

**DRAFT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND
CALLANDER ASSOCIATES FOR CONSULTANT SERVICES ASSOCIATED WITH THE
DEVELOPMENT OF THE LAWRENCE STATION AREA SENSE OF PLACE PLAN**

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

WHEREAS, CITY is in need of specialized services for the development of the Lawrence Station Area Sense of Place Plan; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from date of execution through project completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A".

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed One Hundred Fourteen Thousand Nine Hundred Fifty-Seven and No/100 Dollars (\$114,957.00).

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. 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.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- A. CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- B. CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

11. Insurance

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 or endorsements as specified in Exhibit "C."

12. CITY Representative

Trudi Ryan, Director of Community Development Department as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Brian Fletcher, Principal shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. 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, addressed as follows:

To CITY: Trudi Ryan, Director of Community Development Department
Community Development Department
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Brian Fletcher, Principal
CALLANDER ASSOCIATES
300 S 1st Street, Suite 232
San Jose, CA 95113

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.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

- 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.

17. 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 in writing signed by all parties.

18. 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.

19. 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

APPROVED AS TO FORM:

CALLANDER ASSOCIATES
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

EXHIBIT “A” SCOPE OF WORK

1.0 PROJECT INITIATION AND DRAFT PLAN

- 1.01 **Project Initiation Meeting (Staff Meeting #1):** Meet with City staff to initiate project. Review scope, schedule, available and required City documents, and communication protocols. Review and expand on project goals and objectives, Stakeholder Group make-up, outreach strategy, and schedule. Prepare meeting agenda and written summary.
- 1.02 **Project Management:** As part of task 1.01 initiate project management protocols. Task assumes a 12 month project duration. Highlights include:
- **Biweekly conference calls:** With key City staff and consultant team members.
 - **Meeting summaries:** Submitted within two days of meetings with clear identification of action items, responsible parties and due dates.
 - **Agendas:** Reviewed in advance, these will keep meetings focused and ensure comprehensive communication.
- 1.03 **Project Schedule and Monitoring:** Prepare a detailed project schedule in MS Project. Schedule will be modified and submitted on a monthly basis with completed tasks and critical path items clearly indicated.
- 1.04 **Base Maps/Document Review:** Prepare base sheets to consist of a compilation of available aerial photos (City and web based), record documents made available by City (lighting, land use zoning designations, ROW, utilities and infrastructure, development plans, traffic counts, traffic data, land use, and parcel data (lot size, densities, property owner information, existing tenants and vacancies, tax information, etc.)), and field measurements of key right-of-ways to confirm dimensions.
- 1.05 **Site Reconnaissance:** Conduct site reconnaissance with base information in hand. Field evaluate existing features, existing utilities, and urban forest. Photo document existing conditions and architectural character for City and Consultant in-house study and reference, as well as for future presentations.
- 1.06 **Existing Conditions Evaluation:** Based upon the findings from tasks 1.01 through 1.05, proceed to develop plans that supplement information previously prepared for the Lawrence Station Area Plan (LSAP). Utilize existing conditions plan, existing circulation plan, and existing cross section graphics prepared for the LSAP, and prepare the following additional plans:
- **Existing Urban Forest at Sonora Court and Kifer Road** – Review the existing redwood trees along Sonora Court and provide recommendations for tree protection and sidewalk installation clearances around the trees. Prepare a plan overlay illustrating general tree locations as well as up to three plan sketches illustrating sidewalk layout options to create a park-like social gathering space.

- **Lighting Inventory** – Based upon site observations and City base information prepare an inventory of existing pedestrian and vehicular lighting within the right-of-way including type and wattage from City records.
 - **Opportunities and Constraints Plan** – Based upon review of the above prepare a plan to identify key opportunity sites, congestion areas, destinations, gaps in amenities, potential social spaces, new school crossing locations, etc. Continue to update this plan as additional information and feedback becomes available.
- 1.07 **Inspiration Images:** Compile a list of major streetscape categories that may include parking configurations, sidewalk configurations, unsignalized intersection crosswalk treatments, thematic character, intersection improvements, streetscape amenities, wayfinding, etc. Utilize pictures to illustrate the range of opportunities in each category. Format images and prepare a series of inspiration **image boards** that facilitate better understanding of opportunities and help engage community members in meaningful prioritization exercises during the workshops.
- 1.08 **Workshop Flyer:** To be provided by City. No services included.
- 1.09 **Staff Meeting #2:** Present the items from tasks 1.06 and 1.07 at a single meeting with City staff. Review and discuss strategy for proceeding and confirm community workshop goals and format. Prepare and provide **agenda** and **meeting summary**. Make revisions to plan and image boards where prudent.
- 1.10 **Community Workshop #1:** The intent of the community workshop is to inspire participants to share their vision for this area, introduce project and process, educate on current opportunities and configurations, and obtain initial input on project components, likes and dislikes, etc. This workshop will include interactive prioritization exercises utilizing materials prepared in the above and design your street charette station. Exercises will utilize a combination of agendas, written questionnaires, PowerPoint, and printed graphic materials. Prepare **workshop materials** and **meeting summary**.
- 1.11 **Preliminary Sense of Place Plan:** Based upon the input received from tasks 1.09 and 1.10, proceed to prepare **preliminary sense of place plan** to illustrate recommended pedestrian, bicycle, vehicular circulation, wayfinding, and urban design improvements not already addressed in LSAP. It is assumed that Hexagon Transportation, under contract to the City, will be available for consultation and follow-up questions (if any). Plan shall comprise the following:
- up to three vehicular circulation plan enlargement vignettes
 - street life plan
 - bicycle and pedestrian circulation design recommendations, including a typical mid-block crossing plan vignette and a rail undercrossing vignette
 - wayfinding plan showing locations of wayfinding signage types
 - up to two typical cross-sections (one location to be taken at Aster Avenue) illustrating new internal local circulation street and Class I multi-use trail corridor.
 - revised Kifer Road cross section to eliminate road diet
- 1.12 **Materials Palette:** Prepare a **materials palette** consisting of images and product specification information for streetscape items, including: light standards (pedestrian

oriented, plaza, boulevard, neighborhood, and underpass safety lighting), street tree layout, tree grates/guards, and site furnishings.

- 1.13 **Wayfinding Signage:** Prepare a signage program that identifies major area destinations including commercial centers, parking locations, and major roads. Prepare example signs to address wayfinding needs for transit, bicycle, pedestrian, and vehicle travel and include recommendations on typography, graphics, form, color palette, and size. Signage program to suggest a unique neighborhood motif and identity.
- 1.14 **Staff Meeting #3:** Present the preliminary sense of place plan at a single meeting with City staff. Review and discuss strategy for proceeding. Prepare and provide **agenda** and **meeting summary**.
- 1.15 **Study Session #1:** Present the preliminary sense of place plan at a single joint Planning Commission/City Council Study Session. Review process and recommendations. Obtain feedback and direction for proceeding and submit **meeting summary**.
- 1.16 **Draft Sense of Place Plan Report:** Based upon feedback from above, proceed to refine the preliminary plans and prepare a **draft sense of place plan report**. The report will include text narrative for the following sections:
 - Goals and objectives
 - Proposed neighborhood improvements (including how existing adjoining neighborhoods can better connect with the LSAP district)
 - Relation to existing City policies and standards (particularly the LSAP)
 - Grant funding/incentive opportunities
 - Cost and implementation – identify developer-funded improvements and improvements that require a contribution to the Sense of Place fund.
- 1.17 **Staff Meeting #4:** Present the draft report at a single meeting with City staff. Review and discuss strategy for proceeding. Prepare and provide **agenda** and **meeting summary**.

2.0 CITY PRESENTATIONS AND FINAL PLAN

- 2.01 **Draft Final Sense of Place Plan Report:** Based upon feedback from task 1.19, proceed to refine the preliminary plans and cost estimate, and prepare a **draft final sense of place plan report** to be included in the staff report for the below meetings.
- 2.02 **Planning Commission Presentation:** Review process and recommendations. Obtain feedback and direction for proceeding and submit **meeting summary**.
- 2.03 **Council Presentation:** Review City and Planning Commission input and revisions from prior iteration and submit meeting summary.
- 2.04 **Final Sense of Place Plan Report:** Based upon feedback received from tasks 2.02 through 2.05, proceed to prepare the **final sense of place plan report** for City approval.

3.0 AREA PLAN UPDATES

3.01 **Area Plan Updates:** Provide services in updating the 2016 Lawrence Station Area Plan (LSAP) to incorporate references to both the Sense of Place Plan and Housing Study Amendments. Task will include the following:

- Incorporate and format redlines into the existing document in a consistent and organized manner. Task includes text updates and assumes minor report formatting refinements that will culminate in a revised 200+/- page document.
- Allow for coordination with the City's consultant developing the LSAP Housing Study to ensure that both plans are coordinated.
- Update information about services and infrastructure needed to implement the amendments to the housing plan.
- Make minor modifications to existing graphics in the LSAP.
- Provide minor graphic preparation (such as creation of simple maps or exhibits that graphically represent different housing options) and incorporate text analysis provided by City staff and/or City's consultant. Incorporation of the housing study amendments is assumed to add up to 15 - 20 pages to the LSAP document.

Callander Associates will utilize Recosoft PDF2ID software to convert the pdf file provided by City into an editable Indesign file. City shall provide redlines to the LSAP indicating proposed updates to text and graphics, including technical analysis. Callander Associates shall make the necessary modifications and submit a draft hard copy for City review and final electronic copy (in Indesign) for City use.

4.0 OPTIONAL SERVICES

4.01 **LSAP Branding:** Work to identify features of the LSAP that are unique including architectural styles, historical references, and future vision. Prepare a series of **image boards** to illustrate this unique identity. Utilize this information to develop up to three **logos** to represent the plan area and that could be utilized to brand the outreach process and the future neighborhood. Based upon feedback from the City refine a single **final logo** and incorporate into all materials moving forward including discussions and graphics detailing the signage and wayfinding program.

4.02 **Additional Meeting:** Meet with City staff to coordinate and resolve project issues as requested.

5.0 ADDITIONAL SERVICES

5.01 All tasks not specifically noted above could be performed as additional services. These tasks would include, but not be limited to, all revisions or additional submittals required by the City or any other agency's review, other meetings, additional design studies, environmental documentation, traffic engineering, electrical engineering, or other tasks not specifically noted in the foregoing. These services would be billed hourly or on a lump sum fee basis to be documented in a written amendment to this agreement.

6.0 REIMBURSABLE EXPENSES

- 6.01 In addition to the above fees, we would bill for all printing and reproduction, delivery, the communication and insurance surcharge, and other reimbursable expenses as noted in the attached Standard Schedule of Compensation. You should establish a tentative budget for these expenses (see 7.0 Summary). These costs will be itemized on our invoice and compared monthly with the total allowances to assist you in monitoring these costs.

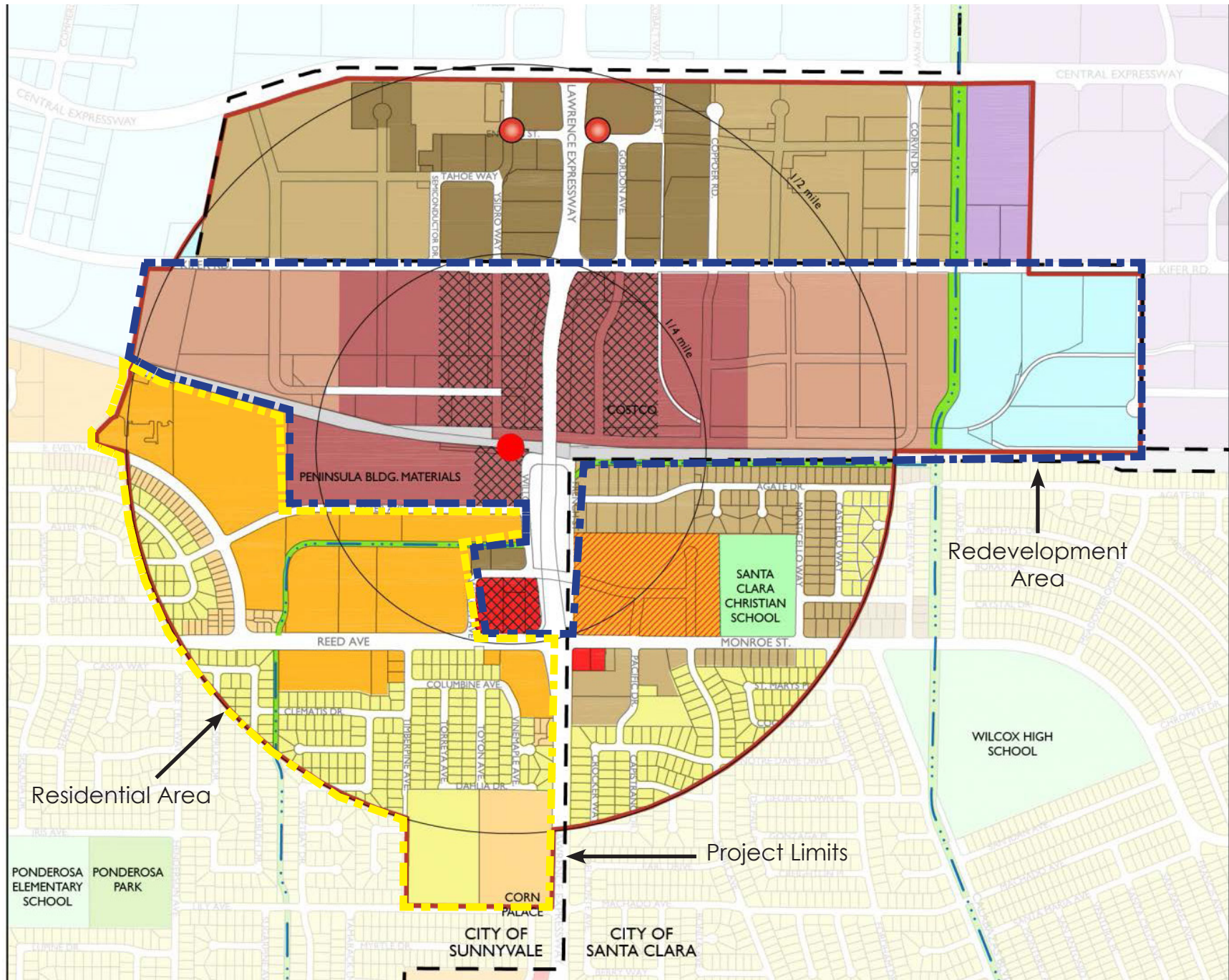


EXHIBIT "B"
COMPENSATION SCHEDULE

7.0 COMPENSATION SUMMARY

1.0	Project Initiation and Draft Plan (lump sum)	\$74,840
2.0	City Presentations and Final Plan (lump sum)	\$19,055
3.0	Area Plan Updates (hourly, not to exceed)	\$15,312
6.0	Reimbursable Expenses (allowance)	\$5,750
	Total Compensation	\$114,957
4.01	Optional – LSAP Branding (hourly, not to exceed)	\$6,020
4.02	Optional – Additional Meeting (lump sum)	\$1,925 per meeting

Standard Schedule of Compensation 2018 San Jose (Sunnyvale)

General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Principal	\$200/hour
Senior Associate	\$183/hour
Associate	\$173/hour
Senior Project Manager	\$157/hour
Project Manager 1	\$150/hour
Project Manager 2	\$142/hour
Construction Manager	\$153/hour
Job Captain	\$131/hour
Designer 1	\$123/hour
Designer 2	\$113/hour
Assistant Designer	\$100/hour
Project Administrator	\$105/hour
Accounting	\$126/hour

Reimbursable Expenses

All costs for photography, printing and plotting, special delivery, insurance certificate charges, charges for waivers of subrogation, local business licenses, sales taxes, assessments, fees, all CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, and all other costs directly related to the project will be billed as a reimbursable expense at our cost. Mileage will be billed in accordance with the IRS Standard Mileage Rates.

EXHIBIT "C"

INSURANCE REQUIREMENTS FOR CONTRACTS

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 Contractor, his agents, representatives, or employees.

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

1. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. 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 Contractor'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 Contractor'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 Contractor'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.

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

Contractor 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.