

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND  
MARK THOMAS FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES  
FOR JAVA DRIVE ROAD DIET**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and MARK THOMAS, 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 Java Drive Road Diet; 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 Joe Streeper, PE, QSD 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 task description total fee, and shall include services as identified in Exhibit "A" in the amount of Two Hundred Eighty Five Thousand Four Hundred Seventy Four and No/100 Dollars (\$285,474.00) for the duration of the contract, as well as optional services in an amount not to exceed Nineteen Thousand Two Hundred Thirty Eight and No/100 Dollars (\$19,238.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Three Hundred Four Thousand Seven Hundred Twelve and No/100 Dollars (\$304,712.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, 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:                      Chip Taylor, Director  
                                    Department of Public Works  
                                    CITY OF SUNNYVALE  
                                    P. O. Box 3707  
                                    Sunnyvale, CA 94088-3707

To CONSULTANT:        Mark Thomas  
                                    Attn: Shawn O'Keefe  
                                    2833 Junction Ave, Suite 110  
                                    San Jose, CA 95134

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

MARK THOMAS ("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

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

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

By \_\_\_\_\_

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



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

### **Project Scope**

The scope of work generally includes preparation of: applications and supporting documents for Caltrans E76 procurement, preliminary design, design development, bid documents, and bidding/construction support services for Public Works competitive bidding. Ancillary work includes: environmental needs assessment and document preparation, construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

The primary objectives of this effort are to:

1. Develop a plan for Java Drive to remove a travel lane and install a buffered bicycle lane that safely and efficiently accommodates pedestrian, bicycle, automobile, and light rail travel throughout the corridor.
2. Develop signal design and roadway construction plans that incorporates the City's latest design standards and policies.
3. Engage all stakeholders in the design process including community members, City commissions, City Council, City staff, and other public agencies.

The project base scope assumes that the removal of the travel lane and installation of a buffered bicycle lane are constructed with surface striping and markings only. Optional project scope, noted in the last task of this scope, may be authorized by the City to include an enhanced design to include a separated bikeway with hardscape features.

Specific tasks for the Java Drive Road Diet are listed below. Our team will tackle each task diligently and efficiently. We anticipate a time frame of one year.

### **Task 1 – Project Management**

Mark Thomas will coordinate this project with the City. Mark Thomas will handle the day-to-day operations of this contract, including timely submissions of monthly progress reports, managing budgets, and preparing invoices. We will prepare draft and final meeting minutes for major meetings, presentations, and workshops between the team and City staff.

After each phase of the project, Mark Thomas will conduct a major check-in meeting. The purpose of this check-in meeting will be to assess the progress made and the results generated, and identify opportunities for improvement. Any changes needed to improve the final deliverables will be discussed and documented. It is assumed that the design phase of the project will last 12 months.

***Task 1 Deliverables*** – Progress reports (12) and Invoices.

### **Task 2 – Background Research**

The OBAG2 grant application will be reviewed, and the design of the project will conform to the description and requirements in this grant. Mark Thomas will examine the characteristics of the

roadway including cross sections to determine the feasibility of the proposed design for each segment and will plan the location of the signal equipment, signs, striping, and street legends. If any segments are determined to be infeasible, Mark Thomas will notify the City of what will require additional work to accommodate the planned modifications, before design begins. Utility relocation is not part of this scope of work.

Mark Thomas will also review applicable specific plans and other available documents and reports that may affect the project.

***Task 2 Deliverables*** – A brief memo summarizing a review of the roadway characteristics and feasibility of the project.

### **Task 3 – Traffic Analysis and Recommendations**

#### **Task 3.1 Data Collection and Field Observations**

Kimley-Horn will conduct vehicle, bicycle, and pedestrian weekday turning movement counts at five signalized intersections along the corridor (Mathilda Avenue, Bordeaux Drive, Borregas Avenue, Geneva Drive, and Crossman Avenue) during the AM, Midday, and PM peak. Kimley-Horn will conduct field observations during each peak period to document existing operations along the corridor to support model calibration and future scenario analysis.

#### **Task 3.2 Traffic Analysis**

Kimley-Horn will develop a Traffic corridor model that will include all five study area signalized intersections. Kimley-Horn will request traffic signal timing sheets and corridor timing plans (if available) to be included in the Traffic base model. Kimley-Horn will develop one AM, Midday, and PM model for each distinct scenario.

#### **Task 3.3 Analysis Summary and Recommendations**

Kimley-Horn will summarize the level of service (LOS) and queuing measures of effectiveness, based on the Traffic results. This information will be presented in comparison tables included in the traffic analysis report. The report will also include a collision analysis (based on 5-year collision data), as well as a qualitative safety and functional analysis. For the physically separated bicycle lane scenario, the analysis will include a recommendation for the physical barrier type.

***Task 3 Deliverables*** - A memo with figures and tables documenting the results of the traffic analysis and recommendations for a preferred project alternative.

### **Task 4 – Environmental Services**

Preliminary review of the proposed project indicates the project is eligible for a CEQA Categorical Exemption (CE). DJP&A will prepare a memorandum documenting: 1) that none of the conditions identified in CEQA Guidelines Section 15300.2 Exceptions are present that could disqualify the project from being found categorically exempt, and 2) the project qualifies for a Categorical Exemption under CEQA Guidelines Section 15301 Existing Facilities. The memorandum will be used to support a Categorical Exemption to be completed by DJP&A.

This assumes that project construction will be completed within the existing Java Drive roadway and that bridge improvements and creek access are not required. It is also assumed that the CEQA and NEPA evaluation will be limited to one build alternative and that no additional

technical studies will be required. Attendance of project meetings or hearings is not included, but could be added on a time and materials basis.

**Task 4 Deliverables** - Completed forms and documentation for environmental clearance (NEPA Categorical Exclusion and CEQA Categorical Exemption) and Caltrans E-76 procurement.

#### **Task 5 – Plans, Specifications, and Estimate**

Mark Thomas will prepare and complete PS&E documents which include design improvement plans, specifications, and engineer's estimate. The PS&E documents will be prepared per the City's Standards, the latest Caltrans Standards, and current CA MUTCD, as appropriate. Mark Thomas will use an open source (free) aerial photo image background for the plans as no aerial mapping is included in this scope. The City may also provide aerial photography which may be used.

At each stage of the PS&E, plans will include the following:

- Title Sheet
- Layout and Striping
- Signing and Striping Details
- Traffic Signal

The following sheet count is anticipated:

<b>SHEET NAME</b>	<b>NO. OF SHEETS</b>
Title Sheet	1
Layout and Striping	4
Signing and Striping Details	2
Traffic Signal	10
<b>TOTAL SHEETS</b>	<b>17</b>

1. **30% Submittal:**

At this stage, the design will have been vetted with the City, with a general consensus having been reached for lane configuration, intersection treatments, and a selection of a type of buffer for the bike lane. Along with draft project plans, the following items will also be included at this stage: schedule update, cost estimate, technical memos and other reports necessary for NEPA clearance, a brief memorandum of determination of the project's CEQA needs, and a table of contents for the specifications.

Y&C will obtain as-built signal plan from Mark Thomas and verify them in the field. Y&C will prepare 30% construction cost estimate for traffic signal modifications at the intersections of Java Drive and the following roads:

- Mathilda Avenue
- Bordeaux Drive
- Borregas Avenue
- Geneva Drive
- Crossman Avenue

It is assumed that the signal modifications are limited to replacing existing detector loops with video/thermal detection only. It is also assumed that “Protected intersection” will not be included in this project.

2. 75% Submittal:

At this stage, all major issues will have been resolved. Comments from the 30% submittal will have been responded to and appropriate changes will have been incorporated into the design. The project documents will be prepared in sufficient detail to allow a thorough review. The submittal will include 75% plans, 75% specifications, 75% cost estimate, and a project schedule update. Responses to the City’s previous review comments will be provided along with a return of any markups. The City of Sunnyvale will review this submittal as the last significant opportunity to provide comments.

Mark Thomas shall assist City with the Caltrans Local Assistance Process in order to obtain receipt of federal funds programmed for the project. Mark Thomas shall provide the necessary input in the required documents and forms as identified in the Caltrans Local Assistance Procedures Manual (LAPM). The Local Assistance Process includes Field Review (Chapter 7), Disadvantaged Business Enterprises contract goal (Chapter 9), PS&E certification and checklist (Chapter 12), and right of way certification (Chapter 13) in relation to the project. Mark Thomas shall assist City with the “Request for Authorization to Proceed with Construction” form (Chapter 3) for obtaining the federal authorization document (E-76) for funding allocation. Mark Thomas shall be the lead in preparing “signature-ready” documentation for City review, and City shall submit documentation to Caltrans.

Y&C will submit 75% signal plans, specifications, and construction cost estimate (PS&E) for the five intersections mentioned above. The signal plan will include traffic signal layout, signal phasing, and project notes to cover proposed work. No signal equipment or conductor tables will be included.

Y&C will submit the 75% signal PS&E to the City of Sunnyvale for review.

3. 100% Submittal:

At the 100% Submittal, all prior comments and concerns will have been addressed. The E76 Authorization will be obtained by this stage of the project. The project documents will include plans, specifications, a cost estimate, and a project schedule update. Responses to the City’s previous review comments will be provided along with a return of any markups. This submittal represents the final version of the project. The City of Sunnyvale is not anticipated to provide significant comments here. The next submittal is intended only as printing finalized signed bid documents.

Y&C will resolve comments on 75% PS&E with City of Sunnyvale and incorporate the resolved comments into 100% PS&E.

**Task 5 Deliverables** - The deliverables for each submittal are noted above. The final PS&E deliverables are noted in Task 8 under the Bid Package heading.

**Task 6 – Public Outreach**

Mark Thomas, with assistance from Katz & Associates, will conduct the necessary public outreach to support the environmental documentation. Public outreach shall consist of a public workshop, two Bicycle and Pedestrian Advisory Commission meetings, two City Council meetings and one online survey. The Mark Thomas team shall provide all necessary documentation and materials for the public outreach task including: meeting agendas, presentation slides, presentation boards, survey questions, meeting minutes and meeting feedback results.

**Task 6 Deliverables** – A memo or document with minutes for all public meetings, a breakdown of the survey results, and compilation of community feedback for all meetings.

### **Task 7 – Coordination/Meetings**

Mark Thomas will establish and maintain clear and consistent communication with City Staff to discuss the progress of the design. Mark Thomas will attend meetings (or conference calls) with City Staff to discuss and finalize the design. A field meeting may be needed to discuss existing street conditions. Mark Thomas will coordinate and attend all meetings with City staff. A total of 5 meetings with City staff throughout the project are anticipated and included in the scope of work, including a project kickoff meeting, a joint stakeholder/municipality meeting, and a pre-construction meeting. In addition, Mark Thomas will organize infrequent check-in calls (assumes a maximum of 5 calls) with the City project manager that is separate from the previously mentioned 5 meetings with City staff. Mark Thomas will provide an agenda for all meetings.

**Task 7 Deliverables** – Meeting minutes for meetings with City staff including conference calls.

### **Task 8 – Design Support During Bidding and Construction**

Consultant shall provide design support during bidding and construction including the following tasks:

#### ***A. Bid Package***

The bid package shall be finalized upon incorporation of the City's limited final comments from the 100% submittal. Y&C will assist MTCO in preparing the bid package. Mark Thomas will 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. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate.

#### ***B. Bidding Services***

The City of Sunnyvale is anticipated to perform the majority of bidding services. Mark Thomas will respond to all bidder's requests for information (RFIs) that the City forwards to Mark Thomas, and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. Y&C will answer questions from the bidders during the bidding period. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

*C. Construction Support Services*

The City's construction management team will have primary responsibility for construction management and inspection. The City will review all submittals and RFIs. Mark Thomas' point of contact will be the City's construction manager, not the contractor. Y&C will respond to the Contractor's Requests-for-Information (RFIs) and review the Contractor shop drawing submittals during construction. As the level of effort for design support during construction is not known, this task will be billed on an as-needed time and materials basis against the approved budget.

**Task 8 Deliverables** – The following is an anticipated list of services and submittals.

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, etc.).
2. Attend the pre-construction meeting.
3. Respond to RFIs only when directed by City, 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.
4. 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.

## **Task 9 – Optional Services**

### **Task 9.1. Aerial Photogrammetric Mapping**

GeoCADD will prepare aerial topographic mapping in AutoCAD format. The aerial survey will capture data for mapping at 1"=50' with one-foot contours. A digital terrain model (DTM) file will also be provided. The rectified orthophotography will have a ground resolution of 0.25' and delivered in a tiff/tfw format and coverage will be control point to control point.

### **Task 9.2. Supplemental Topography/ Field Surveys**

Mark Thomas will collect supplemental topography consisting of surface visible features, ground locations, drainage, and visible utility facilities as necessary. Mark Thomas field crews will set project control as needed. Up to three days of field work is included.

### **Task 9.3. Separated Bikeway/Hardscape**

Mark Thomas will design the project to include a separated bikeway and/or hardscape features such as raised median buffers, flexible posts, planters, curbs, and cycle track features. In order to design these features, the previous optional tasks (aerial photogrammetric mapping and supplemental topography/field surveys) will also need to be authorized.

This task fundamentally changes the PS&E project documents and tasks. It is assumed that this optional service will be authorized prior to beginning work on Task 5. If this task is authorized after the start of the 30% PS&E design, additional services will be required.

In lieu of the sheets listed in Task 5 (PS&E), the plans will include the following:

<b>SHEET NAME</b>	<b>NO. OF SHEETS</b>
Title Sheet	1
Typical Cross Sections	2
Project Control	1
Layout	4
Construction Details	6
Drainage	4
Drainage Profiles	1
Drainage Details	1
Signing and Striping	4
Striping Details	1
Traffic Signal	10
<b>TOTAL SHEETS</b>	<b>35</b>

Mark Thomas will request maps from utility companies and create a utility base map from record drawings and field survey data. The utilities will be shown in the background on the drainage sheets. Potholing, utility structure measurements (such as manhole dips), and below ground investigations are not included.

The hardscape features between intersections are assumed to be surface-applied. If trenching or below-ground construction is required between intersections, additional utility investigations will be required as additional services.

Hardscape features for a cycle track include a protected intersection design for these 3 interior intersections of Java Drive:

- Bordeaux Drive
- Borregas Avenue
- Geneva Drive

The cycle track will transition back to the standard existing condition at the interior limits of the project between Mathilda Avenue and Crossman Avenue.



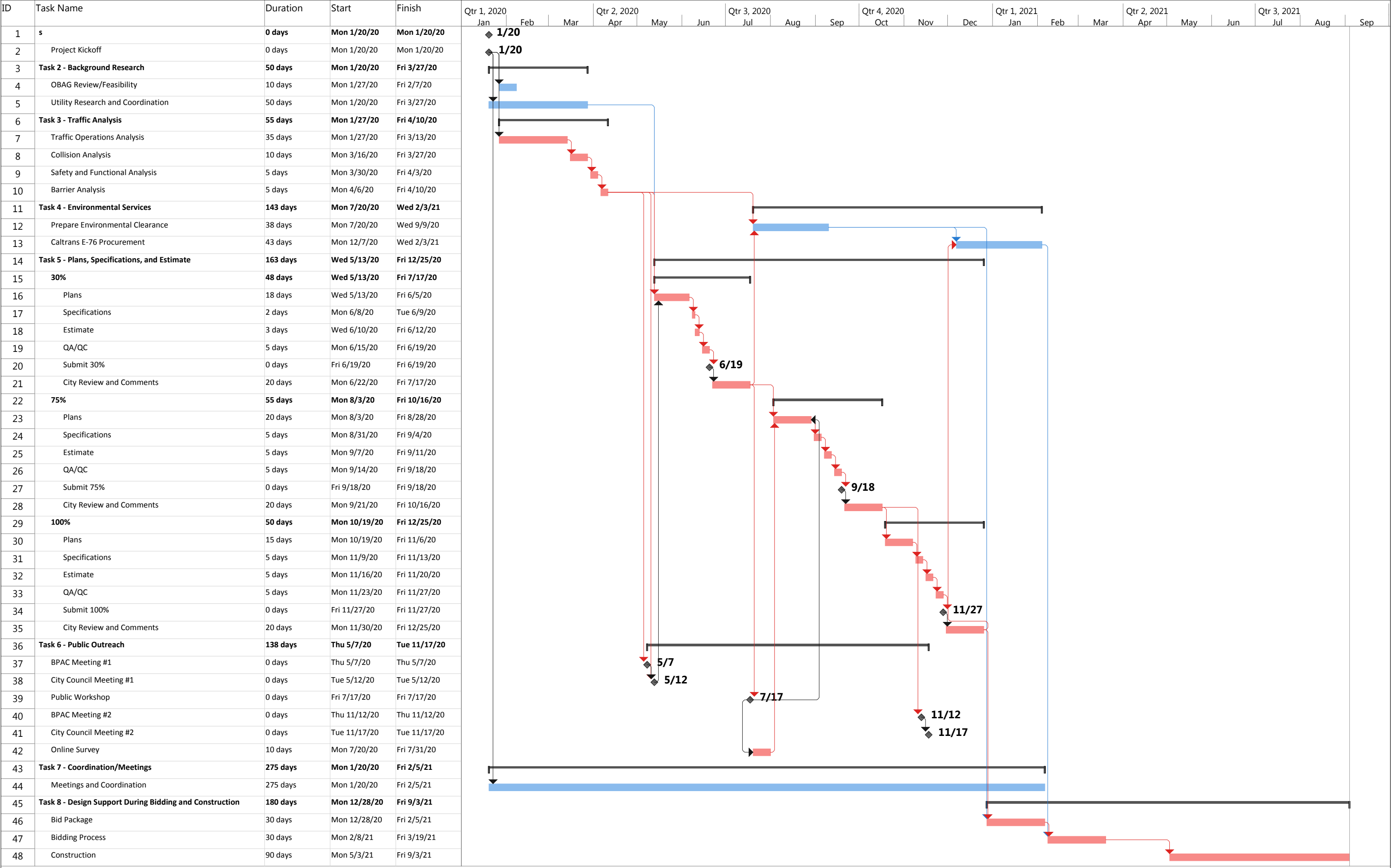


Exhibit B  
Compensation Schedule

City of Sunnyvale  
Proposal for Java Drive Road Diet  
Mark Thomas

Tasks <sup>1</sup>		Labor													Subconsultants							ODCs	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	Principal	Sr. Project Manager	Project Manager	Sr. Project Engineer	Design Engineer II	Sr. Survey Manager	Survey Manager	Project Surveyor	Survey Technician	2 Person Field Crew	Sr. Project Coordinator	Total Hours	Total Labor Costs	Electrical	Environmental	Geotechnical	Public Outreach	Aerial Survey	Traffic Analysis	5% Sub Mark-Up	Other Direct Costs	Total Fee
		Shawn O'Keefe	Mike Cooper	Joe Streeper	Various	Various	Matt Stringer	Travis Bohan	Various	Various	0	Various			Transportation Consultants	David J. Powers	Parikh Consultants	Katz & Associates	Geocadd	Horn & Associates			
		\$350	\$261	\$195	\$170	\$132	\$265	\$210	\$160	\$110	\$275	\$124			Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS			
1	Project Management	8	0	40	0	0	0	0	0	0	0	24	72	\$13,568	\$0	\$0	\$0	\$0	\$0	\$3,850	\$193	\$0	\$17,610
2	Background Research	0	0	32	0	40	0	0	0	0	0	0	72	\$11,518	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,518
3	Traffic Analysis and Recommendations	2	0	8	0	20	0	0	0	0	0	0	30	\$4,903	\$0	\$0	\$0	\$0	\$0	\$33,020	\$1,401	\$0	\$39,324
4	Environmental Services	8	0	40	0	40	0	0	0	0	0	0	88	\$15,874	\$0	\$27,890	\$0	\$0	\$0	\$0	\$1,395	\$0	\$45,158
5	Plans, Specifications and Estimate	12	20	36	120	264	0	0	0	0	0	0	452	\$71,778	\$34,947	\$0	\$0	\$0	\$0	\$0	\$1,735	\$0	\$108,460
6	Public Outreach	4	0	16	0	40	0	0	0	0	0	8	68	\$10,801	\$0	\$0	\$0	\$20,325	\$0	\$0	\$1,006	\$0	\$32,132
7	Meetings and Agendas	2	0	16	0	0	0	0	0	0	0	20	38	\$6,301	\$2,043	\$0	\$0	\$0	\$0	\$0	\$99	\$0	\$8,443
8	Design Support During Bidding and Constructi	2	0	15	0	66	0	0	0	0	0	0	83	\$12,351	\$7,399	\$0	\$0	\$0	\$0	\$2,585	\$494	\$0	\$22,829
	Proposal Subtotal	38	20	203	120	470	0	0	0	0	0	52	903	\$147,093	\$44,389	\$27,890	\$0	\$20,325	\$0	\$39,455	\$6,322	\$0	\$285,474
	Optional Services																						
A	Aerial Photogrammetric Mapping	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$21,216	\$0	\$1,061	\$0	\$22,277
B	Supplemental Topography/Field Surveys	0	0	0	0	0	6	12	32	16	30	0	96	\$19,238	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,238
C	Separated Bikeway/Hardscape	32	20	80	140	300	0	4	24	0	0	0	600	\$100,184	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,184
	Total Optional Services	32	20	80	140	300	6	16	56	16	30	0	696	\$119,421	\$0	\$0	\$0	\$0	\$21,216	\$0	\$1,061	\$0	\$141,698
	Total Including Optional Services	70	40	283	260	770	6	16	56	16	30	52	1599	\$266,515	\$44,389	\$27,890	\$0	\$20,325	\$21,216	\$39,455	\$7,382	\$0	\$427,172
	Notes:																						
1	The cost estimate for each element in Detailed Scope of Work shall be included in the appropriate corresponding required task.																						
2																							
3																							
4																							

## Exhibit B Compensation Schedule



RATE SCHEDULE (N-1)

### Mark Thomas & Company, Inc. Rate Schedule Expires June 30, 2020\*

#### HOURLY CHARGE RATE RANGES

##### Engineering Services

Intern	\$48 - \$77
Technician	\$77 - \$115
Design Engineer I	\$92 - \$124
Sr. Technician	\$115 - \$147
Design Engineer II	\$124 - \$145
Project Engineer	\$145 - \$162
Sr. Project Engineer	\$162 - \$191
Sr. Technical Engineer	\$162 - \$191
Project Manager	\$191 - \$218
Technical Lead	\$191 - \$218
Sr. Project Manager	\$218 - \$282
Sr. Technical Lead	\$218 - \$282
Engineering Manager	\$282 - \$316
Practice Area Leader	\$282 - \$316
Sr. Engineering Manager	\$316 - \$386
Principal	\$399 - \$431

##### Urban Planning/Landscape Architecture Services

Intern	\$48 - \$77
Landscape Designer	\$80 - \$144
Landscape Architect	\$112 - \$182
LAUD Project Manager	\$182 - \$195
Sr. LAUD Project Manager	\$195 - \$230
LAUD Division Manager	\$230 - \$255
Sr. LAUD Division Manager	\$255 - \$271

##### District Management Services

Inspector - Apprentice	\$64 - \$89
Inspector	\$96 - \$121
Sr. Inspector	\$121 - \$140
Assistant Sanitary Engineer	\$140 - \$153
Associate Sanitary Engineer	\$153 - \$185
Deputy District Manager	\$303 - \$322

##### Construction Management Services

ARE/Construction Inspector	\$165
Resident Engineer	\$245

##### Survey Services

Survey Intern	\$56 - \$94
Survey Technician	\$100 - \$120
Sr. Survey Technician	\$99 - \$151
Surveyor	\$118 - \$132
Sr. Surveyor	\$128 - \$166
Lead Survey Technician	\$147 - \$159
Project Surveyor	\$155 - \$172
Sr. Project Surveyor	\$183 - \$197
Survey Manager	\$198 - \$222
Sr. Survey Manager	\$207 - \$255
Survey Division Manager	\$271 - \$293
Single Chief	\$144 - \$160
Single Instrumentman	\$137 - \$143
Single Chainman	\$125 - \$129
Apprentice	\$62 - \$118
1 Person Field Crew	\$144 - \$180
2 Person Field Crew	\$268 - \$320
3 Person Field Crew	\$330 - \$449

##### Project Support/Coordination Services

Project Assistant	\$64 - \$89
Technical Writer	\$64 - \$92
Sr. Project Assistant	\$89 - \$112
Project Coordinator	\$89 - \$115
Graphic Designer	\$99 - \$118
Sr. Technical Writer	\$92 - \$134
Project Accountant	\$102 - \$128
Sr. Project Coordinator	\$115 - \$144
Sr. Graphic Designer	\$118 - \$150
Sr. Project Accountant	\$128 - \$156
Sr. Graphic Manager	\$150 - \$159

##### Grant Writing Services

Funding Specialist	\$130
Sr. Funding Specialist	\$160

##### Special Services

Expert Witness	\$420
Strategic Consulting	\$420

#### OTHER DIRECT COSTS

##### Reimbursables including, but not limited to:

Reproductions, Delivery and Filing Fees	Cost Plus 5%	Outside Consultant Fees	Cost Plus 5%
Mileage	Per IRS Rate	Survey Field Expenses	Cost Plus 5%

\*Rates subject to escalation with new hourly rate schedule as of July 1, 2020

PAGE 1 OF 1

## EXHIBIT C

### 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 / 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.