



City of Sunnyvale

Notice and Agenda City Council

Tuesday, June 18, 2019

5:00 PM

Council Chambers and West Conference
Room, City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

**Special Meeting: Closed Session - 5 PM | Special Meeting: Study Session - 6 PM |
Regular Meeting - 7 PM**

5 P.M. SPECIAL COUNCIL MEETING (Closed Session)

1 Call to Order in the West Conference Room

2 Roll Call

3 Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

4 Convene to Closed Session

[19-0666](#)

CONFERENCE WITH LEGAL COUNSEL-SETTLEMENT OF
WORKER'S COMPENSATION CLAIMS

Closed Session held pursuant to California Government Code
Section 54956.95(b):

Name of Case: Holliday, Jason v. City of Sunnyvale (WCAB
Case No. ADJ11930828)

[19-0273](#)

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)

5 Adjourn Special Meeting

6 P.M. SPECIAL COUNCIL MEETING (Study Session)

1 Call to Order in the West Conference Room (Open to the Public)**2 Roll Call****3 Public Comment****4 Study Session**[19-0424](#)

6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Master Plan for Public Art - Preliminary Findings and
Recommendations

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****CLOSED SESSION REPORT****SPECIAL ORDER OF THE DAY**[19-0075](#)

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

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 [19-0603](#) Approve City Council Meeting Minutes of June 11, 2019

Recommendation: Approve the City Council Meeting Minutes of June 11, 2019 as submitted.

1.B [19-0334](#) 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.C [19-0572](#) Award of Contract to TJKM Transportation Consultants for Sunnyvale Traffic Signal Improvements Upgrades Project Re-Bid(F19-092)

Recommendation: Take the following actions:

- Award a contract in substantially the same form as Attachment 1 to the report in the amount of \$467,145 to TJKM Transportation Consultants.
- Authorize the City Manager to execute the contract when all necessary conditions have been met.
- Approve a 10% contingency in the amount of \$46,715.

1.D [19-0573](#) Award of Three On-Call Contracts for Surveying Support Services (F19-097)

Recommendation: Take the following actions:

- Award three (3) three-year on-call surveying support services contracts in substantially the same form as Attachment 1 to the report to: Giuliani & Kull - San Jose, Inc., Siegfried, and Wilsey Ham, in a not to exceed amount of \$135,000 each.
- Authorize the City Manager to execute the contracts when all necessary conditions have been met.
- Authorize the City Manager to increase each contract up to budgeted amount.

- Authorize the City Manager to renew each contract for up to two additional one-year periods based upon available funding, need, pricing, and service.
- Authorize the City Manager to modify each contract's compensation schedule subject to negotiated pricing.

1.E [19-0522](#)

Modify a Purchase Order with Corix Water Products US Inc. for Piping Supplies for Water and Sewer Services (F19-182)

Recommendation: Take the following action:

- Authorize the City Manager to amend the existing purchase order with Corix Water Products US Inc. for piping supplies, to increase the not-to-exceed amount by \$20,478 for a new not-to-exceed amount of \$380,477.92

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 [19-0362](#)

Summary of California Voting Rights Act Phase 1 Community Input, Direction on Number of City Council Districts for a March 2020 Ballot Measure to Amend the City Charter to Implement City Council By-District Elections, and Summary of Phase 2 Next Steps.

Recommendation: Staff makes no recommendation.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS**NON-AGENDA ITEMS & COMMENTS**

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

19-0605	Information/Action Items
19-0606	Board/Commission Meeting Minutes
19-0604	Tentative Council Meeting Agenda Calendar

Visit http://sunnyvaleca.granicus.com/ViewPublisher.php?view_id=6 to view the Tentative Council Meeting Agenda Calendar (TCMAC) online. The TCMAC is updated each Thursday afternoon.

ADJOURNMENT**NOTICE TO THE PUBLIC**

The agenda reports to council (RTCs) may be viewed on the City's website at 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 at Sunnyvale.ca.gov/PublicComments

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

19-0666

Agenda Date: 6/18/2019

**CONFERENCE WITH LEGAL COUNSEL-SETTLEMENT OF WORKER'S COMPENSATION
CLAIMS**

Closed Session held pursuant to California Government Code Section 54956.95(b):

Name of Case: Holliday, Jason v. City of Sunnyvale (WCAB Case No. ADJ11930828)



City of Sunnyvale

Agenda Item

19-0273

Agenda Date: 6/18/2019

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)



City of Sunnyvale

Agenda Item

19-0424

Agenda Date: 6/18/2019

6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Master Plan for Public Art - Preliminary Findings and Recommendations



City of Sunnyvale

Agenda Item

19-0075

Agenda Date: 6/18/2019

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



City of Sunnyvale

Agenda Item

19-0603

Agenda Date: 6/18/2019

SUBJECT

Approve City Council Meeting Minutes of June 11, 2019

RECOMMENDATION

Approve the City Council Meeting Minutes of June 11, 2019 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, June 11, 2019

4:30 PM

Council Chambers and West Conference
Room, City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

**Special Meeting: Closed Session - 4:30 PM | Study Session - 5:30 PM | Regular Meeting -
7 PM | Special Joint Meeting of the City Council and the Sunnyvale Financing Authority-
7 PM**

(or as soon thereafter as the matter may be heard)

4:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Vice Mayor Melton announced the items for Closed Session and invited any members of the public to make public comments before the meeting.

1 Call to Order in the West Conference Room

Vice Mayor Melton called the meeting to order at 4:31 p.m.

2 Roll Call

Present: 7 - Mayor Larry Klein
Vice Mayor Russ Melton
Councilmember Gustav Larsson
Councilmember Glenn Hendricks
Councilmember Nancy Smith
Councilmember Michael S. Goldman
Councilmember Mason Fong

3 Public Comment

Edith Alanis, President, Sunnyvale Employees Association shared concerns regarding City employee commute times, cost of living, and noted that numerous City employee salaries are considered "low wage."

Lamoin Werlein-Jaén, International Federation of Professional and Technical Engineers, Local 21 requested the Council invest in the current City workforce.

4 Convene to Closed Session

[19-0271](#)

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)

[19-0581](#)

CONFERENCE WITH LEGAL COUNSEL-SETTLEMENT OF WORKERS' COMPENSATION CLAIM

Closed Session held pursuant to California Government Code Section 54956.95(b):

Name of Case: Barrett, Todd v. City of Sunnyvale (WCAB ADJ2680765; ADJ7694661; ADJ7695117; ADJ7794588; ADJ7694697; ADJ8037174; ADJ7694730; and ADJ8714689)

5 Adjourn Special Meeting

Vice Mayor Melton adjourned the meeting at 5:25 p.m.

5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)**1 Call to Order in the Council Chambers (Open to the Public)**

Vice Mayor Melton called the meeting to order at 5:32 p.m.

2 Roll Call

Present: 7 - Mayor Larry Klein
Vice Mayor Russ Melton
Councilmember Gustav Larsson
Councilmember Glenn Hendricks
Councilmember Nancy Smith
Councilmember Michael S. Goldman
Councilmember Mason Fong

4 Study Session

Vice Mayor Melton announced Council will hear Item 3- Public Comment after Item 4- 19-0524 California Voting Rights Act (CVRA) Update...

[19-0524](#)

California Voting Rights Act (CVRA) Update on Community Education and Outreach Phase 1, and Ballot Measure to Amend City Council Elections

Deputy City Manager Jaqui Guzman provided the staff report and presentation.

Chris Skinnell, Nielsen Merksamer provided a legal analysis of the “4+3” district voting system option.

Charles Hester, Director of Business Development, Godbe Research described the polling results of likely March 2020 voters.

3 Public Comment

Galen Davis commented regarding the lower response rate the Asian community compared with population size of the Asian community.

Mike Serrone requested Council continue evaluating districting alternatives and shared his disagreement with the potential plaintiff’s letter.

Cal Cornwell noted many issues impacting Sunnyvale are regional in nature and encouraged Council consider how best to select a mayor to maximize mayoral influence regionally.

Ginger Grimes, Goldstein, Borgen, Dardarian & Ho reiterated a point from her firm’s letter; that a 6+1-member district or 7-member district voting system could create two districts with greater than 45% Asian American voters where a “4+3” district voting system has not been shown to reach this threshold.

Jonathan Stein, Asian Law Caucus stated that race is a community of interest characteristic required for consideration under the California Voting Rights Act and the Federal Voting Rights Act.

Rita Welch shared that she feels district based elections allow Councilmembers to be more approachable and better able to understand and respond to community concerns. She supports a 7-member district or a 6+1-member district voting system, but not a “4+3” district voting system.

Steve Scandalis voiced his support of a 7-member district voting system. He felt this system would reduce the influence of campaign contributions on Councilmembers.

Misuk Park, Chair, California Voting Rights Act (CVRA) Citizens Advisory Committee reported that residents seemed most concerned of the potential costs to the City of continuing using an at-large voting system.

Mei-Ling Stefan shared her support of the 7-member district voting system.

Linda Davis advised she intends to have a citizens outreach report ready for Council by the end of the week. She supports a “4+3” district voting system and community dialog.

Seraf Rudaz shared his support of a “4+3” district voting system and for a Council elected mayor.

Steve Chessin, President, Californians for Electoral Reform summarized portions of the CVRA and the California Elections Code.

David Simons proposed regular redrawing of districts and did not support a directly elected mayor.

Martin Pyne encouraged Council to permanently implement an independent districting commission. He requested members of the public who have drafted district maps share these maps publicly.

Richard Mehlinger shared his support for a 7-member district or a 6+1-member district voting system with an independent districting commission.

5 Adjourn Special Meeting

Vice Mayor Melton adjourned the meeting at 6:58 p.m.

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Klein called the meeting to order at 7:05 p.m.

SALUTE TO THE FLAG

ROLL CALL

Present: 7 - Mayor Larry Klein
Vice Mayor Russ Melton
Councilmember Gustav Larsson
Councilmember Glenn Hendricks
Councilmember Nancy Smith
Councilmember Michael S. Goldman
Councilmember Mason Fong

CLOSED SESSION REPORT

Vice Mayor Melton reported the Council met in 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); nothing to report.

Vice Mayor Melton reported the Council met in Closed Session held pursuant to California Government Code Section 54956.95(b): CONFERENCE WITH LEGAL COUNSEL SETTLEMENT OF WORKERS' COMPENSATION CLAIM Name of Case: Barrett, Todd v. City of Sunnyvale (WCAB ADJ2680765; ADJ7694661; ADJ7695117; ADJ7794588; ADJ7694697; ADJ8037174; ADJ7694730; and ADJ8714689); nothing to report.

SPECIAL ORDER OF THE DAY

[19-0623](#)

SPECIAL ORDER OF THE DAY - National Lesbian, Gay, Bisexual, Transgender and Queer Pride Month (LGBTQ Pride Month)

Mayor Klein presented a proclamation to Fabulous Sunnyvale founders Richard Mehlinger, Jérémie Gluckman-Picard, and Leslie Bulbick declaring June National Lesbian, Gay, Bisexual, Transgender and Queer Pride Month.

ORAL COMMUNICATIONS

Misuk Park offered ideas to help with outreach regarding the transition from an at-large election system to a district based elections system.

Mike Serrone suggested the City circulate potential district maps for community feedback.

Richard Mehlinger voiced his appreciation for being a part of the open and accepting Sunnyvale community and progress towards equality. He shared statistics of intolerance and hate members of various communities continue to experience.

CONSENT CALENDAR

MOTION: Vice Mayor Melton moved and Councilmember Larsson seconded the motion to approve Items 1.A through 1.H.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Melton
Councilmember Larsson
Councilmember Hendricks
Councilmember Smith
Councilmember Goldman
Councilmember Fong

No: 0

1.A [19-0495](#) Approve City Council Meeting Minutes of May 21, 2019
Approve the Special City Council Meeting Minutes of May 21, 2019 as submitted.

1.B [19-0536](#) Approve Special City Council Meeting Minutes of May 23, 2019
Approve the Special City Council Meeting Minutes of May 23, 2019 as submitted.

1.C [19-0333](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager
Approve the list(s) of claims and bills.

1.D [19-0354](#) Adopt a Resolution to Summarily Vacate a Slope Easement at 1235 Bordeaux Drive
Adopt the resolution to summarily vacate a portion of the 15-foot wide slope easement at 1235 Bordeaux Drive; and to authorize the City Clerk to submit a certified copy of the resolution to the Santa Clara County Recorder's Office.

1.E [19-0457](#) Award of Bid No. PW19-12 to Ray's Electric for the Intersection Upgrade at E. Remington Drive and Michelangelo Drive Project, Determination of Bid Non-Responsiveness and Waiver of Minor Bid Irregularity, Finding of California Environmental Quality Act (CEQA) Categorical Exemption, and Approval of Budget Modification No. 25 in the Amount of \$111,289

Take the following actions:

- Make a determination that the bid received from Guerra Construction Group is non-responsive due to the bidder not sufficiently documenting and demonstrating that adequate subcontracting and/or good faith efforts were made to meet the

Disadvantage Business Enterprise goal

- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c)
- Make a determination to waive the minor bid irregularities for the bid of Ray's Electric
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$251,537 to Ray's Electric
- Authorize the City Manager to execute the contract when all necessary conditions have been met
- Approve a 10% construction contingency in the amount of \$25,154
- Approve Budget Modification No. 25 in the amount of \$111,289

1.F [19-0464](#) Award of Seven On-Call Contracts for Engineering Support Services (F19-198)

Take the following actions:

- Award seven (7) three-year on-call engineering support services contracts in substantially the same form as Attachment 1 to the report to: Advanced Design Consultants in the amount of \$200,000, CSW/Stuber-Stroeh Engineering Group, Inc. in the amount of \$500,000, Kimley-Horn and Associates in the amount of \$200,000, Salas O'Brien in the amount of \$200,000, SANDIS in the amount of \$500,000, Schaaf & Wheeler in the amount of \$500,000, and TJKM Transportation Consultants in the amount of \$200,000
- Authorize the City Manager to execute the contracts when all necessary conditions have been met
- Authorize the City Manager to increase the contracts up to budgeted amount
- Authorize the City Manager to renew each contract for up to two additional one year periods based upon available funding, need, acceptable pricing and service.
- Authorize the City Manager to modify each contract's compensation schedule subject to negotiated pricing.

1.G [19-0532](#) Award of Contract to TJKM Transportation Consultants for East Sunnyvale Sense of Place Project (F19-099)

Take the following actions:

- Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15378(a)
- Award a contract in substantially the same form as Attachment 1 to the report in the amount of \$686,310 to TJKM Transportation Consultants
- Authorize the City Manager to execute the contract when all necessary conditions have been met

- Approve a 10% contingency in the amount of \$68,631

**1.H [19-0521](#) Amend a Purchase Order for the Sewer Line On-Call
Maintenance and Repair Services (F19-180)**

Take the following actions:

- Authorize the City Manager to amend an existing Purchase Order with Able Construction Group Inc. to increase the not-to-exceed value to \$300,000; and
- Authorize the City Manager to amend the not to exceed amount of the two (2) additional one-year periods that was previously authorized by City Council for these services, within approved budgeted funding.

**ADJOURNMENT TO SPECIAL JOINT MEETING OF THE CITY COUNCIL AND
SUNNYVALE FINANCING AUTHORITY**

CALL TO ORDER

Authority Chair Klein called the Sunnyvale Financing Authority Meeting to order at 7:22 p.m.

ROLL CALL

Present: 7

Authority Chair / Mayor	Larry Klein
Authority Vice Chair / Vice Mayor	Russ Melton
Authority Member / Councilmember	Gustav Larsson
Authority Member / Councilmember	Glenn Hendricks
Authority Member / Councilmember	Nancy Smith
Authority Member / Councilmember	Michael S. Goldman
Authority Member / Councilmember	Mason Fong

PUBLIC COMMENT (ON SPECIAL MEETING ITEMS ONLY)

None.

CONSENT CALENDAR

MOTION: Authority Member Smith moved and Authority Member Larsson seconded the motion to approve Items 2.A through 2.D.

The motion carried by the following vote:

Yes: 7

Authority Chair / Mayor	Larry Klein
Authority Vice Chair / Vice Mayor	Russ Melton
Authority Member / Councilmember	Gustav Larsson
Authority Member / Councilmember	Glenn Hendricks
Authority Member / Councilmember	Nancy Smith
Authority Member / Councilmember	Michael S. Goldman
Authority Member / Councilmember	Mason Fong

No: 0

2.A [19-0584](#) Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 19, 2017

Sunnyvale Financing Authority

Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 19, 2017 as submitted.

2.B [19-0585](#) Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 12, 2018

Sunnyvale Financing Authority

Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 12, 2018 as submitted.

2.C [19-0586](#) Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 26, 2018

Sunnyvale Financing Authority

Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of June 26, 2018 as submitted.

2.D [19-0587](#) Approve Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 18, 2018

Sunnyvale Financing Authority

Approve the Joint City Council and Sunnyvale Financing Authority Meeting Minutes of December 18, 2018 as submitted.

GENERAL BUSINESS

3 [19-0356](#) Annual City Council Public Hearing on FY 2019/20 Budget and Resource Allocation Plan and Establishment of Appropriations Limit and Sunnyvale Financing Authority Public Hearing on FY

2019/20 Budget

Finance Director Tim Kirby provided the staff report.

Public Hearing opened at 7:25 p.m.

No speakers.

Public Hearing closed at 7:25 p.m.

No action taken.

ADJOURN SPECIAL MEETING

Authority Chair Klein adjourned the Sunnyvale Financing Authority meeting at 7:25 p.m.

RECONVENE TO CITY COUNCIL MEETING

Mayor Klein reconvened the City Council meeting at 7:25 p.m.

PUBLIC HEARINGS/GENERAL BUSINESS

- 4 [19-0039](#) Appoint Applicants to the Bicycle and Pedestrian Advisory Commission, Board of Library Trustees, Heritage Preservation Commission, Housing and Human Services Commission, Parks and Recreation Commission, Personnel Board, and Planning Commission and Sustainability Commission

City Clerk David Carnahan conducted paper ballot votes, tallied the votes and reported the results as follows:

Ballot 1

Bicycle and Pedestrian Advisory Commission – Category One
(1 term to 6/30/2021 and 1 term to 6/30/2023)

Applicant: Daniel Hafeman (Category One - only preference) – 6/30/2021 term
VOTE: 4-0-3 (Abstentions by Mayor Klein, Vice Mayor Melton, and Councilmember Hendricks)

Applicant: Daniel Hafeman (Category One - only preference) – 6/30/2023 term
VOTE: 5-0-2 (Abstentions by Councilmembers Fong and Goldman)

Daniel Hafeman was appointed to the Bicycle and Pedestrian Advisory Commission

– Category One to serve a term expiring 6/30/2023.

Heritage Preservation Commission
(two terms to 6/30/2023)

Applicant: Jodi Marvet (only preference)

VOTE: 3-0-4 (Abstentions by Mayor Klein, Councilmembers Fong, Goldman, and Hendricks)

Applicant: Melanie Holthaus (1st preference)

VOTE: 4-0-3 (Abstentions by Vice Mayor Melton, Councilmembers Larsson and Smith)

Applicant: Dawn Hopkins (only preference)

VOTE: 7-0-0

Melanie Holthaus and Dawn Hopkins were appointed to the Heritage Preservation Commission to serve terms expiring 6/30/2023.

Parks and Recreation Commission
(two terms to 6/30/2023)

Applicant: Narottam Joshi (1st preference)

VOTE: 0-0-7

Applicant: Prakash Giri (only preference)

VOTE: 7-0-0

Prakash Giri was appointed to the Parks and Recreation Commission to serve a term expiring 6/30/2023.

Personnel Board
(Council-Nominated Seat, two terms to 6/30/2023)

Applicant: Barbara Schmidt (only preference)

VOTE: 7-0-0

Barbara Schmidt was appointed to the Personnel Board to serve a term expiring 6/30/2023.

Planning Commission
(two terms to 6/30/2023)

Applicant: Carol Weiss (only preference)

VOTE: 5-0-2 (Abstentions by Councilmembers Goldman and Hendricks)

Applicant: David Simons (only preference)

VOTE: 6-0-1 (Abstention by Vice Mayor Melton)

Applicant: Wendi Zhang (only preference)

VOTE: 5-0-2 (Abstentions by Councilmembers Fong and Larsson)

David Simons was appointed to the Planning Commission to serve a term expiring 6/30/2023.

MOTION: Vice Mayor Melton moved and Councilmember Smith seconded the motion to appoint Carol Weiss to the Planning Commission term expiring 6/30/2023.

The motion to appoint carried with the following vote:

Yes: 5 - Mayor Klein
Vice Mayor Melton
Councilmember Larsson
Councilmember Smith
Councilmember Fong

No: 0

Abstain: 2 - Councilmember Hendricks
Councilmember Goldman

MOTION: Vice Mayor Melton moved and Councilmember Goldman seconded the motion to appoint Wendi Zhang to the Planning Commission term expiring 6/30/2023.

The motion to appoint failed with the following vote:

Yes: 4 - Councilmember Larsson
Councilmember Hendricks
Councilmember Smith
Councilmember Goldman

No: 0

Abstain: 3 - Mayor Klein
Vice Mayor Melton
Councilmember Fong

Carol Weiss, having recieved more yes votes, was appointed to the Planning Commission to serve a term expiring 6/30/2023.

Ballot 2

Board of Library Trustees
(one term to 6/30/2023)

Applicant: Narottam Joshi (2nd preference)
VOTE: 0-0-7

Applicant: Mark Isaak (only preference)
VOTE: 5-0-2 (Abstentions by Councilmembers Goldman and Smith)

Applicant: Jefferey Brenion (only preference)
VOTE: 2-0-5 (Yes by Councilmembers Goldman and Smith)

Mark Isaak was appointed to the Board of Library Trustees to serve a term expiring 6/30/2023

Ballot 3

Housing and Human Services Commission
(one term to 6/30/2023)

Applicant: Narottam Joshi (3rd preference)
VOTE: 2-0-5 (Yes by Vice Mayor Melton and Councilmember Smith)

Applicant: Emily White (only preference)

VOTE: 5-0-2 (Abstentions by Councilmembers Fong and Larsson)

Emily White was appointed to the Housing and Human Services Commission to serve a term expiring 6/30/2023.

Ballot 4

Sustainability Commission
(one term to 6/30/2023)

Applicant: Narottam Joshi (Category One - 4th preference)

VOTE: 0-0-7

Applicant: Murali Srinivasan (Category One - only preference)

VOTE: 7-0-0

Murali Srinivasan was appointed to the Sustainability Commission to serve a term expiring 6/30/2023.

Ballot 5

Housing and Human Services Commission
(one term to 6/30/2022)

Applicant: Narottam Joshi (3rd preference)

VOTE: 2-0-5 (Yes by Councilmembers Goldman and Smith)

No applicant recieved sufficient votes for appointment.

5 [19-0357](#) Annual Review of Proposed Fees and Charges for Fiscal Year
2019/20

Finance Director Tim Kirby provided the staff report.

Public Hearing opened at 7:33 p.m.

No speakers.

Public Hearing closed at 7:33 p.m.

No action taken.

6 [19-0309](#) Approve Budget Modification No. 19 for the Golf and Tennis Operations

Finance Director Tim Kirby provided the staff report.

Public Hearing opened at 7:40 p.m.

No speakers.

Public Hearing closed at 7:40 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Larsson seconded the motion to approve Alternative 1: Approve Budget Modification No. 19 to recognize \$472,771 in revenue and appropriate \$720,197 in operating expenses in the Golf and Tennis Operations Fund to operate Barrel 19 Bistro & Bar (Barrel 19) at Sunnyvale Golf Course and approve a \$400,000 transfer from General Fund to the Golf and Tennis Operations Fund.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
 Vice Mayor Melton
 Councilmember Larsson
 Councilmember Hendricks
 Councilmember Smith
 Councilmember Goldman
 Councilmember Fong

No: 0

7 [19-0644](#) Request that the City Council Provide Direction to Staff on Flying the Pride Flag at City Hall

Assistant City Manager Teri Silva provided the staff report.

Public Hearing opened at 7:46 p.m.

Richard Mehlinger supported flying the Pride Flag at City Hall.

Public Hearing closed at 7:47 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Larsson seconded the motion to direct the City Manager to fly the Pride Flag at Sunnyvale City Hall campus in recognition of Pride Month.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Melton
Councilmember Larsson
Councilmember Hendricks
Councilmember Smith
Councilmember Goldman
Councilmember Fong

No: 0

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Councilmember Smith advised she will be attending a Silicon Valley Clean Energy meeting and a Housing, Community, and Economic Development Policy Committee meeting. She summarized the agendas and requested feedback from Councilmembers.

Councilmember Hendricks requested the housing progress and policies in Sunnyvale be highlighted.

Councilmember Goldman suggested a focus on incentives instead of mandates.

Mayor Klein reported the Metropolitan Transit Commission has gathered comments from cities, including comments from Sunnyvale. He shared an upcoming meeting with State Assemblymember David Chiu.

NON-AGENDA ITEMS & COMMENTS

-Council

Mayor Klein announced the upcoming Summer Series Music + Market.

-City Manager

None.

INFORMATION ONLY REPORTS/ITEMS

- [19-0602](#) Board/Commission Resignation (Information Only)
- [19-0533](#) Information/Action Items
- [19-0534](#) Board/Commission Meeting Minutes
- [19-0515](#) Tentative Council Meeting Agenda Calendar

ADJOURNMENT

Mayor Klein adjourned the meeting at 8:14 p.m.



City of Sunnyvale

Agenda Item

19-0334

Agenda Date: 6/18/2019

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>
975	05-26-19 through 06-01-19	\$4,163,655.68

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

6/4/2019

City of Sunnyvale

LIST # 975

Page 1

List of All Claims and Bills Approved for Payment
For Payments Dated 5/26/2019 through 6/1/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx9505	5/29/19	ABEL A VARGAS	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	214.55	0.00	214.55	\$214.55
xxx9506	5/29/19	AIMEE FOSBENNER	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	93.46	0.00	93.46	\$93.46
xxx9507	5/29/19	ALI FATAPOUR	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	2,011.50	0.00	2,011.50	\$2,011.50
xxx9508	5/29/19	ANNABEL YURUTUCU	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	649.07	0.00	649.07	\$649.07
xxx9509	5/29/19	BRICE MCQUEEN	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,344.82	0.00	1,344.82	\$1,344.82
xxx9510	5/29/19	BYRON K PIPKIN	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	937.56	0.00	937.56	\$937.56
xxx9511	5/29/19	CATHY HAYNES	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,374.86	0.00	1,374.86	\$1,374.86
xxx9512	5/29/19	CHRIS CARRION	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	749.50	0.00	749.50	\$749.50
xxx9513	5/29/19	CHRISTINE MENDOZA	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	649.07	0.00	649.07	\$649.07
xxx9514	5/29/19	CORYN CAMPBELL	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	330.86	0.00	330.86	\$330.86
xxx9515	5/29/19	DAN HAMMONS	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,064.36	0.00	1,064.36	\$1,064.36
xxx9516	5/29/19	DAVID A LEWIS	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	649.07	0.00	649.07	\$649.07
xxx9517	5/29/19	DAVID KAHN	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	761.63	0.00	761.63	\$761.63
xxx9518	5/29/19	DAVID L VERBRUGGE	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,413.19	0.00	1,413.19	\$1,413.19
xxx9519	5/29/19	DEAN CHU	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,058.15	0.00	1,058.15	\$1,058.15
xxx9520	5/29/19	DON JOHNSON	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	383.38	0.00	383.38	\$383.38
xxx9521	5/29/19	DOUGLAS MORETTO	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,120.01	0.00	1,120.01	\$1,120.01

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xxx9522	5/29/19	ENCARNACION HERNANDEZ	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	113.38	0.00	113.38	\$113.38
xxx9523	5/29/19	ERWIN YOUNG	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	749.50	0.00	749.50	\$749.50
xxx9524	5/29/19	ESTRELLA KAWCZYNSKI	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	187.74	0.00	187.74	\$187.74
xxx9525	5/29/19	EUGENE J WADDELL	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	424.68	0.00	424.68	\$424.68
xxx9526	5/29/19	FRANK J GRGURINA	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	560.01	0.00	560.01	\$560.01
xxx9527	5/29/19	GAIL SWEGLES	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	98.02	0.00	98.02	\$98.02
xxx9528	5/29/19	GARY K CARLS	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	349.24	0.00	349.24	\$349.24
xxx9529	5/29/19	GARY LUEBBERS	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	362.76	0.00	362.76	\$362.76
xxx9530	5/29/19	GREGORY E KEVIN	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	745.56	0.00	745.56	\$745.56
xxx9531	5/29/19	JAMES BOUZIANE	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	749.50	0.00	749.50	\$749.50
xxx9532	5/29/19	JEFFREY PLECQUE	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,198.56	0.00	1,198.56	\$1,198.56
xxx9533	5/29/19	JEROME P AMMERMAN	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	659.06	0.00	659.06	\$659.06
xxx9534	5/29/19	JOHN DEBATTISTA	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	214.55	0.00	214.55	\$214.55
xxx9535	5/29/19	JOHN HOWE	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	649.07	0.00	649.07	\$649.07
xxx9536	5/29/19	JOHN S WITTHAUS	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,374.86	0.00	1,374.86	\$1,374.86
xxx9537	5/29/19	KAREN WOBLESKY	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,344.82	0.00	1,344.82	\$1,344.82
xxx9538	5/29/19	KELLY FITZGERALD	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	745.56	0.00	745.56	\$745.56
xxx9539	5/29/19	KELLY MENEHAN	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	233.69	0.00	233.69	\$233.69

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xxx9540	5/29/19	KLAUS DAEHNE	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	449.70	0.00	449.70	\$449.70
xxx9541	5/29/19	MARK G PETERSEN	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,374.86	0.00	1,374.86	\$1,374.86
xxx9542	5/29/19	MICHAEL A CHAN	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,344.82	0.00	1,344.82	\$1,344.82
xxx9543	5/29/19	MIKE ECCLES	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,120.01	0.00	1,120.01	\$1,120.01
xxx9544	5/29/19	PETE GONDA	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,646.90	0.00	1,646.90	\$1,646.90
xxx9545	5/29/19	UNIT #303	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	361.17	0.00	361.17	\$361.17
xxx9546	5/29/19	ROBERT WALKER	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,945.72	0.00	1,945.72	\$1,945.72
xxx9547	5/29/19	RONALD DALBA	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	745.56	0.00	745.56	\$745.56
xxx9548	5/29/19	SCOTT MORTON	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	659.06	0.00	659.06	\$659.06
xxx9549	5/29/19	SILVIA MARTINS	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	749.50	0.00	749.50	\$749.50
xxx9550	5/29/19	SIMON C LEMUS	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,385.92	0.00	1,385.92	\$1,385.92
xxx9551	5/29/19	STEPHEN QUICK	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,374.86	0.00	1,374.86	\$1,374.86
xxx9552	5/29/19	STEVEN D PIGOTT	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	591.23	0.00	591.23	\$591.23
xxx9553	5/29/19	TAMMY PARKHURST	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	330.86	0.00	330.86	\$330.86
xxx9554	5/29/19	THERESE BALBO	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,481.51	0.00	1,481.51	\$1,481.51
xxx9555	5/29/19	TIM CARLYLE	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	745.56	0.00	745.56	\$745.56
xxx9556	5/29/19	TIM JOHNSON	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	745.56	0.00	745.56	\$745.56
xxx9557	5/29/19	VINCENT CHETCUTI	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	2,011.50	0.00	2,011.50	\$2,011.50

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xxx9558	5/29/19	WILLIAM BIELINSKI	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	330.86	0.00	330.86	\$330.86
xxx314210	5/28/19	22ND CENTURY TECHNOLOGIES INC	46997	Professional Services	1,760.00	0.00	1,760.00	\$1,760.00
xxx314211	5/28/19	ABBOTT & KINDERMANN INC	1A	Engineering Services	700.00	0.00	700.00	\$700.00
xxx314212	5/28/19	ACCESS HARDWARE	5722370-IN	Bldg Maint Matls & Supplies	515.19	0.00	515.19	\$515.19
xxx314213	5/28/19	AGILENT TECHNOLOGIES INC	117064048	General Supplies	373.75	0.00	373.75	\$373.75
xxx314214	5/28/19	ALWAYS UNDER PRESSURE	89585	Equipment Rental/Lease	1,376.55	0.00	1,376.55	\$2,753.10
			89873	Equipment Rental/Lease	1,376.55	0.00	1,376.55	
xxx314215	5/28/19	APEX SYSTEMS LLC	0004635113	Salaries - Contract Personnel	1,320.00	0.00	1,320.00	\$2,640.00
			0004635114	Salaries - Contract Personnel	1,320.00	0.00	1,320.00	
xxx314216	5/28/19	APTIM ENVIRONMENTAL & INFRASTRUCTURE INC	447394	Consultants	6,498.86	0.00	6,498.86	\$6,498.86
xxx314217	5/28/19	ASCENT ENVIRONMENTAL	18010029.01-1	Consultants	2,949.00	0.00	2,949.00	\$12,041.75
			18010029.01-2	Consultants	7,274.20	0.00	7,274.20	
			18010029.01-3	Consultants	1,818.55	0.00	1,818.55	
xxx314218	5/28/19	AVENU MUNISERVICES LLC	INV06-005667	Financial Services	25,200.00	0.00	25,200.00	\$25,200.00
xxx314219	5/28/19	BAY-VALLEY PEST CONTROL INC	0257071	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	\$450.00
			0257072	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0257073	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0257074	Facilities Maintenance & Repair Labor	72.00	0.00	72.00	
			0257075	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	
			0257086	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			10257070	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
xxx314220	5/28/19	BOB GREENE	MAY/18/2019	Miscellaneous Services	350.00	0.00	350.00	\$350.00
xxx314221	5/28/19	BOUND TREE MEDICAL LLC	8203736	Miscellaneous Equipment	2,113.38	0.00	2,113.38	\$2,113.38
xxx314222	5/28/19	CALCON SYSTEMS INC	44450	Contracts/Service Agreements	1,582.50	0.00	1,582.50	\$1,582.50
xxx314223	5/28/19	CALIFORNIA SCIENCE AND TECH UNIVERSITY	112	DED Services/Training - Training	600.00	0.00	600.00	\$600.00
xxx314224	5/28/19	CORINNE OESTREICH	MAY/18/2019	Miscellaneous Services	100.00	0.00	100.00	\$100.00
xxx314225	5/28/19	COUNTY OF SANTA CLARA OFC OF THE SHERIFF	1800068017	Prisoner Transport - Transport	268.66	0.00	268.66	\$268.66
xxx314226	5/28/19	CRYING UNCLE	MAY/18/2019	Miscellaneous Services	400.00	0.00	400.00	\$400.00

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xxx314227	5/28/19	DU-ALL SAFETY	20740	Occupational Health and Safety Services - Other	5,270.00	0.00	5,270.00	\$8,292.50
			20740	Electrical Parts & Supplies	775.00	0.00	775.00	
			20740	Training and Conferences	2,247.50	0.00	2,247.50	
xxx314228	5/28/19	E-Z-GO TEXTRON INC	91773398	Parts, Vehicles & Motor Equip	187.47	0.00	187.47	\$2,157.34
			91774945	Parts, Vehicles & Motor Equip	41.73	0.00	41.73	
			91777620	Parts, Vehicles & Motor Equip	1,601.19	0.00	1,601.19	
			91786142	Parts, Vehicles & Motor Equip	326.95	0.00	326.95	
xxx314229	5/28/19	ENVIRONMENTAL RESOURCE ASSOC	902289	Water Lab Services	3,114.24	0.00	3,114.24	\$3,114.24
xxx314230	5/28/19	F&M BANK	PRMRTYRTMT 2#21	Construction Project Contract Retainage	242,308.90	0.00	242,308.90	\$242,308.90
xxx314231	5/28/19	FISHER SCIENTIFIC CO LLC	1067492	General Supplies	51.36	0.00	51.36	\$948.14
			1174315	General Supplies	64.80	0.00	64.80	
			1478529	General Supplies	831.98	0.00	831.98	
xxx314232	5/28/19	FIX AIR	3045095	Bldg Maint Matls & Supplies	57.68	0.00	57.68	\$57.68
xxx314233	5/28/19	FLEETPRIDE INC	26447660	Parts, Vehicles & Motor Equip	22.39	0.00	22.39	\$22.39
xxx314234	5/28/19	FRANCISCO & ASSOC INC	3132	Engineering Services	3,945.00	0.00	3,945.00	\$3,945.00
xxx314235	5/28/19	GOLDEN GATE MECHANICAL INC	33387	Facilities Maintenance & Repair Labor	176.00	0.00	176.00	\$176.00
xxx314236	5/28/19	GOLDER ASSOC INC	546531	Engineering Services	231.53	0.00	231.53	\$231.53
xxx314237	5/28/19	ICMA MEMBERSHIP RENEWALS	JG #551298	Prepaid Goods, Services or Obligations	1,400.00	0.00	1,400.00	\$1,400.00
xxx314238	5/28/19	IDEXX DISTRIBUTION INC	3047093464	General Supplies	4,609.39	0.00	4,609.39	\$4,609.39
xxx314239	5/28/19	IPS GROUP INC	42137	Credit Card Fees	624.33	0.00	624.33	\$624.33
xxx314240	5/28/19	KELLY MOORE PAINT CO INC	820-380452	Bldg Maint Matls & Supplies	43.59	0.00	43.59	\$43.59
xxx314242	5/28/19	LEVEL 3 COMMUNICATIONS LLC	79481565	Telecommunication Services	3,657.09	0.00	3,657.09	\$7,314.18
			80428523	Telecommunication Services	3,657.09	0.00	3,657.09	
xxx314243	5/28/19	MUNICIPAL PLAN CHECK SERVICES, INC.	1088	Consultants	49,125.00	0.00	49,125.00	\$49,125.00
xxx314244	5/28/19	NAPA AUTO PARTS	5983-468730	Inventory Purchase	428.59	8.57	420.02	\$453.28
			5983-469431	Inventory Purchase	33.94	0.68	33.26	
xxx314245	5/28/19	NICHOLS CONSULTING ENGINEERS	218195503	Engineering Services	22,096.42	0.00	22,096.42	\$22,096.42
xxx314246	5/28/19	OMEGA ENGRAVING	2496	General Supplies	16.50	0.00	16.50	\$122.25
			2825	General Supplies	105.75	0.00	105.75	
xxx314247	5/28/19	ORLANDI TRAILER INC	179224	Parts, Vehicles & Motor Equip	8.72	0.00	8.72	\$40.38

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			179289	Parts, Vehicles & Motor Equip	31.66	0.00	31.66	
xxx314248	5/28/19	P&R PAPER SUPPLY CO INC	30256486-01	Inventory Purchase	38.76	0.00	38.76	\$38.76
xxx314249	5/28/19	PEARSON BUICK GMC	158535	Automotive Maintenance & Repair Labor	180.00	0.00	180.00	\$315.60
			336803	Parts, Vehicles & Motor Equip	67.80	0.00	67.80	
			337133	Parts, Vehicles & Motor Equip	67.80	0.00	67.80	
xxx314250	5/28/19	PETERSON TRUCKS	178903P	Parts, Vehicles & Motor Equip	159.80	0.00	159.80	\$159.80
xxx314251	5/28/19	PINE CONE LUMBER CO INC	5842	Inventory Purchase	1,304.17	11.86	1,292.31	\$1,292.31
xxx314252	5/28/19	PLACEWORKS INC	68741	Consultants	32,555.45	0.00	32,555.45	\$32,555.45
xxx314253	5/28/19	RDO EQUIPMENT CO	P84846	Parts, Vehicles & Motor Equip	311.79	0.00	311.79	\$622.49
			P85120	Parts, Vehicles & Motor Equip	310.70	0.00	310.70	
xxx314254	5/28/19	READYREFRESH BY NESTLE	09E0029664380	Food Products	42.66	0.00	42.66	\$223.05
			19E0023360647	General Supplies	3.26	0.00	3.26	
			19E5727863002	General Supplies	55.64	0.00	55.64	
			19E5736476002	General Supplies	36.17	0.00	36.17	
			19E5740154009	General Supplies	29.68	0.00	29.68	
			19E5740156004	General Supplies	55.64	0.00	55.64	
xxx314255	5/28/19	ROYAL BRASS INC	894986-001	Parts, Vehicles & Motor Equip	264.83	0.00	264.83	\$2,426.14
			895163-001	Parts, Vehicles & Motor Equip	15.26	0.00	15.26	
			895357-001	Parts, Vehicles & Motor Equip	296.55	0.00	296.55	
			895621001	Parts, Vehicles & Motor Equip	0.00	0.00	0.00	
			895621-001	Parts, Vehicles & Motor Equip	546.24	0.00	546.24	
			895629-001	Parts, Vehicles & Motor Equip	45.08	0.00	45.08	
			895633-001	Parts, Vehicles & Motor Equip	137.53	0.00	137.53	
			895733-001	Parts, Vehicles & Motor Equip	124.33	0.00	124.33	
			896227-001	Parts, Vehicles & Motor Equip	186.22	0.00	186.22	
			896254-001	Parts, Vehicles & Motor Equip	324.25	0.00	324.25	
			896255-001	Parts, Vehicles & Motor Equip	242.28	0.00	242.28	
			896360-001	Parts, Vehicles & Motor Equip	243.57	0.00	243.57	
xxx314257	5/28/19	SCS ENGINEERS	0349226	Engineering Services	390.00	0.00	390.00	\$390.00
xxx314258	5/28/19	SCS FIELD SERVICES INC	0349205	Engineering Services	764.00	0.00	764.00	\$764.00
xxx314259	5/28/19	SAFETY CENTER INC	78595	Training and Conferences	1,500.00	0.00	1,500.00	\$1,500.00

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xxx314260	5/28/19	SAFEWAY INC	720827-041019R	Food Products	-10.00	0.00	-10.00	\$47.01
			720827-042019	Food Products	10.00	0.00	10.00	
			801261-052119	Food Products	16.97	0.00	16.97	
			801741-052319	Food Products	30.04	0.00	30.04	
xxx314261	5/28/19	SHRED-IT USA	8127163241	Records Related Services	291.00	0.00	291.00	\$291.00
xxx314262	5/28/19	SILICON VALLEY AUTOBODY INC	40999	Auto Maint & Repair - Labor	2,513.00	0.00	2,513.00	\$5,796.08
			40999	Auto Maint & Repair - Materials	3,283.08	0.00	3,283.08	
xxx314263	5/28/19	SILICON VALLEY POLYTECHNIC INSTITUTE	05222019-621	DED Services/Training - Training	285.00	0.00	285.00	\$562.50
			05222019-622	DED Services/Training - Training	277.50	0.00	277.50	
xxx314264	5/28/19	SILICON VALLEY SECURITY & PATROL INC	2041934	Miscellaneous Services	137.50	0.00	137.50	\$137.50
xxx314265	5/28/19	SUBURBAN PROPANE	2425788	Fuel, Oil & Lubricants	25.12	0.00	25.12	\$25.12
xxx314266	5/28/19	SYNAGRO-WWT INC	03-104343	Miscellaneous Services	244,430.06	0.00	244,430.06	\$244,430.06
xxx314267	5/28/19	TJKM	0048339	Engineering Services	6,131.66	0.00	6,131.66	\$6,131.66
xxx314268	5/28/19	TURF & INDUSTRIAL EQUIPMENT CO	IV30258	Parts, Vehicles & Motor Equip	131.32	0.00	131.32	\$1,040.40
			IV30258A	Parts, Vehicles & Motor Equip	20.19	0.00	20.19	
			IV30278	Parts, Vehicles & Motor Equip	79.23	0.00	79.23	
			IV30343	Parts, Vehicles & Motor Equip	7.44	0.00	7.44	
			IV30368	Parts, Vehicles & Motor Equip	8.43	0.00	8.43	
			IV30445	Parts, Vehicles & Motor Equip	121.77	0.00	121.77	
			IV30576	Parts, Vehicles & Motor Equip	313.89	0.00	313.89	
			IV30577	Parts, Vehicles & Motor Equip	306.04	0.00	306.04	
			IV30608	Parts, Vehicles & Motor Equip	52.09	0.00	52.09	
xxx314269	5/28/19	USA BLUEBOOK	892569	General Supplies	355.01	0.00	355.01	\$355.01
xxx314270	5/28/19	UNIVAR USA INC	SJ940925	Chemicals	3,204.25	0.00	3,204.25	\$3,204.25
xxx314271	5/28/19	UNIVERSITY OF CALIFORNIA SANTA CRUZ	58107	DED Services/Training - Training	510.00	0.00	510.00	\$7,913.00
			58117	DED Services/Training - Training	600.00	0.00	600.00	
			58174	DED Services/Training - Training	518.00	0.00	518.00	
			58278	DED Services/Training - Training	449.00	0.00	449.00	
			58303	DED Services/Training - Training	436.00	0.00	436.00	
			58491	DED Services/Training - Training	5,400.00	0.00	5,400.00	
xxx314272	5/28/19	WESTERN STATES TOOL & SUPPLY CORP						\$522.87

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			148774	Inventory Purchase	522.87	0.00	522.87	
xxx314273	5/28/19	YAMAHA MOTOR FINANCE CORP USA	670854	Equipment Rental/Lease	5,973.20	0.00	5,973.20	\$5,973.20
xxx314274	5/28/19	ZALCO LABORATORIES	1905063	Miscellaneous Services	390.00	0.00	390.00	\$390.00
xxx314275	5/28/19	ALBERT J SCOTT	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	144.56	0.00	144.56	\$144.56
xxx314276	5/28/19	BEAT THE LOCK PRODUCTIONS LLC	JUNE/19/2019	Miscellaneous Services	162.00	0.00	162.00	\$162.00
xxx314277	5/28/19	CHARLES S EANEFF JR	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,385.92	0.00	1,385.92	\$1,385.92
xxx314278	5/28/19	CYNTHIA J HOWELLS	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	564.78	0.00	564.78	\$564.78
xxx314279	5/28/19	DEAN S RUSSELL	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,413.19	0.00	1,413.19	\$1,413.19
xxx314280	5/28/19	GLEN FORTIN	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	941.90	0.00	941.90	\$941.90
xxx314281	5/28/19	NANCY BOLGARD STEWARD	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	1,344.82	0.00	1,344.82	\$1,344.82
xxx314282	5/28/19	PACIFIC GAS & ELECTRIC CO	100023460519	Utilities - Electric	1,328.35	0.00	1,328.35	\$10,548.20
			11059228290419	Utilities - Electric	54.59	0.00	54.59	
			11059229930419	Utilities - Electric	64.83	0.00	64.83	
			35600081570419	Utilities - Electric	31.97	0.00	31.97	
			35602171200419	Utilities - Electric	26.52	0.00	26.52	
			35604437160419	Utilities - Electric	25.90	0.00	25.90	
			35606224450419	Utilities - Electric	17.44	0.00	17.44	
			35607191900419	Utilities - Electric	37.42	0.00	37.42	
			35608567660419	Utilities - Electric	35.82	0.00	35.82	
			35611839590419	Utilities - Electric	0.65	0.00	0.65	
			35612262510419	Utilities - Electric	38.43	0.00	38.43	
			35613458020419	Utilities - Electric	18.89	0.00	18.89	
			35615386140419	Utilities - Electric	14.62	0.00	14.62	
			35615568540419	Utilities - Electric	45.17	0.00	45.17	
			35616646260419	Utilities - Electric	26.59	0.00	26.59	
			35617117850419	Utilities - Electric	19.03	0.00	19.03	
			35619832010419	Utilities - Electric	7.97	0.00	7.97	

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			35620251620419	Utilities - Electric	15.19	0.00	15.19	
			35621388650419	Utilities - Electric	22.22	0.00	22.22	
			35622378290419	Utilities - Electric	26.92	0.00	26.92	
			35622803790419	Utilities - Electric	32.48	0.00	32.48	
			35623203290419	Utilities - Electric	29.42	0.00	29.42	
			35623495080419	Utilities - Electric	29.23	0.00	29.23	
			35624668430419	Utilities - Electric	29.22	0.00	29.22	
			35625361150419	Utilities - Electric	15.48	0.00	15.48	
			35629588410419	Utilities - Electric	36.47	0.00	36.47	
			35630370110419	Utilities - Electric	31.33	0.00	31.33	
			35630869420419	Utilities - Electric	20.04	0.00	20.04	
			35631755360419	Utilities - Electric	27.70	0.00	27.70	
			35632810380419	Utilities - Electric	16.89	0.00	16.89	
			35634101590419	Utilities - Electric	41.46	0.00	41.46	
			35635840130419	Utilities - Electric	25.80	0.00	25.80	
			35635878160419	Utilities - Electric	22.35	0.00	22.35	
			35638635000419	Utilities - Electric	33.00	0.00	33.00	
			35639668520419	Utilities - Electric	16.64	0.00	16.64	
			35641783140419	Utilities - Electric	26.39	0.00	26.39	
			35642309020419	Utilities - Electric	25.98	0.00	25.98	
			35642590020419	Utilities - Electric	25.12	0.00	25.12	
			35642590100419	Utilities - Electric	51.62	0.00	51.62	
			35642590150419	Utilities - Electric	42.29	0.00	42.29	
			35642590200419	Utilities - Electric	43.88	0.00	43.88	
			35642590250419	Utilities - Electric	75.73	0.00	75.73	
			35642590300419	Utilities - Electric	73.35	0.00	73.35	
			35642590350419	Utilities - Electric	55.55	0.00	55.55	
			35642590400419	Utilities - Electric	80.23	0.00	80.23	
			35642590450419	Utilities - Electric	51.86	0.00	51.86	
			35642590460419	Utilities - Electric	12.45	0.00	12.45	
			35642590500419	Utilities - Electric	44.26	0.00	44.26	

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			35642590650419	Utilities - Electric	49.83	0.00	49.83	
			35642590700419	Utilities - Electric	69.92	0.00	69.92	
			35642590800419	Utilities - Electric	65.53	0.00	65.53	
			35642590850419	Utilities - Electric	42.69	0.00	42.69	
			35642590950419	Utilities - Electric	21.69	0.00	21.69	
			35642591000419	Utilities - Electric	49.94	0.00	49.94	
			35642591050419	Utilities - Electric	54.61	0.00	54.61	
			35642591100419	Utilities - Electric	48.21	0.00	48.21	
			35642591150419	Utilities - Electric	57.54	0.00	57.54	
			35642591210419	Utilities - Electric	30.28	0.00	30.28	
			35642591250419	Utilities - Electric	63.05	0.00	63.05	
			35642591300419	Utilities - Electric	35.32	0.00	35.32	
			35642591310419	Utilities - Electric	12.09	0.00	12.09	
			35642591350419	Utilities - Electric	71.32	0.00	71.32	
			35642591400419	Utilities - Electric	60.12	0.00	60.12	
			35642591450419	Utilities - Electric	43.18	0.00	43.18	
			35642591500419	Utilities - Electric	36.32	0.00	36.32	
			35642591550419	Utilities - Electric	40.10	0.00	40.10	
			35642591600419	Utilities - Electric	45.37	0.00	45.37	
			35642591650419	Utilities - Electric	64.91	0.00	64.91	
			35642591700419	Utilities - Electric	47.08	0.00	47.08	
			35642591750419	Utilities - Electric	53.74	0.00	53.74	
			35642591800419	Utilities - Electric	38.52	0.00	38.52	
			35642591850419	Utilities - Electric	42.80	0.00	42.80	
			35642591900419	Utilities - Electric	39.73	0.00	39.73	
			35642591930419	Utilities - Electric	33.38	0.00	33.38	
			35642591940419	Utilities - Electric	22.32	0.00	22.32	
			35642591950419	Utilities - Electric	58.55	0.00	58.55	
			35642592000419	Utilities - Electric	62.67	0.00	62.67	
			35642592050419	Utilities - Electric	65.80	0.00	65.80	
			35642592070419	Utilities - Electric	23.38	0.00	23.38	

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			35642592100419	Utilities - Electric	55.55	0.00	55.55	
			35642592130419	Utilities - Electric	16.75	0.00	16.75	
			35642592150419	Utilities - Electric	48.68	0.00	48.68	
			35642592190419	Utilities - Electric	40.34	0.00	40.34	
			35642592200419	Utilities - Electric	53.11	0.00	53.11	
			35642592250419	Utilities - Electric	23.39	0.00	23.39	
			35642592300419	Utilities - Electric	42.17	0.00	42.17	
			35642592350419	Utilities - Electric	10.96	0.00	10.96	
			35642592400419	Utilities - Electric	69.32	0.00	69.32	
			35642592450419	Utilities - Electric	40.09	0.00	40.09	
			35642592500419	Utilities - Electric	43.34	0.00	43.34	
			35642592550419	Utilities - Electric	63.99	0.00	63.99	
			35642592600419	Utilities - Electric	50.55	0.00	50.55	
			35642592650419	Utilities - Electric	61.52	0.00	61.52	
			35642592700419	Utilities - Electric	54.86	0.00	54.86	
			35642592750419	Utilities - Electric	46.52	0.00	46.52	
			35642592800419	Utilities - Electric	77.88	0.00	77.88	
			35642592850419	Utilities - Electric	46.63	0.00	46.63	
			35642592900419	Utilities - Electric	54.74	0.00	54.74	
			35642592950419	Utilities - Electric	59.61	0.00	59.61	
			35642593000419	Utilities - Electric	59.68	0.00	59.68	
			35642593100419	Utilities - Electric	59.31	0.00	59.31	
			35642593200419	Utilities - Electric	53.52	0.00	53.52	
			35642593210419	Utilities - Electric	30.14	0.00	30.14	
			35642593250419	Utilities - Electric	12.07	0.00	12.07	
			35642593260419	Utilities - Electric	26.24	0.00	26.24	
			35642593300419	Utilities - Electric	54.45	0.00	54.45	
			35642593350419	Utilities - Electric	71.61	0.00	71.61	
			35642593400419	Utilities - Electric	59.18	0.00	59.18	
			35642593410419	Utilities - Electric	13.91	0.00	13.91	
			35642593480419	Utilities - Electric	18.35	0.00	18.35	

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			35642593500419	Utilities - Electric	58.06	0.00	58.06	
			35642593550419	Utilities - Electric	43.58	0.00	43.58	
			35642593600419	Utilities - Electric	65.84	0.00	65.84	
			35642593650419	Utilities - Electric	58.44	0.00	58.44	
			35642593700419	Utilities - Electric	54.37	0.00	54.37	
			35642593750419	Utilities - Electric	38.18	0.00	38.18	
			35642593830419	Utilities - Electric	22.61	0.00	22.61	
			35642593850419	Utilities - Electric	9.86	0.00	9.86	
			35642593900419	Utilities - Electric	43.23	0.00	43.23	
			35642593950419	Utilities - Electric	38.01	0.00	38.01	
			35642593960419	Utilities - Electric	19.01	0.00	19.01	
			35642594000419	Utilities - Electric	52.31	0.00	52.31	
			35642594030419	Utilities - Electric	19.75	0.00	19.75	
			35642594050419	Utilities - Electric	30.92	0.00	30.92	
			35642594100419	Utilities - Electric	30.27	0.00	30.27	
			35642594150419	Utilities - Electric	43.82	0.00	43.82	
			35642594250419	Utilities - Electric	78.04	0.00	78.04	
			35642594260419	Utilities - Electric	19.90	0.00	19.90	
			35642594300419	Utilities - Electric	44.31	0.00	44.31	
			35642594310419	Utilities - Electric	19.32	0.00	19.32	
			35642594350419	Utilities - Electric	46.40	0.00	46.40	
			35642594400419	Utilities - Electric	41.96	0.00	41.96	
			35642594450419	Utilities - Electric	49.35	0.00	49.35	
			35642594500419	Utilities - Electric	33.36	0.00	33.36	
			35642594550419	Utilities - Electric	61.81	0.00	61.81	
			35642594600419	Utilities - Electric	60.81	0.00	60.81	
			35642594650419	Utilities - Electric	63.28	0.00	63.28	
			35642594700419	Utilities - Electric	61.07	0.00	61.07	
			35642594750419	Utilities - Electric	50.48	0.00	50.48	
			35642594800419	Utilities - Electric	55.52	0.00	55.52	
			35642594850419	Utilities - Electric	40.61	0.00	40.61	

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			35642594900419	Utilities - Electric	51.43	0.00	51.43	
			35642594950419	Utilities - Electric	66.72	0.00	66.72	
			35642595000419	Utilities - Electric	48.11	0.00	48.11	
			35642595050419	Utilities - Electric	57.83	0.00	57.83	
			35642595100419	Utilities - Electric	65.97	0.00	65.97	
			35642595150419	Utilities - Electric	48.60	0.00	48.60	
			35642595180419	Utilities - Electric	17.86	0.00	17.86	
			35642595200419	Utilities - Electric	53.65	0.00	53.65	
			35642595250419	Utilities - Electric	47.80	0.00	47.80	
			35642595260419	Utilities - Electric	41.64	0.00	41.64	
			35642595270419	Utilities - Electric	28.12	0.00	28.12	
			35642595300419	Utilities - Electric	47.68	0.00	47.68	
			35642595350419	Utilities - Electric	48.87	0.00	48.87	
			35642595400419	Utilities - Electric	50.09	0.00	50.09	
			35642595450419	Utilities - Electric	88.83	0.00	88.83	
			35642595500419	Utilities - Electric	38.51	0.00	38.51	
			35642595550419	Utilities - Electric	41.92	0.00	41.92	
			35642595600419	Utilities - Electric	40.98	0.00	40.98	
			35642595650419	Utilities - Electric	42.53	0.00	42.53	
			35642595700419	Utilities - Electric	50.22	0.00	50.22	
			35642595750419	Utilities - Electric	49.61	0.00	49.61	
			35642595800419	Utilities - Electric	44.56	0.00	44.56	
			35642595840419	Utilities - Electric	24.03	0.00	24.03	
			35642595850419	Utilities - Electric	79.72	0.00	79.72	
			35642595900419	Utilities - Electric	44.30	0.00	44.30	
			35642595950419	Utilities - Electric	80.36	0.00	80.36	
			35642596000419	Utilities - Electric	69.06	0.00	69.06	
			35642596050419	Utilities - Electric	53.82	0.00	53.82	
			35642596150419	Utilities - Electric	43.21	0.00	43.21	
			35642596180419	Utilities - Electric	20.09	0.00	20.09	
			35642596200419	Utilities - Electric	53.35	0.00	53.35	

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			35642596250419	Utilities - Electric	42.94	0.00	42.94	
			35642596300419	Utilities - Electric	42.26	0.00	42.26	
			35642596310419	Utilities - Electric	20.52	0.00	20.52	
			35642596350419	Utilities - Electric	40.62	0.00	40.62	
			35642596380419	Utilities - Electric	31.60	0.00	31.60	
			35642596390419	Utilities - Electric	23.70	0.00	23.70	
			35642596400419	Utilities - Electric	36.16	0.00	36.16	
			35642596450419	Utilities - Electric	68.32	0.00	68.32	
			35642596500419	Utilities - Electric	38.10	0.00	38.10	
			35642596700419	Utilities - Electric	24.31	0.00	24.31	
			35642596890419	Utilities - Electric	23.55	0.00	23.55	
			35642597310419	Utilities - Electric	20.38	0.00	20.38	
			35642597410419	Utilities - Electric	27.01	0.00	27.01	
			35642597560419	Utilities - Electric	17.07	0.00	17.07	
			35642597580419	Utilities - Electric	34.44	0.00	34.44	
			35642597780419	Utilities - Electric	24.06	0.00	24.06	
			35642598090419	Utilities - Electric	30.73	0.00	30.73	
			35642598240419	Utilities - Electric	9.86	0.00	9.86	
			35642598320419	Utilities - Electric	32.95	0.00	32.95	
			35642598500419	Utilities - Electric	18.55	0.00	18.55	
			35642598680419	Utilities - Electric	21.63	0.00	21.63	
			35642599030419	Utilities - Electric	25.63	0.00	25.63	
			35642599140419	Utilities - Electric	20.67	0.00	20.67	
			35642599220419	Utilities - Electric	35.30	0.00	35.30	
			35642599230419	Utilities - Electric	16.67	0.00	16.67	
			35642599630419	Utilities - Electric	46.57	0.00	46.57	
			35642599650419	Utilities - Electric	22.80	0.00	22.80	
			35642657100419	Utilities - Electric	24.75	0.00	24.75	
			35644680670419	Utilities - Electric	21.73	0.00	21.73	
			35646567580419	Utilities - Electric	6.59	0.00	6.59	
			35647525510419	Utilities - Electric	25.53	0.00	25.53	

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			35647587030419	Utilities - Electric	40.18	0.00	40.18	
			35650040160419	Utilities - Electric	26.30	0.00	26.30	
			35650072020419	Utilities - Electric	19.25	0.00	19.25	
			35650295620419	Utilities - Electric	23.23	0.00	23.23	
			35650736240419	Utilities - Electric	21.65	0.00	21.65	
			35651995910419	Utilities - Electric	22.86	0.00	22.86	
			35652446010419	Utilities - Electric	29.30	0.00	29.30	
			35652837430419	Utilities - Electric	17.80	0.00	17.80	
			35653850930419	Utilities - Electric	29.14	0.00	29.14	
			35654460380419	Utilities - Electric	23.16	0.00	23.16	
			35655027900419	Utilities - Electric	33.06	0.00	33.06	
			35658641990419	Utilities - Electric	19.76	0.00	19.76	
			35659521990419	Utilities - Electric	25.62	0.00	25.62	
			35659719430419	Utilities - Electric	35.03	0.00	35.03	
			35661606410419	Utilities - Electric	20.91	0.00	20.91	
			35662710140419	Utilities - Electric	19.90	0.00	19.90	
			35663598020419	Utilities - Electric	32.41	0.00	32.41	
			35664661630419	Utilities - Electric	28.49	0.00	28.49	
			35666020590419	Utilities - Electric	19.25	0.00	19.25	
			35666267911018	Utilities - Electric	14.83	0.00	14.83	
			35669864390419	Utilities - Electric	25.98	0.00	25.98	
			35671931870419	Utilities - Electric	19.43	0.00	19.43	
			35674252920419	Utilities - Electric	28.71	0.00	28.71	
			35674989850419	Utilities - Electric	20.26	0.00	20.26	
			35675679620419	Utilities - Electric	28.30	0.00	28.30	
			35676150740419	Utilities - Electric	35.39	0.00	35.39	
			35677237450419	Utilities - Electric	30.52	0.00	30.52	
			35677708710419	Utilities - Electric	21.04	0.00	21.04	
			35677904120419	Utilities - Electric	26.26	0.00	26.26	
			35679500460419	Utilities - Electric	31.12	0.00	31.12	
			35679745900419	Utilities - Electric	32.05	0.00	32.05	

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			35680001590419	Utilities - Electric	21.96	0.00	21.96	
			35681394250419	Utilities - Electric	17.62	0.00	17.62	
			35685267030419	Utilities - Electric	41.53	0.00	41.53	
			35690738200419	Utilities - Electric	24.60	0.00	24.60	
			35693522670419	Utilities - Electric	22.28	0.00	22.28	
			35695460940419	Utilities - Electric	26.92	0.00	26.92	
			35695887370419	Utilities - Electric	24.05	0.00	24.05	
			35699206580419	Utilities - Electric	1.30	0.00	1.30	
			74408230820419	Utilities - Electric	54.61	0.00	54.61	
xxx314301	5/28/19	ROBERT VAN HEUSEN	JUNE 2019	Insurances - Retiree Medical - Retiree Reimbursement	796.85	0.00	796.85	\$796.85
xxx314302	5/28/19	UNITED STATES POSTAL SERVICE	PERMITAPPL0519	Postage	945.00	0.00	945.00	\$945.00
xxx314303	5/28/19	GRACALL INTERNAIONAL SJC LLC	065212	Business License Tax	81.15	0.00	81.15	\$81.15
xxx314304	5/28/19	NATIONAL ELECTRIC & SERVICES INC	BL076289 19-20	Business License Tax	130.32	0.00	130.32	\$130.32
xxx314305	5/30/19	908 DEVICES	INV-COS1001	General Supplies	69,649.91	0.00	69,649.91	\$69,649.91
xxx314306	5/30/19	4LEAF INC	J3567U	Consultants	6,480.00	0.00	6,480.00	\$6,480.00
xxx314307	5/30/19	AFCO AVPORTS MANAGEMENT LLC	NUQ-19-11690	Real Property Rental/Lease	66,438.00	0.00	66,438.00	\$66,438.00
xxx314308	5/30/19	AARON TRIEU	CK REQ 19-178	DED Services/Training - Books	150.00	0.00	150.00	\$150.00
xxx314309	5/30/19	ACE FIRE EQUIPMENT & SERVICE CO INC	S-5466	Facilities Maintenance & Repair Labor	1,100.00	0.00	1,100.00	\$1,100.00
xxx314310	5/30/19	AFFORDABLE TURF & SPECIALTY TIRE	4031355	Parts, Vehicles & Motor Equip	159.91	0.00	159.91	\$159.91
xxx314311	5/30/19	ALMADEN PRESS	139362	Printing & Related Services	1,643.72	0.00	1,643.72	\$1,839.92
			139583	Printing & Related Services	196.20	0.00	196.20	
xxx314312	5/30/19	AUSTIN GREGORY	SMS-B3-AG	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
xxx314313	5/30/19	BAUER COMPRESSORS INC	0000253421	Safety Equipment Maintenance & Repair	586.23	0.00	586.23	\$586.23
xxx314314	5/30/19	BEE FRIENDLY HONEY BEE MGMT SOLUTIONS	5900	Water Meters	550.00	0.00	550.00	\$550.00
xxx314315	5/30/19	BURTONS FIRE INC	S43563	Parts, Vehicles & Motor Equip	157.01	0.00	157.01	\$1,209.91
			S44712	Parts, Vehicles & Motor Equip	1,052.90	0.00	1,052.90	
xxx314316	5/30/19	CSAC EXCESS INSURANCE AUTHORITY	6034	Insurances - Life/AD&D Insurance	17,396.09	0.00	17,396.09	\$43,238.40
			6034	Insurances - Long Term Disability	25,842.31	0.00	25,842.31	
xxx314317	5/30/19	CALIFORNIA MUNICIPAL UTILITIES ASSN	19-0318	Prepaid Goods, Services or Obligations	5,595.00	0.00	5,595.00	\$5,595.00

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xxx314318	5/30/19	CALIFORNIA SPORTS CENTER	052119AESTRA DA	Refund Recreation Fees	79.00		0.00	79.00	\$158.00
			052119JESTRAD A	Refund Recreation Fees	79.00		0.00	79.00	
xxx314319	5/30/19	CAREERSTART LLC	1001	DED Services/Training - Training	2,700.00		0.00	2,700.00	\$2,700.00
xxx314320	5/30/19	COAST COUNTIES PETERBILT	0176366P	Parts, Vehicles & Motor Equip	59.33		0.00	59.33	\$59.33
xxx314321	5/30/19	CREATIVE SECURITY COMPANY INC	51450	Professional Services	1,991.00		0.00	1,991.00	\$1,991.00
xxx314322	5/30/19	DBT CENTER OF SILICON VALLEY	4	Professional Services	200.00		0.00	200.00	\$200.00
xxx314323	5/30/19	DENNYS #7218	325581	Prisoner Meals	31.13		0.00	31.13	\$31.13
xxx314324	5/30/19	ELECTRO-MOTION INC	1223-12162	Facilities Maint & Repair - Labor	734.60		0.00	734.60	\$880.45
			1223-12162	Facilities Maint & Repair - Materials	145.85		0.00	145.85	
xxx314325	5/30/19	FEDEX	6-548-46538	General Supplies	12.31		0.00	12.31	\$19.61
			6-555-99834	General Supplies	7.30		0.00	7.30	
xxx314326	5/30/19	FEHR & PEERS	129708	Services Maintain Land Improv	15,537.97		0.00	15,537.97	\$17,157.60
			130046	Professional Services	1,619.63		0.00	1,619.63	
xxx314327	5/30/19	FIX AIR	3045204	Bldg Maint Matls & Supplies	1,415.75		0.00	1,415.75	\$1,415.75
xxx314328	5/30/19	FOSTER BROS SECURITY SYSTEMS INC	310486	Bldg Maint Matls & Supplies	239.80		0.00	239.80	\$239.80
xxx314329	5/30/19	G2 SOLUTIONS INC	INV-000696	Pre-Employment Testing	16.50		0.00	16.50	\$72.75
			INV-000929	Pre-Employment Testing	21.75		0.00	21.75	
			INV-001149	Pre-Employment Testing	34.50		0.00	34.50	
xxx314330	5/30/19	GARDENLAND POWER EQUIPMENT	674556	Misc Equip Maint & Repair - Materials	125.94		0.00	125.94	\$125.94
xxx314331	5/30/19	GEOSYNTEC CONSULTANTS INC	16369381	Consultants	380.50		0.00	380.50	\$380.50
xxx314332	5/30/19	GOATS R US	42519	Services Maintain Land Improv	16,185.00		0.00	16,185.00	\$16,185.00
xxx314333	5/30/19	GODBE RESEARCH	15526	Consultants	12,062.50		0.00	12,062.50	\$12,062.50
xxx314334	5/30/19	HI TECH EMERGENCY VEHICLE SERVICE INC	163838	Parts, Vehicles & Motor Equip	170.27		0.00	170.27	\$170.27
xxx314335	5/30/19	HYBRID COMMERCIAL PRINTING INC	26860	Printing & Related Services	223.45		0.00	223.45	\$223.45
xxx314336	5/30/19	IPS GROUP INC	41381	Credit Card Fees	599.76		0.00	599.76	\$599.76
xxx314337	5/30/19	ICONIX WATERWORKS	17913011036	Construction Services	15,782.31		0.00	15,782.31	\$18,749.87
			17913011037	Construction Services	2,967.56		0.00	2,967.56	
xxx314338	5/30/19	IMPERIAL SPRINKLER SUPPLY	3735813-00	Materials - Land Improve	228.00		0.00	228.00	\$228.00
xxx314339	5/30/19	JAEYONG KIM	608839025	DED Services/Training - Books	25.53		0.00	25.53	\$159.83

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			67890387	DED Services/Training - Books	134.30	0.00	134.30	
xxx314340	5/30/19	JAKES OF SUNNYVALE	52219	Food Products	293.81	0.00	293.81	\$293.81
xxx314341	5/30/19	JOHNSON ROBERTS & ASSOC INC	139429	Investigation Expense	45.00	0.00	45.00	\$270.00
			139515	Investigation Expense	75.00	0.00	75.00	
			139536	Investigation Expense	150.00	0.00	150.00	
xxx314342	5/30/19	KELLER SUPPLY COMPANY	S012999680.001	Facilities Maint & Repair	319.75	0.00	319.75	\$1,339.86
			S013001058.002	Facilities Maint & Repair	401.58	0.00	401.58	
			S013001144.002	Facilities Maint & Repair	313.43	0.00	313.43	
			S013040688.001	Facilities Maint & Repair	299.40	0.00	299.40	
			S013040899.001	Facilities Maint & Repair	5.70	0.00	5.70	
xxx314343	5/30/19	KILLROY PEST CONTROL INC	104642	Services Maintain Land Improv	800.00	0.00	800.00	\$800.00
xxx314344	5/30/19	KRONOS INC	11455915	Computer Software	696.54	0.00	696.54	\$696.54
xxx314345	5/30/19	L N CURTIS & SONS INC	C36348	Hand Tools	-299.75	0.00	-299.75	\$457.69
			INV237468	Hand Tools	299.75	0.00	299.75	
			INV284526	Inventory Purchase	457.69	0.00	457.69	
xxx314346	5/30/19	MAYNA NG	CK REQ 19-181	DED Services/Training - Books	211.38	0.00	211.38	\$211.38
xxx314347	5/30/19	MICHAEL BUSH	CK REQ 19-183	DED Services/Training - Books	139.00	0.00	139.00	\$139.00
xxx314348	5/30/19	MOODYS INVESTORS SERVICE INC	C2059575-000	Financial Services	4,760.00	0.00	4,760.00	\$4,760.00
xxx314349	5/30/19	NAPA AUTO PARTS	5983-465736	Parts, Vehicles & Motor Equip	41.70	0.00	41.70	\$771.39
			5983-466253	Parts, Vehicles & Motor Equip	12.45	0.00	12.45	
			5983-466272	Parts, Vehicles & Motor Equip	5.98	0.00	5.98	
			5983-466273	Parts, Vehicles & Motor Equip	19.82	0.00	19.82	
			5983-466288	Parts, Vehicles & Motor Equip	2.35	0.00	2.35	
			5983-466324	Parts, Vehicles & Motor Equip	126.74	0.00	126.74	
			5983-466334	Parts, Vehicles & Motor Equip	13.42	0.00	13.42	
			5983-466365	Parts, Vehicles & Motor Equip	45.91	0.00	45.91	
			5983-466367	Parts, Vehicles & Motor Equip	38.55	0.00	38.55	
			5983-466457	Parts, Vehicles & Motor Equip	38.46	0.00	38.46	
			5983-466510	Parts, Vehicles & Motor Equip	142.50	0.00	142.50	
			5983-468438	Parts, Vehicles & Motor Equip	-10.91	0.00	-10.91	
			5983-469354	Inventory Purchase	300.43	6.01	294.42	

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xxx314351	5/30/19	NIXON EGLI EQUIPMENT CO INC	C31165	Parts, Vehicles & Motor Equip	268.50	0.00	268.50	\$1,415.71
			C31174	Parts, Vehicles & Motor Equip	1,010.95	0.00	1,010.95	
			C31264	Parts, Vehicles & Motor Equip	136.26	0.00	136.26	
xxx314352	5/30/19	O'DELL ENGINEERING	3524007	Engineering Services	9,328.75	0.00	9,328.75	\$9,328.75
xxx314353	5/30/19	OPTONY INC	192003	Consultants	1,539.00	0.00	1,539.00	\$1,539.00
xxx314354	5/30/19	PACIFIC PLUMBING & UNDERGROUND	42966SR	Facilities Maintenance & Repair Labor	14,950.00	0.00	14,950.00	\$14,950.00
xxx314355	5/30/19	PEGGY PRENDERGAST	CK REQ 19-177	DED Services/Training - Books	51.63	0.00	51.63	\$51.63
xxx314356	5/30/19	PETERSON TRUCKS	406778P	Parts, Vehicles & Motor Equip	220.92	0.00	220.92	\$220.92
xxx314357	5/30/19	QUALITY TRAFFIC DATA LLC	2019143	Consultants	4,392.00	0.00	4,392.00	\$4,392.00
xxx314358	5/30/19	READYREFRESH BY NESTLE	19E0023956113	Food Products	13.44	0.00	13.44	\$43.12
			19E5740132005	Miscellaneous Services	29.68	0.00	29.68	
xxx314359	5/30/19	RICHARD KIM	SMS-B4-RK	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
xxx314360	5/30/19	ROCK LERUM	HOTA051819	Miscellaneous Services	600.00	0.00	600.00	\$600.00
xxx314361	5/30/19	ROSABEL LEE	CK REQ 19-182	DED Services/Training - Transportation	225.00	0.00	225.00	\$225.00
xxx314362	5/30/19	RUPA GANGATIRKAR	CK REQ 19-184	DED Services/Training - Books	43.69	0.00	43.69	\$43.69
xxx314363	5/30/19	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000019705	DED Services/Training - Transportation	485.00	0.00	485.00	\$485.00
xxx314364	5/30/19	SHANE M REYNOLDS	SMS-B4-SR	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
xxx314365	5/30/19	SHELLEY GOLDSEGER	19-186	DED Services/Training - Support Services	222.19	0.00	222.19	\$222.19
xxx314366	5/30/19	SHRED-IT USA	8126853776	Records Related Services	62.34	0.00	62.34	\$187.02
			8127066715	Records Related Services	62.34	0.00	62.34	
			8127283992	Records Related Services	62.34	0.00	62.34	
xxx314367	5/30/19	SITEONE LANDSCAPE SUPPLY LLC	90473001-001	Services Maintain Land Improv	880.00	0.00	880.00	\$25,295.63
			90473001-001	Materials - Land Improve	13,278.13	0.00	13,278.13	
			90529269-001	Services Maintain Land Improv	880.00	0.00	880.00	
			90529269-001	Materials - Land Improve	10,257.50	0.00	10,257.50	
xxx314368	5/30/19	SMITHGROUP INC	0137030	Consultants	706,612.13	0.00	706,612.13	\$706,612.13
xxx314369	5/30/19	SONSRAY MACHINERY LLC	P10998-12	Misc Equip Maint & Repair - Materials	2,584.20	0.00	2,584.20	\$2,584.20
xxx314370	5/30/19	SPENCON CONSTRUCTION INC	SDWLKGTTR18#01	Construction Services	392,217.39	0.00	392,217.39	\$392,217.39
xxx314371	5/30/19	STIFEL NICOLAUS & CO INC	032019-0020	Financial Services	2,166.90	0.00	2,166.90	\$2,166.90
xxx314372	5/30/19	STRATEGIC ENERGY INNOVATIONS	2921	Professional Services	5,400.00	0.00	5,400.00	\$5,400.00

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xxx314373	5/30/19	STUART EVENT RENTALS	183040	Equipment Rental/Lease	3,547.50	0.00	3,547.50	\$3,547.50
xxx314374	5/30/19	STUDIO EM GRAPHIC DESIGN	17543	Graphics Services	109.00	0.00	109.00	\$109.00
xxx314375	5/30/19	TURF & INDUSTRIAL EQUIPMENT CO	IV30008B	Misc Equip Maint & Repair	146.57	0.00	146.57	\$364.55
			IV30711	Supplies, Safety	108.99	0.00	108.99	
			IV30711A	Supplies, Safety	108.99	0.00	108.99	
xxx314376	5/30/19	UNITED PARCEL SERVICE	0000966608189	Mailing & Delivery Services	373.59	0.00	373.59	\$373.59
xxx314377	5/30/19	VERDE DESIGN INC	18-1619400	Consultants	1,906.25	0.00	1,906.25	\$1,906.25
xxx314378	5/30/19	VERIZON WIRELESS	9829779418	Utilities - Mobile Phones - City Mobile Phones	50.34	0.00	50.34	\$50.34
xxx314379	5/30/19	WILLIAM BUSSEY	SMS-B4-BB	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
xxx314380	5/30/19	WILLIAM HEFFERNAN	CK REQ 19-179	DED Services/Training - Books	104.70	0.00	104.70	\$104.70
xxx314381	5/30/19	WITMER TYSON IMPORTS INC	T13119	Canine Program Expenditures	1,384.16	0.00	1,384.16	\$1,384.16
xxx314382	5/30/19	CNOA REGION 1	19-171	Training and Conferences	90.00	0.00	90.00	\$90.00
xxx314383	5/30/19	DEPT OF FORESTRY & FIRE PROTECTION	1187081	Training and Conferences	488.00	0.00	488.00	\$488.00
xxx314384	5/30/19	DEPT OF FORESTRY & FIRE PROTECTION	1183904	Training and Conferences	488.00	0.00	488.00	\$488.00
xxx314385	5/30/19	DEPT OF FORESTRY & FIRE PROTECTION	1187074	Training and Conferences	548.00	0.00	548.00	\$548.00
xxx314386	5/30/19	KIRBY CANYON RECYCLING & DISPOSAL FAC	APR2019	Landfill Fees to be Allocated	979,229.46	0.00	979,229.46	\$979,229.46
xxx314387	5/30/19	LA COUNTY SHERIFFS DEPARTMENT	193505SG	Training and Conferences	485.00	0.00	485.00	\$485.00
xxx314388	5/30/19	PACIFIC GAS & ELECTRIC CO	11008300870419	Utilities - Electric	246.95	0.00	246.95	\$108,620.11
			11023476280419	Utilities - Electric	336.68	0.00	336.68	
			11023824480419	Utilities - Electric	417.53	0.00	417.53	
			11054204050419	Utilities - Electric	5,044.62	0.00	5,044.62	
			11059220090419	Utilities - Electric	2,787.63	0.00	2,787.63	
			11059220250419	Utilities - Gas	1,295.79	0.00	1,295.79	
			11059220400419	Utilities - Gas	394.05	0.00	394.05	
			11059220450419	Utilities - Gas	1,384.40	0.00	1,384.40	
			11059220500419	Utilities - Gas	44.31	0.00	44.31	
			11059220550419	Utilities - Electric	544.54	0.00	544.54	
			11059220600419	Utilities - Gas	4,448.76	0.00	4,448.76	
			11059220640419	Utilities - Electric	1,306.54	0.00	1,306.54	
			11059220750419	Utilities - Gas	1,283.27	0.00	1,283.27	

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			11059220900419	Utilities - Gas	81.78	0.00	81.78	
			11059220930419	Utilities - Electric	322.40	0.00	322.40	
			11059221020419	Utilities - Electric	461.05	0.00	461.05	
			11059221050419	Utilities - Gas	67.59	0.00	67.59	
			11059221060419	Utilities - Electric	781.18	0.00	781.18	
			11059221080419	Utilities - Electric	530.84	0.00	530.84	
			11059221150419	Utilities - Gas	67.59	0.00	67.59	
			11059221180419	Utilities - Electric	4,930.73	0.00	4,930.73	
			11059221280419	Utilities - Electric	897.82	0.00	897.82	
			11059221350419	Utilities - Gas	91.81	0.00	91.81	
			11059221400419	Utilities - Gas	2,008.72	0.00	2,008.72	
			11059221600419	Utilities - Gas	69.08	0.00	69.08	
			11059221680419	Utilities - Electric	254.22	0.00	254.22	
			11059221700419	Utilities - Gas	81.93	0.00	81.93	
			11059221730419	Utilities - Electric	1,348.72	0.00	1,348.72	
			11059221930419	Utilities - Electric	7,458.92	0.00	7,458.92	
			11059222190419	Utilities - Electric	0.27	0.00	0.27	
			11059222630419	Utilities - Electric	877.07	0.00	877.07	
			11059222720419	Utilities - Electric	598.41	0.00	598.41	
			11059224060419	Utilities - Electric	8,317.60	0.00	8,317.60	
			11059224270419	Utilities - Electric	10.67	0.00	10.67	
			11059224730419	Utilities - Electric	265.06	0.00	265.06	
			11059225100419	Utilities - Gas	312.86	0.00	312.86	
			11059225290419	Utilities - Electric	565.62	0.00	565.62	
			11059225550419	Utilities - Electric	1,931.23	0.00	1,931.23	
			11059225650419	Utilities - Gas	1,553.97	0.00	1,553.97	
			11059226380419	Utilities - Electric	5,399.59	0.00	5,399.59	
			11059226470419	Utilities - Electric	417.21	0.00	417.21	
			11059226810419	Utilities - Electric	6,278.51	0.00	6,278.51	
			11059227030419	Utilities - Electric	492.40	0.00	492.40	
			11059227060419	Utilities - Electric	2,118.95	0.00	2,118.95	

List of All Claims and Bills Approved for Payment

For Payments Dated 5/26/2019 through 6/1/2019

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			11059227230419	Utilities - Electric	4,351.16	0.00	4,351.16	
			11059227650419	Utilities - Electric	305.51	0.00	305.51	
			11059227850419	Utilities - Electric	3,592.12	0.00	3,592.12	
			11059228050419	Utilities - Electric	4,975.31	0.00	4,975.31	
			11059228580419	Utilities - Electric	7,274.66	0.00	7,274.66	
			11059228670419	Utilities - Electric	286.56	0.00	286.56	
			11059229250419	Utilities - Electric	4,205.46	0.00	4,205.46	
			11059229470419	Utilities - Electric	3,821.38	0.00	3,821.38	
			11059229910419	Utilities - Electric	6,514.31	0.00	6,514.31	
			11059229990419	Utilities - Electric	2,564.71	0.00	2,564.71	
			61266000050419	Utilities - Gas	2,600.06	0.00	2,600.06	
xxx314393	5/30/19	SECRETARY OF STATE	DIA	Training and Conferences	40.00	0.00	40.00	\$40.00
			061119EXAM					
xxx314394	5/30/19	SOUTH BAY REGIONAL PUBLIC SAFETY	122005INV	Training and Conferences	685.00	0.00	685.00	\$685.00
xxx314395	5/30/19	TRAINING INNOVATIONS INC	19-251	Prepaid Goods, Services or Obligations	750.00	0.00	750.00	\$750.00
xxx314396	5/30/19	NAAMA NEUMAN	962796	Lib - Lost & Damaged Circulation	12.99	0.00	12.99	\$30.72
			962797	Lib - Lost & Damaged Circulation	2.37	0.00	2.37	
			962798	Lib - Lost & Damaged Circulation	12.99	0.00	12.99	
			962799	Lib - Lost & Damaged Circulation	2.37	0.00	2.37	
xxx314397	5/30/19	PREETI GUPTA	966145	Lib - Lost & Damaged Circulation	3.12	0.00	3.12	\$3.12
xxx314398	5/30/19	RIVERBED TECHNOLOGY INC	146913-71328	Refund Utility Account Credit	4,015.43	0.00	4,015.43	\$4,015.43
xxx314399	5/30/19	SILICON SAGE HOMES INC	BL068804 19-20	Business License Tax	533.28	0.00	533.28	\$533.28
xxx314400	5/30/19	SOCIONEXT AMERICA INC	068781 19-20	Business License Tax	931.28	0.00	931.28	\$931.28
xxx314401	5/30/19	TOP HAIR & NAIL SOLAR SPA	BL048511 19-20	Business License Tax	38.89	0.00	38.89	\$38.89
xxx314402	5/30/19	ZEN INC	BL072577 19-20	Business License Tax	133.04	0.00	133.04	\$133.04
xxx314403	5/30/19	INTERSTATE GRADING & PAVING INC	PVMTRHB2018	Construction Services	820,222.05	0.00	820,222.05	\$820,222.05
			#01					

Grand Total Payment Amount**\$4,163,655.68**



City of Sunnyvale

Agenda Item

19-0572

Agenda Date: 6/18/2019

REPORT TO COUNCIL

SUBJECT

Award of Contract to TJKM Transportation Consultants for Sunnyvale Traffic Signal Improvements Upgrades Project Re-Bid(F19-092)

REPORT IN BRIEF

Approval is requested to award a contract to TJKM Transportation Consultants (TJKM) of San Jose, in an amount not to exceed \$467,145 (\$388,183 for base services and \$78,962 for optional services), for professional design services associated with the Sunnyvale Traffic Signal Improvements Upgrades Project. Approval is also requested for a 10% contingency in the amount of \$46,715.

EXISTING POLICY

Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, contracts for this type of 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/or services exceeding \$100,000 in any one transaction.

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(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.

BACKGROUND AND DISCUSSION

The Sunnyvale Traffic Signal Upgrades Improvements project includes improvements at five (5) intersections: Sunnyvale-Saratoga Road and Alberta Avenue/Harwick Way; Sunnyvale Avenue and California Avenue; Hollenbeck Avenue and Danforth Drive; Mary Avenue and The Dalles Avenue; and Mary Avenue at Maude Avenue.

The project is to replace traffic signal infrastructure at the five signalized intersections, update vehicle detection, install countdown pedestrian signal heads, sidewalk enhancements, ADA compliant curb ramps, and high visibility crosswalk and signing and marking upgrades.

The Request for Proposal (RFP) was initially advertised on October 17, 2018 as RFP No. F19-050 and no proposals were received. The RFP was re-advertised and posted on the City's Demandstar public procurement network on November 20, 2018 and was directly distributed to five (5) firms. Three responsive proposals were received on December 13, 2018.

A team consisting of staff from the Public Works Department evaluated the proposals. The firms were evaluated on qualifications, experience, project understanding, project approach and innovation. Following the interview and deliberation, the City selected TJKM as the highest ranked proposer based on their experience with similar projects and detailed approach. TJKM submitted an initial proposal in the amount of \$478,672. Subsequent scope and fee negotiations resulted in a new base services proposal of \$388,183 with optional services not to exceed an amount of \$78,962 for conditional records of survey and additional potholing, if needed. This resulted in a new total not-to-exceed contract amount of \$467,145.

FISCAL IMPACT

The contract consists of base services in the amount of \$388,183, optional services in the amount of \$78,962, and a 10% contingency in the amount of \$46,715, for a total of \$513,860. Funding is available in Project 832990 - Sunnyvale Traffic Signal Upgrades.

Funding Source

The project is funded by Santa Clara Valley Transportation Authority (VTA) One Bay Area Grant - 2 (OBAG2) grant and a local match from the General 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

Take the following actions:

- Award a contract in substantially the same form as Attachment 1 to the report in the amount of \$467,145 to TJKM Transportation Consultants.
- Authorize the City Manager to execute the contract when all necessary conditions have been met.
- Approve a 10% contingency in the amount of \$46,715.

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. Draft Consultant Services Agreement

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND TJKM
TRANSPORTATION CONSULTANTS FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
SUNNYVALE TRAFFIC SIGNAL UPGRADES**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and TJKM TRANSPORTATION CONSULTANTS, a California corporation ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Sunnyvale Traffic Signal Upgrades; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and in accordance and compliance with the federal funding requirements established in Chapter 10 of the CALTRANS Local Assistance Procedures Manual and associated forms attached hereto in Exhibit "D", "Federal Forms". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Atul Patel 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. Allowable Cost and Payments

The method of payment for this Agreement will be based on the actual cost plus fixed fee contract type as defined in Chapter 10 of the California Department of Transportation Local Assistance Procedures Manual. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the attached CONSULTANT's Compensation Schedule (Exhibit "B"), unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead set forth in the Compensation

Schedule. In the event that CITY determines that a change to the work from that specified in the Scope of Work (Exhibit "A") and Agreement is required, the contract time and/or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in this section shall not be exceeded, unless authorized by contract amendment.

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

Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Four Hundred Sixty Seven Thousand One Hundred Forty Three and 19/100 Dollars (\$467,143.19), inclusive of the fixed fee (profit) enumerated in Exhibit "B", unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

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

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

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

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title

sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur

any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

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

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. In no event shall the cost to defend charged to the design professional exceed 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: Jennifer Ng, Assistant Director of Public Works/City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: TJKM Transportation Consultants
Attn: Atul Patel
4305 Hacienda Drive Suite 550
Pleasanton, CA 94588

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

TJKM TRANSPOTATION CONSULTANTS
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
SCOPE OF WORK
Design of the Sunnyvale Traffic Signal Upgrades
FEDERAL PROJECT NO.
SCL170027 TR-18-03

I. General

The City of Sunnyvale is seeking proposals from licensed Engineering firms to provide professional services for development of safe and efficient design, preparation of bid documents with Caltrans established DBE goal for Public Works competitive bidding, and construction support for the Sunnyvale Traffic Signal Upgrades Project. The design shall meet all the requirements of the latest CA-MUTCD and City Standards. The scope of work includes preparation of applications and supporting documents in conformance with the applicable federal requirements for federally funded projects. These include, E76 "Authorization to Proceed to Construction", preparation of forms/documents necessary for NEPA clearance, Right-of Way/Utilities Certification, construction cost estimating, schedule monitoring, preparation of reports and recommendations, coordination with PG&E for service, and design. Consultants are strongly recommended to conduct field investigation before submitting proposals for the project.

The project is partially funded through federal grant funds, therefore consultants must be familiar with the processes, procedures, forms, and timelines required of federal-aid projects.

II. Project Information

A. Description

The project is to develop construction plans for the replacement of traffic signal infrastructure for the six signalized intersections listed within Sunnyvale. Improvements include the reconstruction of six (6) signals, updated vehicle detection, installation of countdown pedestrian signal heads, sidewalk enhancements, all curb ramp improvements necessary for ADA compliance, installation of high visibility crosswalk and signing and marking upgrades.

The new traffic signals will improve efficiency of the traffic signal systems resulting in decreased travel times, improve traffic flow, and reduction in traffic congestion. Signal timing and phasing for pedestrians and bicycle traffic will support the City's efforts to provide a more walkable and bikeable transportation network increasing traffic flow, and safety for pedestrians, and bicyclists.

It shall be the Consultant's responsibility to use the very best engineering judgement, during the execution of the design phase, to construct as many of the intersections listed as possible with the budget that is assigned to the project.

The intersections to receive upgrades include:

- Sunnyvale-Saratoga Road and Alberta Avenue/Harwick Way
- Sunnyvale Avenue and California Avenue
- Hollenbeck Avenue and Danforth Drive
- Mary Avenue at Maude Avenue
- Mary Avenue and The Dalles Avenue

See APPENDIX A (Project Locations)

The City has received a OBAG2 grant for this project with 88% administered by Caltrans, and 12% match provided by the City of Sunnyvale.

B. Location

The project is located at six (6) intersections named above; surrounding uses are residential at Sunnyvale-Saratoga Road and Alberta Avenue/Harwick Way, Sunnyvale Avenue and California Avenue, Hollenbeck Avenue and Danforth Drive, and Mary Avenue and The Dalles Avenue and commercial at Wolfe Road and Central Expressway and Mary Avenue at Maude Avenue.

C. Existing Conditions

Each of the six intersections have traffic signal controls that have reached the end of their useful life, are outdated and MUTCD non-compliant. In order to be compliant with updated federal, state, and local standards and guidelines, the traffic signals and equipment need to be upgraded. Once the traffic signals have been updated, they will be able to efficiently accommodate multi-modal traffic demands.

No additional right of way is required for this project.

III. Consultant Scope of Services

The consultant will perform all engineering and project support related work necessary to prepare plans and specifications suitable for Public Works competitive bidding.

Consultant services shall include, but are not limited to: Project management, design development, bid documents, bidding support, and construction support services, as further detailed below.

A. Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget and monitoring for E-76 procurements. Consultant shall attend design review meetings with City staff following the 30%, 75% and 100% review stages. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project, and address all staff comments and questions.

The Consultant will take the lead on NEPA clearance through the Federal Aid process. City will prepare CEQA clearance documentation for Categorical Exemption based upon NEPA documentation.

The Consultant will prepare all documentation and necessary forms necessary to procure E76 approvals for the Right of Way, utilities, and Construction stages of the project.

- The E76 for Preliminary Engineering has already been obtained by the City.
- The Field Review has not yet been completed. The Consultant will be expected to attend the Field Review meeting.
- Consultant shall be familiar with the latest version of the Local Assistance Procedures Manual.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings

Consultant's own team should have provisions for quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

“The undersigned hereby certifies that a professional peer review of these plans and specifications and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made.”

The consultant shall host an FTP site throughout the project’s duration for electronic file sharing.

The selected consultant will be required to use e-Builder software and protocols included in that software during this project. Consultant is responsible for sending one representative to attend one 2-hour City-provided training session. City will provide consultant with one e-Builder software license for the duration of the project. E-Builder software shall be utilized for all project management documentation and correspondence. The use of project management communications herein described is in addition to and does not replace or change any contractual responsibilities of the consultant.

B. Design Development

Consultants shall be the Engineer of Record and responsible for detailed design and preparation of complete plans, technical specifications, and recommended revisions to the City’s special provisions for the project. **The consultant must perform thorough field investigation to confirm existing conditions and document them in the plans.**

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. The Consultant shall incorporate “green” infrastructure/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Use of contractors, and all applicable subcontractors which are required to pay prevailing wages, requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. **For complete details, please refer to the ‘Labor Compliance’ attachment.**

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services. Specifications shall be prepared in CSI 2012 format.

Consultant shall obtain the services of a professional surveyor in order to perform a complete survey of each intersection. Consultant shall provide electronic copies (ACAD format) of each survey location to the City for record. Due to anticipated underground conflicts, potholing to a depth of 6’ at each new pole location shall be included as an item to be performed during the design phase of the project.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, and other stakeholders will also be consultant responsibility. Consultant shall review recommendation with City staff prior to design and coordinate all applicable City standards into plans and specifications.

In general, design documents shall address the following elements and other requirements as given elsewhere in the RFP:

- Existing triangular islands will be removed and curb radius will be tightened to reduce turning vehicles' speed and pedestrian crossing distances.
- Plans and specifications shall address major traffic control or physical constraints that may affect the sequence of construction
- Fully actuated, multiple phase, vehicular and pedestrian traffic signal system.
- Ethernet connectivity from the new signal back to the existing Traffic Management Center (TMC).
- ADA accessible curb ramps.
- Energy efficient LED safety lights and internally illuminated LED street name signs.
- Full compliance with the latest City/Caltrans Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (CA-MUTCD) and California Highway Design Manual (HDM) standards.

The plans and design documents will include:

- General layout of the project site showing existing conditions
- Topographic information
- Demolition Plan
- New design layout plan
- Design details for flatwork, including ADA accessible ramps, curb and gutter, median island nose modifications, junction boxes, bike lanes, delineation with green surface treatment specifications
- Plans showing line of sight to signal heads – design document, not part of the bid documents
- Wiring plan/diagram for the traffic signals
- Layout of the detection zones for FLIR camera
- Delineation, striping and signing plans
- Traffic signal phasing plan
- Detailed notes for construction
- Street lights and safety lights plans with photometric analysis – design document, not part of the bid documents
- Detailed list of equipment quantities
- Landscape plans, if necessary
- Detailed construction cost estimates.
- Grading plan for intersection corner modifications.

All submittals shall include hardcopies (number specified below) and digital copies (PDF and native format) of all documents. Peer review, QA/QC must be done before all submittals.

1. Preliminary Design - 30% Submittal: Submit two (2) sets of 24" x 36" hardcopies and six (6) sets of 11"x17' hardcopies .
 - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details, layout plan for ADA accessible ramps and signal pole locations.
 - b. Cut sheets for equipment/appurtenances
 - c. Documentation of outreach with all franchise utility companies such as PG&E, AT&T, Comcast Cable, to obtain record drawings of facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities
 - d. Project schedule update
 - e. 30% construction cost estimate

- f. Tech Memos and other reports necessary have been submitted to Caltrans with copy to City, for NEPA clearance.
 - g. Upon completion of the review of 30% submittal by City, Consultant shall pothole to a depth of 6' for all locations where a new traffic signal pole foundation is anticipated; information received from design stage potholing shall be transmitted to the City prior to incorporation into the 75% submittal.
 - h. Survey information (AutoCAD format)
 - i. Traffic signal communication interconnect detail sheet.
 - j. Table of Contents list for technical specifications.
2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Applications for Right of Way and Utility Certification and E-76 Construction Authorization must be underway. Coordination with PG&E for any service upgrades, disconnect/reconnect service if needed, has begun.

Submit two (2) sets of 24" x 36" hardcopies and six (6) sets of 11" x 17" hardcopies for City review.

- a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - b. 75% specifications:
 - Technical specifications
 - Special provisions, with recommended revisions in track changes format, to include the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A list of materials requiring warranties, and associated warranty periods
 - c. Project schedule update
 - d. 75% construction cost estimate in the form of the bid schedule
 - e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined
 - f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups
 - g. Photometric analysis
 - h. Detailed equipment list with quantities
 - i. Other supporting documentation as necessary such as SWPPP, documentation of starting permits necessary for the contractor
 - j. NEPA clearance has been obtained
 - k. DBE percentage has been determined and calculation sheets provided to the City
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. The E76 for Construction must be obtained during this stage of the project. Service upgrade applications, if needed, from PG&E must be obtained during this stage of the project.

Submit one set of 24" x 36" hardcopies, and six (6) half size hardcopy of the plans, and six (6) hardcopies of the specifications.
100% plans

- Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

“The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made.”

- The Assistant Director of Public Works/City Engineer statement on the plans shall be on the title sheet of the project plans:

“The City of Sunnyvale hereby accepts these plans for construction, as being in general compliance with plans preparation requirements of this agency. Responsibility for the completeness and accuracy of the plans and related designs resides with the Engineer and Engineering Firm of Record.”

- b. 100% specifications
 - Reviewed bid instructions
 - Finalized special provisions including required submittals
 - Finalized technical specifications
- c. Project schedule update
- d. 100% construction cost estimate with detailed list of equipment and quantities
- e. Responses to the City’s review comments on the 75% submittal, along with return of mark-ups.
- f. Calculation sheet for contractor’s DBE requirements
- g. Other supporting documentation as necessary

C. Bid Package

The bid package shall be finalized upon incorporation of the City’s final comments from the 100% submittal. The bid form should contain two sections one each for HSIP and TFCA funding applications. HSIP funds will primarily be used to upgrade the traffic signal, and TFCA funds will be used for pedestrian and bike related improvements.

Submit copies and digital format (PDF and native format) of each of the documents listed below:

1. One hard copy of full sized plans (24” x 36”), stamped and signed on each sheet by the Engineer of Record and by discipline.
2. One hard copy of the specifications, printed single-sided only.
 - a. Special provisions.
 - b. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate

D. Bidding Services

Consultant will respond to all bidder’s requests for information (RFIs), and support the City’s coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers’ communications will be directed through the City’s Purchasing Officer.

E. Construction Support Services

The City’s construction management team will have primary responsibility for construction management and inspection. The consultant’s point of contact will be the City’s construction manager, not the contractor.

The following is a minimum list of services and submittals required.

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, long lead procurement items, etc.).
2. Attend the pre-construction meeting.
3. Attend up to 3 periodic construction progress meetings or field meetings, other than the pre-construction and final inspection meetings.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
10. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

IV. Available Documents

The below list of information is available for information only. The City does not guarantee the accuracy or completeness of record drawings.

- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary.
[http://sunnyvale.ca.gov/Departments/PublicWorks/Utility Maps.aspx](http://sunnyvale.ca.gov/Departments/PublicWorks/Utility%20Maps.aspx).
- Bench marks for vertical control are listed on the City's website:
<http://sunnyvale.ca.gov/Departments/PublicWorks/BenchMarks,RecordMapsandRecordDrawings.aspx>.
- City standard specifications and details are available on the City's website:
<http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx>

The below information will be provided during design to the consultant.

- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs from 2011 (ArcGIS format)
- City standard plan cover sheet

Labor Compliance

Contractor Registration with the State of California – Contractors, and all applicable subcontractors which are required to pay prevailing wages, must be registered with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, pot holing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Registration must remain current throughout the project entirety. It is the contractor's responsibility to not allow their PWC Registration to lapse during the project and to ensure all Subcontractor's registrations remain current. The Labor Commissioner can assess penalties to public works contractors of up to \$10,000, in addition to the registration fee, for failure to register. Awarding agencies are also subject to penalties of \$100 a day, up to a maximum of \$10,000, for having an unregistered contractor perform work on a public works project. If any penalties are issued to the City for unregistered subcontractors or for a lapse in a contractor/subcontractor's PWC Registration, these penalties will be passed onto the contractor. **A contractor that allows an unregistered subcontractor to work on the project is also subject to penalties of \$100 a day up to \$10,000.** Contractors shall list all applicable PWC registration numbers on the Bid Form.

Hours of Work – Pursuant to Labor Code, Section 1810, 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 the City, 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. Such forfeiture amounts may be deducted from the contract sum.

Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the project, which record shall be kept open at all reasonable hours to the inspection of the City, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

Wage Rates – Pursuant to Sections 1770, 1771 and 1774 of the Labor Code of the State of California, or any applicable local law, contractors shall not pay less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. The City 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. The City 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 the City.

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 the City 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.

Prevailing Wage – As identified in the Notice to Bidders, the work contemplated by this agreement is a public work subject to prevailing wages under California Labor Code, Sections 1720 et. seq. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. A schedule of the most recent general prevailing per diem wage rates made available to the City will be on file at the City's principal facility office and will be made available to any interested party upon request. This prevailing wage rate schedule is provided by the City for Bidder's information only and is not guaranteed by the City to be current. Contractor is obligated to verify all appropriate prevailing wage rates and pay those rates as required. By this reference the verified current schedule of prevailing wage rates is made part of the Contract Documents. Contractor shall pay not less than the prevailing per diem wage rates, as specified in the schedule and any amendments thereto, to all workers employed by contractor in the execution of the work. Contractor shall cause all subcontracts to include the provision that all subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by such subcontractors in the execution of the work.

Contractor shall forfeit to the City, as a penalty, no more than two hundred dollars (\$200.00) for each calendar day or portion thereof for each worker that is paid less than the specified prevailing per diem wage rates for the work or craft in which the worker is employed for any portion of the work done by contractor or any subcontractor in violation of the provisions of the Labor Code, and in particular Sections 1770 to 1781 thereof, inclusive. Such forfeiture amounts may be deducted from the contract sum. Contractor shall also pay to any worker who was paid less than the specified prevailing per diem wage rate for the work or craft for which the worker was employed for any portion of the work, for each calendar day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

The City will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rates set forth in the Agreement, including payment in excess of the prevailing wage for extra work paid by force account. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the contractor's bid and will not, under any circumstances be considered as the basis of a claim against the City under the Agreement.

Certified Payroll Records – Pursuant to Labor Code, Sections 1776 et. Seq., contractor and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job 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 in connection with the work. All payroll records shall be certified as being true and correct by contractor or subcontractors keeping such records; and the payroll records shall be provided to the City no later than three weeks after closing of payroll for City-funded projects, and no later than one week for federal aid projects. The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code section 1776 (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Certified payroll records shall be made available at reasonable hours at the contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code section 1776. Certified payroll shall also be made available for inspection upon request by the State of California Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

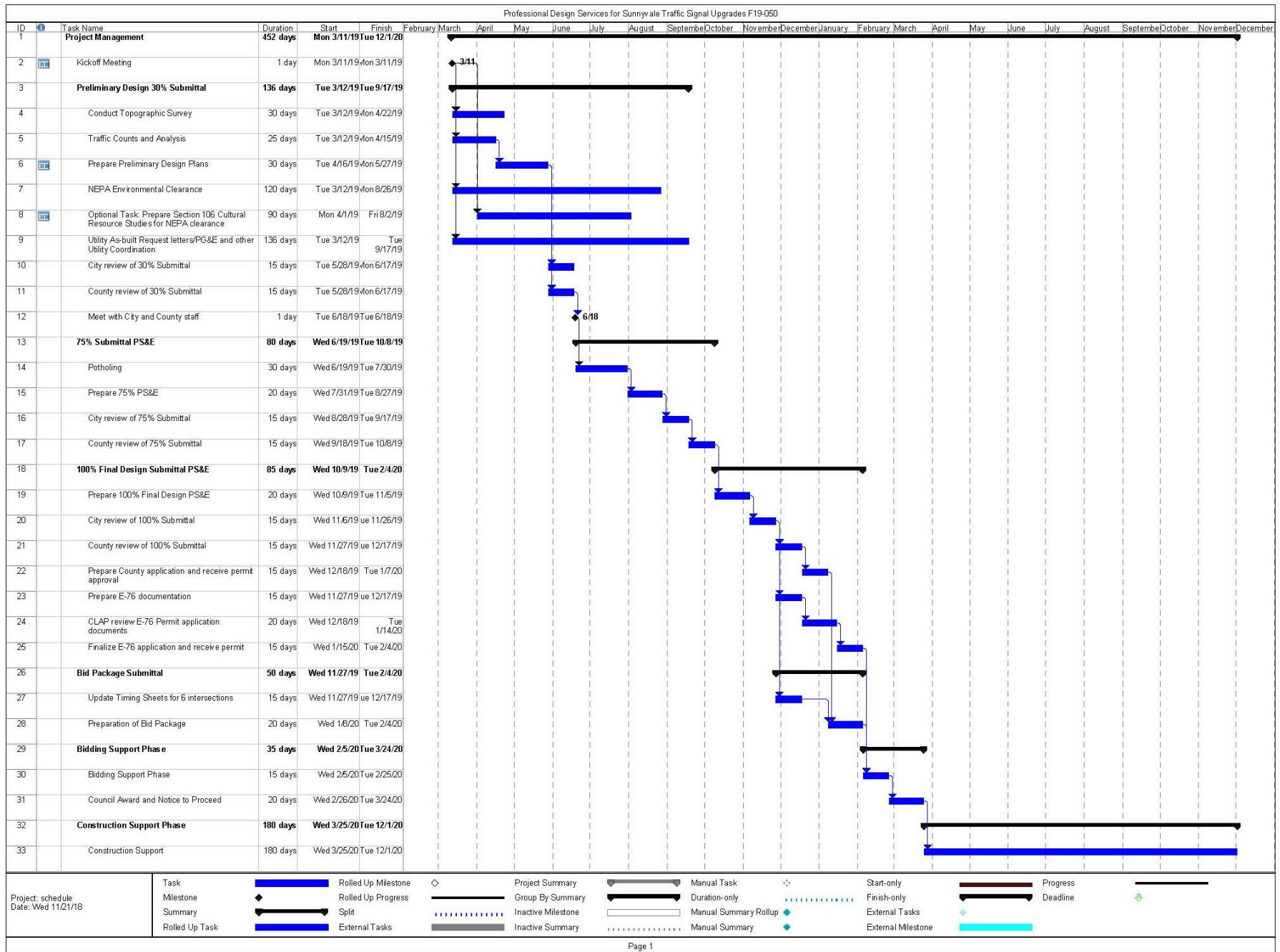
Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPtracker. Contractor shall cause all subcontracts to include the provision that all subcontractors submit certified payrolls and labor compliance documentation electronically via LCPtracker. Electronic submission will be a web-based system, accessed on the World Wide

Web by a web browser. Each contractor user will be given a Log-On identification and password to access the City's reporting system. Access will be coordinated by a City representative.

Apprentice Program – Attention is directed to State of California Labor Code, Sections 3095, 1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, Section 200, and the applicable Sections that follow. Responsibility for compliance with these requirements lies with the contractor. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, contractor or subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of the work. In the event contractor willfully fails to comply with this section, it will be considered in violation of the requirements of the Contract.

Contractor and all of its subcontractors shall abide by the provisions of California Labor Code Section 1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code Section 3095 which declares the unlawful discrimination in any recruitment or apprenticeship program on stated grounds. City shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor code, Division 2, Part 7, Chapter 1, commencing with Section 1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.

Exhibit A-1
Project Schedule



	Notes:
1	\$199,832
2	
3	
4	

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:** \$2,000,000 per occurrence and \$4,000,000 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.

Industry Specific Coverages. If checked below, the following insurance is also required:

- x ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$ _____.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) 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 suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

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.

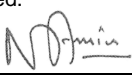
Exhibit “D”

FEDERAL FORMS

Exhibit 10-O1 Consultant Proposal DBE Commitment
Exhibit 10-O2 Consultant Contract DBE Commitment
Exhibit 10-H1 Cost Proposal Example
Exhibit 10-H4 Cost Proposal Example with Prevailing Wages
Exhibit 10-I Notice to Proposers DBE Commitment
Exhibit 10-K Certification of Contract Costs and Financial Management System
Exhibit 10-Q Disclosure of Lobbying Activities
Exhibit 15-H DBE Information – Good Faith Efforts

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Sunnyvale 2. Contract DBE Goal: 22%
 3. Project Description: Traffic Signal Upgrades
 4. Project Location: Five Intersections within the City of Sunnyvale
 5. Consultant's Name: T J K M 6. Prime Certified DBE: ☒ 7. Total Contract Award Amount: \$467,145
 8. Total Dollar Amount for **ALL** Subconsultants: \$218,357 9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Traffic Engineering	40772	T J K M, Nayan Amin, 4305 Hacienda Dr. Ste. 550, Pleasanton, 925.463.0611	248,788
Environmental Clearance Documents	41164	Ground Zone, Sam Brathwaite, 1705 Modoc Ave, Hayward, 925.570.7609	18,383
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____	14. TOTAL CLAIMED DBE PARTICIPATION		\$267,171
21. Federal-Aid Project Number: _____			42 %
22. Contract Execution Date: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <div style="display: flex; justify-content: space-between;"> <div> <p></p> <p>15. Preparer's Signature</p> <p>Nayan Amin</p> <p>17. Preparer's Name</p> <p>President</p> <p>19. Preparer's Title</p> </div> <div> <p>05/15/2019</p> <p>16. Date</p> <p>925.463.0611</p> <p>18. Phone</p> </div> </div>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature	24. Date		
25. Local Agency Representative's Name	26. Phone		
27. Local Agency Representative's Title			

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

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

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

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

LOCAL AGENCY SECTION

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

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

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: T J K M

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 175% OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2017-12/31/2017

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

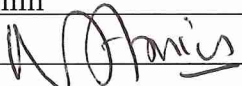
- Total participation amount \$ 1,361,401 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 6.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Nayan Amin

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 11/13/2018

Email**: namin@tjkm.com

Phone Number**: 925.463.0611


**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Sunnyvale 2. Contract DBE Goal: 22%
 3. Project Description: Traffic Signal Upgrades
 4. Project Location: Five Intersections within the City of Sunnyvale
 5. Consultant's Name: T J K M 6. Prime Certified DBE: ☒

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Traffic Engineering	40772	T J K M, Nayan Amin, 4305 Hacienda Dr. Ste 550, Pleasanton, 925.463.0611	45%
Environmental Clearance Documents	41164	Ground Zone, Sam Brathwaite, 1705 Modoc Ave, Hayward, 925.570.7609	5%
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____		11. TOTAL CLAIMED DBE PARTICIPATION	50 %
18. Federal-Aid Project Number: _____			
19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
20. Local Agency Representative's Signature _____	21. Date _____	12. Preparer's Signature 	13. Date <u>12/11/2018</u>
22. Local Agency Representative's Name _____	23. Phone _____	Ruta Jariwala	925.463.0611
		14. Preparer's Name	15. Phone
		Principal	
24. Local Agency Representative's Title _____		16. Preparer's Title	

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

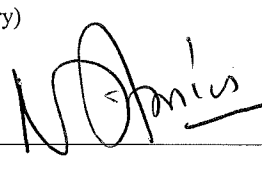
- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement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

LOCAL AGENCY SECTION

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>Nayan Amin</u> Title: <u>President</u> Telephone No.: <u>925.463.0611</u> Date: <u>11/13/2018</u>		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**RFP/RFPQ PROCUREMENT NUMBERS (if applicable): F19-050PROJECT NAME (and FPN, if applicable)²: Sunnyvale Traffic Signal Upgrades No. SCL170027

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

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

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

☒ I hereby certify as follows:

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

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

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

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

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

Date: 11/13/2018

Signature: 

Name: Nayan Amin

Title: President

Consultant Firm/Sole Proprietor: TJKM Transportation Consultants

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

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

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

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

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

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

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

Date: _____

Signature: _____

Name: _____

Position: _____

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**DBE INFORMATION - GOOD FAITH EFFORTS**Federal-aid Project No. SCL170027 Bid Opening Date October 17, 2018

The City of Sunnyvale established a Disadvantaged Business Enterprise (DBE) goal of 22 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

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

<u>Publications</u>	<u>Dates of Advertisement</u>
<u>NA - TJKM & Ground Zone are both DBE firms therefore we will exceed the goal</u>	

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

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

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

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

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

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Ground Zone Environmental Services, LLC

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 35 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * October 2017 - October 2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:


- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 30,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 7.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Sam Brathwaite Title**: Principal
 Signature:  Date of Certification (mm/dd/yyyy): 11/9/2018
 Email**: sbrathwaite@groundzonees.com Phone Number**: (925) 570-7609

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**RFP/RFQ PROCUREMENT NUMBERS (if applicable): RFP No. F19-050PROJECT NAME (and FPN, if applicable)²: City of Sunnyvale Traffic Signals Update

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

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

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

☐ I hereby certify as follows:

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

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

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

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

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

Date: 11/9/2018

Signature: Sam Brathwaite

Name: Sam Brathwaite

Title: Principal

Consultant Firm/Sole Proprietor: Ground Zone Environmental Services, LLC

REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY REPRESENTATIVE

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

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

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

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

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

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

Date: _____

Signature: _____

Name: _____

Position: _____

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

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

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: **Siegfried Engineering, Inc.**

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 229.23 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/2017 - 12/31/2017

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 5,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 3.
- Years of consultant's experience with 48 CFR Part 31 is 63.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☐ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Paul J. Schneider

Title**: Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 11/07/2018

Email**: pjs@siegfriedeng.com

Phone Number**: 209.943.2021

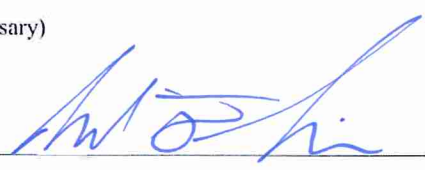
**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Siegfried Engineering, Inc. 3244 Brookside Road, S# 100, Stockton, CA 95219 Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: TJKM Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable <u>N/A</u>	
8. Federal Action Number, if known: SCL170027	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ <u>179,597.63</u> <input type="checkbox"/> actual <input checked="" type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input checked="" type="checkbox"/> f. other, specify <u>Professional Fees</u>	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature:  Print Name: <u>Paul J. Schneider</u> Title: <u>Vice President</u> Telephone No.: <u>209.943.2021</u> Date: <u>11/07/2018</u>		Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**RFP/RFQ PROCUREMENT NUMBERS (if applicable): City Proj. No. TR-18-03 / Federal Proj. No. SCL 170027PROJECT NAME (and FPN, if applicable)²: Sunnyvale Traffic Signal Upgrades

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

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

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

☒ I hereby certify as follows:

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

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

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

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

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

Date: 11/07/2018

Signature: 

Name: Paul Schneider

Title: Vice President

Consultant Firm/Sole Proprietor: Siegfried Engineering, Inc.

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

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

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

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

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

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

Date: _____

Signature: _____

Name: _____

Position: _____

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

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed X Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant T J K M

Project No. SCL170027

Contract No. _____

Date 5/15/2019

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Atul Patel*	333	\$78.49	\$26,137.17
PIC	Nayan Amin*	1	\$91.54	\$91.54
QA/QC	Ruta Jariwala*	32	\$91.54	\$2,929.28
Task Lead	Rutvij Patel*	250	\$50.28	\$12,570.00
Engineer	Andrew Dickinson	436	\$30.70	\$13,385.20
Engineer	Praveena Samaleti	72	\$32.37	\$2,330.64
Admin	Amber Keiper	24	\$31.00	\$744.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$58,187.83
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$58,187.83

INDIRECT COSTS

d) Fringe Benefits (Rate: 41.52%)	e) Total Fringe Benefits	24159.58702
f) Overhead (Rate: 133.48%)	g) Overhead [(c)x(f)]	77669.11548
h) General and Administrative (Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	0
j) Total Indirect Costs [(e) + (g) + (i)]		\$101,828.70
FIXED FEE	k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee 10%	\$16,001.65

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs			\$0.58	\$1,300.00
Traffic Counts				\$2,800.00
Cultural Resources				\$31,835.00
Plan Sheets			\$18.00	\$1,500.00
Potholing				\$35,333.00
1) TOTAL OTHER DIRECT COSTS				\$72,768.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Siegfried Engineering	\$199,974.00
Subconsultant 2: Ground Zone Environmental	\$18,383.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00
m) TOTAL SUBCONSULTANTS' COSTS:	\$218,357.00
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANT	\$291,125.00
TOTAL COST [(c) + (j) + (k) + (p)]	\$467,143.19

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hou

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$58,187.83	1148	=	\$50.69	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.69	+	0%	=	\$50.69	Year 2 Avg Hourly Rate
Year 2	\$50.69	+	0%	=	\$50.69	Year 3 Avg Hourly Rate
Year 3	\$50.69	+	0%	=	\$50.69	Year 4 Avg Hourly Rate
Year 4	\$50.69	+	0%	=	\$50.69	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1148.0	=	1148.0	Estimated Hours Year 1
Year 2	0.00%	*	1148.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1148.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1148.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1148.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1148.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.69	*	1148	=	\$58,187.83	Estimated Hours Year 1
Year 2	\$50.69	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$50.69	*	0	=	\$0.00	Estimated Hours Year 3
Total Direct Labor Cost with Escalation				=	\$58,187.83	
Direct Labor Subtotal before Escalation				=	\$58,187.83	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Nayan Amin Title: President

Signature: _____ Date of Certification (mm/dd/yyyy): 5/15/2019

Email: namin@tjkm.com Phone Number: 925.463.0611

Address: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Traffic Engineering

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Siegfried Engineering

Project No. TR-18-03

Contract No. _____

Date 5/14/2019

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Engineer	Mike Ebenal	280	\$47.27	\$13,235.60
PIC/QA/QC	Adam Merrill	149	\$65.00	\$9,685.00
Project Surveyor	Kevin Genasci	110	\$63.10	\$6,941.00
Instrumentman	Derrick Weldon	224	\$66.00	\$14,784.00
Technician III	Mike Kincaid	356	\$34.33	\$12,221.48

LABOR COSTS

a) Subtotal Direct Labor Costs

\$56,867.08

b) Anticipated Salary Increases (see page 2 for sample)

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]**

\$56,867.08

INDIRECT COSTS

d) Fringe Benefits (Rate: 70.85%)

e) Total Fringe Benefits 40290.32618

f) Overhead (Rate: 74.17%)

g) Overhead [(c)x(f)] 42178.31324

h) General and Administrative (Rate: 74.21%)

i) Gen & Admin [(c) x (h)] 42201.06007

j) **Total Indirect Costs [(e) + (g) + (i)]**

\$124,669.70

FIXED FEE

k) **TOTAL FIXED PROFIT [(c) + (j)] x fixed fee** 10%

\$18,153.68

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	520		0.545	\$283.40
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets				\$0.00
Test				\$0.00
1) TOTAL OTHER DIRECT COSTS				\$283.40

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00

m) TOTAL SUBCONSULTANTS' COSTS:

\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS

\$283.40

TOTAL COST [(c) + (j) + (k) + (p)]

\$199,973.86

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$56,867.08	1119	=	\$50.82	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.82	+	0%	=	\$50.82	Year 2 Avg Hourly Rate
Year 2	\$50.82	+	0%	=	\$50.82	Year 3 Avg Hourly Rate
Year 3	\$50.82	+	0%	=	\$50.82	Year 4 Avg Hourly Rate
Year 4	\$50.82	+	0%	=	\$50.82	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1119.0	=	1119.0	Estimated Hours Year 1
Year 2	0.00%	*	1119.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1119.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1119.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1119.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1119.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.82	*	1119	=	\$56,867.08	Estimated Hours Year 1
Year 2	\$50.82	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$50.82	*	0	=	\$0.00	Estimated Hours Year 3
Total Direct Labor Cost with Escalation				=	\$56,867.08	
Direct Labor Subtotal before Escalation				=	\$56,867.08	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:Name: Paul SchneiderTitle: Vice PresidentSignature: Date of Certification (mm/dd/yyyy): 5/14/2019Email: pjs@siegfriedeng.comPhone Number: (209) 943-2021Address: Siegfried: 3244 Brookside Road, Suite 100, Stockton, CA 95219

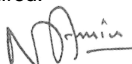
*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Land Surveying and Civil Engineering

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Sunnyvale 2. Contract DBE Goal: 22%
 3. Project Description: Traffic Signal Upgrades
 4. Project Location: Five Intersections within the City of Sunnyvale
 5. Consultant's Name: T J K M 6. Prime Certified DBE: ☒

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Traffic Engineering	40772	T J K M, Nayan Amin, 4305 Hacienda Dr. Ste 550, Pleasanton, 925.463.0611	39%
Environmental Clearance Documents	41164	Ground Zone, Sam Brathwaite, 1705 Modoc Ave, Hayward, 925.570.7609	4%
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____			
11. TOTAL CLAIMED DBE PARTICIPATION			43 %
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ Nayan Amin 14. Preparer's Name _____ President 16. Preparer's Title _____			05/15/2019 13. Date _____ 925.463.0611 15. Phone _____

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

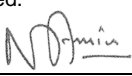
- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement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

LOCAL AGENCY SECTION

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Sunnyvale 2. Contract DBE Goal: 22%
 3. Project Description: Traffic Signal Upgrades
 4. Project Location: Five Intersections within the City of Sunnyvale
 5. Consultant's Name: T J K M 6. Prime Certified DBE: ☒ 7. Total Contract Award Amount: \$467,145
 8. Total Dollar Amount for **ALL** Subconsultants: \$218,216 9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Traffic Engineering	40772	T J K M, Nayan Amin, 4305 Hacienda Dr. Ste. 550, Pleasanton, 925.463.0611	248,788
Environmental Clearance Documents	41164	Ground Zone, Sam Brathwaite, 1705 Modoc Ave, Hayward, 925.570.7609	18,383
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			\$ 267,171
			42 %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ Nayan Amin 17. Preparer's Name _____ President 19. Preparer's Title _____ 05/15/2019 16. Date _____ 925.463.0611 18. Phone _____

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

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

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

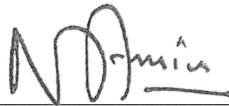
- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement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

LOCAL AGENCY SECTION

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature:  Print Name: <u>Nayan Amin</u> Title: <u>President</u> Telephone No.: <u>925.463.0611</u> Date: <u>05/15/2019</u>		Authorized for Local Reproduction Standard Form - LLL

NOT APPLICABLE

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**RFP/RFQ PROCUREMENT NUMBERS (if applicable): F19-050PROJECT NAME (and FPN, if applicable)²: Sunnyvale Traffic Signal Upgrades No. SCL170027

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

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

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

☒ I hereby certify as follows:

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

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

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

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

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

Date: 05/15/2019

Signature: 

Name: Nayan Amin

Title: President

Consultant Firm/Sole Proprietor: TJKM Transportation Consultants

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

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

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

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

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

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

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

Date: _____

Signature: _____

Name: _____

Position: _____

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

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

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: T J K M

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 175 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2017-12/31/2017

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

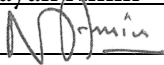
- Total participation amount \$ 1,361,401 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 7.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Nayan Amin

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 05/15/2019

Email**: namin@tjkm.com

Phone Number**: 925.463.0611

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

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

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Siegfried Engineering, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 229.23 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/2017 - 12/31/2017

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 5,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 3.
- Years of consultant's experience with 48 CFR Part 31 is 63.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Paul J. Schneider

Title**: Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 05/14/2019

Email**: pjs@siegfriedeng.com

Phone Number**: 209.943.2021


**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Siegfried Engineering, Inc. 3244 Brookside Road, S# 100, Stockton, CA 95219 Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: TJKM Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable <u>N/A</u>	
8. Federal Action Number, if known: SCL170027	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ <u>199,973.86</u> <input type="checkbox"/> actual <input checked="" type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input checked="" type="checkbox"/> f. other, specify <u>Professional Fees</u>	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: 		Print Name: <u>Paul J. Schneider,</u>
Title: <u>Vice President</u>		Telephone No.: <u>209.943.2021</u> Date: <u>05/14/2019</u>
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**RFP/RFQ PROCUREMENT NUMBERS (if applicable): City Proj. No. TR-18-03 / Federal Proj. No. SCL 170027PROJECT NAME (and FPN, if applicable)²: Sunnyvale Traffic Signal Upgrades

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

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

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

☒ I hereby certify as follows:

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

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

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

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

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

Date: 05/14/2019

Signature: 

Name: Paul Schneider

Title: Vice President

Consultant Firm/Sole Proprietor: Siegfried Engineering, Inc.

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

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

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

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

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

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

Date: _____

Signature: _____

Name: _____

Position: _____

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



City of Sunnyvale

Agenda Item

19-0573

Agenda Date: 6/18/2019

REPORT TO COUNCIL

SUBJECT

Award of Three On-Call Contracts for Surveying Support Services (F19-097)

REPORT IN BRIEF

Approval is requested to award three on-call contracts to provide on-call surveying support services for the Department of Public Works (DPW) for an initial three-year period in a not to exceed amount of \$135,000 each to the following firms: Giuliani & Kull - San Jose, Inc., Siegfried, and Wilsey Ham. Approval is also requested to authorize the City Manager to increase the not-to-exceed amounts and to extend the contracts, for up to two additional years, with both actions subject to available budgeted funding.

EXISTING POLICY

Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, contracts for this type of 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/or services exceeding \$100,000 in any one transaction.

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) 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.

BACKGROUND AND DISCUSSION

Development activity in Sunnyvale has been trending up for the past five years and is expected to continue at a high level for the next several years. During this period, the City contracted with various engineering firms in a number of disciplines such as design coordination, construction management and land development improvement plan map review to meet that expected need. It is anticipated that these additional resources will continue to be necessary to keep pace with the increased number, scope, and complexity of subdivision map reviews.

Within the Department of Public Works, the Land Development group does not currently have a dedicated staff member who holds the necessary surveyor or engineering license to certify subdivision maps, as required by the Subdivision Map Act (Government Code section 66416.5). Therefore, it is critical that the City contract with firms that are California licensed surveyors which can provide land map technical review services & provide stamp and signature on maps and other documents, as necessary, as the City Surveyor. Additionally, these support services offer review of land surveying aspects of tentative maps for conformance with City standards as part of the City's entitlement process, traditional topographic surveys, and develop legal descriptions and plat maps on

the City's behalf.

A Request for Qualifications (RFQL) process was utilized to solicit Statement of Qualifications (SOQ) submittals from qualified consultants for on-call Surveying Support Services. The RFQL was advertised on the City's DemandStar public procurement network on February 7, 2019, with 14 consultants requesting bid documents. Four responsive SOQs were received on March 7, 2019 from BKF Engineers, Civil Engineering Associates, HMM, and Underwood & Rosenblum, Inc. Before evaluating these initial proposals, the City decided to re-advertise the RFQL on March 11, 2019 with no change in scope in an attempt to solicit additional SOQs. During this solicitation period, 12 consultants requested bid documents and nine responsive SOQs were received on March 25, 2019 from Bellecci & Associates, BKF Engineers, Civil Engineering Associates, Giuliani & Kull-San Jose, Inc., HMM, Roger D. Higdon, Siegfried, Underwood & Rosenblum, Inc., and Wilsey Ham.

SOQs were reviewed and ranked by an evaluation team consisting of engineering staff from DPW. The SOQs were evaluated on their qualifications, experience and the potential staff that may assist with future projects. The seven firms which received the highest written evaluations were interviewed.

Following the interview process, the top three firms were selected for award. Hourly rates were obtained and negotiated. The consulting firms recommended for contract award are Giuliani & Kull - San Jose, Inc., Siegfried, and Wilsey Ham.

Staff is recommending an initial three-year term for the contract, with of the option to renew up to two additional one-year periods depending on need, pricing, service and available funding. Contract values were determined based on historic numbers and cost of survey related tasks (e.g., subdivision maps, lot line adjustments, lot mergers, public easement reviews) as well as anticipated increase to these and other survey-related tasks as needed during the contract term.

FISCAL IMPACT

Costs related to land development services are funded by development related fees.

Funding Source

This project is funded by the Development Enterprise 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

Take the following actions:

- Award three (3) three-year on-call surveying support services contracts in substantially the same form as Attachment 1 to the report to: Giuliani & Kull - San Jose, Inc., Siegfried, and Wilsey Ham, in a not to exceed amount of \$135,000 each.
- Authorize the City Manager to execute the contracts when all necessary conditions have been met.
- Authorize the City Manager to increase each contract up to budgeted amount.

- Authorize the City Manager to renew each contract for up to two additional one-year periods based upon available funding, need, pricing, and service.
- Authorize the City Manager to modify each contract's compensation schedule subject to negotiated pricing.

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. Draft Consultant Services Agreements

**CONSULTANT SERVICES AGREEMENT
BETWEEN CITY OF SUNNYVALE AND GIULIANI & KULL-SAN JOSE, INC.
FOR ON-CALL SURVEYING SUPPORT SERVICES**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and GIULIANI & KULL-SAN JOSE, INC. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as On-Call Surveying Support Services; 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 Mark A. Helton, PE, PLS 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. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Thirty Five Thousand and No/100 Dollars (\$135,000) 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.

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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.

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CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and

knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

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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.

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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.

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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 exceed 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: Jennifer Ng, Assistant Director of Public Works/City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: GIULIANI & KULL-SAN JOSE, INC.
Attn: Mark A. Helton, PE, PLS
4880 Stevens Creek Blvd, Suite 100
San Jose, CA 95129

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

GIULIANI & KULL-SAN JOSE, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
Detailed Scope of Work

Typical services to be provided include:

1. Review of tract maps and parcel maps for conformance with Subdivision Map Act and City Ordinances. Provide stamp and signature on maps and other documents, as necessary, as the City Surveyor.
2. Review of land surveying aspects of tentative maps for conformance with City standards as part of the City's entitlement process.
3. Review of lot line adjustments, certificates of compliance, easement plat maps, legal descriptions, and closure calculations for technical accuracy.
4. Traditional topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features.
5. Develop legal descriptions and plat maps, and other survey-related tasks as needed.
6. Provide a written response to the CITY by the date specified by the CITY or when no date is specified, within fifteen (15) business days of receipt of review material and CITY authorization.

Exhibit B
Compensation Schedule

Hourly rate is \$140.00/hour for the City Surveyor.

If requested, other surveying services can be provided at the following rates:

- 1 Person Field Crew at an hourly rate of \$200.00/hour.
- 2 Person Field Crew at an hourly rate of \$250.00/hour.
- Assistant Surveyor at an hourly rate of \$110.00/hour.
- Computer Technician/Senior Drafter at an hourly rate of \$95.00/hour.
- Clerical/Administrative Support at an hourly rate of \$75/hour.

Reimbursable expenses shall be billed at cost and the maximum markup on each subconsultant shall be 5%. Mileage shall be billed at the IRS Standard Mileage Rate.

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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:** \$2,000,000 per occurrence and \$4,000,000 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.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☒ Professional Liability Insurance in the minimum amount of \$2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) 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 suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

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.

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SIEGFRIED FOR ON-CALL SURVEYING SUPPORT SERVICES**

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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;

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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.

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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 exceed 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.

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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: Jennifer Ng, Assistant Director of Public Works/City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: SIEGFRIED
Attn: Kevin Genasci, PLS
111 North Market Street, Ste 300
San Jose, CA 95113

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

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- 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.

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

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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.

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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

SIEGFRIED
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
Detailed Scope of Work

Typical services to be provided include:

1. Review of tract maps and parcel maps for conformance with Subdivision Map Act and City Ordinances. Provide stamp and signature on maps and other documents, as necessary, as the City Surveyor.
2. Review of land surveying aspects of tentative maps for conformance with City standards as part of the City's entitlement process.
3. Review of lot line adjustments, certificates of compliance, easement plat maps, legal descriptions, and closure calculations for technical accuracy.
4. Traditional topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features.
5. Develop legal descriptions and plat maps, and other survey-related tasks as needed.

Exhibit B
Compensation Schedule

Professional Classification	Hourly Rate
Managing Principal	\$245
Principal	\$219
Senior Associate	\$193
Associate	\$172
Project Engineer	\$163
Engineer II	\$149
Engineer I	\$133
Project Landscape Architect	\$161
Landscape Architect II	\$139
Landscape Architect I	\$114
Project Land Surveyor	\$163
Surveyor II	\$147
Surveyor I	\$129
Survey Crew, 2 Person	\$265
Survey Crew, 1 Person	\$175
Instrumentman	\$188
Chainman/Rodman	\$129
Senior Technician	\$129
Technician III	\$114
Technician II	\$99
Technician I	\$84
Expert Witness	\$400
Clerical	\$77

Reimbursable Expenses

Printing, Copying, Materials, Etc. Cost

Mileage	In accordance with Federal Standard Mileage Reimbursement Rates
---------	--

Instrumentman and Chainman rates apply to services requiring Prevailing Wage Rates for work performed at the job site.

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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:** \$2,000,000 per occurrence and \$4,000,000 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.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☒ Professional Liability Insurance in the minimum amount of \$2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) 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 suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

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.

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
WILSEY HAM FOR ON-CALL SURVEYING SUPPORT SERVICES**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and WILSEY HAM ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as On-Call Surveying Support Services; 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 Ron Cameron, PLS 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. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Thirty Five Thousand and No/100 Dollars (\$135,000) 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, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline

in the State of California.

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the

credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

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

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3130 La Selva Street, Suite 100
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IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

WILSEY HAM
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

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Detailed Scope of Work

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3. Review of lot line adjustments, certificates of compliance, easement plat maps, legal descriptions, and closure calculations for technical accuracy.
4. Traditional topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features.
5. Develop legal descriptions and plat maps, and other survey-related tasks as needed.

Exhibit B Compensation Schedule

I. Charge Rate Fee Schedule

The compensation of Wilsey Ham for work done will be on the basis of an hourly charge rate, plus incurred expenses and will be the sum of all the items set forth below:

A. Personnel Services

Principal Engineer/Surveyor	\$230	Per Hr	Designer/Technician II	\$146	Per Hr
Supervising Engr/Surveyor	214	Per Hr	Designer/Technician I	134	Per Hr
Managing Engineer/Surveyor	204	Per Hr	Cad Operator/Drafter II	123	Per Hr
Senior Engineer/Project Mgr.	192	Per Hr	Designer/Technician	112	Per Hr
Associate Engineer	182	Per Hr	Administrative Assistant	82	Per Hr
Engineer II	172	Per Hr	Technical Assistant	70	Per Hr
Engineer I	161	Per Hr	2 Person Survey Crew	252	Per Hr
Assistant Engineer	146	Per Hr	Contract Personnel	2x	Invoice
Junior Engineer	134	Per Hr	Outside Survey Specialist	172	Per Hr
Senior Designer	150	Per Hr			

**Effective through June 30, 2020 and subject to increase.*

B. Reimbursable Expenses

1. Travel & Transportation Expenses:

- a) Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project, without markup.
- b) Fifty-eight cents (\$0.58) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and fifteen dollars (\$15.00) per hour for use of vehicles carrying field survey equipment or used for field inspection and supervision.

2. Miscellaneous Expenses:

- a) The cost of materials, supplies, reproduction work, agency filing fees, and other services, including communication expenses, without markup.

C. Outside Services

- a) Invoice cost of services and expenses charged to Wilsey Ham by outside consultants, professional, or technical firms engaged in connection with the order, plus 5% handling charge.

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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:** \$2,000,000 per occurrence and \$4,000,000 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.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☒ Professional Liability Insurance in the minimum amount of \$2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) 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 suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

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

19-0522

Agenda Date: 6/18/2019

REPORT TO COUNCIL

SUBJECT

Modify a Purchase Order with Corix Water Products US Inc. for Piping Supplies for Water and Sewer Services (F19-182)

REPORT IN BRIEF

Approval is requested to amend an existing purchase order with Corix Water Products US Inc. of Santa Clara for piping supplies, increasing the not to exceed amount by \$20,478 for a new total not-to-exceed amount of \$380,477.92

EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code City Council approval is required for the procurement of goods and/or services exceeding \$100,000 in any one transaction.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a project under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(b)(2) as an administrative and maintenance activity for the purchase of piping supplies.

BACKGROUND AND DISCUSSION

Piping supplies such as valve parts, fittings, and couplings are used regularly by the Environmental Services Department staff for both infrastructure maintenance and upgrades. Items that are used on a regular, high-volume basis are stocked at the Central Stores warehouse, while supplies needed for emergencies, special projects, or other repairs are purchased on an as-needed basis. All purchases are coordinated through Central Stores.

On February 24, 2015, City Council approved a Purchase Order in the amount of \$360,000, to Corix Water Products US Inc. for piping supplies (RTC No. 15-0176). These piping supplies are used in the maintenance and repairs of the wastewater collection network and the water distribution system. This purchase order also provides materials for installation of water request services for new developments.

To date, the originally awarded Purchase Order has been expended due to an increase in emergency sanitary sewer repairs. This request will increase the Purchase Order by \$20,478 and provide funding to pay outstanding invoices for products purchased for hydrant, sewer line and watermain break repairs that needed to be addressed prior to the purchase order expiration date on April 15, 2019.

A recent competitive solicitation for Piping Supplies completed and recommended purchase order awards are anticipated to be presented to City Council in June 2019.

FISCAL IMPACT

For the last several years, these types of supply procurements have been established with not-to-exceed budgeted amounts because it is difficult to predict precisely how many items will be needed throughout the year. This difficulty is exacerbated by the age of the City's infrastructure.

Expenses have nearly doubled over the last several years, currently totaling approximately \$400,000 per year. These expenses have been within budgeted amounts in the Water Resources Program (Program 360) and the Wastewater Collection Program (Program 367), and various capital projects. As part of the annual budget process, staff will continue to analyze piping supplies purchases and recommend appropriate levels of expenditure for the purchase order term.

Funding Source

Water Supply and Distribution Fund and Wastewater Management 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

Take the following action:

- Authorize the City Manager to amend the existing purchase order with Corix Water Products US Inc. for piping supplies, to increase the not-to-exceed amount by \$20,478 for a new not-to-exceed amount of \$380,477.92

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Ramana Chinnakotla, Director of Environmental Services

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Change Order BL008741 Corix Water Products



ORDERED FROM 17679 - 001 (408) 988-3311 Iconix Waterworks Edward S Walsh 3750 Bassett St Santa Clara, CA 95054	ORDER DATE	BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	EFFECTIVE DATE 3/1/2018	
	EXPIRATION DATE 6/21/2019	
	CONTRACT AMOUNT \$380,477.92	
REQUISITIONING DEPARTMENT (3450) FIN/Central Stores	FOB DEST	FREIGHT CHARGES Destination, freight included in price
	PAYMENT TERMS BELOW	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	<p>Blanket order for the purchase of piping supplies including valve parts, fittings and couplings, as required by the City of Sunnyvale in accordance with the specifications, terms and conditions of Invitation for Bids No. F15-12, vendor's response, and pricing effective 3/1/2016, which is attached and incorporated herein by reference.</p> <p>Individual orders are to be quoted to and approved by City staff prior to order being placed.</p> <p>Awarded by Council 2/24/2015, RTC No. 15-0176.</p> <p>Requisition No. RQ019401</p> <p>This is year 3 of the 3 one-year renewal authorized by Council.</p> <p>Change Order No. 1: Increase contract amount by \$20,477.92 for a total of \$380,477.92.</p> <p>Awarded by City Council _____, RTC No. 19-0522.</p> <p>Requisition No. RQ021963</p> <p>This order replaces BL007889</p>	DLR	\$1.0000

AUTHORIZED DEPARTMENT(S)		
NO	DEPT NAME	RELEASE AMT
3450	FIN/Central Stores	\$380,477.92



AUTHORIZED DEPARTMENT(S)

NO	DEPT NAME	RELEASE AMT
9021	ESD/Sewer & Storm	\$50,000.00
9022	DPW/Ops - Streets	\$50,000.00
9023	ESD/Water	\$80,000.00

DOCUMENT TERMS

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to accountspayable@sunnyvale.ca.gov and must reference the purchase order number. Failure to comply will result in a delay in payment processing.

BUYER:

Cordova, Deborah

PHONE (408) 730-7695

FAX (408) 328-0723



City of Sunnyvale

Agenda Item

19-0362

Agenda Date: 6/18/2019

REPORT TO COUNCIL

SUBJECT

Summary of California Voting Rights Act Phase 1 Community Input, Direction on Number of City Council Districts for a March 2020 Ballot Measure to Amend the City Charter to Implement City Council By-District Elections, and Summary of Phase 2 Next Steps.

BACKGROUND

On September 5, 2018, the City Council held a public hearing regarding changing the City's current at-large with numbered seats system for electing City Council members to a district-based form of elections RTC No. 18-0776. Council directed staff to scope a public outreach and education plan for receiving public input on transitioning to district-based elections.

In October 2018, the City received a certified letter from attorney Laura Ho of the law firm Goldstein, Borgen, Dardarian & Ho, alleging on behalf of potential plaintiff Samir Kalra that the City's current electoral system violates the California Voting Rights Act ("CVRA") because it "dilutes the voting power of Asian American voters." Three additional potential plaintiffs, Sunnyvale residents Galen Kim Davis, Kathy Higuchi, and Bowman Ching, joined the CVRA challenge in January.

Council adopted a resolution of intent to change to district-based elections pursuant to Elections Code section 10010 in November 2018, which provided a 90-day "safe harbor" period during which the City could not be sued. In adopting that resolution, the Council restated its prior direction to move forward with a change to district based elections, and its commitment to do so with public outreach and engagement.

In December 2018, Council adopted a community outreach plan and directed staff to return in February 2019 with an update on initial outreach. Based on the results of initial public outreach as well as legal issues and risks, Council adopted an amended Resolution of Intent, Resolution No. 931-19 (See Attachment 1), on March 19, 2019 to place a charter amendment on the ballot in March 2020.

Staff presented information on outreach efforts from December 2018 through April 2019, public input and polling results regarding the preferred structure of a district-based Council election system, as well as legal analysis on a community alternative (the 4+3 model) at a study session on June 11, 2019 (RTC No. 19-0524).

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 sections 15320, 15378 and 15061 (b)(3) as it is an organizational structure change and does not have the potential to result in either a

direct or reasonable foreseeable indirect physical change in the environment.

DISCUSSION

As part of the City's CVRA Phase 1 outreach efforts, staff gathered community input on important decision points like the number of Council districts and process for selecting the mayor preferred by residents. In addition, the City contracted with Godbe Research to conduct a poll of likely March 2020 voters. Results from community input surveys collected in March and April 2019 show a slight preference for seven districts with selection of the mayor from within Council (49%) compared to six districts and a directly elected mayor (44%). A summary of the community outreach process was presented to Council in a study session on June 11, 2019 (RTC 19-0524, Attachment 1).

A poll of 528 likely March 2020 voters in Sunnyvale was conducted between May 15-18, 2019 that focused on the selection process for the mayor. Results of the poll were also presented to Council in a study session on June 11, 2019 (RTC 19-0524, Attachment 2).

Randomly selected Sunnyvale voters were asked about their level of support for sample ballot questions that focused on either seven districts or six districts and a directly elected mayor. Results were as follows:

- When initially asked about whether they would support seven districts, 48.1% said definitely/probably yes.
- When initially asked about whether they would support six districts and a directly elected mayor, 52.6% said definitely/probably yes.

After participants heard both supporting and critical statement about the potential ballot measure, they were asked the same question about their support for the measure. Results are as follows:

- When asked about whether they would support seven districts, 58.5% said definitely/probably yes.
- When asked about whether they would support six districts and a directly elected mayor, 54.9% said definitely/probably yes.

It is important to note that the preference between the two options is not statistically significant. Based on the sample size, the margin of error was approximately 6% for these split-sample questions. However, as Charles Hester of Godbe Research stated at the June 11 Council study session, based on the final polling questions, the 7-district system has less risk of failing given the margin of error on the low end is above the required 50% voter approval required for either ballot measure to be successful.

In addition to these two options, a group of community members proposed a "4+3 district" alternative in which a 4-district map is used for council elections in presidential years, and a 3-district map is used in gubernatorial years with every voter living in two overlapping districts and is represented by two council members. Legal counsel advised that this model is legally untested and may subject the City to further litigation if a plaintiff contends that it is not a "district-based" system within the meaning of the CVRA. Further legal risks could exist under the Federal Voting Rights Act if the Census 2020 data demonstrate that a majority-minority district could be drawn with a six or seven district system. Lastly, the potential plaintiffs have expressed opposition to this option arguing that the 4+3 option is not a full remedy for the alleged violation of the CVRA (See Attachment 2).

Staff requests Council direction on whether the Council desires seven districts or six districts with an at-large mayor. Direction on this broad issue will (1) allow staff to begin drafting Charter amendments for Council review and approval, and (2) inform the next phase of outreach focused on developing district boundaries. This direction will ensure that Council has ample time for public review of proposed Charter amendment language and adopts district maps by December 2019 pursuant to the Council Election Outreach Plan (Attachment 3) approved by Council on December 11, 2018 (RTC 18-1059).

Next Steps

Phase 2 of the District Elections process involves two parallel paths. First, Council with guidance from City Attorney's Office and public input, will direct staff to draft a proposed Charter Amendment and ballot measure language for the March 2020 election. Second, staff will implement a community-driven district map development process. Both are described below.

Charter Amendment

Based on the Council's direction, staff will draft a Charter amendment that reflects Council direction regarding number of districts and other changes necessary to align existing Charter provisions with the district system selected by the Council. Staff's goal in drafting Charter amendments for Council review will be to add necessary provisions for district elections while maintaining all other existing concepts and principles in the Charter to the extent they are not in conflict, and unless otherwise directed by Council. One or more study sessions will be held in September and October 2019 for the Council to review, discuss, and receive public comment on the proposed Charter amendment language.

A resolution approving the final language and placing the measure on the ballot must be adopted no later than 88 days before the election. However, the City Clerk's preferred date for this action is the November 12, 2019 Council meeting or earlier. Adoption of a resolution placing the final measure on the ballot is currently scheduled for November 12. Attachment 4 provides the full schedule of meetings planned for discussion of the charter measure and district map drawing.

District Map Development

The City is committed to continuing a robust public engagement process in Phase 2 as we work with the community to develop proposed maps for Council consideration. As shown in the Phase 2 draft schedule, this community-driven process will begin with a kick-off meeting on July 15. At this time, residents will have access to an online mapping tool to create proposed maps for new council districts. Residents can attend three training sessions or watch a "how to" video prior to creating a map. A demographer hired by the City will guide the process; from explaining the legal requirements and the mapping tool to helping the community identify viable options and select preferred maps.

There are strict legal requirements for creating district boundaries. The City is required to hold a minimum of four public hearings and make maps under consideration publicly available for at least seven days before a public hearing, including revised maps. In creating the district boundaries, map developers must ensure compliance with the following state and federally mandated legal criteria:

1. each council district shall contain a nearly equal population as required by law; and
2. each council district shall be drawn in a manner that complies with the Federal Voting Rights

Act; and

3. no council district shall be drawn with race as the predominant factor in violation of the principles established by relevant caselaw.

In addition to these legal criteria, other factors may be considered, such as communities of interest and geographic boundaries. Residents will be encouraged to comment on maps created by others at community meetings, pop-ups, surveys, and four Council hearings all prior to the City Council selecting a final map in November. The City Council will be informed of public input, but has the discretion to balance criteria and input when making a final selection.

FISCAL IMPACT

No new fiscal impacts are anticipated at this time from the issues discussed in this report.

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.

ALTERNATIVES

Staff is seeking Council direction on the number of districts and selection of the mayor, which may include the following alternatives:

1. Direct staff to prepare a ballot measure amending the City Charter to change the electoral system from seven at-large numbered seats to seven district seats and engage in a public process for district-map drawing to determine the boundaries for seven city council districts.
2. Direct staff to prepare a ballot measure amending the Charter to change the electoral system from seven at-large numbered seats to six district seats and an at-large, directly elected mayor and engage in a public process for district-map drawing to determine the boundaries for six city council districts.
3. Other action as determined by the Council.

STAFF RECOMMENDATION

Staff makes no recommendation.

Prepared by: Jaqui Guzmán, Deputy City Manager

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution No. 931-19
2. June 6, 2019 letter from plaintiffs regarding 4+3 option
3. Council Election Outreach Plan
4. Draft District Elections Phase 2 Schedule

RESOLUTION NO. 931-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING RESOLUTION NO. 907-18 TO
STATE THE CITY'S INTENT TO PLACE A MEASURE ON
THE MARCH 2020 BALLOT PROPOSING TO AMEND CITY
OF SUNNYVALE CHARTER SECTION 601**

WHEREAS, on November 20, 2018, the City Council adopted Resolution No. 907-18 to address a challenge to the City's election system under the California Voting Rights Act ("CVRA"); and

WHEREAS, Resolution No. 907-18 declared the City's intention to consider an ordinance to place on the March or November 2020 ballot a Charter Amendment(s) amending section 601 of the City of Sunnyvale Charter to eliminate at-large elections with numbered seats and establish a district-based election system (the "Charter Amendment"); and

WHEREAS, in December 2018, the City Council adopted a public outreach and education plan regarding the CVRA and changing the City's election system to a district-based system; and

WHEREAS, feedback at initial community meetings held in February 2019 indicated community support for a Charter Amendment ballot measure in March 2020; and

WHEREAS, at the City Council meeting on February 26, 2019, the City Council directed staff to return with an amendment to Resolution No. 907-18 reflecting the Council's intent to place a measure on the March 2020 ballot to change to district-based City Council elections; and

WHEREAS, Section 6 of Resolution No. 907-18 provides that it shall be amended to include additional specific steps to facilitate the process to change to a district-based election system; and

WHEREAS, the City Council wishes to amend Resolution No. 907-18 to reflect its intent to place the Charter Amendment on the March 2020 ballot.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. Section 3 of Resolution No. 907-18 is hereby amended to read as follows:
 3. Following the community engagement process, the City Council shall consider adopting a resolution in a timely manner calling a municipal election for the purpose of submitting to City voters a ballot measure to place such Charter Amendment or Charter Amendments on the ballot in March 2020.

2. Section 7 is hereby added to Resolution 907-18 as follows:


7. Consistent with the public outreach plan approved by the City Council on December 11, 2018, the Council directs staff to bring back a report on the results of public outreach at a public meeting in June 2019. The Council will consider those results and provide direction to staff regarding the content of a Charter Amendment. The Office of the City Attorney shall prepare a draft of such amendment and return to Council in sufficient time to allow for discussion, approval, and adoption of all documents necessary to place the Council's desired measure on the March 2020 ballot.

3. All other provisions of Resolution No. 907-18 shall remain in full force and effect.

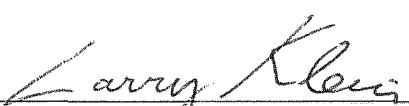
Adopted by the City Council at a regular meeting held on March 19, 2019, by the following vote:

AYES: KLEIN, MELTON, LARSSON, HENDRICKS, SMITH, FONG
NOES: NONE
ABSTAIN: GOLDMAN
ABSENT: NONE
RECUSAL: NONE

ATTEST:


KATHLEEN FRANCO SIMMONS
City Clerk
(SEAL)

APPROVED:


LARRY KLEIN
Mayor

APPROVED AS TO FORM:


MELISSA C. TRONQUET
Assistant City Attorney

June 6, 2019

John Nagel
City Attorney

Via E-Mail Only
JNagel@sunnyvale.ca.gov

Melissa Tronquet
Assistant City Attorney

MTronquet@sunnyvale.ca.gov

Marguerite Mary Leoni

MLeoni@nmgovlaw.com

Re: CVRA Remedies Under Consideration at the June 11, 2019 Study Session

Dear Counsel:

This letter is to follow up and expand on the issues we discussed on our May 17, 2019 phone call. We sent you an email on May 8 expressing concern with a proposed election system to replace the City's current at-large election system involving a rotating 4-district and 3-district map in presidential and gubernatorial election years. We also stated our position on the "4+3" system: we do not believe this untested, eccentric system is a viable remedy for the City's alleged violation of the CVRA, especially when a traditional single-member district remedy is available.

We applaud the City's decision to replace its at-large election system, which we have alleged violates the CVRA because it unlawfully dilutes the ability of Asian American voters to elect candidates of their choice. *See* Cal. Elec. Code § 14027. Now, the City must choose an "appropriate remed[y] . . . tailored to remedy the violation," Cal. Elec. Code § 14029, or continue to face potential CVRA liability.

An appropriate remedy is one that is both lawful and fully remedies the violation. *See Harper v. City of Chicago Heights*, 223 F.3d 593, 599-600 (7th Cir. 2000) ("[I]f the jurisdiction fails to remedy *completely* the violation or if a proposed remedial plan itself constitutes a § 2 violation, the court must itself take measures to remedy the violation." (emphasis added and citation omitted)); *Cane v. Worcester Cnty., Md.*, 35 F.3d 921, 927 (4th Cir. 1994) ("A proposed plan is a legally unacceptable remedy if it violates constitutional or statutory voting rights—that is, if it fails to meet the same standards applicable to an original challenge of an electoral scheme." (internal quotation marks, ellipsis, brackets, and citation omitted)); *Dillard v. Crenshaw Cnty.*, 831 F.2d 246, 250 (11th Cir. 1987) ("The court should exercise its traditional equitable powers to fashion the relief so that it *completely* remedies the prior dilution of minority

voting strength and *fully* provides equal opportunity for minority citizens to participate and to elect candidates of their choice.” (citation omitted)).¹

First, the 4+3 plan is not a *full* and *complete* remedy for the City’s CVRA violation. A full and complete remedy to the City’s CVRA violation would provide Asian Americans an opportunity to elect Council seats roughly in proportion with their citizen voting age population (“CVAP”). See *Johnson v. De Grandy*, 512 U.S. 997, 1000 (1994) (proportionality is “a relevant fact” in “determining whether members of a minority group have less opportunity than other members of the electorate to participate in the political process and to elect representatives of their choice” (internal quotation marks and citation omitted)); *Montes v. City of Yakima*, No. 12-CV-3108-TOR, 2015 WL 11120964, *8 (E.D. Wash. Feb. 17, 2015) (“Rough proportionality is a significant indicator of whether an electoral plan provides an adequate remedy to a Section 2 violation.”). Asian Americans are approximately 35% of the City’s overall CVAP, roughly equal to between two and three seats on a seven-seat Council.

None of the proponents of the 4+3 proposal have shown the 4+3 proposal gives Asian American voters the opportunity to elect even a single seat on the Council. In contrast, under a traditional single-member six-district or seven-district plan, two districts can be drawn that give Asian American voters the opportunity to elect candidates of their choice. We have looked at the demographic data for the City of Sunnyvale and understand that it is possible, under either a six-district or seven-district system, to draw two districts in which the Asian American share of the City’s CVAP is over 45%. On the same maps, it is possible to draw a separate district in which the Latino CVAP is close to or over 30% (30.2% Latino CVAP under a 7-district map and 28.4% Latino CVAP under a 6-district map). Traditional single-member districts have been shown to increase diversity in local governing bodies.²

The City must choose to move forward with the plan that fully remedies the City’s CVRA violation. A traditional, single-member district system is the only proposed option that does so. In addition, the novelty and complexity of the 4+3 proposal and likelihood of voter confusion will threaten its chances of passing on the March 2020 ballot.

The 4+3 system is also not an appropriate remedy because it is an untested, complex voting system that may disadvantage a variety of voters and decrease voter participation in Sunnyvale elections. While no one can be certain of what voters will make of the 4+3 system

¹ California courts look to federal courts’ interpretation of the federal Voting Rights Act when interpreting the CVRA. See *Jauregui v. City of Palmdale*, 226 Cal. App. 781, 806-07 (2014); *Sanchez v. City of Modesto*, 145 Cal. App. 4th 660, 667-69 (2006).

² See Justin Levitt & Douglas Johnson, *Quiet Revolution in California Local Government Gains Momentum*, Rose Institute of State and Local Government (2016), available at: <http://roseinstitute.org/wp-content/uploads/2016/11/CVRA-White-Paper.pdf>. A fact sheet compiled by the ACLU Center for Advocacy & Policy California, Asian Americans Advancing Justice California, and the Mexican American Legal Defense and Education Fund finding an increase in Latino representation in school districts that have switched to district-based elections is available at: <https://www.advancingjustice-alc.org/wp-content/uploads/2012/11/CVRA-Fact-Sheet-12-03-2018.pdf>.

because no other jurisdiction in the country uses such a system, studies have linked depressed voter turnout and increased ballot error in many population groups to the adoption and implementation of complex election systems.³ In remedying its CVRA violation, the City should be focusing on increasing voter participation among groups historically disenfranchised by the City's at-large system – adding complexity to its election system does not serve this goal. This is particularly true in a City like Sunnyvale, where a significant share of the City's voters are naturalized citizens forming new voting habits, or are interacting with the City's election system in a second language.⁴

A traditional single-member district plan is also more consistent with the federal Voting Rights Act, 52 U.S.C. § 10101 *et seq.*, which allows a plaintiff to challenge a jurisdiction's election system if they can show, among other things, that it is possible to draw a majority-minority district. *See Thornburg v. Gingles*, 478 U.S. 30, 50-51 (1986) (requiring to establish liability under the federal Voting Rights Act that plaintiffs show a minority group is “sufficiently large and geographically compact to constitute a majority in a single-member district”). As the City of Sunnyvale's Asian American population grows,⁵ Sunnyvale may soon be able to draw one or more districts with Asian American majorities under a traditional single-member district system. If, at such time, the City uses an alternative election system in which a majority-minority district cannot be drawn, the City leaves its election system vulnerable to challenge under the federal Voting Rights Act.

³ See Francis Neely & Jason McDaniel, *Overvoting and the Equality of Voice under Instant-Runoff Voting in San Francisco*, California Journal of Politics and Policy, 7(4) (2015) (finding that the introduction of ranked-choice voting in San Francisco elections led to higher rates of ballot error for precincts with more African American, Latino, elderly, foreign-born, and less wealthy voters); Jason A. McDaniel, *Writing the Rules to Rank the Candidates: Examining the Impact of Instant-Runoff Voting on Racial Group Turnout in San Francisco Mayoral Elections*, Journal of Urban Affairs 0(0) (2015) (finding a significant decline in voter turnout among Black voters, white voters, young voters, and less educated voters after the adoption of instant runoff voting in San Francisco).

⁴ Compared to the rest of California and the nation, a disproportionately large share of Sunnyvale's voters are naturalized citizens, a disproportionately large share of Sunnyvale's immigrant population are recent arrivals, and a disproportionately large share of Sunnyvale's residents are limited-English proficient. Statistics from the 2013-2017 American Community Survey are available on American Fact Finder, available at: <https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>.

⁵ Asian Americans are the fastest growing racial group in California. *See* “A Community of Contrasts,” Asian American Center for Advancing Justice, 3 (2013), available at: https://www.advancingjustice-la.org/system/files/Communities_of_Contrast_California_2013.pdf (analyzing data from the 2010 Census).

We hope the Council will take these concerns into consideration as it evaluates election systems to include on the March 2020 ballot for voters' approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Ginger L. Grimes". The signature is fluid and cursive, with the first name "Ginger" being more prominent.

Ginger L. Grimes

GLG/kbm

cc: Jaqui Guzman
Deputy City Manager, City of Sunnyvale

Richard Konda
Asian Law Alliance

Jonathan Stein
Asian Americans Advancing Justice – Asian Law Caucus

CITY OF SUNNYVALE

Council Election Outreach Plan



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A. INTRODUCTION

This Community Engagement and Outreach Plan (the “Outreach Plan”) describes tools and strategies to solicit input from Sunnyvale voters and potential voters on amending the City’s Charter to change the existing at-large system with numbered seats for electing City Council members to a district-based election system.

The City Council directed staff to prepare an outreach plan on September 5, 2018 with the goals of addressing potential issues related to the City’s Council election system and the California Voting Rights Act (“CVRA”), soliciting community input on whether to submit a charter amendment to voters to address the CVRA by changing to a district-based system for City Council elections, and ensuring broad community input given the significance of this fundamental governance issue. After that direction, the City received a letter alleging racially polarized voting in the city with respect to Asian voters in violation of the CVRA. The City Council’s direction to staff remains to proceed with the Outreach Plan to educate the community about the requirements of the CVRA and seek the community’s input on several key issues related to a charter amendment to change to district-based elections.

The Outreach Plan includes two main components:

- Public Education and Outreach intended to “get the word out” about the change to a district-based election system and seek input on key issues including the timing of placing the charter amendment on the ballot, number of districts, and related election issues; and
- Public input on and drawing the district maps.

This Plan relies on multiple strategies for participation to allow as many members of the public as possible to learn about district-based elections and participate in the district map development process, regardless of their technological abilities or previous levels of civic engagement.

This Outreach Plan describes the objectives and goals of the outreach process, the target audience for community outreach, the public input process, methods to engage underserved communities, the final synthesis of the results of the public engagement when it is complete, the process for final district map adoption, and the overall schedule and cost for the project.

B. OBJECTIVES AND GOALS

The desired outcomes for the Council election system public engagement process are twofold: First, to educate Sunnyvale residents about the requirements of the CVRA as the driver for the proposed change to district-based elections; and second, to have robust and diverse community participation in the process for drawing district maps for future Council elections. The Outreach Plan’s primary goals are:

- Solicit input from a wide range of Sunnyvale residents, reflecting the range of opinions within the community as well as the City’s demographics.
- Utilize a variety of outreach tools to make it easy for community members to provide input.
- Involve traditionally underrepresented and marginalized communities in the process, including ethnic minorities and low-income communities for whom language and cultural differences and lack of access to technology may otherwise preclude or discourage involvement.

- Design public workshop formats to be as inclusive and open as possible, providing a variety of ways in which individuals can participate and contribute ideas.
- Proactively seek participation and input, rather than waiting for individuals and groups to come forward to participate.

The outreach tools identified below present a series of strategies to achieve these goals.

C. PROJECT BACKGROUND

This section describes the legal and policy background driving the potential change from an at-large Council election system to a district-based Council election system.

The CVRA, signed into law in 2002, allowing local at-large election systems to be challenged if there is evidence that they impair the ability of members of a protected class to elect candidates of their choice or influence the election outcome. A “protected class” is a class of voters who represent a racial, ethnic, or language minority group, as defined by the federal Voting Rights Act of 1965 (FVRA). Plaintiffs must prove the existence of “racially polarized voting,” a situation in which there is a difference in candidate or electoral preferences between voters of a protected class and those of the remaining voters in the electorate. Prior to the passing of the CVRA, only 28 of California’s 482 cities had by-district election systems. Today, close to 100 cities have transitioned to a by-district system, with many more in transition or litigation to resolve the issue.

Currently, Sunnyvale’s electoral system specified in Section 601 of the City Charter provides for at-large elections, with candidates running for one of seven specific seats on a citywide basis. Council members appoint the mayor and vice mayor from among themselves; these are largely ceremonial positions because the Chief Executive Officer of the City is the City Manager (Sunnyvale City Charter section 802).

To date, no city has prevailed in defending its at-large system against a claim filed by any individual or group under the CVRA. Most agencies that have been challenged under the CVRA have settled the cases by switching to district-based elections, and those that have litigated have lost. The risk of litigation is not just requiring a change in a city’s election system, but also liability for substantial attorney fees if a city loses. For example, Santa Clara, a neighboring city with a similar Charter provision for an at-large, numbered-seat election system, was sued by the South Asian Law Alliance¹ claiming the system violated the CVRA by diluting Asian votes. The Santa Clara County Superior Court judge agreed with the plaintiffs and ordered Santa Clara to shift to district-based elections in November 2018, which the City promptly appealed. As of mid-October, it appears that the case could cost the City almost \$5 million in legal fees and court costs, with \$4.17 million requested by the plaintiffs and at least \$580,000 spent by the City for its own bills.²

With the Santa Clara example in mind, the Sunnyvale City Council directed City staff on September 5, 2018 to consider a potential amendment to the City’s Charter to switch to a by-district election system, including conducting a public outreach process to educate the community about the issue and placing a Charter Amendment on the ballot.

¹ The named plaintiffs in the Santa Clara case were Ladonna Yumori Kaku, Wesley Kasuo Mukoyama, Umar Kamal, Michael Kaku, and Herminio Hernando.

² Silicon Valley Voice. “Santa Clara on the Hook for \$5 Million in Voting Rights Case City Lost.” October 15, 2018. Accessed November 15, 2018. <https://www.svvoice.com/santa-clara-on-the-hook-for-3-million-in-voting-rights-case-city-lost/>

However, following that direction the City received a demand letter on October 9, 2018 from the law firm of Goldstein, Borgen, Dardarian & Ho on behalf of Samir Kalra, alleging City's at-large election system creates racially polarized voting in violation of the CVRA. On November 20, 2018, the City Council took the first step in addressing that letter by adopting a resolution of intent to transition to district-based elections, a procedural step under Elections Code Section 10010 that provides a "safe harbor" period of 90 days during which the City cannot be sued. Preparation of this Outreach Plan was directed by the City Council on September 5 and reaffirmed in the November 20 resolution, and implementation will be a key step in the City's efforts to address the CVRA's requirements. Although this Outreach Plan outlines a public engagement process that continues beyond the 90-day safe harbor, to date the City has indicated that timeline is acceptable to the Council. Furthermore, the Outreach Plan provides a defined timeline for outreach during winter and spring 2019, with a decision point in June 2019 for making a determination on when a charter measure will be placed on the ballot.

D. TARGET AUDIENCE

The target audience for the Outreach Plan includes Sunnyvale voters and potential voters, with a particular goal of engaging those in the broader community who might not otherwise participate in civic engagement processes. This Outreach Plan presents a variety of outreach and input strategies, with the understanding that multiple avenues for both outreach and input will provide greater exposure and participation.

According to the 2010 US Census, the population of Sunnyvale was 140,000, though recent estimates from the US Census Bureau's 2016 American Community Survey (ACS) suggest the population has grown to just over 148,000.³ The two most populous demographic groups are Asian, about 42 percent, and Non-Hispanic White, 33 percent. Hispanic/Latino, mixed race, and Black represent the remainder of the population, at 17 percent, 3 percent, and 1 percent, respectively. The Asian population is predominantly comprised of Indians and Chinese, with smaller percentages of Filipinos, Vietnamese, and Koreans.⁴ Data from the California Department of Education for the 2017-18 school year indicates Spanish is the most common first language among English Language Learners at 18 percent.⁵ Chinese, Hindi, Telugu, and Hebrew are all between 1 and 2 percent for other monolingual students.

Under the most recent estimates from the ACS, approximately 52 percent of eligible voters in Sunnyvale are members of a minority group. The remaining 48 percent of eligible voters identify as Non-Hispanic White. Minority groups identifying as Asian, Hispanic/Latino, and Black comprise half of the eligible voting population, at 33 percent, 14 percent, and 3 percent, respectively.⁶ In the 2016 General Election, there were approximately 60,000 registered voters, with 83 percent casting a ballot. Participation from voters with an Asian surname was about 21 percent of voters, while 11 percent had a Spanish surname.⁷

³ US Census Bureau. 2012-2016 American Community Survey 5-Year Estimates.

⁴ Zip Atlas. Sunnyvale, California Zipcode Map & Detailed Profile. Accessed on November 10, 2018. <http://zipatlas.com/us/ca/sunnyvale.htm>

⁵ California Department of Education. District Summary Sunnyvale. Accessed on November 10, 2018. <http://www.ed-data.org/district/Santa-Clara/Sunnyvale>

⁶ City of Sunnyvale. Summary of 2016 General Election.

⁷ City of Sunnyvale. Summary of 2016 General Election.

E. PUBLIC INPUT PROCESS OVERVIEW

The focus of this Outreach Plan is to gather public input regarding a switch from at-large with numbered-seat City Council elections to district-based Council elections, with an emphasis on developing and reviewing proposed district maps. PlaceWorks proposes to implement the Outreach Plan in two phases as described below. PlaceWorks will track the number of people that participate in the outreach process and collect voluntary, self-reported demographic data to measure whether the outreach approach is successfully securing input from all segments of the population.

PHASE 1: GETTING THE WORD OUT AND PUBLIC INPUT ON CHARTER MEASURE DECISION

Phase 1 of the community outreach process has two primary goals: (1) educating the community about the CVRA, district-based elections, and city demographics; and (2) seeking input from the community on key issues related to the decision and process for transitioning to district-based elections.

EDUCATION GOALS

The goal of the education component of Phase 1 is for community members to learn and understand:

- The requirements of the California Voting Rights Act and the process to move to Council district-based elections.
- The existing demographics of the community including age, socio-economic status and race/ethnicity. PlaceWorks will cite multiple sources for demographic data including data from the City's Housing Element, US Census, School District, and other sources.
- Legal issues associated with the change to district-based elections, including risks and costs of CVRA litigation compared to a voluntary switch to district-based elections.
- Potential remedies in CVRA cases, such as court-ordered district elections and district boundaries determined by the court rather than the City if a case proceeds through litigation.

When possible, this information will be presented as a slideshow. When a slideshow is not the appropriate tool to distribute the background information, the same information will be summarized on poster boards and/or handouts. In addition, the project website, described below, will include all available background information. The website will be updated as new data becomes available.

PUBLIC INPUT GOALS

The goal of the public input component of Phase 1 is for community members to provide feedback to the City Council on the following issues:

- Preferred timeline for submitting a charter measure proposing a change to district-based Council elections to the voters, with options of March 2020 (first district elections to occur in November 2020), or November 2020 (first district elections to occur in November 2022);
- Preferences related to number of districts, with options of seven districts, six districts with one at-large mayor, or some other composition;
- Pros and cons of directly electing the mayor;

- Criteria and standards important to the community for establishing district boundaries; and
- Other related information or election considerations of interest or importance to City voters, such as education and input on other electoral systems that satisfy the CVRA and, including preferences related to future redistricting.

Through this component, community members will be introduced to the process of drawing district maps and will have the opportunity to identify their definition of “community of interest.” The City will employ a combination of both public workshops and pop-up events, including events designed to target ethnic and racial minorities and socio-economically disadvantaged groups, to engage the full community in the district mapping process.

At the conclusion of Phase 1, the City anticipates the following actions by the City Council:

- A determination about when to place a charter amendment measure on the ballot in either March 2020 or November 2020;
- Direction on the substance of the ballot measure, particularly the number of districts, and possibly additional changes related to the election system including a method for future redistricting; and
- Articulation of standards that are important to the community in developing district boundaries.

PHASE 2: DISTRICT MAP CREATION

The purpose of Phase 2 is to develop the electoral district maps to be used in future elections.⁸

The City will coordinate with a demographer and use the information provided by community members to inform the drawing of district lines. Community members will have the opportunity to draw their own proposed maps using online and/or paper tools. The final recommended district map will be based on demographer and public input and adopted by the City Council.

F. ENGAGING UNDERSERVED COMMUNITIES

A major goal of this Outreach Plan is to ensure that all segments of the community have the opportunity to participate in the outreach process. It will be important to target outreach opportunities at traditionally underrepresented groups, including disadvantaged/low-income communities for whom language and cultural differences may preclude or discourage involvement.

To engage underserved communities, the City and PlaceWorks will implement a variety of strategies that can be applied to all forms of both “getting the word out” and “public input strategies” that are described below:

- **Special Outreach.** It will be important to perform in-person outreach at local venues where underserved communities congregate, including churches, ethnic markets, and other community gathering places. Specifically, City staff will post flyers and PlaceWorks will solicit opinions before or after faith-based services at locations such as:

⁸ District boundaries are required to be redrawn each new US Census period. If the first district elections are in November 2020, the districts adopted will apply for that election and will then be reevaluated and redrawn following release of the 2020 US Census data.

- Spanish-language Sunday mass at St. Cyprian's ~~Catholic Episcopal~~ Church
- Sunnyvale Hindu Temple and Community Center
- Chung Tai Zen Center of Sunnyvale
- Sunnyvale International Church
- 1st Morning Light Chinese Christian Church
- Samoan First Assembly of God Church
- Iranian Christian Church
- Believers Korean Baptist Church
- Martin Parish

In addition, City staff will post flyers at markets in Sunnyvale that provide service to ethnic minorities such as Madras Groceries, Felipe's Market, Grocery Outlet, Taj Mahal Fresh Market, Western Pacific Filipino Grocery, and Mi Ranchito Produce. PlaceWorks will also target outreach at the 13 mobile home parks, including Casa De Amigos Mobile Park, El Dorado Mobile Home Park, Mary Manor, and Rancho La Mesa.

- **Ethnic Media.** The City will place an ad and news article about the project in ethnic newspapers such as *El Observador*, a bilingual weekly newspaper that serves the nine Bay Area counties; *Calitoday*, a Vietnamese-language newspaper based in San Jose; *World Journal*, a global Chinese newspaper; and/or *India West*, a popular weekly newspaper catering to Indians in the US. The ads and news articles will alert readers about the project and direct them to the project website for more information.
- **Translation and Interpretation.** All meeting materials will be translated into Spanish, Chinese, and Hindi. Meeting materials include workshop and CAC presentations, workshop and CAC handouts, meeting agendas, posters and flyers, and the citywide newsletter. PlaceWorks will provide translation for Spanish, Mandarin, and Hindi at all public workshops.
- **Childcare.** Members of underserved communities often have young children, and lack resources to find care for these children if they want to engage in a civic process. Therefore, events will include fun side activities that kids can undertake so parents can give feedback without distraction. PlaceWorks assumes the City will be responsible for coordinating and providing childcare at the community workshops.
- **Food.** Offering substantial food can be a draw to bring people to a meeting or event, particularly if they are coming straight from work or just need an impetus to attend. Some of the most successful meetings involving underserved communities began with serving light snacks. Therefore, PlaceWorks will provide refreshments at all public workshops.

G. CITIZENS ADVISORY COMMITTEE

The Citizens Advisory Committee (CAC) will play an advisory role for the City Council district election outreach process. The CAC will consist of seven or nine Sunnyvale residents with appropriate knowledge regarding outreach, diversity, and election formats and that represent the geographic, ethnic, and social diversity of the City. Members will be responsible for understanding the potential conversion to district-based elections to the

community, and encouraging participation of community members about both district-based elections and the Outreach Program. Additionally, the CAC will:

- Report on any issues regarding the potential conversion to district-based elections and the Outreach Program that may arise in the community.
- Provide comment on the Outreach Plan final report at the end of Phase 1 before it is submitted by staff and PlaceWorks to the City Council.

Formation of the CAC will be carried out as follows:

- The Mayor will appoint three members of the City Council as a Subcommittee to oversee CAC formation.
- With assistance from Subcommittee members, the City Manager's office will conduct a process to solicit applications from appropriate members of the community eligible to vote in Sunnyvale elections, and will then propose a group of candidates to serve on the CAC.
- The Subcommittee will review the proposed slate of candidates, make changes as necessary, and forward the recommendation to the City Council.
- The City Council will make the final appointments at a regular Council meeting.

Additional criteria for selection of individuals to serve on the CAC may include, but is not limited to:

- Ability to be impartial;
- Appreciation for Sunnyvale's diverse demographics, geography, and similar characteristics;
- Relevant analytical skills;
- Consideration of individual qualifications in conjunction with the goal of achieving a makeup reasonably representative of the City's diversity, including, but not limited to, racial, ethnic, geographic, economic, and gender diversity;⁹ and
- Ability and willingness to promote outreach to the broad community and perform commission member duties in a manner that is impartial and that reinforces public confidence in the integrity of the process.

H. PUBLIC INPUT STRATEGIES

This section describes five separate public input strategies that will be implemented as part of the public engagement process. Providing different methods to provide input will give members of the public multiple opportunities to participate, thereby increasing the number of people involved in the process. The input strategies include:

- **Community Workshops.** Community workshops allow residents and other stakeholders to gather together and share input and ideas about a topic or issue. These face-to-face events provide an invaluable opportunity to find common ground when opinions differ and to find compromises that

⁹ This is not suggesting that formulas or specific ratios will be used or even considered, only that qualifications should also be considered in the context of other factors related to diversity goals, consistent with the goals of the CVRA related to representation reasonably reflective of voter interests.

appeal to most community members. Community workshops will be held in different geographies of the city at familiar and easily accessible facilities to capture all demographics of the population. All community workshops will be captured on video and a link to the video will be posted on the project website. In addition, simultaneous translation will be available in Spanish, Chinese, and Hindi. All meeting materials will be made available in English, Spanish, Chinese, and Hindi. To attract the most participants, workshops will be held in the evenings or on the weekends. PlaceWorks will provide food and beverages. The City and PlaceWorks will advertise this workshop using some combination of the outreach tools identified in the Task 1.1 Community Outreach section.

- **Community Outreach.** City staff and PlaceWorks will build interest about the project using a combination of outreach efforts described in Task 1.1 Community Outreach section. The community outreach campaign will be implemented in Phase 1 to build interest for future events.
- **Pop-Up Events.** Although most Sunnyvale residents might have thoughts about district-based Council elections, it is not always enticing enough to draw busy citizens to share their ideas at an evening or weekend workshop. While community workshops can be effective tools, it is important to go where people are rather than asking them to come to us. Engaging residents who are already attending another event, such as the weekly Farmers' Market or church services, with activities such as quick, on-the-spot surveys are other venues to hear residents' input and market larger community-wide outreach events. Each interaction also provides an opportunity for the participant to learn more and sign up for the project mailing list.
- **Citizens Advisory Committee.** As discussed above, the Citizens Advisory Committee will act as community ambassadors for the project. All meetings will be open to the public with public comment opportunities consistent with the requirements of the Brown Act. Meetings will be noticed on the City's and project websites. All CAC meetings will be captured on video and a link to the video will be posted on the project website.
- **Online Engagement.** Today, in our fast-paced, plugged-in world, it is not enough simply to hold a typical workshop in a local community center and expect to get meaningful and broad-based input from residents and businesses. Public outreach has to work the way people work. Like everyone, Sunnyvale residents are busy with families, after-school activities, sports teams, volunteer organizations, and demanding jobs. Providing the option of online engagement can capture input that might otherwise be unvoiced. Online engagement tools will connect residents with information, decision-makers, and other residents in a professionally facilitated community discussion that builds public awareness of and trust in the project process, without constraints on the time, place, or method of public input.

I. DETAILED SCOPE OF WORK

PHASE 1: GETTING THE WORD OUT AND PUBLIC INPUT ON CHARTER MEASURE DECISION

1.1 COMMUNITY OUTREACH

The City and PlaceWorks will provide educational materials and meeting information to neighborhood associations, public schools, and other relevant cultural and community organizations regarding the district election project to:

- Build interest in the project;
- Educate people about the need to change to district-based elections; and
- Encourage participation in Phase 2 district mapping events and process.

Digital outreach efforts will include colored flyers containing text and infographics, background summaries of the project, and meeting dates and locations. PlaceWorks will translate meeting materials into English, Spanish, Chinese, and Hindi. Meeting materials include workshop and CAC presentations, workshop and CAC handouts, meeting agendas, posters and flyers, and the citywide newsletter.

Digital outreach and advertising opportunities include:

- **Project Website.** PlaceWorks will create a project website that will include:
 - Background information and meeting materials
 - Calendar of outreach events and public hearings
 - Frequently Asked Questions
 - Links to video recordings of public workshops, Citizens Advisory Committee meetings, and Council hearings
 - Contact information for City staff
 - Instructions on how to submit public comment including a comment box
 - Sign-up for email list

A link to the project website will be highly visible on the homepage of the City's website. The project website will be published at least one month in advance of the first public workshop.

- **Social Media.** The City will utilize its Facebook, NextDoor, and Twitter accounts for the project. City staff and PlaceWorks will make regular posts on these accounts to update the public about the project including posting meeting dates and sharing background information about the project. Visibility will be "boosted" through paid advertising on these sites. Meeting information will be posted as soon as the meeting date is set with reminders posted one week in advance of the meeting and on the day of the meeting.
- **Emails.** The City and PlaceWorks will distribute information electronically to neighborhood associations and community organizations for inclusion in their newsletters, as well as to individuals who added themselves to the project email list at public events or through the online engagement portal described below.
- **Posters and Flyers.** PlaceWorks will prepare posters and flyers for the City to print and distribute to key businesses, libraries, community centers, and community groups throughout the City, with a particular focus on businesses or destinations frequented by underserved communities, including specialty markets and delis, cafes, grocery stores, recreation centers, and other destinations that serve a broad cross-section of the community. The City may also provide digital and printed formats of

the flyers to cultural and community organizations that serve the targeted communities of interest. The posters and flyers will educate residents about district elections, the process of drawing district maps, and identify ways to get involved in the project.

- **Voluntary Demographic Survey.** PlaceWorks will prepare a voluntary demographic survey that will be administered at all outreach events as well as online. The survey results will be used to assess the effectiveness of the outreach program in reaching all Sunnyvale demographics.
- **Neighborhood Association Emails and Newsletters.** PlaceWorks will distribute advertisements regarding upcoming meeting dates and engagement opportunities in digital format to neighborhood associations to include in their newsletters and email groups.
- **Presentations.** PlaceWorks will prepare a PowerPoint presentation containing pertinent background information about the project and dates of upcoming outreach events. PlaceWorks will use this presentation at the community workshops and at pop-up events to be held at Neighborhood Associations, PTAs, and churches and temples.
- **Earned Media.** PlaceWorks will prepare up to three press releases that could lead to publication of unpaid news stories in the *Sunnyvale Sun*, a weekly publication covering local news, sports, business, and community events in Sunnyvale, and *The Mercury News*, a Bay Area newspaper.
- **Paid Print Advertising.** The City will place paid advertisements in publications targeting specific demographic groups historically underrepresented, such as ethnic and racial minorities. These may include, but are not limited to, *Calitoday*, a Vietnamese-language newspaper; *World Journal*, a Chinese newspaper covering global issues with a San Francisco-based office; and *India West*, a popular Indian newspaper.
- **Citywide Newsletter.** PlaceWorks will write an article for the City to place in the March 2019 Citywide newsletter (Horizons), which will be mailed to every home in Sunnyvale. The article will be published in English, Spanish, Chinese, and Hindi. The purpose of the article will be to inform residents about the project, provide a link to the project website, and publish initial outreach dates for the CAC and community workshops.
- **Project Mailing List.** The City and PlaceWorks will send out periodic project updates, including information about upcoming public meetings, to subscribers of the project mailing list.

1.2 EDUCATIONAL COMMUNITY WORKSHOPS

Once the outreach work is complete, Phase 1 will include two identical public education workshops. PlaceWorks will facilitate all workshops and will present information on district-based elections, including the financial and legal considerations prompting the City's recommendation for a Charter amendment and how the district system will impact representation of communities in Sunnyvale. These meetings are meant to educate residents, provide a platform for comments, build interest in the issue, and encourage people to think about areas for input on this process.

The City and PlaceWorks will advertise the workshops a minimum of two weeks in advance of the workshops through the project website, City and project email lists, social media posts, and paid and earned media notices.

1.3 CITIZENS ADVISORY COMMITTEE #1

PlaceWorks will facilitate a kick-off meeting with the CAC at the outset of the project. At this meeting, the CAC will work to develop a list of community contacts that should receive notice of each workshop and public

meeting so that the outreach efforts target a diverse audience. The list will contain both postal and email addresses of stakeholders, plus, in the case of agencies, businesses, and organizations, the names and role of key contact people. As the project unfolds, the list will expand over time as City and PlaceWorks receive feedback during Phase 1 and Phase 2 outreach events and hearings. The first CAC meeting is also an opportunity to identify talking points for workshops and meeting materials. Following the meeting, PlaceWorks will prepare a meeting summary.

1.4 COMMUNITY INPUT WORKSHOPS

Three identical public workshops will occur throughout the city: one each in the northern, central, and southern areas of the city. PlaceWorks will facilitate all workshops. Through facilitated small group discussions, community members will be invited to share ideas about:

- Preferred timeline for submitting a charter measure proposing a change to district-based Council elections to the voters, with options of March 2020 (first district elections to occur in November 2020), or November 2020 (first district elections to occur in November 2022);
- Preferences related to number of districts, with options of seven districts, six districts with one at-large mayor, or some other composition;
- Pros and cons of directly electing the mayor;
- Criteria and standards important to the community for establishing district boundaries, which may include exercises involving coloring on physical maps the areas that define their community; and
- Other related information or election considerations of interest or importance to City voters, including preferences related to future redistricting.

Community members will leave the public workshop with an understanding of how their input will be used by the Council in determining ballot measure timing and content, and final district map development.

The City and PlaceWorks will advertise the workshops a minimum of two weeks in advance of the workshops through the project website, City and project email lists, social media posts, and paid and earned media notices.

1.5 POP-UP EVENTS

PlaceWorks will conduct a total of 10 “pop-up” events at various community activities. There will be at least three pop-up events that will target participants who speak Spanish, Chinese, and Hindi.

There will be two types of pop-up events: Type 1 and Type 2 as described below.

Type 1 pop-ups will occur at larger organized events, such as faith-based events or the Sunnyvale Farmers’ Market, as well as smaller informal events, such as youth sports events where community members can quickly provide input on the key questions. While visiting the pop-up station, community members will be able to learn background information about the project, and/or describe their definition of community. They will also obtain a link to the online engagement website described below if they prefer to participate online. Pop-ups are meant to educate residents in a more informal setting and encourage participation at the future workshops. Type 1 pop-up events may occur at:

- Sunnyvale Saturday Farmer’s Market
- Sunnyvale Public Library

- Magic of Sunnyvale & Wine Stroll (mid-May)
- Spring Craft Fair
- Hands on the Arts Festival
- Fit & Fun Fair and other family events offered at Columbia Neighborhood Center
- Faith-based community events
 - International Dinner at Sunnyvale International Church, the last Friday of every month
 - Preeti Bhoj at Sunnyvale Hindu Temple and Community Center, a community feast every Saturday, Sunday, and First Friday of the month
- PTAs Meetings
- Youth sports events
- Afternoons and weekends at popular parks such as Washington Park, Lakewood Park, Las Palmas Park, Sunnyvale Community Center Park, and Ponderosa Park

Type 2 pop-up events will be a full replication of the Community Input Workshops where community members will hear the same presentation and work through the same small group exercise. Type 2 pop-up events may occur at:

- Neighborhood Association meetings
- Mid-Peninsula Housing Project Recreation Centers
- Mobile Home Parks
- Churches and temples

1.6 ON-LINE ENGAGEMENT

In addition to live, person-to-person interactions at public workshops, pop-up events, and City Council meetings, PlaceWorks will augment the project website to allow the public to engage in the Council district-based election planning process via the internet. The project website will be augmented to include online engagement tools which will include:

- **Online Comment and Discussion Forums.** Community members will be asked to define the qualities and physical characteristics of their community. Community members will also be able to leave general comments that can be viewed by all members of the public.
- **Survey.** Community members will be asked questions to help inform the future ballot measure. Potential questions could include seeking input on the number of Council districts to be formed and the process for electing the Mayor.
- **Community of Interest Mapping.** PlaceWorks will use its proprietary online engagement platform to create a web app that allows users to draw what they consider to be their own community of interest.
- **Online District Mapping.** The City's demographer will create a web-based platform to allow users to build and comment on potential district maps, which PlaceWorks will include as a part of the project website. PlaceWorks is available to help to create this tool (at an additional cost) if necessary.

1.7 FINAL OUTREACH SYNTHESIS REPORT

PlaceWorks will prepare a report that summarizes all input received during the outreach events, meetings, and online engagement in Phase 1. The report will include a brief background of the project, outreach goals, outreach results and comments on the four key input areas identified above, and maps and graphics to illustrate participation rates and responses across the city.

1.8 CITIZENS ADVISORY COMMITTEE #2

PlaceWorks will present the findings of the outreach synthesis report. The CAC will review and comment on the report before it is presented to the City Council. Following the meeting, PlaceWorks will prepare a meeting summary.

1.9 CITY COUNCIL MEETING

PlaceWorks will present the findings of the Outreach Report at a City Council meeting. PlaceWorks will present the community's input on the preferred timing for submitting a charter measure, preferences related to the number of districts, criteria and standards for creating district boundaries, and other relevant information.

PHASE 2: DISTRICT MAP ADOPTION

2.1 MAPPING INTRODUCTION AND TRAINING SESSION

The City's demographer will conduct an introduction to the district mapping process and a training for online and paper-based tools that residents may use to participate in the district drawing process. Tips for providing effective public comment may also be discussed. A representative from PlaceWorks will attend this meeting for project continuity.

2.2 INTRODUCTORY PUBLIC HEARINGS

The City will hold two public hearings within 30 days to introduce the district mapping process, review the community priorities for mapping developed in Phase 1, and receive further input from the community regarding composition of districts. A representative from PlaceWorks will attend these meetings for project continuity.

2.3 COMMUNITY MAP DRAWING MEETINGS

PlaceWorks will conduct at least three meetings in different geographical areas of the City for the community to provide input on maps and district boundaries. The City's demographer will prepare and publish in advance of the first meeting one to three sample maps based on previous community input developed during Phase 1 on "communities of interest" and the community priorities for mapping, and will describe the methodology used for boundary development. Attendees will be allowed to testify about the sample maps, create their own maps, or to submit anonymous written comment cards. All maps will be placed on the project website.

The City and PlaceWorks will advertise the workshops a minimum of two weeks in advance of the workshops through the project website, City and project email lists, social media posts, and paid and earned media notices.

2.4 CITIZENS ADVISORY COMMITTEE #3

PlaceWorks will facilitate a Citizen's Advisory Committee public meeting at which the demographer will present a summary of public input from the map drawing meetings. The CAC will provide comment to the demographer for use in developing the draft map(s) to be presented to the City Council. Following the meeting, PlaceWorks will prepare a meeting summary.

2.5 CITY COUNCIL HEARINGS AND DISTRICT MAP ADOPTION

The City Council will hold a minimum of three public hearings for the purpose of discussing and adopting district maps. Following the map drawing meetings, the City's demographer shall prepare at least one draft map responsive to community input from the community map drawing meetings, which the City will publish a minimum of seven days before the first City Council hearing along with the potential sequence of the elections if Council members will be elected in their districts at different times to provide for staggered terms of office.

PlaceWorks will facilitate two Council hearings to present draft district map(s) within a 45-day period. At the first meeting, the demographer will present an overview of the mapping meetings, a summary of community input received at those meetings, and the draft map(s). At the first and second meetings, the Council and the public may provide comment regarding the content of the draft map or maps and the proposed sequence of elections. The Council may also provide instructions for changes to district boundaries.

The City's demographer will update the district map to incorporate City Council direction, and if a draft map is revised at or following a hearing, it shall be published and made available to the public for at least seven days before being adopted. At the third Council meeting, PlaceWorks will introduce the map for Council to consider for adoption. It is possible that the Council will need more than three hearings to adopt the final district map. This scope of work will be adjusted as necessary.

J. SCHEDULE

The proposed schedule for completion of the Outreach Plan is shown in Table 1. As shown in the schedule, we anticipate that the final district map can be completed by Winter 2019.

TABLE 1 PROJECT SCHEDULE

Task	Timing
Phase 1: Getting the Word Out & Public Input	January – May 2019
Council determination of election date, ballot content, and community priorities for district drawing	June 2019
Phase 2: District Map Drawing	July – December 2019
Charter Amendment Vote ¹⁰	March 2020 or November 2020
First By-District Council Election ¹¹	November 2020 or November 2022

¹⁰ To be determined by Council in June 2019 at the conclusion of Phase 1.

¹¹ Dependent on Council action.

TABLE 1 PROJECT SCHEDULE

Task	Timing
------	--------

K. COSTS

PlaceWorks proposes to complete the Council Election System public engagement process for a cost not-to-exceed \$284,111, as shown on Table 2.

COUNCIL ELECTION COMMUNITY ENGAGEMENT AND OUTREACH PLAN
CITY OF SUNNYVALE

TABLE 2 COST TABLE

	PLACEWORKS													SUBCONSULTANTS						
	David Early	Carey Stone	Rob Mazur	Jessica Setiawan	Erin Voss	Nando Sandoval	Cliff Lau	Pranjali Deokule	Graphics	WP / Clerical				Translation	Cameron Washington					
	Principal-in-Charge \$290	Project Manager \$165	GIS \$165	Associate \$135	Planner \$95	Planner \$100	Web Designer \$125	Planner \$105	\$100	\$125	PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	Translation	Videography	10% Subconsultant Markup	Subconsultant Total	Total Task Budget		
PHASE 1: Getting the Word Out and Public Input on Charter Measure Decision																				
1.1 Community Outreach	20	60			16	24	55	24	40		239	\$660	\$33,675	0	0	\$0	\$0	\$33,675		
1.2 Educational Community Workshops (2)	20	34			56	16			12		138	\$391	\$19,921	1,640	2,400	\$404	\$4,444	\$24,365		
1.3 Citizens Advisory Committee #1	11	24			10				6	2	53	\$179	\$9,129	0	800	\$80	\$880	\$10,009		
1.4 Community Input Workshops (3)	30	46		8	70	16	4		12		186	\$546	\$27,866	2,460	3,600	\$606	\$6,666	\$34,532		
1.5 Pop-up Events	13	118			80	80		80	20		391	\$985	\$50,225	0	0	\$0	\$0	\$50,225		
1.6 On-line Engagement	5	12	26	24	16		24				107	\$310	\$15,790	0	0	\$0	\$0	\$15,790		
1.7 Final Outreach Synthesis Report	22	42		16	60		2		6	8	156	\$460	\$23,480	0	0	\$0	\$0	\$23,480		
1.8 Citizens Advisory Committee #2	11	24			10				6	2	53	\$179	\$9,129	0	800	\$80	\$880	\$10,009		
1.9 City Council Meeting (1)	8	16							2		26	\$103	\$5,263	0	0	\$0	\$0	\$5,263		
Phase 1 Subtotal	140	376	26	48	318	136	85	104	104	12	1349	\$3,813	\$194,478	\$4,100	\$7,600	\$1,170	\$12,870	\$207,348		
PHASE 2: District Map Adoption																				
2.1 Mapping Introduction and Training Session	5	2									7	\$36	\$1,816	0	0	\$0	\$0	\$1,816		
2.2 Introductory Public Hearings (2)	10	2			0						12	\$65	\$3,295	0	0	\$0	\$0	\$3,295		
2.3 Community Map Drawing Meetings (3)	30	46		8	70	16	4	4	8		186	\$547	\$27,887	2,460	3,600	\$606	\$6,666	\$34,553		
2.4 Citizens Advisory Committee #3	11	24			10				6	2	53	\$179	\$9,129	0	800	\$80	\$880	\$10,009		
2.5 City Council Hearings and District Map Adoption (3)	24	48	0	0	0	0	0	0	6	0	78	\$310	\$15,790	0	0	\$0	\$0	\$15,790		
Phase 2 Subtotal	80	122	0	8	80	16	4	4	20	2	336	\$1,137	\$57,917	\$2,460	\$4,400	\$686	\$7,546	\$65,463		
Labor Hours Total	220	498	26	56	398	152	89	108	124	14	1685									
Labor Dollars Total	\$63,800	\$82,170	\$676	\$9,240	\$37,810	\$15,200	\$11,125	\$11,340	\$12,400	\$1,750		\$4,950	\$252,395	\$6,560	\$12,000		\$20,416	\$272,811		
PlaceWorks Percent of Total Labor	13%	30%	2%	3%	24%	9%	5%	6%	7%	1%										
EXPENSES																				
EXPENSES TOTAL																	\$11,300			
GRAND TOTAL																			\$284,111	

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DRAFT District Elections Phase 2 Schedule

CAC meeting #4 – **July 11**

6:00 p.m. – 7:30 p.m.

West Conference Room, City Hall

Phase 2 Mapping kickoff and training session on mapping – **Monday, July 15 *Noticed**

6:00 p.m. – 8:00 p.m.

Library Program Room

- Short presentation summarizing Phase 1, introducing Phase 2 process and timeline, and legal requirements, discretionary criteria for map development
- Initial map drawing training session
- Maptitude go-live at www.SunnyvaleElections.org

Map drawing meeting #2: **Wednesday, July 31**

6:00 p.m. – 8:00 p.m.

Library Program Room

- Short presentation summarizing Phase 1, introducing Phase 2 process and timeline, and legal requirements, discretionary criteria for map development
- Map drawing training session
- Technical assistance with map development

Map drawing open house: **Tuesday, August 20**

6:00 p.m. – 8:00 p.m.

Library Program Room

- Technical assistance with map development

Deadline for map submission: Saturday, August 24

Charter language study session: **September 10**

District maps hearing #1: **September 10**

Council Chambers, City Hall

- Draft community maps to be posted 7 days before the hearing
- Council to provide direction on priority criteria for district maps and initial feedback on viable community maps

Open Town Hall survey #1 (September 11-September 30)

CAC meeting #5: **September 19**

6:00 p.m. – 7:30 p.m.

Recreation Center Conference Room, Sunnyvale Community Center

Community workshop and map drawing meeting #3: **Thursday, September 26 *Noticed**

6:00 p.m. – 8:00 p.m.

Community Center - Community Room

- Introduce and get feedback on viable maps as determined by Council at first hearing
- Technical assistance on map refinement

Charter language study session (if necessary): **October 8**

District maps hearing #2: **October 8**

Council Chambers, City Hall

- Deadline for refined maps is September 29 as draft maps to be posted 7 days before the hearing
- Present info on engagement and survey results
- Review refined maps
- Narrow to 8-10 maps

Open City Hall survey #2 (October 9- October 25)

Potential Community Input meeting or pop-ups (October 9-October 25)

- Mobile home park
- Ethnic churches (St. Cyprian, Chung Tai Zen Center, others TBD)
- Sunnyvale Community Center/Senior Center
- Library
- Farmer's Market
- Parent groups (TBD)

District maps hearing #3: **November 5**

Council Chambers, City Hall

- Deadline for refined maps is October 25 as draft maps to be posted 7 days before the hearing
- Present info on engagement and survey results
- Review refined maps
- Narrow to 2-3 maps

District maps hearing #4 and adoption of ballot measure resolution: **November 12**

Council Chambers, City Hall

- Preferred deadline to adopt resolution placing measure on the March 2020 ballot
Council selection of map
- Map selection (draft maps to be posted 7 days before the hearing)

District maps hearing #5: **December 3**

Council Chambers, City Hall

- Council 1st reading of ordinance adopting map

District maps hearing #6: **December 10**

Council Chambers, City Hall

- Council 2nd reading of ordinance adopting map



City of Sunnyvale

Agenda Item

19-0605

Agenda Date: 6/18/2019

Information/Action Items

Information/Action Items - Council Directions to Staff

Date Requested	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	Jun 2019	
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	Jun 2019	
8/28/18	Staff to provide quarterly updates to Council on ERP implementation progress	OCM	Jul 2019	
2/7/19	Produce quarterly report on staff vacancies and include, actual staff total numbers for each department, including part-time positions.	HRD	Jul 2019	
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	Jul 2019	
5/21/19	Info item to Council on paving options available on Wolfe Road and Homestead Avenue area.	DPW	Jul 2019	

New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
5/21/19	Establish a formal SMART City initiative. Look at construction and implementation of an innovation roadmap in alignment with our strategic priority. Include looking at inclusion of a digital funding to include digital strategy.	Fong , Goldman, Klein	ITD	



City of Sunnyvale

Agenda Item

19-0606

Agenda Date: 6/18/2019

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft Bicycle and Pedestrian Advisory Commission

Thursday, May 16, 2019

6:30 PM

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

CALL TO ORDER

Chair Cordes called the meeting to order at 6:30 p.m.

SALUTE TO THE FLAG

Chair Cordes led the salute to the flag.

ROLL CALL

Present 6 - Chair John Cordes
Vice Chair Susan Bremond
Commissioner Richard Mehlinger
Commissioner Leia Mehlman
Commissioner Scott Swail
Commissioner Kyle Welch
Absent 1 - Commissioner Timothy Oey

Status of an absence: Commissioner Oey (excused)
Council Liaison Member Glenn Hendricks (present)

PRESENTATION

[19-0567](#) Annual reporting on collisions involving pedestrians and cyclists

Lieutenant Tracy Hern, supervisor of the Division of the Traffic Safety Unit at the City of Sunnyvale Public Safety Department, gave a presentation on 1st quarter results from collisions and trends report for the last 5 years.

Commissioner Mehlinger asked for clarification on what vehicles can stop in bike lanes.

Lieutenant Hern noted that only emergency vehicles, US Postal Service vehicles, garbage trucks and tow trucks may block the bike lane.

Commissioner Mehlman inquired about whether Lyft and Uber drivers are getting cited for being in the bike lanes.

Vice Chair Bremond asked if there was any data on jay walking and whether they are caused by a lack of nearby crosswalks. Vice Chair Bremond asked if there are any education programs available for drivers or senior pedestrians.

Commissioner Mehlinger asked if the numbers from enforcement actions get relayed to Department of Public Works. Lieutenant Hern stated that the Traffic Safety Unit works closely with Department of Public Works.

Chair Cordes inquired about the following:

- The Department of Public Safety's involvement with the Vision Zero Plan
- The Safe Routes to School Program
- Primary Collision Factors(PCF)
- School speed limit change to 15mph
- Construction traffic diversion

[19-0568](#) Using Social Media and other Citywide Channels to Promote BPAC

Jennifer Garnett, Communications Officer with the City of Sunnyvale, gave a presentation on Citywide communications as it relates to the Bicycle and Pedestrian Advisory Commission(BPAC). Ms. Garnett spoke about the Communications Division's role and responsibilities.

Commissioner Mehlman asked about the following topics:

- Encouraging more participation at the BPAC meetings
- Using different languages for public outreach materials
- Outreach to underserved populations

Commissioner Mehlinger asked what can the City do to increase public feedback on projects. Commissioner Mehlinger suggested a quarterly bicycle ride through the city.

Commissioner Welch suggested that the BPAC submit articles on a regular basis in the City's publication of the Horizon Newsletter. Commissioner Welch asked if the City has considered digital signage in high traffic areas to promote bicycle and pedestrian safety and awareness.

Chair Cordes asked about the following:

- New content on Sunnyvale's Community television channel KMVT
- Using social media to notify the public about BPAC meetings
- Use the event calendar on the City website to inform residents about the upcoming BPAC meetings

Commissioner Mehlinger asked for a recess at 8:00 p.m. The meeting reconvened at 8:05 p.m.

[19-0569](#) City of Sunnyvale Vehicle Miles Traveled (VMT) Reduction Strategies

Chip Taylor, Director of Department of Public Works at the City of Sunnyvale, gave a presentation on Vehicle Miles Traveled (VMT) reduction strategies and how to reduce automobile trips on the City's roadways.

Commissioner Mehlinger inquired about dockless bikes, incorporating Complete Streets Policy and VMT reduction. Commissioner Mehlinger asked about CAP 2.0 goals.

Commissioner Mehlerman asked the following questions:

- How is VMT data obtained.
- Do you solicit Waze or Google to get data.
- What are we doing now to change the infrastructure for electric vehicles.

Chair Cordes asked about the following:

- Where do the TDM Reduction Goals come from
- How many TDM programs or agreements does the City have and how many developments have failed to meet their targets
- Is there going to be any coordination between the Bicycle Master Plan and the Annual Slurry Seal project; Bike lanes should be installed according to the 2006 Bicycle Master Plan
- How is the Vision Zero Plan related to the Bicycle Master Plan, Pedestrian Master Plan and the Safe Routes to School Plan
- Traffic Impact Fees

ORAL COMMUNICATIONS

Alejandro Marti, member of the public, discussed police escorts at the Hands of the Arts event and asked the following questions:

- Are there any plans to put Police Officers on bikes.
- Can the City have protected bike lanes.

- Can the City add more bike racks in downtown Sunnyvale.

Sam Rupel, member of the public, made the following comments:

- Encourage BPAC members to do more outreach.
- Push to get more active on social media.
- Encourage E-bike and E-scooter share programs.

CONSENT CALENDAR

- 1.A** [19-0550](#) Approve the Bicycle and Pedestrian Advisory Commission Meeting Minutes of April 18, 2019.

Commissioner Swail moved and Vice Chair Bremond seconded the motion to approve the Bicycle and Pedestrian Commission minutes of April 18, 2019. The motion carried by the following vote:

Yes 6 - Chair Cordes
 Vice Chair Bremond
 Commissioner Mehlinger
 Commissioner Mehlman
 Commissioner Swail
 Commissioner Welch

No 0

Absent 1 - Commissioner Oey

PUBLIC HEARINGS/GENERAL BUSINESS

- 2.** [19-0570](#) Report and Discussion of Recent VTA BPAC Meeting

Dave Simons, VTA BPAC Representative, gave the meeting summary report regarding the following topics:

- Update on VTA bus route reductions.
- Update on Foothill Expressway.
- Recommend that BPAC and City Council invite Brent Pearce, a VTA representative, to give a presentation on his recent trip to Copenhagen related to bicycle facilities.
- Measure B Bike/Pedestrian Capital Projects - revisions to competitive grant criteria.

- 3.** [19-0571](#) Review Fiscal Year 19/20 Recommended Budget

Staff Report: Lillian Tsang, Principal Transportation Engineer/Planner, provided a

staff report on the agenda item.

- Went to Council on May 6
- Budget Workshop on May 23
- Public Hearing on June 11
- Adoption of budget on June 25
- Full documents can be found on the City website; Transportation and Traffic Projects start on page 512
- For FY 19/20, the recommended budget for Transportation and Traffic related projects is \$3.47 million which is a 2.3% increase from last fiscal year

Chair Cordes inquired about unfunded programs and the project list and asked the following questions:

- Will any of the money from Measure B go to bicycle infrastructure?
- Can we have more information on what the City is proposing to do on Fremont Avenue and Bernardo Avenue near SR85?
- Can we get the CIP project list for bicycle infrastructure instead of the website document?

Council member Hendricks and Ms. Tsang spoke about the unfunded programs.

Commissioner Mehlinger expressed his concerns regarding the supplement in the full packet.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

4. [19-0574](#) BPAC 2020 Proposed Study Issues

Commissioner Mehlinger suggested an amendment to the existing proposed study issue in regards to installing a Guided Bike Route from Santa Clara to Mountain View to include two east-west class IV routes on Evelyn Avenue and El Camino Real.

Commissioner Mehlinger suggested a new study issue which would consider placing bollards or planters at street corners to protect pedestrians. There was no second motion to add the item to a future BPAC agenda.

Mr. Simons, member of the public, made comments on the Homestead Road study.

Alejandro Marti, member of the public, expressed his support for Commissioner

Mehlinger's suggestion relating to the Guided Bike Route from Santa Clara to Mountain View.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Mehlinger asked about the Transportation Development Act (TDA) funding and the Bridges proposal with ADA compliance.

Chair Cordes commented and asked a question on the Bridges proposal with ADA compliance.

Chair Cordes made the following comments:

- Viva Calle on Sunday, May 19, 2019 from 10 a.m. -3 p.m. in San Jose.
- Silicon Valley Bike Coalition Bike Summit in Mountain View at the Recreation Center on August 1, 2019.
- City of Mountain View Live on August 1, 2019 evening where part of Castro Ave. will be closed to traffic.

Chair Cordes asked about the Caltrain Grade Separation Feasibility Project update.

-Staff Comments

Ms. Tsang commented and answered questions on the following:

- Bike to Work Day was held on May 9, 2019, overall there is a 7% increase in the number of bicyclists stopping by or passing by the two Sunnyvale hosted energizer stations.
- Active Transportation Plan (ATP) - responded to Commissioner's questions from the April BPAC meeting.
- Update on Slurry Seal and Bike plan.
- Board and Commission Recognition Reception to be held on June 20, 2019 at the Senior Center at 5:15 p.m.
- Presentation at the upcoming June BPAC meeting by Ellen Talbo, Santa Clara County Roads and Airports Department, on the County Expressway Bike Guidelines.

INFORMATION ONLY REPORTS/ITEMS

[19-0561](#) BPAC 2019 Annual Work Plan

[19-0563](#) Active Items List-May 2019

[19-0565](#) 2019 BPAC Utility Bill Flier

Chair Cordes suggested changing the title of the insert.

ADJOURNMENT

Chair Cordes adjourned the meeting at 9:34 p.m.



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, June 3, 2019

7:00 PM

Library Program Room, Sunnyvale Public
Library, 665 W. Olive Ave., Sunnyvale, CA
94086

CALL TO ORDER

Chair Lai called the meeting to order at 7:00 p.m.

ROLL CALL

Present: 5 - Chair Carey Wingyin Lai
Vice Chair Daniel Bremond
Board Member Tina Hwang
Board Member Mark Isaak
Board Member Sharlene Wang

Council Liasion Fong (absent)

Board Member Hwang arrived at 7:05 p.m.

PRESENTATION

[19-0612](#) PRESENTATION - Multi-lingual Services and English as a
Second Language

Sue Kaplan, Supervising Librarian, provided the Board with an overview of the ongoing programs and events conducted both inside and outside the Library. Ms. Kaplan spoke about materials offered in the Library that are culturally inclusive.

Board Members commented on Library materials matching the demographics in Sunnyvale, Translator requests and the Library's online database.

ORAL COMMUNICATIONS

Susan Bremond spoke regarding English Second Language (ESL) and requested that the Library have a recommended list of ESL books for advanced readers. Ms. Bremond would also like to see an ESL book club formed.

CONSENT CALENDAR

- 1 [19-0619](#) Approve the Board of Library Trustees Meeting Minutes of May 20, 2019

Vice Chair Bremond moved and Board Member Hwang seconded, approval of the Board of Library Trustees minutes of May 20, 2019. The motion carried by the following vote:

Yes: 5 - Chair Lai
 Vice Chair Bremond
 Board Member Hwang
 Board Member Isaak
 Board Member Wang

No: 0

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [19-0008](#) Recommend that the City Council Approve and Authorize the City Manager to Execute an Amended and Restated Agreement Between the City of Sunnyvale and the Friends of the Sunnyvale Public Library.

Board Member Mark Isaak recused himself at 7:25 p.m.

Board Member Isaak currently sits on the Board for the Friends of the Sunnyvale Public Library and recused himself due to the conflict of interest.

Steve Sloan, Superintendent of Libraries, spoke about the agreement and reviewed the amendments to the agreement. Amendments included:

- 5 year agreement with option to renew,
- Current agreement does not offer flexibility on Library space, whereas the new agreement, utilize's Library space
- Friends will now be allowed to apply for grants on the Library's behalf
- Maintenance of the Friends website

The Friends of the Public Library's purpose is to enhance and support the Library.

Board Members commented on the amended agreement specification, donation of the 10% of funds that do not go to the Library, and fundraising efforts.

Board Members made a motion to modify the Friends of the Sunnyvale Public Library agreement to include review by the Board of Library Trustees if the agreement is renewed for the 2 year period.

Vice Chair Bremond moved and Board Member Hwang seconded the motion to amend the Friends of the Sunnyvale Public Library Agreement to include review by the Board of Library Trustees upon 2 year renewal. The motion carried by the following vote:

Yes: 4 - Chair Lai
Vice Chair Bremond
Board Member Hwang
Board Member Wang

No: 0

Recused: 1 - Board Member Isaak

Vice Chair Bremond moved and Board Member Hwang seconded the motion to Approve and Authorize the City Manager to Execute an Amended and Restated Agreement Between the City of Sunnyvale and the Friends of the Sunnyvale Public Library. The motion carried by the following vote:

Yes: 4 - Chair Lai
Vice Chair Bremond
Board Member Hwang
Board Member Wang

No: 0

Recused: 1 - Board Member Isaak

Board Member Mark Isaak returned to the room at 7:35 p.m.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

The Board inquired about senior training, data in regards to digital accessibility, and printing services at the Library.

-Staff Comments

Superintendent Steve Sloan spoke about:

- Outdoor Expo at the Library on Saturday, June 22. We encourage the Board to volunteer and/or attend.
- Summer reading has begun.
- Space camp program on Saturday, July 27.

Director of Library and Community Services, Cherise Brandell introduced herself and thanked the Board for everything they do for the Library.

ADJOURNMENT

Chair Lai adjourned the meeting at 7:52 p.m.



City of Sunnyvale

Agenda Item

19-0604

Agenda Date: 6/18/2019

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, June 25, 2019 - City Council

Closed Session

- 19-0324** 5:30 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: Council Compensation Subcommittee
Members Glenn Hendricks, Larry Klein, Russ Melton
Unrepresented employee: City Attorney
- 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

- 19-0358** City Council Adoption of the FY 2019/20 Budget, Fee Schedule, and Appropriations Limit and Sunnyvale Financing Authority Adoption of the FY 2019/20 Budget
- 19-0319** FY 2019/20 General Fund Human Services Grant Funding Allocations
- 19-0327** Adopt a Resolution to Approve the Final Engineer's Report, Confirm the Assessment, and Levy and Collect an Annual Assessment for The Downtown Parking Maintenance District for Fiscal Year 2019/20
- 19-0376** Proposed Utility Rate Increases for FY 2019/20 Rates for Water, Wastewater, and Solid Waste Utilities for Services Provided to Customers Within and Outside City Boundaries; Finding of CEQA Exemption Pursuant to Public Resource Code Section 21080(b)(8) and CEQA Guidelines Section 15273
- 19-0551** Adopt a Resolution to Cause Charges for Non-Payment of Delinquent Utility Charges to be placed on the FY 2019/20 County of Santa Clara Property Tax Roll
- 19-0625** First Agreement Extension Amendment to Agreement between the City of

Sunnyvale and Google to Reimburse the City for the Planning, Development and Engineering Services Related to Google and City Transportation Projects for four additional years

Tuesday, July 16, 2019 - City Council

Special Order of the Day

19-0315 SPECIAL ORDER OF THE DAY - Parks and Recreation Month

Public Hearings/General Business

- 19-0224** Authorize the City Manager or His Designee to Waive Transient Occupancy Taxes for Short-term Rental Hosts Who Come into Full Compliance with the Sunnyvale Municipal Code.
- 19-0381** Telecommunications Facilities in Right of Way - Overview of Design Criteria
- 19-0491** Adopt a Resolution Confirming the Report and Assessment List for Unpaid Administrative Citations to be Placed on the FY 2019/20 County of Santa Clara Property Tax Roll, and Find that this Action is Exempt from CEQA
- 19-0610** REQUEST FOR CONTINUANCE TO JULY 30, 2019.
Updates to the Design Guidelines for the Murphy Station Heritage Landmark District: Adopt a Resolution Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from CEQA Pursuant to CEQA Guideline Sections 15308 and 15061(b)(3). (Study Issue)

Tuesday, July 30, 2019 - City Council

Public Hearings/General Business

- 19-0275** Consider Amending (1) the Salary Schedule of the City's Salary Resolution to Increase the Control Point for the City Attorney Classification and (2) the Employment Agreement between the City of Sunnyvale and City Attorney John A. Nagel to Increase the Salary
- 19-0519** Proposed Project: To consider a public engagement plan that allows for a preparation of a Village Center Precise Plan for a 7.81-acre site.
Location: Street 102-166 E. Fremont Ave. (APNs: 309-01-002, 006, and 009) and 1300 Sunnyvale Saratoga Road (APN: 309-01-007)
File #: 2018-7632
Zoning: Neighborhood Business with a Planned Development Combining District (C-1-PD)
Applicant / Owner: True Life Companies /Fremont Corners, Inc Et Al, Gahrahmat Family Lpii LP, Au Energy LLC (owner)
Environmental Review: Exempt from further environmental review pursuant to Section 15378 (a) of the California Environmental Quality Act. The Public

Engagement Plan is not considered a project 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.

Project Planner: Cindy Hom, (408) 730-7411, Chom@sunnyvale.ca.gov

- 19-0594** Updates to the Design Guidelines for the Murphy Station Heritage Landmark District: Adopt a Resolution Updating the Design Guidelines for the Murphy Station Heritage Landmark District, and Find that the Action is Exempt from CEQA Pursuant to CEQA Guideline Sections 15308 and 15061(b)(3). (Study Issue)

Tuesday, August 13, 2019 - City Council

Study Session

- 19-0110** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Presentation

- 19-0435** PRESENTATION - Overview of Census 2020

Public Hearings/General Business

- 19-0126** Proposed Project: General Plan Amendment Initiation request to study changing the General Plan designation of the site from Commercial to Medium Density Residential
Location: 870 W. Evelyn Street (APNs:165-16-004)
File #: 2019-7298
Zoning: C4
Applicant / Owner: Trumark Homes
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).
Project Planner: Margaret Netto, (408) 730-7628, mnetto@sunnyvale.ca.gov

- 19-0530** Proposed Project: General Plan Amendment Initiation request to study changing the General Plan designation of the site from Low Medium Density Residential to High Density Residential.
Location: 828 Morse Avenue and 560 W. Ahwanee Avenue on Drive (APN: 204-08-027 and 204-08-029)
File #: 2019-7301
Zoning: R-3
Applicant / Owner: FNZ Architects Inc. (applicant) / Sia Vassoughi (owner)
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).
Project Planner: Ryan Kuchenig, (408) 730-7431, rkuchenig@sunnyvale.ca.gov

Tuesday, August 27, 2019 - City Council

Public Hearings/General Business

- 19-0230** Appoint Applicants to Boards and Commissions (as needed)
- 19-0649** Approve the updates to Council Policy 7.2.19 Boards and Commissions as Recommended by the Council Subcommittee on Board and Commission Bylaws

Tuesday, September 10, 2019 - City Council

Special Order of the Day

- 19-0232** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as needed)
- 19-0316** SPECIAL ORDER OF THE DAY - Senior Initiative - Active Aging Week

Public Hearings/General Business

- 19-0096** Agenda Items Pending - to be scheduled

Tuesday, September 24, 2019 - City Council

Public Hearings/General Business

- 19-0369** Provide a Comprehensive Review and Update of Title 6 (Animals) of the Sunnyvale Municipal Code to Amend, Modernize, and Reorganize Content

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

Tuesday, October 29, 2019 - City Council

Closed Session

- 19-0325** 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

Public Hearings/General Business

19-0611 Adoption of the California Fire Code

19-0624 Introduction of Ordinance: Amending Various Sections of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference the 2019 California Building, Residential, Mechanical, Plumbing, Electrical, Building Standards Administrative, Energy, Historical Building, Existing Building, and Green Building Standards Codes, and the International Property Maintenance Code, with Local Amendments and Related Findings.

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

Closed Session

19-0278 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager and City Attorney

Public Hearings/General Business

19-0127 2019 3rd Quarterly Consideration of General Plan Amendment Initiation Requests

Tuesday, December 3, 2019 - City Council

Closed Session

19-0276 6:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager and City Attorney

Public Hearings/General Business

19-0231 Appoint Applicants to Boards and Commissions (as needed)

Tuesday, December 10, 2019 - City Council

Closed Session

19-0326 5:00 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager and City Attorney

Study Session

19-0234 6:45 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of Vice Mayor for 2020

Special Order of the Day

19-0233 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and
Commission Members (as needed)

Public Hearings/General Business

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**

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

19-0493 Climate Action Playbook

19-0592 City Hall Schematic Design