600.00	\$ 1,100.00	\$ 17,600.00
32	Furnish and Install Landscaping	1	LS		\$ 23,500.00		\$ 25,000.00		\$ 26,000.00		\$ 21,103.00		\$ 33,000.00
33	Furnish and Install Irrigation System	1	LS		\$ 19,500.00		\$ 50,000.00		\$ 56,840.00		\$ 61,000.00		\$ 35,000.00
34	Plant Establishment and Maintenance (180 days)	1	LS		\$ 7,100.00		\$ 6,000.00		\$ 3,000.00		\$ 5,756.00		\$ 8,960.00
35	Signal Modification (Maude Ave and Sunnyvale Ave)	1	LS		\$ 241,500.00		\$ 268,000.00		\$ 280,140.00		\$ 329,688.00		\$ 280,000.00
36	Roadway Excavation (Additional Pavement Conform Areas) (Revocable)	60	CY	\$ 100.00	\$ 6,000.00	\$ 195.00	\$ 11,700.00	\$ 130.40	\$ 7,824.00	\$ 173.00	\$ 10,380.00	\$ 229.00	\$ 13,740.00
37	Hot Mix Asphalt (Type A) (Additional Pavement Conform Areas) (Revocable)	120	TON	\$ 160.00	\$ 19,200.00	\$ 250.00	\$ 30,000.00	\$ 193.00	\$ 23,160.00	\$ 200.00	\$ 24,000.00	\$ 320.00	\$ 38,400.00
38	Dispose of Pavement Fabric (Revocable)	6,000	SF	\$ 0.50	\$ 3,000.00	\$ 1.00	\$ 6,000.00	\$ 1.00	\$ 6,000.00	\$ 1.00	\$ 6,000.00	\$ 0.70	\$ 4,200.00
39	Pavement and Base Failure Repair (Additional Excavated Depths) (Revocable)	58	CY	\$ 200.00	\$ 11,600.00	\$ 480.00	\$ 27,840.00	\$ 376.00	\$ 21,808.00	\$ 681.00	\$ 39,498.00	\$ 395.00	\$ 22,910.00
40	Adjust Water Meter Box	1	EA	\$ 500.00	\$ 500.00	\$ 375.00	\$ 375.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00
41	Relocate Water Meter	1	EA	\$ 500.00	\$ 500.00	\$ 1,600.00	\$ 1,600.00	\$ 8,100.00	\$ 8,100.00	\$ 1,100.00	\$ 1,100.00	\$ 3,500.00	\$ 3,500.00
42	Paint Pavement Marking	500	SF	\$ 5.00	\$ 2,500.00	\$ 5.00	\$ 2,500.00	\$ 6.00	\$ 3,000.00	\$ 6.00	\$ 3,000.00	\$ 6.40	\$ 3,200.00
43	Paint Traffic Stripe	5,035	LF	\$ 1.00	\$ 5,035.00	\$ 1.00	\$ 5,035.00	\$ 1.00	\$ 5,035.00	\$ 1.00	\$ 5,035.00	\$ 1.10	\$ 5,538.50
44	Federal Training	2	EA	\$ 750.00	\$ 1,500.00	\$ 10,000.00	\$ 20,000.00	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ 1,200.00	\$ 2,400.00
	<b>BID TOTAL</b>				<b>\$ 1,022,140.10</b>		<b>\$ 1,082,886.00</b>		<b>\$ 1,116,377.05</b>		<b>\$ 1,233,350.75</b>		<b>\$ 1,254,180.75</b>

**ADDITIVE BID ALTERNATIVE #1 - BAYVIEW AVENUE INTERSECTION IMPROVEMENTS**

				Redgwick Construction Co.		Ray's Electric		Wattis Construction		Golden Bay Construction		Sposeto Engineering, Inc.	
No.	Description	QTY	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Traffic Control	1	LS		\$ 29,710.00		\$ 10,000.00		\$ 8,360.00		\$ 24,501.00		\$ 12,800.00
2	Prepare Water Pollution Control Program	1	LS		\$ 1,500.00		\$ 675.00		\$ 6,520.00		\$ 600.00		\$ 2,623.00
3	Clearing and Grubbing	1	LS		\$ 4,000.00		\$ 2,500.00		\$ 23,925.00		\$ 600.00		\$ 3,600.00
4	Roadway Excavation	43	CY	\$ 400.00	\$ 17,200.00	\$ 210.00	\$ 9,030.00	\$ 247.00	\$ 10,621.00	\$ 225.00	\$ 9,675.00	\$ 387.00	\$ 16,641.00
5	Hot Mix Asphalt (Type A)	22	TON	\$ 400.00	\$ 8,800.00	\$ 270.00	\$ 5,940.00	\$ 250.00	\$ 5,500.00	\$ 257.00	\$ 5,654.00	\$ 373.00	\$ 8,206.00
6	Minor Concrete (Type II Curb)	19	LF	\$ 140.00	\$ 2,660.00	\$ 70.00	\$ 1,330.00	\$ 87.00	\$ 1,653.00	\$ 75.00	\$ 1,425.00	\$ 74.00	\$ 1,406.00
7	Minor Concrete (Sidewalk)	110	SF	\$ 28.00	\$ 3,080.00	\$ 25.00	\$ 2,750.00	\$ 30.00	\$ 3,300.00	\$ 21.00	\$ 2,310.00	\$ 15.00	\$ 1,650.00
8	Minor Concrete (Curb Ramp)	6	EA	\$ 7,500.00	\$ 45,000.00	\$ 5,100.00	\$ 30,600.00	\$ 5,630.00	\$ 33,780.00	\$ 5,500.00	\$ 33,000.00	\$ 3,660.00	\$ 21,960.00
9	Paint Pavement Marking (White)	40	SF	\$ 5.00	\$ 200.00	\$ 6.00	\$ 240.00	\$ 6.00	\$ 240.00	\$ 7.00	\$ 280.00	\$ 6.40	\$ 256.00
10	Paint Pavement Marking (Yellow)	307	SF	\$ 5.00	\$ 1,535.00	\$ 6.00	\$ 1,842.00	\$ 6.00	\$ 1,842.00	\$ 7.00	\$ 2,149.00	\$ 6.40	\$ 1,964.80
11	Roadside Sign (Metal Post)	1	EA	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00	\$ 565.00	\$ 565.00	\$ 582.00	\$ 582.00	\$ 621.00	\$ 621.00
12	Modify Existing IRWL System (Maude Ave and Bayview Ave)	1	LS		\$ 146,500.00		\$ 97,000.00		\$ 143,840.00		\$ 146,000.00		\$ 152,000.00
<b>ADDITIVE BID ALTERNATIVE #1 TOTAL</b>					<b>\$ 260,735.00</b>		<b>\$ 162,407.00</b>		<b>\$ 240,146.00</b>		<b>\$ 226,776.00</b>		<b>\$ 223,727.80</b>

**ADDITIVE BID ALTERNATIVE #2 - SAN ANGELO AVE CURB RAMP RECONSTRUCTIONS**

				Redgwick Construction Co.		Ray's Electric		Wattis Construction		Golden Bay Construction		Sposeto Engineering, Inc.	
No.	Description	QTY	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Traffic Control	1	LS		\$ 28,360.00		\$ 5,000.00		\$ 4,235.00		\$ 1,349.00		\$ 5,500.00
2	Prepare Water Pollution Control Program	1	LS		\$ 1,500.00		\$ 675.00		\$ 5,200.00		\$ 300.00		\$ 1,400.00
3	Clearing and Grubbing	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,306.00	\$ 10,306.00	\$ 300.00	\$ 300.00	\$ 2,700.00	\$ 2,700.00
4	Roadway Excavation	11	CY	\$ 400.00	\$ 4,400.00	\$ 210.00	\$ 2,310.00	\$ 255.00	\$ 2,805.00	\$ 225.00	\$ 2,475.00	\$ 402.00	\$ 4,422.00
5	Hot Mix Asphalt (Type A)	7	TON	\$ 400.00	\$ 2,800.00	\$ 270.00	\$ 1,890.00	\$ 250.00	\$ 1,750.00	\$ 257.00	\$ 1,799.00	\$ 384.00	\$ 2,688.00
6	Minor Concrete (Curb Ramp)	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 5,100.00	\$ 10,200.00	\$ 6,285.00	\$ 12,570.00	\$ 5,500.00	\$ 11,000.00	\$ 3,245.00	\$ 6,490.00
7	Thermoplastic Pavement Marking (White)	162	SF	\$ 6.50	\$ 1,053.00	\$ 8.00	\$ 1,296.00	\$ 7.00	\$ 1,134.00	\$ 7.00	\$ 1,134.00	\$ 7.60	\$ 1,231.20
8	Paint Traffic Stripe	20	LF	\$ 1.00	\$ 20.00	\$ 5.00	\$ 100.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00
<b>ADDITIVE BID ALTERNATIVE #2 TOTAL</b>					<b>\$ 55,133.00</b>		<b>\$ 23,971.00</b>		<b>\$ 38,020.00</b>		<b>\$ 18,377.00</b>		<b>\$ 24,451.20</b>

**ADDITIVE BID ALTERNATIVE #3 - MURPHY AVENUE CURB RAMP RECONSTRUCTIONS**

				Redgwick Construction Co.		Ray's Electric		Wattis Construction		Golden Bay Construction		Sposeto Engineering, Inc.	
No.	Description	QTY	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Traffic Control	1	LS		\$ 27,973.00		\$ 5,000.00		\$ 4,235.00		\$ 1,131.00		\$ 4,650.00
2	Prepare Water Pollution Control Program	1	LS		\$ 1,500.00		\$ 675.00		\$ 5,200.00		\$ 300.00		\$ 2,600.00
3	Clearing and Grubbing	1	LS	\$ 3,260.00	\$ 3,260.00	\$ 2,500.00	\$ 2,500.00	\$ 9,685.00	\$ 9,685.00	\$ 300.00	\$ 300.00	\$ 2,800.00	\$ 2,800.00
4	Roadway Excavation	10	CY	\$ 400.00	\$ 4,000.00	\$ 210.00	\$ 2,100.00	\$ 255.00	\$ 2,550.00	\$ 225.00	\$ 2,250.00	\$ 470.00	\$ 4,700.00
5	Hot Mix Asphalt (Type A)	5	TON	\$ 400.00	\$ 2,000.00	\$ 270.00	\$ 1,350.00	\$ 270.00	\$ 1,350.00	\$ 257.00	\$ 1,285.00	\$ 390.00	\$ 1,950.00
6	Minor Concrete (Curb Ramp)	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 5,100.00	\$ 10,200.00	\$ 6,400.00	\$ 12,800.00	\$ 5,500.00	\$ 11,000.00	\$ 3,600.00	\$ 7,200.00
7	Thermoplastic Pavement Marking (White)	40	SF	\$ 6.75	\$ 270.00	\$ 8.00	\$ 320.00	\$ 7.00	\$ 280.00	\$ 7.00	\$ 280.00	\$ 8.00	\$ 320.00
8	Thermoplastic Pavement Marking (Yellow)	75	SF	\$ 6.75	\$ 506.25	\$ 8.00	\$ 600.00	\$ 7.00	\$ 525.00	\$ 7.00	\$ 525.00	\$ 8.00	\$ 600.00
9	Paint Traffic Stripe	15	LF	\$ 1.00	\$ 15.00	\$ 2.00	\$ 30.00	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00	\$ 1.10	\$ 16.50
<b>ADDITIVE BID ALTERNATIVE #3 TOTAL</b>					<b>\$ 54,524.25</b>		<b>\$ 22,775.00</b>		<b>\$ 36,640.00</b>		<b>\$ 17,086.00</b>		<b>\$ 24,836.50</b>

**ADDITIVE BID ALTERNATIVE #4 - WORLEY AVENUE CURB RAMP RECONSTRUCTIONS**

				Redgwick Construction Co.		Ray's Electric		Wattis Construction		Golden Bay Construction		Sposeto Engineering, Inc.	
No.	Description	QTY	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Traffic Control	1	LS		\$ 27,988.00		\$ 5,000.00		\$ 4,115.00		\$ 1,098.00		\$ 4,600.00
2	Prepare Water Pollution Control Program	1	LS		\$ 1,500.00		\$ 675.00		\$ 5,200.00		\$ 300.00		\$ 2,600.00
3	Clearing and Grubbing	1	LS		\$ 3,200.00		\$ 2,500.00		\$ 8,650.00		\$ 300.00		\$ 2,800.00
4	Roadway Excavation	10	CY	\$ 400.00	\$ 4,000.00	\$ 210.00	\$ 2,100.00	\$ 255.00	\$ 2,550.00	\$ 225.00	\$ 2,250.00	\$ 395.00	\$ 3,950.00
5	Hot Mix Asphalt (Type A)	5	TON	\$ 400.00	\$ 2,000.00	\$ 270.00	\$ 1,350.00	\$ 270.00	\$ 1,350.00	\$ 257.00	\$ 1,285.00	\$ 390.00	\$ 1,950.00
6	Minor Concrete (Curb Ramp)	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 5,100.00	\$ 10,200.00	\$ 6,400.00	\$ 12,800.00	\$ 5,500.00	\$ 11,000.00	\$ 3,600.00	\$ 7,200.00
7	Paint Pavement Marking (White)	120	SF	\$ 6.00	\$ 720.00	\$ 8.00	\$ 960.00	\$ 6.00	\$ 720.00	\$ 6.00	\$ 720.00	\$ 6.40	\$ 768.00
<b>ADDITIVE BID ALTERNATIVE #4 TOTAL</b>					<b>\$ 54,408.00</b>		<b>\$ 22,785.00</b>		<b>\$ 35,385.00</b>		<b>\$ 16,953.00</b>		<b>\$ 23,868.00</b>

	Redgwick Construction Co.		Ray's Electric		Wattis Construction		Golden Bay Construction		Sposeto Engineering, Inc.	
Surety	10% bond		10% bond		10% bond		10% bond		10% bond	
License (Primary Classification)	A, C10		A, C-12		A		A		A	
Subcontractors	Name	Work to be Performed	Name	Work to be Performed	Name	Work to be Performed	Name	Work to be Performed	Name	Work to be Performed
	Chrip Company	Signage and striping	American Asphalt	Slurry	Team North	Trucking (partial)	Chrip Company	Striping	Bond Blacktop, Inc.	Slurry
	TDW Construction	Drainage systems	ABSL Construction	Grinding	Sturgeon Electric	Electrical	Poms Landscaping, Inc.	Landscape	Tully Consulting Group	SWPP
	Cunha Engineers	Staking	Cen-Cal Construction	Concrete	Compass Engineering	Striping and slurry seal	Bond Blacktop, Inc.	Slurry	Los Loza Landscaping	Landscape and irrigation
	Graham Contractors, Inc.	Slurry sealing	Sierra Traffic Markings Inc.	Striping			Signal Electric	Electrical	Chrip Company	Striping and signage
	All City Trucking	Trucking and dumping services	Sturgeon Electric California	Electrical					Benchmark Engineering, Inc.	Survey
									W. Bradley Electric	Electrical

## DRAFT GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and REDGWICK CONSTRUCTION COMPANY, a corporation ("Contractor").

### RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

**1. The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Maude Avenue Bikeway and Streetscapes RE-BID, Project No. TR-15/03-17, Invitation for Bids No. PW19-06", including Addendum No. 1; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

**2. The Work.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of new dedicated bike lanes along Maude Avenue, from Borregas Avenue to Fair Oaks Avenue, and permanent pavement striping from North Mathilda Avenue to Sunnyvale Avenue. The work includes pedestrian facility upgrades such as ADA ramps, crosswalk, pedestrian signals. Minor sidewalk repair, minor pavement repair and geometric modification to the Sunnyvale and Maude Avenue intersection will be made, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Kimley Horn & Associates, Inc., and adopted by the Owner. These Plans and Specifications are entitled respectively, Maude Avenue Bikeway and Streetscapes RE-BID, Project No. TR-15/03-17.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

**3. Contract Price.** The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of One Million Twenty Two Thousand One Hundred Forty and 10/100 Dollars (\$1,022,140.10) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid only. All other Additive Alternate(s) are rejected by Owner, and are not included in this contract.

**4. Permits; Compliance with Law.** Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

**5. Inspection by Owner.** Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in

preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

**6. Extra or Additional Work and Changes.** Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

**7. Time for Completion.** All work under this contract shall be completed before the expiration one hundred twenty (120) working days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

**8. Inspection and Testing of Materials.** Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

**9. Termination.** If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

**10. Owner's Right to Withhold Certain Amounts and Make Application Thereof.** In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under

the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

**11. Notice and Service Thereof.** All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale  
Department of Public Works  
Construction Contract Administrator  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

Contractor: Redgwick Construction Co.  
21 Hegenberger Ct  
Oakland, CA 94621

**12. Assignment of Contract.** Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.

**13. Compliance with Specifications of Materials.** Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

**14. Contract Security.** Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

**15. Insurance.** Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection

afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and \$4,000,000 annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

**16. Indemnification and Hold Harmless.** Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

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



work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

**18. Wage Rates.** Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

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

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

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

**19. Accident Prevention.** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

**20. Contractor's Guarantee.** Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance.

Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

**21. Liquidated Damages.** Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of five hundred and no/100 (\$500.00), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

**22. Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

**23. 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.

**24. 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.

**25. Execution and Counterparts.** This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposed be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE  
a Municipal Corporation, Owner

By \_\_\_\_\_ /    /  
City Manager Date

Attest:  
City Clerk

By \_\_\_\_\_ /    /  
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_ /    /  
City Attorney Date

\_\_\_\_\_  
Contractor

License No. \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_ /    /  
Title Date

By \_\_\_\_\_

\_\_\_\_\_ /    /  
Title Date

## EXHIBIT A

No.	Description	QTY	Unit	Unit Cost
1	Mobilization @ 5%	1	LS*	\$40,000.00
2	Traffic Control	1	LS*	\$125,700.00
3	Prepare Water Pollution Control Program	1	LS*	\$5,800.00
4	Clearing and Grubbing	1	LS*	\$46,200.00
5	Project Information Sign	2	EA	\$2,800.00
6	Lead Compliance Plan	1	LS*	\$2,500.00
7	Pavement Failure Repair	2,154	SF	\$28,002.00
8	Base Failure Repair	664	SF	\$16,600.00
9	Slurry Seal (Type III)	12,112	SY	\$58,137.60
10	Crack Sealing	1	LS	\$10,000.00
11	Roadway Excavation	461	CY	\$64,540.00
12	Hot Mix Asphalt (Type A)	367	TON	\$66,794.00
13	Minor Concrete (Driveway)	615	SF	\$13,530.00
14	Minor Concrete (Type II Curb)	271	LF	\$23,848.00
15	Minor Concrete (Type A1-6 Curb)	130	LF	\$6,760.00
16	Minor Concrete (Sidewalk)	1,740	SF	\$29,580.00
17	Minor Concrete (Curb Ramp)	8	EA	\$56,000.00
18	Thermoplastic Pavement Marking (White)	1,575	SF	\$10,631.25
19	Thermoplastic Pavement Marking (Yellow)	405	SF	\$2,733.75
20	Thermoplastic Pavement Marking (Green)	2,400	SF	\$43,200.00
21	Thermoplastic Traffic Stripe (Detail 9)	1,390	LF	\$1,390.00
22	Thermoplastic Traffic Stripe (Detail 22)	1,155	LF	\$2,310.00
23	Thermoplastic Traffic Stripe (Detail 27B)	25	LF	\$25.00
24	Thermoplastic Traffic Stripe (Detail 32)	55	LF	\$110.00
25	Thermoplastic Traffic Stripe (Detail 38)	695	LF	\$1,251.00
26	Thermoplastic Traffic Stripe (Detail 39)	2,375	LF	\$2,375.00

27	Thermoplastic Traffic Stripe (Detail 39A)	1,255	LF	\$1,255.00
28	Roadside Sign (Metal Post)	12	EA	\$6,000.00
29	Paint Curb (Red)	110	LF	\$605.00
30	Paint Curb (White)	5	LF	\$27.50
31	Replace Existing Inlet Grate	16	EA	\$12,000.00
32	Furnish and Install Landscaping	1	LS*	\$23,500.00
33	Furnish and Install Irrigation System	1	LS*	\$19,500.00
34	Plant Establishment and Maintenance (180 days)	1	LS*	\$7,100.00
35	Signal Modification (Maude Ave and Sunnyvale Ave)	1	LS*	\$241,500.00
36	Roadway Excavation (Additional Pavement Conform Areas) (Revocable)	60	CY	\$6,000.00
37	Hot Mix Asphalt (Type A) (Additional Pavement Conform Areas) (Revocable)	120	TON	\$19,200.00
38	Dispose of Pavement Fabric (Revocable)	6,000	SF	\$3,000.00
39	Pavement and Base Failure Repair (Additional Excavated Depths) (Revocable)	58	CY	\$11,600.00
40	Adjust Water Meter Box	1	EA	\$500.00
41	Relocate Water Meter	1	EA	\$500.00
42	Paint Pavement Marking	500	SF	\$2,500.00
43	Paint Traffic Stripe	5,035	LF	\$5,035.00
44	Federal Training	2	EA	\$1,500.00

## EXHIBIT B

**Utilization of Local Workforce in Construction Projects** – The Sunnyvale City Council has adopted a policy which encourages utilization of local workforces, including State-certified apprentices, as a means of supporting economic opportunities for all members of the community. Local workforce is defined as workers residing in Santa Clara County. The lowest responsive and responsible bidder must provide a projection of locally-hired workers utilized for this contract.

Contractor	Projected Number of Locally Hired Workers_____
Subcontractor(s)	Projected Percent of Locally Hired Workers_____ %
	Projected Number of Locally Hired Workers_____
	Projected Percent of Locally Hired Workers_____ %

## Required Contract Provisions Federal- Aid Construction Contracts

(FWWA-1273- Revised May 1, 2012)

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-

1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts. In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment

Opportunity Construction Contract Specifications  
in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by



the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or

disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order

11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:**

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide

separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work

actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so

much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29

CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as

specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under

such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a

Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor

withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:



(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly,

and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier

participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the

Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or

more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other

Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary  
Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF  
CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be aid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications and Section 12, "Subcontractors," of the information for bidders.

**LIST OF SUBCONTRACTORS**

**Name and Address**

**Description of Portion  
of Work Subcontracted**

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF  
THIS PROPOSAL SHALL ALSO CONSTITUTE AN  
ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS  
WHICH ARE A PART OF THIS PROPOSAL)*

# PERFORMANCE BOND

**Invitation for Bids No. PW19-06  
Maude Avenue Bikeway and Streetscapes RE-BID  
Project No. TR-15/03-17  
Federal Aid # CML-5213(057)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to {Contractor's Name} as principal ("Contractor"), a contract for the public work described as follows:

The project entitled "Maude Avenue Bikeway and Streetscapes RE-BID, Project No. TR-15/03-17" pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work new dedicated bike lanes along Maude Avenue, from Borregas Avenue to Fair Oaks Avenue, and permanent pavement striping from North Mathilda Avenue to Sunnyvale Avenue. The work includes pedestrian facility upgrades such as ADA ramps, crosswalk, pedestrian signals. Minor sidewalk repair, minor pavement repair and geometric modification to the Sunnyvale and Maude Avenue intersection will be made, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing its faithful performance.

AND THEREFORE, we the undersigned Contractor as principal and \_\_\_\_\_ a \_\_\_\_\_, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City as obligee in the sum of {Amount in Words} {\$Amount in Numbers} (which amount is not less than 100% of the contract price) to be paid to the City or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's heirs, executors, administrators, successors or assigns) shall in all respects abide by, and well and truly keep and perform all of the covenants, conditions and agreements in the contract (and any alteration made as provided in the contract) at the time and in the

manner specified and in all respects according to their true intent and meaning; and if the contractor shall indemnify and save harmless the City, its officers, employees and agents, as stipulated in the contract, then this obligation shall become and be null and void; otherwise this obligation shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the obligation of the Contractor and surety under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Contractor (or the Contractor's heirs, executors, administrators, successors or assigns) fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Contractor remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY (Name):

\_\_\_\_\_

(Address of Principal Place of Business)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

By: \_\_\_\_\_

Attorney in Fact

CONTRACTOR (Name):

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Name: print or type)

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

By: \_\_\_\_\_

(Name: print or type)

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

**(Notice: The signatures of the Surety  
and Contractor on this bond must be  
acknowledged before a notary.)**

# PAYMENT BOND

**Invitation for Bids No. PW19-06  
Maude Avenue Bikeway and Streetscapes RE-BID  
Project No. TR-15/03-17  
Federal Aid # CML-5213(057)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to {Contractor's Name} as principal ("Contractor"), a contract for the public work described as follows:

The project entitled "Maude Avenue Bikeway and Streetscapes RE-BID, Project No. TR-15/03-17" pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work new dedicated bike lanes along Maude Avenue, from Borregas Avenue to Fair Oaks Avenue, and permanent pavement striping from North Mathilda Avenue to Sunnyvale Avenue. The work includes pedestrian facility upgrades such as ADA ramps, crosswalk, pedestrian signals. Minor sidewalk repair, minor pavement repair and geometric modification to the Sunnyvale and Maude Avenue intersection will be made, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

It is acknowledged that the contract provides for a one year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing payment of persons who provide labor and material;

AND THEREFORE, we the undersigned Contractor as principal and \_\_\_\_\_ a \_\_\_\_\_, admitted and duly authorized to transact business under the laws of the State of California, as surety, are held and firmly bound unto the City or its successors and assigns as obligee in the sum of \_\_\_\_\_; (which amount is not less than 100% of the contract price) and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's subcontractors, heirs, executors, administrators, successors or assigns) fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, that the surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY (Name):

\_\_\_\_\_

(Address of Principal Place of Business)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

By: \_\_\_\_\_

Attorney in Fact

CONTRACTOR (Name):

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Name: print or type)

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

By: \_\_\_\_\_

(Name: print or type)

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

**(Notice: The signatures of the Surety  
and Contractor on this bond must be  
acknowledged before a notary.)**

# **GUARANTY**

TO THE CITY OF SUNNYVALE, for construction of

Maude Avenue Bikeway and Streetscapes RE-BID, TR-15/03-17  
Federal Aid # CML-5213(057)

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City for a period of one (1) year following the date of Final Acceptance of the Work, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work and its compliance with the Contract Documents including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom which shall appear within one (1) year, or longer if specified, from the date of Final Acceptance.

If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

Inspection of the work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Supplemental General Provisions, Definition of Works and Terms.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

\_\_\_\_ (Contractor Name)

\_\_\_\_ (Contractor Address)

\_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



# City of Sunnyvale

## Agenda Item

16-0357

Agenda Date: 5/17/2016

### REPORT TO COUNCIL

#### SUBJECT

Authorize the Conceptual Design Development of Maude Avenue Bikeways and Streetscapes Project

#### REPORT IN BRIEF

On February 26, 2013 the City Council approved a Resolution of Support for 11 One Bay Area Grant (OBAG) applications, including the “Maude Avenue Streetscape and Bike Lanes” project. The Maude Avenue Streetscape and Bike Lanes project proposed bike lanes on Maude Avenue between Mathilda Avenue and Fair Oaks Avenue (the project corridor). The City was awarded multiple OBAG grants, and on July 29, 2014, the City Council approved a budget modification to appropriate the funds for the Maude Avenue project. The bike lane on Maude Avenue has been part of Sunnyvale’s transportation plans for many years. It was included as part of two Citywide bicycle planning efforts (The Bicycle Opportunities Study and Bicycle Capital Improvement Program) and was ultimately included in the adopted 2006 Sunnyvale Bicycle Plan.

The City hired Kimley-Horn and Associates, to analyze feasible alternatives to implement bike lanes. The addition of bike lanes on Maude Avenue is complicated due to the lack of pavement width on the road. Adding bike lanes will require either removal of parking, or the removal of the existing two-way center turn lane (TWCTL). Either option will affect traffic flow or parking patterns. Attachment 1 is the presentation used as part of the community meeting and provides a full overview of the project.

The analysis considered existing conditions, volumes, parking usage, collision history, and traffic congestion. Three different alternatives were developed for consideration:

- Design Alternative 1 (Attachment 2 & 3) - Installation of bike lanes by removing all on-street parking
- Design Alternative 2 (Attachment 4 & 5) - Installation of bike lanes by removing the two-way center turn lane (TWCTL) and about 30% of the on-street parking
- Design Alternative 3 (Attachment 6 & 7) - No bike lanes

In addition to the bike lane, the proposed project includes pedestrian improvements, such as removal of the pork-chop islands at the intersection of Maude/Sunnyvale, replacement of uplifted sidewalk, and planting of new street trees where space is available. Under all alternatives, staff would propose to test the restriping of westbound Maude at the Mathilda/Maude intersection to try to alleviate some of the existing queuing concerns.

Staff reviewed the analysis, community feedback, and existing General Plan and Council policy and recommends proceeding with design Alternative 1. Staff determined that any recommendation should include the installation of bike lanes, as bike lanes support the City’s bicycle goals, General Plan

policies, and are included in the approved Bicycle Plan. Alternative 1 provides the best alternative for bicycle and automobile travel. However, parking will be removed, and cars currently parked on-street will have to be parked off-street (such as driveways) or on side streets. Staff also reviewed an alternative that would provide part-time bicycle lanes and parking similar to Homestead Road. Although this is not the staff recommendation, it is an alternative for Council consideration.

Alternative 2 removes the TWCTL which staff expects will create operational issues and could increase collisions. Alternative 3 maintains the status-quo and does not support the City's bicycle goals or Council and General Plan policies.

The Bicycle and Pedestrian Advisory Commission considered this item on April 21, 2016 and voted 5-2 in favor to recommend Alternatives 1, 5 and 6 (Attachment 15 - Excerpt from BPAC draft meeting minutes of April 21, 2016.) A summary of the BPAC's discussion and action are provided in the Public Contact section below.

### **BACKGROUND**

Maude Avenue is an east-west industrial/commercial collector roadway that connects SR-237 in the west to Wolfe Road in the east. It is predominately one lane each direction with a TWCTL from Fair Oaks to Mathilda Avenue, and two lanes each direction with a TWCTL from Mathilda Avenue to SR-237. Land uses along Maude between Mathilda Avenue and Fair Oaks include the Sunnyvale Square Shopping Center on the western end, Bishop Elementary School, a retail shopping center directly across the street from the school, and a number of apartment complexes on either end of the project corridor. Maude has numerous driveways providing access to single and multi-family residential development.

Providing bicycle lanes within this section of Maude was included in the 2006 Bicycle Plan and was designated as an "intermediate" bike route on the City bicycle map. In order to implement bike lanes, the 2006 Bicycle Plan assumed removal of on-street parking and minor widening. Bicycle facilities would close a gap in the City's bicycle network and improve bicycle circulation (Attachment 8).

The City applied for a One Bay Area Grant (OBAG) for the installation of bike lanes and other improvements on the project corridor, and a grant in the amount of \$695,000 was awarded to the City. The City added \$185,000 of Transportation Development Act (TDA) funds to the project for a total amount of \$880,000. The initial scope of the grant application included the construction of a median island for the length of the project, however this was not feasible due to right-of-way, traffic, and funding constraints. Staff worked with the granting agency over a number of months to modify the scope and maintain the funds in Sunnyvale, while keeping the goal of exploring bicycle lanes on the corridor.

### **EXISTING POLICY**

In performing the analysis and developing the conclusions identified in this report, the following General Plan policies were referenced and considered:

#### **Chapter 3 Land Use and Transportation:**

- LT-5.5(d): Maximize the provision of bicycle and pedestrian facilities.
- LT-5.8: Provide a safe and comfortable system of pedestrian and bicycle pathways.



- LT-5.9: Appropriate accommodations for motor vehicles, bicycles, and pedestrians shall be determined for city streets to increase the use of bicycle transportation and to enhance the safety and efficiency of the overall street network for bicyclists, pedestrians, and motor vehicles.
- LT-5.10: All modes of transportation shall have safe access to City streets.
- LT-5.12: City streets are public space dedicated to the movement of vehicles, bicycles and pedestrians. Providing safe accommodation for all transportation modes takes priority over non-transport uses. Facilities that meet minimum appropriate safety standards for transport uses shall be considered before non-transport uses are considered.
- LT-5.13: Parking is the storage of transportation vehicles and shall not be considered a transport use.
- LT-5.14: Historical precedence for street space dedicated for parking shall be a lesser consideration than providing street space for transportation uses when determining the appropriate future use of street space.

## **Chapter 6 - Safety and Noise**

- SN-3.5: Facilitate the safe movement of pedestrians, bicyclists and vehicles.

## **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment. It is expected that the CEQA determination of this project will be a Class 1 categorical exemption pursuant to Section 15301 (c) and (d) for existing streets involving no expansion. All review of CEQA documentation will be part of the design review process.

## **DISCUSSION**

The goal of the project, per the City’s approved bicycle plan, is to provide striped bicycle lanes on Maude Avenue between Fair Oaks and Mathilda. Staff hired Kimley-Horn and Associates to analyze feasible alternatives to implement bike lanes. The purpose of the study was to evaluate traffic operations, parking utilization, and associated safety implications. The analysis considered existing conditions, volumes, parking usage, collision history, and traffic congestion.

## ***Analysis***

### **Existing Maude Avenue**

The study corridor is 1.3 miles long, has three signalized and seven un-signalized intersections, and approximately 67 driveways. Bicycle lanes are already provided on Maude Avenue from SR-237 to Pastoria Avenue, west of the project corridor. Bicycle facilities along this section of Maude Avenue would connect to bicycle lanes on Borregas Avenue, and bicycle routes on Sunnyvale Avenue, Morse Avenue, and Fair Oaks Avenue, providing an improved east-west connection in the bicycle network. Bicycle lanes will also provide a direct bicycle route to Bishop Elementary School, located along the project corridor.

The limited available right-of-way (ROW) requires a trade-off in terms of left-turn lanes and/or on-street parking in order to provide bicycle lanes.

### Volumes

As part of the project, traffic and vehicle volumes were analyzed. East of Sunnyvale Avenue approximately 750 vehicles use Maude Avenue during the weekday AM peak hour and 950 vehicles use Maude Avenue during the weekday PM peak hour. West of Sunnyvale Avenue approximately 1000 vehicles use Maude Avenue during the weekday AM peak hour and 1200 vehicles use Maude Avenue during the weekday PM peak hour. At its heaviest weekday peak hour, approximately 40 bicycles were counted along Maude Avenue. Heavy pedestrian activity also occurs in the vicinity of Bishop Elementary School, and greater than 40 pedestrian crossings per hour occur at many of the intersections during the peak school hours.

Separate from the bike lane project, staff has received a number of concerns regarding morning queuing on Maude at the Mathilda/Maude intersection. Staff completed a City Manager Bi-Weekly Report (CMBWR) on October 22, 2015 (Attachment 9) and in an effort to verify its findings, hired a consultant to perform similar work. As part of that consultant analysis, 24-hour vehicle counts were completed for a period of five days (Attachment 10). Those counts show the average peak hour volumes on Maude Avenue and align with the volumes measured as part of the bike lane project:

- Maude Avenue East of Sunnyvale Avenue - 700 cars AM Peak, 1,050 cars PM Peak
- Maude Avenue West of Pastoria Avenue - 1,050 cars AM Peak, 1,400 cars PM Peak

### Parking

In partnership with the consultant team, staff analyzed both the current capacity and utilization of on-street parking and the available off-street parking that could potentially accommodate the loss of the on-street parking spaces.

#### *On-Street Parking*

There are approximately 174 on-street, parallel parking spaces available throughout the corridor. Bishop Elementary School provides an additional 33 angled parking spaces located on the south side of Maude Avenue adjacent to the school, however, these spaces are mostly on school property and are proposed to be removed by the school under a separate school project. Parking data was collected on a Tuesday thru Thursday, and the average weekday peak occupancies of the on-street parking were observed at 45% and 64% for the mid-day and evening periods respectively. Attachment 11 provides a summary of parking utilization.

#### *Off-Street Parking*

Maude Avenue has a mix of commercial, multi-family, and single family properties. This mix of uses makes it more difficult to analyze the available off-street spaces. As an example, an apartment tenant that currently parks on-street would not be able to park on a retail parking lot or a private driveway. To be more conservative, staff excluded available off-street parking spaces associated with all commercial uses and apartment buildings.

This parking observation was conducted on a Wednesday evening between the hours of 9:00 to 11:00 pm. There are approximately 24 off-street (on driveways) parking spaces available on Maude Avenue within the project corridor. Out of these, 16 were found occupied which means the off-street occupancy rate was found to be at 67%. These are mostly single family home driveways, so these spaces would not be available to current commercial or apartment building users who currently use the on-street parking. Staff also reviewed the availability of

retail and multifamily parking. As expected the retail spaces were fairly empty during the hours of the survey. For multi-family, staff looked at spaces that were visible from the street. While these spaces were not fully utilized, staff cannot determine how these spaces are assigned (as an example as visitor spaces) and could not analyze availability.

### Collision History

Over a recent three year period, a total of 79 collisions were reported across the project corridor, including 21 collisions involving injuries and one fatality at the intersection of Maude Avenue/Fair Oaks Avenue. Three collisions involved pedestrians and one involved a bicycle. To determine how a roadway functions in terms of collisions, staff uses the overall Collision Rate (CR), expressed in collisions per million vehicle miles traveled. For this this segment of Maude Avenue, the CR is 2.85 and injury/fatality CR is 1.01 as compared to state-wide CRs of 1.37 and 0.57, respectively, for roads similar to Maude Avenue. Staff's goal is to minimize all collisions, especially those that result in injury or death. Using the State CRs for similar type roads provides a good benchmark to evaluate how a road is functioning and to whether or not to recommend changes. Maude Avenue CRs are almost double that of the state-wide CRs.

### Congestion

On numerous occasions, residents have expressed concerns regarding congestion on Maude Avenue, specifically queuing at its intersection with Mathilda Avenue. The City Council also asked staff additional questions on the current traffic conditions on Maude Avenue. As a result, staff completed field verification and traffic modeling, and the findings reflected long queues for the westbound through movement on Maude Avenue at its intersection with Mathilda Avenue. The current queues on westbound Maude Avenue were found to be a result of the volumes on Mathilda Avenue and limited available green time for Maude Avenue. These findings were reported in the City Manager Biweekly Report of October 22, 2015.

As previously discussed, staff also hired a consultant to review the current traffic on Maude Avenue. The traffic consultant reviewed Maude Avenue between Wolfe Road and Mathilda Avenue and conducted traffic counts, an origin-destination survey, and also made field observations. In general, the consultant analysis aligned with the information that staff has previously provided to Council.

Additionally the consultant completed a travel time analysis to provide information on how long it takes an average vehicle to travel through Maude Avenue. To complete the work six sensors were installed on Maude Avenue. These sensors are able to pick up bluetooth on vehicles (whether on the vehicles themselves or cell phones) and track vehicles as they travel through the project corridor. The travel time was completed for three different days (Attachment 12) and shows that the average travel time to get from Fair Oaks past the Mathilda/Maude intersection in the morning is 4.4 minutes eastbound, 3.9 minutes westbound and in the evening are 3.1 minutes eastbound and 3.9 minutes westbound. It must be noted that during school drop-off there is short term additional congestion.

### ***Bike Lane Alternatives***

As a result of the analysis, two alternatives with differing roadway cross-sections that accommodate bike lanes were developed and evaluated. Both alternatives provide bike lanes for the full extent of the project corridor, except in the westbound direction between San Angelo Avenue and Mathilda Avenue, where a lack of roadway width/ROW precludes dedicated bike lanes. Staff also reviewed a third alternative that would maintain the existing roadway configuration, including all parking spaces, and would not implement bike lanes, however it would add additional bike route signing and striping.

### Alternative 1 - Removal of On-Street Parking

Alternative 1 (Attachment 2 & 3) provides buffered bicycle lanes, removes on-street parking from both sides of the street, and maintains the TWCTL. This alternative is consistent with the improvements proposed in the 2006 Bicycle Plan. Removing on-street parking provides the necessary width for buffered bike lanes on both sides of Maude Avenue, excluding the westbound direction between San Angelo Avenue and Mathilda Avenue (approximately 500 feet). The provision of an eastbound bike lane in this segment would require the removal of one of the two westbound left-turn lanes from Maude Avenue to southbound Mathilda Avenue. The remaining westbound left-turn lane would need to be extended to provide the required additional storage. This modification would be considered part of the pilot project.

This alternative maintains the TWCTL, which eliminates the potential for left-turning vehicles affecting corridor progression, travel time, and limiting the possibility of additional collisions. The removal of on-street parking and the provision of buffered bike lanes provide significant benefits to bicycle and vehicular safety by reducing friction along the corridor. This alternative would require removal of all 174 available on-street parking spaces, which would increase parking demand on the side-streets, and is a concern to the residents. Based on the parking utilization analysis and available parking, it is expected that during the peak evening period approximately 110 cars will have to find an alternative parking spot.

A possible modification to Alternative 1 is a compromise that would provide weekday, part-time bicycle lanes from 7:00 AM to 7:00 PM. Outside of this time period the bike lanes would be converted to parking lanes. This arrangement is similar to the one on Homestead Road. The modification would preserve overnight and weekend parking for the residents, and provide improvement in bicycle safety during the hours the bike lane is operational. As with any time-limited operation, enforcement is always a concern.

### Alternative 2 - Removal of Two Way Center Left Turn Lane

Alternative 2 (Attachment 4 & 5) provides bicycle lanes and no buffers, removes the TWCTL, maintains left-turn pockets at a limited number of intersections, and preserves on-street parking on both sides of the roadway where feasible. Removal of the TWCTL provides the width necessary for provision of six-foot bicycle lanes for the full extent on both sides of Maude Avenue, excluding in the westbound direction between San Angelo Avenue and Mathilda Avenue (approximately 500 feet). As in Alternative 1, the provision of an eastbound bike lane in this segment would require the removal of one of the two westbound left-turn lanes from Maude Avenue to southbound Mathilda Avenue. The remaining westbound left-turn lane would need to be extended to provide the required additional storage. This modification would be considered part of the pilot project.

Due to the need to provide left-turn lanes at several intersections along the project corridor, this alternative requires the loss of 48 out of 174 available on-street parking spaces. The alternative preserves sufficient on-street parking to meet observed demand for the corridor as a whole, although segments of the corridor would experience parking demand exceeding available supply. In addition, as previously discussed, the on-street parking that is removed might not align with the availability of off-street parking.

With this alternative, all turn pockets would be maintained at signalized intersections, and therefore would not trigger any California Environmental Quality Act (CEQA) Level-of-Service (LOS) impacts,

however it would create operational issues such as additional delays and queues on Maude Avenue. Vehicles wanting to turn left to smaller side-streets and to the driveways along the corridor would have to wait in the through lane, blocking through traffic until they find a gap in the opposing traffic to make a left-turn. This may also increase delay for vehicles turning onto Maude Avenue. The loss of some left-turn lanes will make it more difficult to access the corridor and side-streets, may increase conflicts at un-signalized intersections, and may increase vehicle conflicts. The provision of a TWCTL has been shown to provide reductions in collision frequency by up to 50 percent (Caltrans Local Roadway Safety Manual, April 2015). Therefore, removal of the existing TWCTL may further increase the collision rate along the corridor.

### Alternative 3 - No Bicycle Lanes

Alternative 3 (Attachment 6 & 7) would not provide bicycle lanes in the study area. It would maintain the existing configuration of on-street parking and the TWCTL. Alternative 3 would only provide limited additional signage and striping to designate the bike route, but would not provide dedicated bicycle facilities. This would provide minimal improvement in bicycle safety and would not increase bicycle ridership.

### **Additional Improvements**

#### Optional Improvement - Westbound Maude Approaching the Mathilda/Maude Intersection

This option would be a variant on any of the alternatives to provide an additional westbound through lane West of the Murphy Avenue and Mathilda Avenue to alleviate existing queues. This lane would provide additional roadway capacity and queuing storage for westbound traffic approaching the Mathilda Avenue intersection. Additional analysis and preliminary design will be required to determine how far the modifications will extend on the western approach of Maude to Mathilda. Based on the current volumes and queuing analysis, it would be expected that the intersection lane modification would extend from Maude/Mathilda to somewhere near Maude/San Angelo, and striping transitions would be required between Maude/San Angelo and Maude/Stonewell.

*Under Alternative 1 and 2* - The additional westbound through lane would replace both the TWCTL and on-street parking for this segment, and one of the two westbound left turns lane. The roadway would consist of bicycle lanes, two westbound lanes, and one eastbound lane. The option could eliminate up to 56 on-street parking spaces west of Borregas Avenue. This is the same number of parking spaces as Alternative 1 for this segment, and 45 more parking spaces than with Alternative 2 for this segment. Similar to Alternative 2, the option would preclude the ability to provide left-turn lanes to Stowell Avenue and San Angelo Avenue.

This option would convert the right-turn lane to Mathilda Avenue to a shared through/right-turn lane. Overall, this would reduce delays and queues for westbound Maude Avenue, and may increase some delay for westbound right-turn movements from Maude Avenue to northbound North Mathilda Avenue. The net effect could reduce average delays and queues on Maude Avenue at its intersection with Mathilda Avenue.

*Under Alternative 3* - Even without a bike lane project, staff would like to explore modifications to Mathilda/Maude to relieve some of queuing on westbound Maude Avenue. Staff is considering a test project to analyze the benefits of removing the dedicated right turn-lane on westbound Maude and converting it to a shared through/right lane.

### Pedestrian Improvements

To improve pedestrian and bike safety, all the alternatives remove the channelized right-turn lanes and pork-chops at the signalized intersection of Maude Avenue/Sunnyvale Avenue, directly adjacent to Bishop Elementary School. The project would also relocate the existing VTA bus-stop, located mid-block, across from Bishop Elementary School to the intersection of Maude Avenue & North Sunnyvale Avenue, to provide closer access to the signalized crosswalks at that intersection. In addition, the project would include sidewalk replacements where needed and planting of new street trees, where space is available.

### **Community Meetings**

Staff and the consultant held a community meeting to present the three project alternatives. The community meeting was held on March 8 and was attended by over 100 people. Staff received verbal and written feedback at the meeting, as well as further discussion at different small group stations. In general, the majority of the verbal comments expressed concern regarding existing traffic, future traffic, and parking loss. Also, a number of comments were received regarding the importance of having a good bicycle network. One of the stations allowed for a dot exercise for people to select their preferred alternative (Attachment 13) by placing a dot next to their preferred alternative (the color of the dot does not have any significance). Approximately 84 dots were placed on the board, and the results showed a preference for alternative 3 (50%), alternative 1 as a close second (35%), and alternative 2 receiving minimal support (15%).

### **FISCAL IMPACT**

The project is part of the Capital program (project number 831120). Depending on the selected scope, it is anticipated that additional funds would be required for construction. Those funds would either need to be added to the project, or the project will have to be constructed in phases. Once an Engineers estimate is available, staff will provide additional information to the City Council.

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

Public contact was also made by posting a community flyer to adjacent residents within 1,000 feet radius of the project boundary. A community meeting was held on March 8, 2015, 6:30 pm, to receive public input of the alternative concepts. Approximately 100 members of the public attended. Attachment 14 includes a full meeting summary, comments received at the meeting, and additional comments received via email.

The Bicycle and Pedestrian Advisory Commission considered this item at a noticed public hearing on April 21, 2016 and voted 5-2 in favor to recommend Alternatives 1, 5 and 6 with additional mid-block crosswalks throughout the corridor (Attachment 15 - Excerpt from BPAC draft meeting minutes of April 21, 2016). Staff does not support the recommendation of additional mid-block crosswalks as part of the project. The implementation of mid-block crosswalks requires separate analysis to verify the need and assure safe implementation.

### **ALTERNATIVES**

1. Design Alternative 1 - Remove all on-street parking and install bike lanes from Fair Oaks Avenue to Borregas Avenue.

2. Design Alternative 2 - Remove 30% of the on-street parking spaces, the two-way center turn lane, and install bike lanes from Fair Oaks Avenue to Borregas Avenue.
3. Design Alternative 3 - Maintain the current roadway as-is and add additional bike signage and striping.
4. Time Limited Bike Lanes - Proceed with the design of Alternative 1 but with part time bike lanes and parking - Convert the on-street parking to weekday part time bicycle lanes from 7:00AM to 7:00PM.
5. Optional Improvements at the Mathilda/Maude Intersection - Test/pilot improvements on westbound Maude Avenue at the Mathilda/Maude Intersection. Striping modifications would start west of Borregas. This could require parking removal.
6. Pedestrian Improvements - Proceed with the pedestrian improvements.
7. Do not make any modifications.

### **BOARD AND COMMISSION, AND STAFF RECOMMENDATION**

Authorize Alternatives 1, 5 and 6: 1) Remove all on-street parking and install bike lanes from Fair Oaks Avenue to Borregas Avenue; 5) Test/pilot improvements on westbound Maude Avenue at the Mathilda/Maude Intersection; and 6) Proceed with the pedestrian improvements.

Staff believes that Alternative 1 provides for the safest roadway configuration and meets the City's bicycle and General Plan goals by providing buffered bicycle lanes, and maintaining the TWCTL from Fair Oaks Avenue to Borregas Avenue. Maintaining the TWCTL would help maintain a better level of access to and from side-streets and driveways along the project corridor, and would also minimize potential collisions. Alternative 5 could allow for improved operations on westbound Maude at the Mathilda/Maude intersection and a possible continuation of the bicycle lane. Alternative 6 would remove the pork-chops at the North Sunnyvale Avenue intersection, fix uplifted sidewalk locations, and plant street trees, where space is available. This would improve conditions for pedestrians, specifically children walking to school, and bicyclists on Maude Avenue.

Prepared by: Manuel Pineda, Director, Public Works

Reviewed by: Tim Kirby, Director, Finance

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Maude Avenue Community Meeting Presentation
2. Alternative 1 Cross Section
3. Alternative 1 Layout
4. Alternative 2 Cross Section
5. Alternative 2 Layout
6. Alternative 3 Cross Section
7. Alternative 3 Layout
8. Bicycle Network Near Maude Avenue
9. City Manager Bi-Weekly Report
10. 24-Hour Vehicle Counts
11. Parking Occupancy
12. Travel Times
13. Dot Exercise
14. Community Meeting Summary

15. Excerpt from Draft Bicycle and Pedestrian Advisory Commission meeting Minutes of April 21, 2016





# City of Sunnyvale

## Agenda Item

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**19-0302**

**Agenda Date:** 3/5/2019

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Tentative Council Meeting Agenda Calendar



## City of Sunnyvale

### Tentative Council Meeting Agenda Calendar

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#### **Thursday, March 7, 2019 - City Council**

##### **Public Hearings/General Business**

**18-1019**                      8:30 A.M. SPECIAL COUNCIL MEETING  
Study/Budget Issues Workshop

#### **Tuesday, March 19, 2019 - City Council**

##### **Closed Session**

**19-0268**                      5:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager  
Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)

##### **Study Session**

**19-0121**                      6:00 P.M. SPECIAL COUNCIL MEETING (Study Session)  
The Structure and Function of the Subcommittee titled "Discussion of the Council Subcommittee to Discuss Items of Mutual Interests with Local School Districts"

##### **Special Order of the Day**

**19-0288**                      6:45 P.M. SPECIAL COUNCIL MEETING  
SPECIAL ORDER OF THE DAY - Recognition of Synopsis Science Fair Championship Winners  
Location: Council Chambers

##### **Public Hearings/General Business**

**19-0267**                      Introduce an Ordinance Adding Chapter 1.07 (Administrative Subpoena) to the Sunnyvale Municipal Code Authorizing City Staff to Issue Administrative Subpoenas in Connection with Code Enforcement Investigations.

**19-0293**                      Approve Updates to Council Policy 7.1.1 in Council Policy Manual Chapter 7, Section 1 - Fiscal Policies and Long Range Goals

#### **Tuesday, March 26, 2019 - City Council**

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## **Study Session**

**19-0262**                      5:30 P.M. SPECIAL MEETING (Study Session)  
Climate Action Plan 2.0  
Location: Council Chambers

## **Public Hearings/General Business**

**19-0096**                      Agenda Items Pending - to be scheduled

## **Tuesday, April 9, 2019 - City Council**

### **Closed Session**

**19-0269**                      6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager  
Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)

### **Special Order of the Day**

**19-0223**                      SPECIAL ORDER OF THE DAY - Fair Housing Month

**19-0289**                      SPECIAL ORDER OF THE DAY - National Library Week

## **Public Hearings/General Business**

**19-0222**                      Moffett Park Specific Plan Amendment Work Plan

## **Tuesday, April 23, 2019 - City Council**

### **Closed Session**

**19-0270**                      6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager  
Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)

## **Public Hearings/General Business**

**19-0200**                      Proposed Project:      Related applications on a 34.7-acre site:

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REZONE: Introduction of an Ordinance to rezone the site from Industrial Service/Industrial-to-Residential Medium Density Zoning District (MS/ITRR3) to Industrial Serve/Industrial-to-Residential High Density Zoning District (MS/ITRR4) Zoning District and to Public Facility (PF)

SPECIAL DEVELOPMENT PERMIT: for site and architectural review for a 34.7-acre site to develop 1,051 residential units including 944 apartment units with 6 percent of the units to be reserved for very low-income households (45 units), development of up to 107 three-story, townhome-style dwellings with 12.5 percent affordable units in accordance with the City's Below Market Rate Program (13.38 units), and dedication of a 6.5-acre public park, extension of Indian Wells Avenue to the east to connect with the Duane Avenue/Stewart Drive Intersection and including requests to deviate providing a community room for the townhomes, reductions in private usable open space requirements by reducing or eliminating required balconies, and from front yard setbacks on Indian Wells Avenue and Stewart Drive.

VESTING TENTATIVE MAP: To subdivide two lots into six lots with a condominium map to allow 107 townhomes lots with a common lot.

Location: 1 AMD Place (APNs: 205-22-024, 205-22-025), 975 Stewart Drive (205-22-028)

File #: 2016-8035

Zoning: Industrial Service/Industrial-to-Residential Medium Density Zoning District (MS/ITRR3) and Industrial Serve/Industrial-to-Residential High Density Zoning District (MS/ITRR4) Zoning District

Applicant / Owner: Irvine Company (applicant /owner)

Environmental Review: Environmental Impact Report (EIR)

Project Planner: Gerri Caruso, (408) 730-7591, gcaruso@sunnyvale.ca.gov

## 19-0208

CONTINUED FROM JANUARY 29, 2019.

Proposed Project: Appeal by the Applicant of a decision by the Planning Commission to deny:

PEERY PARK SPECIFIC PLAN CONDITIONAL USE PERMIT: to consider a high school for 400 students (Summit School). The project includes interior and exterior improvements of an existing industrial building for an educational use, the installation of a tri-level mechanical lift parking structure in the rear serving 22 parking spaces, and a request for adjustment to the minimum parking requirements.

Location: 824 San Aleso Avenue (APN: 204-02-006)

File #: 2017-7986

Zoning: PPSP-NT - Peery Park Specific Plan - Neighborhood Transition

Applicant / Owner: Artik Art & Architecture (applicant) / 824 San Aleso, LLC (owner)

Environmental Review: The project is exempt from additional CEQA review per CEQA Guidelines section 15168(c)(2) and (4) and Public Resources Code Section 21094(c). The project is within the scope of the Peery Park Specific Plan Program EIR as no new environmental impacts are anticipated and no new mitigation measures are required.

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Project Planner: Momoko Ishijima, (408) 730-7532,  
mishijima@sunnyvale.ca.gov

**Tuesday, May 7, 2019 - City Council**

**Closed Session**

**19-0272** 5:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager  
Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)

**Special Order of the Day**

**19-0198** 6 P.M. SPECIAL COUNCIL MEETING  
SPECIAL ORDER OF THE DAY - 2019 Earth Day Video and Poster Contest Winners  
Location: Council Chambers

**19-0199** SPECIAL ORDER OF THE DAY - Recognition of Green Businesses

**19-0312** SPECIAL ORDER OF THE DAY - Teen Awareness Month

**19-0313** SPECIAL ORDER OF THE DAY - Older Americans Month

**Public Hearings/General Business**

**19-0172** Green Building Program Update

**19-0220** Public Hearing and Adoption of Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District (BID) for Fiscal Year 2019/2020

**19-0224** Consider Draft 2019 Housing and Urban Development (HUD) Action Plan

**Tuesday, May 14, 2019 - City Council**

**Study Session**

**19-0101** 6 P.M. SPECIAL COUNCIL MEETING ONLY (Study Session)  
Board and Commission Interviews

**Wednesday, May 15, 2019 - City Council**

**Study Session**

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**19-0102**                      6 P.M. SPECIAL COUNCIL MEETING ONLY (Study Session)  
Board and Commission Interviews

**Tuesday, May 21, 2019 - City Council**

**Closed Session**

**19-0275**                      5:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager  
Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)

**Special Order of the Day**

**19-0093**                      6 P.M. SPECIAL COUNCIL MEETING  
SPECIAL ORDER OF THE DAY - Department of Public Safety Special Awards  
Location: Council Chambers

**19-0294**                      SPECIAL ORDER OF THE DAY - National Public Works Week

**19-0314**                      SPECIAL ORDER OF THE DAY - Municipal Clerks Week

**Public Hearings/General Business**

**19-0125**                      2019 1st Quarterly Consideration of General Plan Amendment Initiation Requests

**Thursday, May 23, 2019 - City Council**

**Public Hearings/General Business**

**19-0103**                      8:30 A.M. SPECIAL COUNCIL MEETING  
Budget Workshop

**Tuesday, June 11, 2019 - City Council**

**Closed Session**

**19-0271**                      6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager  
Employee organization: Sunnyvale Managers Association (SMA) and

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Sunnyvale Employees Association (SEA)

**Public Hearings/General Business**

**19-0039** Appoint Applicants to Boards and Commissions

**Tuesday, June 18, 2019 - City Council**

**Closed Session**

**19-0273** 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager  
Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)

**Special Order of the Day**

**19-0075** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

**Public Hearings/General Business**

**19-0319** FY 2019/20 General Fund Human Services Grant Funding Allocations

**Tuesday, June 25, 2019 - City Council**

**Closed Session**

**19-0274** 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section 54957.6:  
CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Tina Murphy, Director of Human Resources; Kent Steffens, City Manager  
Employee organization: Sunnyvale Managers Association (SMA) and Sunnyvale Employees Association (SEA)

**Public Hearings/General Business**

**18-0289** Updates to the Murphy Station Heritage Landmark District Design Guidelines

**Tuesday, July 16, 2019 - City Council**

**Special Order of the Day**

**19-0315** SPECIAL ORDER OF THE DAY - Parks and Recreation Month

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**Public Hearings/General Business**

**19-0107**                      Agenda Items Pending - to be scheduled

**Tuesday, July 30, 2019 - City Council**

**Public Hearings/General Business**

**19-0108**                      Agenda Items Pending - to be scheduled

**Tuesday, August 13, 2019 - City Council**

**Public Hearings/General Business**

**19-0126**                      2019 2nd Quarterly Consideration of General Plan Amendment Initiation  
Requests

**Tuesday, August 27, 2019 - City Council**

**Public Hearings/General Business**

**19-0230**                      Appoint Applicants to Boards and Commissions (as needed)

**Tuesday, September 10, 2019 - City Council**

**Special Order of the Day**

**19-0316**                      SPECIAL ORDER OF THE DAY - Senior Initiative

**Public Hearings/General Business**

**19-0232**                      SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and  
Commission Members (as needed)

**Tuesday, September 24, 2019 - City Council**

**Public Hearings/General Business**

**19-0112**                      Agenda Items Pending - to be scheduled

**Tuesday, October 8, 2019 - City Council**

**Special Order of the Day**

**19-0317**                      SPECIAL ORDER OF THE DAY - Arts and Humanities Month

**Public Hearings/General Business**

**19-0113**                      Agenda Items Pending - to be scheduled



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**Tuesday, October 29, 2019 - City Council**

**Public Hearings/General Business**

**19-0114**                      Agenda Items Pending - to be scheduled

**Tuesday, November 5, 2019 - City Council**

**Study Session**

**19-0228**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)

**Tuesday, November 12, 2019 - City Council**

**Public Hearings/General Business**

**19-0127**                      2019 3rd Quarterly Consideration of General Plan Amendment Initiation  
Requests

**Tuesday, December 3, 2019 - City Council**

**Public Hearings/General Business**

**19-0231**                      Appoint Applicants to Boards and Commissions (as needed)

**Tuesday, December 10, 2019 - City Council**

**Study Session**

**19-0234**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of Upcoming Selection of Vice Mayor for 2020

**Public Hearings/General Business**

**19-0233**                      SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and  
Commission Members (as needed)

**19-0247**                      Adopt a Resolution Approving the City Council Regular Meeting Calendar for  
2020 through February 2021

**Tuesday, January 7, 2020 - City Council**

**Public Hearings/General Business**

**19-0119**                      Agenda Items Pending - to be scheduled

**Tuesday, January 14, 2020 - City Council**

**Public Hearings/General Business**

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19-0120                      Agenda Items Pending - to be scheduled

**Thursday, January 30, 2020 - City Council**

**Public Hearings/General Business**

19-0123                      8:30 A.M. SPECIAL COUNCIL MEETING  
Strategic Session - Policy Prioritization Workshop  
Location: TBD

**Tuesday, February 4, 2020 - City Council**

**Study Session**

19-0229                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)

**Public Hearings/General Business**

19-0128                      2019 4th Quarterly Consideration of General Plan Amendment Initiation  
Requests

**Tuesday, February 25, 2020 - City Council**

**Public Hearings/General Business**

19-0122                      Agenda Items Pending - to be scheduled

**Thursday, February 27, 2020 - City Council**

**Public Hearings/General Business**

19-0124                      8:30 A.M. SPECIAL COUNCIL MEETING  
Study/Budget Issues Workshop

**Date to be Determined - City Council**

**Public Hearings/General Business**

18-0416                      Eco-district Feasibility and Incentives (Study Issue ESD 13-05C)

18-0653                      Approve the Bernardo Avenue Undercrossing Design Options and Selection  
of a Preferred Design Alternative



# City of Sunnyvale

## Agenda Item

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**19-0303**

**Agenda Date: 3/5/2019**

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Information/Action Items

## Information/Action Items - Council Directions to Staff

Date	Directive/Action Required	Dept	Due Date	Completed
5/8/18	Provide information report to Council on the findings when the speed survey for Caribbean is complete.	DPW	Mar 2019	
5/8/18	Update Council Policy 7.1.1 – Fiscal – Long Range Goals and Financial Policies and bring back for Council adoption.	FIN	3/19/19	
5/25/18	Bring back the sales tax chart by City when the Council considers the El Camino Real Precise Plan update	CDD	Fall 2019	
7/17/18	Staff to work with the Chamber of Commerce in gathering information or making a recommendation on what options may be available to the hotels to encourage occupancy on the weekend.	OCM	Mar 2019	
8/28/18	Staff to provide quarterly updates to Council on ERP implementation progress	OCM	Apr 2019	
12/18/18	Conduct a special audit of the Capital Improvement Project reserves and bring findings back	FIN	May 2019	
2/7/19	Produce quarterly report on staff vacancies and include, actual staff total numbers for each department, including part-time positions.	HRD	TBD	
2/7/19	More data on employee commuting information, can staff provide a map based on employee home addresses.	HRD	TBD	
2/7/19	Once more data is available, would be helpful for Council to receive periodically the Hiring Manager Satisfaction Survey results mentioned on slide 24.	HRD	TBD	
2/7/19	Council to receive quarterly or annual report on new and closed business	OCM	TBD	
2/7/19	What is the status of current study issues, including dates of when they are anticipated to be completed.	OCM	TBD	
2/7/19	Edit Council Priority to Civic Center Modernization. (2/7/19 Council Strategic Workshop)	OCM	TBD	

## New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
2/5/19	Develop lighting ordinance (Dark Sky/Lights out) to address artificial light and its impact.	<b>Smith</b> , Melton, Fong, Goldman, Klein	DPW	
2/5/19	(Budget Issue) Increase the service level pertaining to City advocacy in Washington, Sacramento and regional basis.	<b>Melton</b> , Klein, Smith	OCM	
2/26/19	(Budget issue) Double the annual budget amount for each of the two programs, community event and neighborhood grant.	<b>Melton</b> , Fong	FIN	
2/26/19	(Budget issue) More proactively address today the forthcoming spike and pension payments expected in 2030 a budget issue to significantly increase payments for the next 9 years into the irrevocable pension trust above currently projected levels with such increases to be achieved by constraining spending elsewhere in the budget and/or the allocation of projected revenue increases as proposed by staff.	<b>Melton</b> , Goldman, Fong	FIN	



# City of Sunnyvale

## Agenda Item

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**19-0304**

**Agenda Date: 3/5/2019**

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Board/Commission Meeting Minutes



# City of Sunnyvale

## Meeting Minutes - Final Planning Commission

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Monday, January 14, 2019

7:00 PM

Council Chambers and West Conference  
Room, City Hall, 456 W. Olive Ave.,  
Sunnyvale, CA 94086

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**Study Session Cancelled | Special Meeting - Public Hearing 7 PM**

### **STUDY SESSION CANCELLED**

### **7 P.M. PLANNING COMMISSION MEETING**

### **CALL TO ORDER**

Chair Howard called the meeting to order at 7:00 PM in the Council Chambers.

### **SALUTE TO THE FLAG**

Chair Howard led the salute to the flag.

### **ROLL CALL**

**Present:** 7 - Commissioner Carol Weiss  
Chair Daniel Howard  
Commissioner John Howe  
Commissioner Ken Olevson  
Vice Chair David Simons  
Commissioner Ken Rheaume  
Commissioner Sue Harrison

### **ORAL COMMUNICATIONS**

Maria Hamilton, Sunnyvale resident, presented her concerns regarding the development at 669 and 673 Old San Francisco Road.

### **CONSENT CALENDAR**

Commissioner Howe moved and Vice Chair Simons seconded the motion to approve the Consent Calendar. The motion carried by the following vote:

**Yes: 7 -** Commissioner Weiss  
Chair Howard  
Commissioner Howe  
Commissioner Olevson  
Vice Chair Simons  
Commissioner Rheume  
Commissioner Harrison

**No: 0**

- 1. A**     [18-1096](#)     Approve Planning Commission Meeting Minutes of November 26, 2018
- 1. B**     [19-0022](#)     Approve Planning Commission Meeting Minutes of December 10, 2018
- 1. C**     [19-0073](#)     REQUEST FOR CONTINUANCE TO JANUARY 28, 2019  
**Proposed Project:** Related applications on a 3.54-acre site:  
**PEERY PARK PLAN REVIEW PERMIT AND TENTATIVE  
PARCEL MAP:** to redevelop three sites into an office  
development consisting of a new 121,719 square foot, four-story  
office building with a 4.5-level parking structure and associated  
site work and landscaping. The project will result in 80% FAR.  
**File #:** 2018-7432  
**Location:** 275 N Mathilda Ave (APN: 165-27-007 165-27-008  
165-27-009)  
**Applicant/Owner:** Irvine Company  
**Environmental Review:** No additional review required as per CEQA  
Guidelines 15168(c)(2) and (4) - Peery Park Specific Plan Program  
Environmental Impact Report (EIR).  
**Staff Contact:** Margaret Netto, (408) 730-7628,  
mnetto@sunnyvale.ca.gov

## **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2.**     [18-0724](#)     Consideration of Useable Open Space in Required Front Yards:  
Forward a Recommendation to the City Council to Introduce an  
Ordinance to Amend Section 19.37.100 (Usable Open Space Design  
Requirements) of Chapter 19.37 (Landscaping, Irrigation and Useable  
Open Space) and Section 19.12.160 ("O") of Chapter 19.12 (Definitions)  
of the Sunnyvale Municipal Code, and Find that the Action is Exempt  
from CEQA Pursuant to CEQA Guidelines Section 15061(b)(3). (Study  
Issue)

Associate Planner Kelly Cha presented the staff report.

Vice Chair Simons asked staff if allowing up to 50% of the required front yard to



count toward the useable open space (UOS) requirement would limit the available space for large species trees. Associate Planner Cha explained that proposed projects would still have to meet the UOS dimensional requirements. Assistant Director Andrew Miner advised that changes to the UOS ordinance would not take precedence over the Planning Commission's ability to add landscaping requirements. Vice Chair Simons asked staff about including a landscaping recommendation for the benefit of the neighborhood. Senior Assistant City Attorney Rebecca Moon advised that the ordinance could be modified to capture this intent. Vice Chair Simons provided additional background about his intended recommendation.

Commissioner Olevson asked staff how the front yard would be practically divided to allow 50% to count towards the UOS. Assistant Director Miner stated that the UOS would have to be provided in the form of seating, a fenced area, or patios that would be available for use by the tenants or property owners. Assistant Director Miner stated that staff's intention is not to just divide the proportion of the front yard in half and that UOS, not only open space, would be required.

Commissioner Rheume noted his concern regarding less potential landscaping space in the front yard and the impact on the sense of place and curb appeal. Commissioner Rheume asked staff how site plans incorporate utilities. Assistant Director Miner stated that for most projects utilities are in the right-of-way and that the setback is greater than the sidewalk area to accommodate the utilities. Assistant Director Miner advised that utilities are handled as part of the Design Review process with oversight from the Department of Public Works (DPW).

Commissioner Howe asked staff how the updated ordinance would impact the ability to include large species trees in the front yard. Assistant Director Miner advised that it would not have an effect because at maximum, 50% of the required front yard could count towards the UOS requirement and large species trees require strategic placement. Assistant Director Miner commented that if an applicant requested a deviation or variance for the front setback than per the staff recommendation UOS would not be a permitted use in the required front yard.

Commissioner Howe commented on Palo Alto's use of an Architectural Review Board and asked staff how that affects approvals for UOS. Commissioner Howe asked staff how landscaping would be handled at a staff level if the UOS changes are implemented. Assistant Director Miner commented that staff can't speak to Palo Alto's process but that there is no required landscaping for staff-level reviewed

single-family home so the staff level process should not be impacted by any UOS ordinance changes.

Commissioner Harrison asked staff about the rationale for including the R-4 and R-5 zoning districts in the proposed draft ordinance. Assistant Director Miner advised that staff felt it was appropriate to address these zoning districts together and that UOS requirements apply to R-4 and R-5 developments. Assistant Director Miner commented on the increase in larger, higher density projects and the likelihood that UOS will increasingly become a factor in the development of these projects.

Commissioner Harrison commented on the existing UOS minimum area requirement of 200 square feet and on the potential to have the UOS divided into unusable components. Assistant Director Miner stated that the goal is to provide UOS design flexibility to benefit future owners, tenants and the community with oversight from staff and Planning Commission to ensure appropriate development. Commissioner Harrison stated that this may complicate the process even though staff is trying to provide clear guidelines. Assistant Director Miner discussed the merits of the staff recommended approach and noted that the Planning Commission could leave the ordinance as it exists.

Chair Howard opened the Public Hearing.

There were no public speakers for this item.

Chair Howard closed the Public Hearing.

Vice Chair Simons asked staff if the Planning Commission can make a motion that includes a recommendation where the specific language will be developed by Planning staff and the Office of the City Attorney (OCA) before the item is heard by the City Council. Senior Assistant City Attorney Moon commented that the Planning Commission can recommend adoption of the ordinance subject to the addition of that language.

MOTION: Vice Chair Simons moved and Commissioner Howe seconded the motion for Alternative 1 – Introduce an Ordinance to Amend Chapter 19.37 (Landscaping, Irrigation and Useable Open Space), including but not limited to (a) Medium, high and very high density multi-family residential zoning districts (R-3, R-4 and R-5), (b) Up to 50% of the required front yard may be counted toward the useable open space requirement, (c) Useable open space in the required front yard would not be

a permitted use for a project with a front yard setback deviation or Variance, and Section 19.12.160 ("O") of Chapter 19.12 (Definitions) of the Sunnyvale Municipal Code (Attachment 3 to this report), and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Vice Chair Simons included a recommendation with the motion that the updated ordinance should not negate the need for genetically significantly sized trees to be implemented as needed to ensure the provision of an appropriate sense of place, pedestrian shading and/or noise reduction. Vice Chair Simons commented that the scale of landscaping should be proportionate to the size of the development and that staff will develop the final wording for this recommendation.

Commissioner Harrison stated that she will not be supporting the motion because it complicates the process and this change would add requirements to an uncommon problem.

Commissioner Weiss stated that she will not be supporting the motion and would prefer to leave the ordinance as it exists. Commissioner Weiss commented that this is not a pressing issue and that a change to an ordinance should address the majority of instances. Commissioner Weiss requested that one spelling of useable be used in the staff report before the City Council hearing for this item.

Vice Chair Simons commented on his understanding of the reasons not to support the motion but stated an opinion that over the long term the bigger issue would be an inadequate amount of landscaping for the density of development. Vice Chair Simons stated that this will be the first time a recommendation associates the scale of landscaping with the density of developments. Vice Chair Simons commented on the size of upcoming developments, the difficulty of procuring appropriately matched landscaping and the impact of landscaping on the look and feel of the City.

Commissioner Rheume noted his agreement that the recommended changes to the ordinance will complicate the process but stated that he will be supporting the motion. Commissioner Rheume commented on the need for landscaping that is scaled to the size of developments and the increase of higher density, larger projects within the City.

The motion carried by the following vote:

- Yes: 5 -** Chair Howard  
Commissioner Howe  
Commissioner Olevson  
Vice Chair Simons  
Commissioner Rheaume
- No: 2 -** Commissioner Weiss  
Commissioner Harrison

Assistant Director Miner stated that this item and Planning Commission recommendation goes to the City Council on February 26, 2019.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

Commissioner Weiss asked staff about changing Chapters Three and Four of the General Plan to utilize objective standards and be compliant with California's Housing Accountability Act. Assistant Director Miner stated that staff is aware of this concern but that the General Plan is not as specific as the Zoning code or City guidelines. Assistant Director Miner advised that objective standards will be included for residential uses with the updated El Camino Real Corridor Specific Plan (ECR Plan) and that the Planning Commission will be able to see how staff addresses those standards when the ECR Plan is scheduled for a Planning Commission hearing.

Commissioner Harrison asked staff about the most logical location for a City landscaping guideline, specifically with respect to trees, that outlines landscaping in proportion to the size of a development. Assistant Director Miner stated that this could be incorporated in the City's Specific and Precise Plans and guidelines so that it is uniformly added to all relevant documentation. Commissioner Harrison proposed a study issue to analyze how to best incorporate a City guideline regarding proportionate landscaping. Assistant Director Miner stated that staff will return to the Planning Commission with a write up of a draft study issue.

Commissioner Harrison asked staff about the withdrawal of the Design Review application at 1498 Norman Drive. Assistant Director Miner stated that staff is not certain about the applicant's plans but that they may start over with a new application.

**NON-AGENDA ITEMS AND COMMENTS**

**-Commissioner Comments**

Commissioner Weiss presented information about an upcoming book talk on January 24th at Books Inc. in Mountain View regarding author Randy Shaw's book – "Generation Priced Out: Who Gets to Live in the New Urban America".

Chair Howard shared information regarding the difference between the City's traditional practice for friendly amendments and the Sturgis guide to parliamentary procedure.

**-Staff Comments**

Assistant Director Miner stated that the annual public hearing discussion of potential study and budget issues will be heard tomorrow night at the January 15, 2019 City Council meeting.

**ADJOURNMENT**

Chair Howard adjourned the meeting at 7:54 PM.



# City of Sunnyvale

## Meeting Minutes - Final Planning Commission

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Monday, January 28, 2019

5:00 PM

Library Program Room, Council  
Chambers, West Conference Room, City  
Hall, 456 W. Olive Ave., Sunnyvale, CA  
94086

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**Special Meeting - Study Session - 5:00 PM | Special Meeting - Public Hearing 7 PM**

### **5:00 P.M. STUDY SESSION**

**Call to Order in the Library Program Room**

**Roll Call**

**Study Session**

- A.     [19-0175](#)     Downtown Projects and Process Overview  
                  **Project Planners:**  
                  Michelle King, (408) 730-7463, mking@sunnyvale.ca.gov  
                  David Hogan, (408) 730-7444, dhogan@sunnyvale.ca.gov

**Public Comment on Study Session Agenda Items**

**Adjourn Study Session**

### **7 P.M. PLANNING COMMISSION MEETING**

#### **CALL TO ORDER**

Chair Howard called the meeting to order at 7:00 PM in the Council Chambers.

#### **SALUTE TO THE FLAG**

Chair Howard led the salute to the flag.

#### **ROLL CALL**

**Present:** 6 - Commissioner Carol Weiss  
Chair Daniel Howard  
Commissioner John Howe  
Vice Chair David Simons  
Commissioner Ken Rheaume  
Commissioner Sue Harrison  
**Absent:** 1 - Commissioner Ken Olevson

Status of absence; Commissioner Olevson's absence is excused.

### **ORAL COMMUNICATIONS**

### **CONSENT CALENDAR**

Commissioner Howe moved and Vice Chair Simons seconded the motion to approve the Consent Calendar. The motion carried by the following vote:

**Yes:** 6 - Commissioner Weiss  
Chair Howard  
Commissioner Howe  
Vice Chair Simons  
Commissioner Rheaume  
Commissioner Harrison

**No:** 0

**Absent:** 1 - Commissioner Olevson

1. A [19-0176](#) Approve Planning Commission Meeting Minutes of January 14, 2019

### **PUBLIC HEARINGS/GENERAL BUSINESS**

2. [19-0047](#) **Proposed Project:** Related applications on a 3.54-acre site:  
**PEERY PARK PLAN REVIEW PERMIT AND VESTING**  
**TENTATIVE PARCEL MAP:** to redevelop three sites into an office development consisting of a new 123,000 square foot, four-story office building with a 4.5-level parking structure and associated site work and landscaping. The project will result in 80% FAR.  
**Location:** 275 N. Mathilda Avenue (APNs: 165-27-007, 008, 009)  
**File #:** 2018-7432  
**Zoning:** Peery Park Specific Plan - Innovation Edge and Mixed Industry Core

**Applicant/Owner:** Irvine Company

**Environmental Review:** The project is exempt from CEQA review per CEQA Guidelines Section 15168 (c)(2) and (4) Public Resources Code Section 21094 (c). The project is within the scope of the Peery Park Specific Plan Program EIR as no new environmental impacts are anticipated and no new mitigations are required.

**Project Planner:** Margaret Netto, (408) 730-7628, mnetto@sunnyvale.ca.gov

Contract Planner Margaret Netto presented the staff report.

Commissioner Weiss asked staff if the proposed project calculations assume that a majority of the employees who would work at the site would use public transportation. Contract Planner Netto stated that the project calculations are based on net new trips and that the calculations were derived from a traffic analysis that was prepared for the proposed project.

Commissioner Weiss stated that the parking garage appears taller than the main building in the proposed project plans and asked staff if the garage is subordinate in height to the main building as required in the Peery Park Specific Plan. Assistant Director Andrew Miner stated that the term subordinate refers to the height of a structure and its location on a given property and that the garage is subordinate in location in this instance as it is behind the main building. Contract Planner Netto further clarified that the highest point of the garage is 57 feet and the highest point of the main building is 65 feet.

Commissioner Rheume asked staff if the property extending down to Central Expressway would be entirely landscaped. Assistant Director Miner stated that most of the trees along the Central Expressway are on County of Santa Clara property and that they will remain there.

Commissioner Rheume asked staff about street lights shown in the applicant plans. Assistant Director Miner stated that the Peery Park sense of place guidelines dictate the type of lights to be installed.

Vice Chair Simons asked staff what the recommendation was at the Study Session for integration of the orange accent color into the proposed project. Vice Chair Simons asked if the color was integrated into the main building at that time as it is now absent from the current plans. Contract Planner Netto added that the color was part of the signage at the time of the study session.



Chair Howard opened the Public Hearing.

Carlene Matchniff, representing Irvine Company, thanked the Planning Commission and stated that the various proposed project experts are present.

Commissioner Weiss asked the applicant about the metal accent color above the parking garage that she had previously requested be incorporated into the main building. Ms. Matchniff introduced John Koga, representing Irvine Company, to address Commissioner Weiss's questions. Mr. Koga stated that the study session issue regarding color was about how consistently it would be used throughout the site and that the color would be minimally and tastefully used on the signage and at the canopy lines.

Commissioner Weiss confirmed with the applicant that the smoking patio will remain as part of the project.

Vice Chair Simons asked the applicant about adding color in locations at the building, such as the windows. Vice Chair Simons asked the applicant about the location of the planned art. Mr. Koga stated that the location of the art has not yet been determined and mentioned that there is a current proposal to add a sculpture to the Mathilda Avenue frontage.

Vice Chair Simons asked where else the color would be incorporated into the building. Mr. Koga stated that the color would be used on the underside of the south side entryway canopy.

Chair Howard closed the Public Hearing.

MOTION: Commissioner Rheume moved and Commissioner Howe seconded the motion for Alternative 1 - Make the required Findings to approve the California Environmental Quality Act (CEQA) determination that the project is within the scope of the Peery Park Specific Plan (PPSP) Environmental Impact Report (EIR) and no additional environmental review is required in Attachment 5; make the Findings for the Peery Park Plan Review Permit, Vesting Tentative Parcel Map , and Sense of Place Fee in Attachment 3; and approve the Peery Park Plan Review Permit and Vesting Tentative Parcel Map subject to the PPSP Mitigation Monitoring and Reporting Program in Attachment 6 and recommended conditions of approval noted in Attachment 4.

Commissioner Rheume stated that he can make the findings that the proposed project is within the scope of the PPSP EIR. Commissioner Rheume stated his opinion that it is a nice, clean proposed project that does not request any deviations and that it would be a good addition to the City.

Commissioner Howe stated that he can make the findings. Commissioner Howe stated that the proposed project would be an improvement for the area and added his support for the comments Commissioner Rheume provided.

**FRIENDLY AMENDMENT:** Vice Chair Simons offered a friendly amendment to suggest that the applicant integrate art in the building and greatly increase the number of native trees that meet low water requirements. Commissioner Rheume and Commissioner Howe accepted the friendly amendment.

Vice Chair Simons stated that an artistic focal point visible by pedestrians and vehicles would enhance the modern architecture.

Assistant Director Miner stated a correction in response to Vice Chair Simon's friendly amendment that the zoning code that refers to art in private development specifically states that the location of art should be on the building façade or on the exterior and not in the interior of the building. Vice Chair Simons stated that he is only making a recommendation.

Commissioner Weiss stated her intention to support the motion and added that she likes that there are no deviations requested and that there would be a food truck plaza with tables and chairs. Commissioner Weiss stated that the proposed project would encourage new businesses, different types of cuisine, and that it would bring people together.

The motion carried by the following vote:

**Yes:** 6 - Commissioner Weiss  
Chair Howard  
Commissioner Howe  
Vice Chair Simons  
Commissioner Rheume  
Commissioner Harrison

**No:** 0

**Absent:** 1 - Commissioner Olevson

Assistant Director Miner stated that this decision is final unless appealed to the City Council within 15 days or called up the City Council within 15 days.

3.        [18-1054](#)        **Proposed Project:**    Consideration of an application for a 6.4-acre site:  
                                 **MOFFETT PARK-SPECIAL DEVELOPMENT PERMIT:** to  
                                 allow expansion of an existing 173-room hotel through partial  
                                 demolition and construction of a new 11-story tower resulting in a  
                                 total of 358 rooms, new meeting areas, spa facility, restaurants  
                                 and bars; and a new 3-level parking structure.  
**Location:** 1100 N. Mathilda Ave. (APN:110-27-025)  
**File #:** 2017-8044  
**Zoning:** MP-C (Moffett Park - Commercial)  
**Applicant / Owner:** DoveHill Capital Management LLC (applicant) / S  
                                 of-X Sunnyvale Owner LP (owner)  
**Environmental Review:** Mitigated Negative Declaration  
**Project Planner:** Shétal Divatia, (408) 730-7637,  
                                 sdivatia@sunnyvale.ca.gov

Senior Planner Shetal Divatia presented the staff report.

Commissioner Howe asked staff if the proposed project requires the use of any of the development reserve of the Moffett Park Specific Plan. Assistant Director Andrew Miner stated that hotels are not counted as part of the development reserve.

Commissioner Weiss asked staff if they have considered the effect of the 11-story tower on the nearby neighborhood's television reception. Assistant Director Miner stated that the City is not required to address this issue; it is government by the Federal Communications Commission.

Commissioner Weiss asked staff if they have studied the impact of vehicle emissions from nearby roads on guests of the hotel and if the HVAC units would filter out pollutants. Assistant Director Miner stated that the HVAC units must meet certain building and Title 24 standards but was unsure by how much the HVAC system would need to reduce air pollutants.

Commissioner Weiss asked staff what elements of the modern project are considered farmhouse style. Senior Planner Divatia stated that the proposed project has use elements of a modern farmhouse like a Napa setting and added that the applicant could better clarify the architectural style.

Commissioner Rheume expressed his concern to staff that the inspirational photos presented at the study session are not incorporated into the proposed project. Assistant Director Miner stated that the staff role is to ensure that the construction drawings represent what is built and that the applicant can better address how the architectural inspiration evolved.

Commissioner Rheume expressed his concern to staff that he cannot see the details of the smaller buildings part of the proposed project. Commissioner Rheume stated that he would like to see the barn lofts on page 43 and the barbershop and treatment room on page 44 depicted in the farmhouse style and that more details about the materials are needed. Commissioner Rheume stated that he wants more details about the batten board, the windows, and the materials planned for the multipurpose pavilion on page 45.

Vice Chair Simons asked staff if the installation of a landscaping strip is possible to separate vehicles from pedestrians on Mathilda Avenue. Senior Planner Divatia stated that on page 56 the standard requires a monolithic sidewalk on Mathilda Avenue and a landscaping strip on Borregas Avenue. Vice Chair Simons stated that the landscaping strip is better placed on Mathilda Avenue as Borregas Avenue will soon be more pedestrian friendly. Senior Planner Divatia confirmed that the project design includes a park strip along Mathilda Avenue.

Vice Chair Simons asked staff if estate sized trees could be added to the south side to help screen the 130 foot towers from residents south of Highway 237. Senior Planner Divatia stated that estate sized trees are a possibility that the applicant and landscape architect can address.

Vice Chair Simons asked staff what material is used for the wall along the Borregas Avenue side of the proposed project.

Chair Howard opened the Public Hearing.

Jake Wurzak, representing Dove Hill Capital Management, presented images and information about the proposed project.

Bruce Wright, representing SB Architects, presented images and information about the proposed project.

Chair Howard stated that the applicant provided handouts and a material board available for members of the public to review.

Vice Chair Simons asked the applicant about art work location. Vice Chair Simons also asked the applicant if the wall along the Moffett Park Drive side of the proposed project would be made of white stucco. Vice Chair Simons stated his opinion that the material appears out of place with the rest of the proposed project. Mr. Wright stated that the wall may appear to be white in the renderings and that a color more consistent with the palette of the proposed project would be used. Vice Chair Simons confirmed with the applicant that the Mathilda Avenue wall would be made of stone.

Vice Chair Simons asked the applicant about the possibility of including estate sized trees along the south side landscaping. Mr. Wurzak stated that the landscape architect has been directed to use trees that would create canopies wherever possible.

Commissioner Weiss asked the applicant if the proposed project would use permeable pavers.

Commissioner Weiss asked the applicant if the HVAC system would filter out polluted air from vehicle emissions in the surrounding area. Mr. Wright stated that he does not know the exact level of filtration and that the HVAC system must pass Title 24 and that the proposed project is following LEED building standards for air quality.

Commissioner Rheume asked the applicant where the wood slat would be used on the proposed project. Mr. Wright stated that the wood slat would be used on the parking garage and for the meeting space on top of the ballroom and that highly texturized bark would be used for the porte cochere. Mr. Wright stated that natural materials would be used as much as possible for the low scale buildings and reiterated that the project is a highly articulated architectural statement. Commissioner Rheume stated that he hopes that the materials used are as high in quality as stated in the proposed project designs. Mr. Wurzak stated that the hotel patrons demand such quality.

Commissioner Rheume asked the applicant if they have used trees on balconies in any other project. Mr. Wurzak stated that they have spent time ensuring that the trees would be properly supported and that the balconies would be constructed

such that the trees will grow and thrive.

Comissioner Rheaume asked the applicant if the windows would be constructed with sectioned panels. Mr. Wright stated that that design would be used on the 1- and 2-story buildings.

Commissioner Howe asked the applicant approximately how tall the tower would be from the sidewalk. Mr. Wright stated that the tower is approximately 130 feet tall from Mathilda Avenue and that the tower reduces in height by approximately 14 feet as the grade ascends. Mr. Wright stated that the building never appears to be its full height intentionally to break down the scale of the tower.

Commissioner Howe asked the applicant if there is a view available from the top of the occupied part of the building looking south into the residential neighborhood. Mr. Wright stated that the view provided on page 29 of the handout is from a guest room but not from the tallest portion of the building. Commissioner Howe asked the applicant for the distance between the guest room view on page 29 of the handout and the single-family homes. Mr. Wright stated that he did not know the distance. Assistant Director Miner stated that the distance is approximately 350 feet to 380 feet. Commissioner Howe asked staff if they foresee any privacy concerns for the single-family residences across Highway 237. Assistant Director Miner stated that he does not have any concerns as there are existing buildings closer to the single-family homes, and it is located across the freeway from the homes.

Chair Howard asked if there are any members of the public who wished to speak. Chair Howard asked the applicant if there is any further information they would like to provide.

Vice Chair Simons asked the applicant if the trees on the balconies would be approximately 15 feet to 25 feet tall and if bushes would be used. Mr. Wurzak stated that they intend to use mostly bushes and trees when no structure is above. Vice Chair Simons asked the applicant what types of trees would be used. Mr. Wurzak stated that white birch trees or olive trees in planters are planned. Mr. Wright stated that the landscape architect, Roche and Roche, would be selecting olive trees that appear to be established. Vice Chair Simons stated that olives trees thrive in Sunnyvale while birches do not grow as well and stated his opinion that the landscape would benefit from trees varying in height.

Chair Howard closed the Public Hearing.

Commissioner Harrison stated her desire to visit the site when it opens.

Chair Howard stated that he agreed with Commissioner Harrison.

Vice Chair Simons asked staff if it is possible to add a condition for an existing element to ensure it is built. Assistant Director Miner stated that he invites any conditions to the motion that are within the City's code and standards.

Commissioner Rheume asked staff if the proposed project would be the first 5-star hotel in Sunnyvale. Assistant Director Miner stated that he did not believe there are any other 5-star hotels in Sunnyvale. The applicant stated that this project would be the first 5-star hotel.

MOTION: Vice Chair Simons moved and Commissioner Weiss seconded the motion for Alternative 2 - Make the findings required by CEQA in Attachment 3, adopt the Mitigated Negative Declaration; approve the Moffett Park - Special Development Permit with modified findings or conditions –

1. Specify that estate sized trees will be included along the south side landscaping;
2. Specify that the color and texture of the wall along Moffett Park Drive will match the rest of the proposed project;
3. Indicate that the stone wall along Mathilda Avenue will be constructed as depicted in the site plans; and,
4. Specify that the use of permeable materials will be maximized, as feasible.

Vice Chair Simons moved with a condition to specify that Planning staff work with Department of Public Works to place a planting strip on the Mathilda Avenue side of the project to better protect pedestrians from vehicles. Assistant Director Miner stated that the planting strip is the existing requirement. Vice Chair Simons retracted the condition.

Vice Chair Simons stated that neighbors surrounding the project may feel a lack of privacy at night time and stated his opinion that the addition of certain landscaping would help mitigate some of the potential concerns from neighbors on the other side of the freeway. Vice Chair Simons added that he has visited hotels built by the developer and that this proposed project would be a nice addition to Sunnyvale. He stated that there is a market for this hotel, that he appreciates the use of existing buildings in the project, and that he intends to support the proposed project.

Commissioner Weiss stated her excitement for the proposed project and its location at a gateway to Sunnyvale. Commissioner Weiss added that she likes the architectural beauty, the amenities, the farm-to-table garden, the exhibition kitchen, and the additional meeting rooms that would be available in Sunnyvale. Commissioner Weiss stated her opinion that she appreciates the many details that make this an excellent proposed project that she intends to support.

Commissioner Rheume stated his intention to support the proposed project and stated his opinion that it is one of the nicest proposed projects he has reviewed while on the Planning Commission. Commissioner Rheume stated his opinion that the proposed project is a great addition to the City and that it would hopefully raise the expectation for other projects. Commissioner Rheume commented that he also hopes to visit the site once it is open.

Commissioner Harrison stated that she can make the findings with respect to the Moffett Park Special Development Permit and that she supports the proposed project.

The motion carried by the following vote:

**Yes: 6 -** Commissioner Weiss  
Chair Howard  
Commissioner Howe  
Vice Chair Simons  
Commissioner Rheume  
Commissioner Harrison

**No: 0**

**Absent: 1 -** Commissioner Olevson

Assistant Director Miner stated that this decision is final unless appealed to the City Council within 15 days or called up the City Council within 15 days.

#### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

#### **NON-AGENDA ITEMS AND COMMENTS**

##### **-Commissioner Comments**

Vice Chair Simons stated that the stone boulders outside of the Bright Horizons



project at Sunnyvale-Saratoga Road and Remington Drive do not appear to have met the specifications of the COA in terms of size. Commissioner Weiss stated that the trees planted were not the sizes requested.

Commissioner Weiss suggested that the Planning Commission read Generation Priced Out: Who Gets to Live in the New Urban America by Randy Shaw.

Commissioner Howe stated that the size of the boulders that were used for the Bright Horizons project are not substantial enough to protect children from vehicles who might run up onto the property and that he believes the project has not met the COA.

#### **-Staff Comments**

Assistant Director Miner introduced the Planning Commission to the new Planning Commission Secretary, Bonnie Filipovic, and thanked Joey Mariano for his assistance. Assistant Director Miner informed the Commission that the Summit Public School proposed project appeal and sign code amendment for the downtown theatre and grocery store will be heard at the City Council meeting the following evening.

Chair Howard closed the Public Hearing.

Chair Howard stated that the meeting will reconvene in the West Conference Room after a brief recess to rank study issues.

#### **ADJOURN PUBLIC HEARING TO THE WEST CONFERENCE ROOM**

Chair Howard adjourned the meeting to the West Conference Room for the selection and ranking of potential 2019 study issues.

4.        [19-0153](#)        Selection and Ranking of Potential 2019 Study Issues

#### **ADJOURNMENT**

Chair Howard adjourned the meeting at 10:30 PM.



# City of Sunnyvale

## Meeting Minutes - Draft

### Housing and Human Services Commission

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Wednesday, January 23, 2019

7:00 PM

West Conference Room, City Hall, 456 W.  
Olive Ave., Sunnyvale, CA 94086

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#### **CALL TO ORDER**

Chair Gilbert called the meeting to order at 7 p.m.

#### **SALUTE TO THE FLAG**

Chair Gilbert led the salute to the flag.

#### **ROLL CALL**

**Present:** 5 - Chair Diana Gilbert  
Commissioner Patti Evans  
Commissioner Ken Hiremath  
Commissioner Minjung Kwok  
Commissioner Elinor Stetson

**Absent:** 1 - Vice Chair Joshua Grossman

**Vice Chair Joshua Grossman (excused)**  
**Council Liaison Russ Melton (present)**

#### **ORAL COMMUNICATIONS**

None.

#### **CONSENT CALENDAR**

**1.A**     [19-0052](#)     Approve the Housing and Human Services Commission  
Meeting Minutes of December 12, 2018

Chair Gilbert asked if there was need for discussion, or for a motion on the consent calendar.

MOTION: Commissioner Evans moved and Commissioner Stetson seconded the motion to Approve the Housing and Human Services Commission Minutes of December 12, 2018 as submitted.

The motion carried by the following vote:

**Yes:** 5 - Chair Gilbert  
Commissioner Evans  
Commissioner Hiremath  
Commissioner Kwok  
Commissioner Stetson

**No:** 0

**Absent:** 1 - Vice Chair Grossman

### **PUBLIC HEARINGS/GENERAL BUSINESS**

#### **2      [19-0051](#)      Review and Rank Study Issues**

Housing Officer Jenny Carloni provided an overview of each of the study issues and staff recommendations, as well as a review of the ranking process.

After some clarifying questions of staff, Chair Gilbert opened the public hearing at 7:25 p.m.

No speakers present.

Chair Gilbert closed the public hearing at 7:26 p.m.

Chair Gilbert suggested to discuss one study issue at a time to first determine if they should be dropped or deferred, and rank the remainder. All commissioners agreed.

There was no motion to drop any of the study issues.

Study Issue CDD 19-01: Evaluation of Right-to-Lease Ordinance was deferred unanimously.

Study Issue CDD 19-11: Promote Workforce Housing Opportunities for City Employees and Sunnyvale School Teachers was deferred unanimously.

MOTION: Commissioner Evans moved and Commissioner Stetson seconded the motion to defer Study Issue CDD 19-12: Develop Policy to address impacts of Mobile Home Park rent increases, conversions, and closures.

The motion failed by the following vote:

**Yes:** 2 - Commissioner Evans  
Commissioner Stetson

**No: 3 -** Chair Gilbert  
Commissioner Hiremath  
Commissioner Kwok

**Absent: 1 -** Vice Chair Grossman

Ranking of the remaining two study issues was as follows:

Study Issue	Evans	Gilbert	Hiremath	Kwok	Stetson
CDD 19-12	2	2	2	2	2
CDD 19-13	1	1	1	1	1

Chair Gilbert asked for a motion.

MOTION: Commissioner Hiremath moved and Commissioner Evans seconded the motion to accept the resulting ranking:

Ranked No. 1 - Study Issue CDD 19-13: Update and develop City policies to take a more prominent role in human services for Sunnyvale residents.

Ranked No. 2 - Study Issue CDD 19-12: Develop Policy to address impacts of Mobile Home Park rent increases, conversions, and closures.

The motion carried by the following vote:

**Yes: 5 -** Chair Gilbert  
Commissioner Evans  
Commissioner Hiremath  
Commissioner Kwok  
Commissioner Stetson

**No: 0**

**Absent: 1 -** Vice Chair Grossman

Additionally, Chair Gilbert noted that she would attend the Council Study Issues Workshop on March 7.

**3**      [19-0174](#)      Review Draft Human Services Policy Letter to City Council

Chair Gilbert asked if there were any questions on the letter that she drafted

regarding Human Services policy.

Chair Gilbert opened the public hearing at 7:58 p.m.

No speakers present.

Chair Gilbert closed the public hearing at 7:59 p.m.

Chair Gilbert encouraged the commissioners to provide input to improve the letter before it was sent to Council.

### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

### **NON-AGENDA ITEMS & COMMENTS**

#### **-Commissioner Comments**

Commissioner Hiremath thanked Chair Gilbert for drafting the letter to Council.

#### **-Staff Comments**

Housing Officer Carloni announced that the Housing Strategy webpage was in place and distributed a flier for the Community Outreach meeting scheduled for Feb 12 at Lakewood Park Community Room. She also noted that outreach for the Housing strategy will be done through email to existing lists of interested parties, City website, social media, and posting fliers at key locations throughout the City and encouraged the Commissioners to spread the word.

### **INFORMATION ONLY REPORTS/ITEMS**

[19-0168](#)      Approved 2019 Master Work Plan

### **ADJOURNMENT**

Chair Gilbert adjourned the meeting at 8:27 p.m.



# City of Sunnyvale

## Agenda Item

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**19-0297**

**Agenda Date: 3/5/2019**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Notice of Public Works Director's Decision on Final Maps (Information Only)

#### **BACKGROUND**

In accordance with Sunnyvale Municipal Code Section 18.20.270, this is notice of the Public Works Director's pending approval on the following Final Map(s):

<b>Tract</b>	10467
<b>Location</b>	740 San Aleso Avenue
<b>Developer</b>	Taylor Morrison of California LLC, a California Limited Liability Company
<b>Lots/Units</b>	42 lots (30 developable, 12 common lots) / 22 duets, 96 condominium units

#### **ENVIRONMENTAL REVIEW**

Approval of final subdivision map is a ministerial action exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15268(b)(3).

#### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

Prepared by: Bennett Chun, Civil Engineer  
Reviewed by: Jennifer Ng, Assistant City Engineer  
Reviewed by: Chip Taylor, Director of Public Works