

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
SIEGFRIED ENGINEERING, INC. FOR DESIGN AND CONSTRUCTION SUPPORT
SERVICES FOR LAWRENCE STATION AREA SIDEWALKS AND BICYCLE
FACILITIES**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SIEGFRIED ENGINEERING, INC., 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 Lawrence Station Area Sidewalks and Bicycle Facilities; 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 Adam Merrill, PE, QSD/QSP 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 Fifteen Thousand Two Hundred and No/100 Dollars (\$415,200.00), 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
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Siegfried Engineering, Inc.
Attn: Adam Merrill
111 North Market St, 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

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

SIEGFRIED ENGINEERING, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A Detailed Scope of Work

Task 1 - Project Management

Siegfried will be managing the project's schedule, contract budget and monitoring Federal funding deadline dates with the assistance of the City PM. In addition, Siegfried will attend seven design phase meetings including the design kickoff, field review, preliminary design, 30%, 75% and 100% design reviews and City Council meeting for CEQA (if determined to be MND); and prepare action item logs for subsequent follow-up. Siegfried will maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules will be prepared in Gantt chart format, utilizing Microsoft Project software. Schedule updates shall be provided at all progress meetings.

The Siegfried team shall provide quality assurance/quality control over work product prepared for the City. Reviewing the deliverables, overall constructability, coordination, and reasonable reduction in errors and omissions is very important in the success of a project and a part of Siegfried's overall objective. Siegfried will communicate often and early with respect to the schedule and budget. An FTP site will be utilized throughout the project's duration for electronic file sharing.

E-Builder license and training: Siegfried will to use e-Builder™ software and protocols included in the software during this project, Siegfried will send one representative to attend one 2-hour City-provided training session. It is expected the City will provide Siegfried one eBuilder software license for the duration of the project. E-Builder software shall be utilized for all project management documentation and correspondence. It is understood that the use of project management communications herein described is in addition to and does not replace or change any contractual responsibilities.

The Siegfried team shall take the lead in preparing all documentation and forms necessary to complete the environmental document (NEPA and CEQA), prepare Preliminary Engineering Study (PES) form and attend Field Review meeting, procure E-76 approvals for the Right-of-Way and Construction stages of the project. As stated in the RFP the E76 for Preliminary Engineering has already been obtained by the City, and Field Review forms are available for review, the deadline to expend PE phase monies is June 30, 2023. Siegfried is familiar with the latest version of the Local Assistance Procedures Manual.

Task 2 – Environmental

Task 2.1 Preliminary Environmental Studies

Our team will prepare, for the PDT and City's review, a Draft Preliminary Environmental Study (PES) form in accordance with the requirements of the Local Assistance Procedures Manual (LAPM), Chapter 6. Once the PDT and City have approved the Draft PES, the Draft PES will be submitted to the Caltrans Local Assistance team. We assume that a field review with the City, Caltrans, and the Project Development Team will be held. After the field review, our team will prepare any needed revisions to the Draft PES and submit it to Caltrans for approval.

Deliverables: Preliminary Environmental Study (PES) form

Task 2.2 Environmental Technical Studies

Technical studies will be prepared as joint studies in accordance with CEQA and NEPA requirements. Two scenarios will be analyzed in the technical studies: build and no build. In support of the CE/CE, several key technical studies will be performed for the project, as identified below:

Traffic Control, Storm Water Pollution Control, Equipment Staging and Noise Memos

Preparing technical memos for traffic control measures, storm water pollution control and equipment stages during construction activities. Impacts associated with noise are anticipated to occur during construction and

operation of the project. Because the project includes construction of pedestrian and bicycle facilities and will not add additional vehicle travel lanes or increase the capacity of existing roadways, operational noise would not be anticipated to result in a significant impact. However, potential noise impacts will need to be evaluated to determine potential impacts to sensitive receptors and areas of frequent human use from construction noise.

Deliverable: Traffic Control, Storm Water Pollution Control, Equipment Staging and Noise Technical Memorandums

Task 2.3 CEQA Categorical Exemption / NEPA Categorical Exclusion

The proposed project would develop sidewalk/pedestrian facilities and bicycle facilities within existing City of Sunnyvale and Santa Clara Valley Water District Right of Way. The project would not be anticipated to result in significant impacts that would not be reduced or minimized through the implementation of existing policies. For these reasons, the segment of the project along Willow Avenue qualifies for a Class 1 CE, under CEQA, which applies to minor alteration of existing public facilities, including (as an example) streets and sidewalks, where no additional automobile lanes would be created. The segment of the project along the El Camino Storm Drain qualifies for a Class 4 CE under CEQA, which applies to minor public or private alterations in the condition of land, including the creation of bicycle lanes on existing rights-of-way. Based on these conclusions, ESA will prepare a CEQA CE in the format or desired template identified by the City of Sunnyvale.

The project would also qualify for a NEPA Categorical Exclusion, which would be prepared and finalized by the Caltrans District 4 Local Assistance Team, at the completion and authorization of the NEPA-supporting technical studies, identified in Task 3.

Deliverables: CEQA Categorical Exemption

Task 3 – Assessment of Existing Conditions

The ***general area of the study will be encompassed between Wolfe Road, El Camino Real, Lawrence Expressway and the Cal Train tracks just north of Reed Avenue.*** The team will obtain and review relevant existing data, studies and reports related to active transportation policies and guidance for this area. Review existing transportation infrastructure and connectivity for gaps and deficiencies, as well as barriers to safe routes to school. Examine data available from the Sunnyvale Active Transportation Plan and coordination with Lillian Tsang.

Task 3.1: Review and Assess Current and Previous Planning Documents

The Team will collect and conduct a thorough review of prior planning and engineering technical studies relevant to the project. This review will also include existing bicycle, pedestrian and Safe Routes to School planning documents for the study area. Relevant documents will be reviewed to explore opportunities for coordination.

The document review will focus on the goals and objectives that support the Active Transportation Plan, specific design guidelines and City's policies and identification of key connections, destinations and priority locations. The results of this document review will be summarized as part of a Technical Memorandum.

Task 3.2: Inventory Existing Environment

A key task is to address and improve operations, safety and accessibility for all modes of transportation while maintaining the character of the community. In order to understand the constraints and opportunities within this context, a thorough inventory of existing infrastructure and conditions will be conducted for the project area. The key data to be collected under this task is:

- Existing Data from City – Existing data and relevant information will be obtained including GIS files, as-built plans, relevant traffic data, collision data, speed surveys, signal timings, inventories of crosswalks, signs and other information
- Walking Audit – To identify gaps in pedestrian, bicycle, transit and vehicular facilities the Siegfried Team will conduct a walking audit along the City. During walking audit, we will collect information on the presence

of marked and unmarked crosswalks, bike lanes, curb ramps, signage, sidewalk or pathway width, striping conditions, rolled vs. non-rolled curbs and overall condition.

- Curb, gutter and sidewalk needing repair
 - Length of gaps
 - Closing gaps in sidewalks
 - Out of compliance ADA ramps
 - Crossing facilities
 - Lighting improvements
 - Existing sidewalk widths and slopes, shoulder widths, and curb ramp attributes
- Ped-shed and Bike-shed Analysis– SIEGFRIED will perform ped-shed and bike-shed spatial analysis to produce heat maps of travel network and identify locations for infrastructure improvements considering a variety of factors, such as resident demographics, land use, street types and connectivity, and availability of facilities and transit services.
- In the ped-shed analysis walkable catchment area is defined as a given area (or distance walked) either to or from a neighborhood or destination within the time frame. This takes into consideration the ability of pedestrians to get to and from all major destinations around transit zones or major centers, which helps determine the influence zone based on accessibility and not just distance.
- The Siegfried Team will do this analysis around major student centers and transit stations and identify walking and biking zones based on accessibility and overlay with land use, street network, open spaces, population density etc. to develop specific improvements at a neighborhood level.
- **Public Transit Utilization Data** – Transit agencies will be contacted to request boarding information by bus stops and train stations located in the study area.
- **Collect New Data** – Based on the review of the data collected from the City of Sunnyvale and other stakeholders the Siegfried Team will identify the missing data and upon approval from the City's Project Manager will collect the following data:
 - Collect Intersection and Corridor Counts – Peak hour pedestrian/bicycle counts at up to twenty (20) locations. Peak hour movement counts (pedestrian and bicycle) will be conducted during the weekday morning peak period and afternoon peak period. The location for peak hour turning movement counts and 24-hour bi-directional traffic volumes will be determined based on the review of the data collected earlier and in consensus with the City of Sunnyvale and stakeholders.

Task 3.3: Collision Analysis

Siegfried will compile and review the history of collisions involving all modes of transportation along the study corridor for the five most recent years of data available from the California Highway Patrol Statewide Traffic Records System (SWITRS) and City of Sunnyvale Police Department. Where significant incidents or collision clusters have been identified, Siegfried will determine the type and severity of the collision, party at fault, and other available information to understand key factors that led to the collision, and potential countermeasures.

Task 3.4: Identify Issues

Under this task, the Siegfried Team based on the work completed will conduct overall evaluation under existing conditions for all modes of transportation. Operational, safety and livability issues under existing conditions will be identified under this task. Future pedestrian and bicycle demands will be projected based on the potential growth and developments within the City of Sunnyvale. Circulation patterns will be reviewed, evaluated and recommendations will be provided for enhancement to circulation patterns for all modes of transportation.

In addition, under this task the Siegfried Team will conduct the following:

- Based on review of accident data, patterns that are susceptible to correction through geometric modifications, traffic controls, etc.
- ADA accessibility and amenities will be evaluated, and deficiencies will be identified
- Deficiencies in pedestrian and bicycle connectivity and safety will be identified
- Deficiencies along the study corridor for all modes of transportation will be identified

Deliverables:

Technical Memo Summarizing:

- Relevant Document Review
- Existing Environmental Inventory

- Collision Analysis
- GIS Map Illustrating Existing Infrastructure and Deficiencies

Task 4 – Study Development and Approval

Task 4.1: Assessment of Design Policies & Guidelines

The Siegfried team is uniquely positioned to find a balance among the City's mobility goals and challenges and its commitment to maintaining a natural aesthetic. Understanding the power of good design, we know there are many ways to 'routinely accommodate' roadway users without the provision of sidewalks and bicycle lanes on every street. Led by experienced planners and engineers, the Siegfried Team will pursue the optimal route(s) for bicyclists and pedestrians in the project area, one that interweaves soft surface trail, green stormwater management and pragmatic traffic design principles to find advancements that are meaningful yet supportable within City of Sunnyvale's existing framework.

Once the existing conditions effort and assessment is complete, the Consultant will develop a comprehensive report of needed infrastructure improvements. The report will include any improvements that may have already been identified by City staff in other work, as well as incorporating input received through the public participation process. Once the draft section is complete, meet with staff to review comments and questions.

Task 4.2: Alternatives

At the beginning of this task, we will meet with the City of Sunnyvale staff to discuss the approach. The alternatives development process will be conducted in two steps. Preliminary design concepts will be developed and presented at the Community Workshop No. 2. Following the Community Workshop, Siegfried will refine the preliminary Draft and Final Alternatives.

Based on the work completed under earlier tasks, and desired circulation and operation improvements for multi-modal functionality, Siegfried Team will prepare conceptual plans. It is likely that a matrix approach will be used, with certain strategies identified for one segment and other strategies identified for other segments within the City of Sunnyvale. The Siegfried Team proposes to develop alternatives based on existing conditions as well as future year transportation projections and the projected operations. Alternatives will include improvements that effectively reduce congestion, reduce collisions, improve safety, connectivity, and mobility and community livability for all modes of transportation. Alternatives will include methods to create a more livable environment and enhance the characteristics by improving multi-modal function, bicycle and pedestrian facilities, traffic calming measures and community aesthetics. The alternatives will include alternatives, graphics, cross-sections, conceptual examples of roadway geometrics. As part of the development of alternatives ways that bicycle, pedestrian and vehicular infrastructure standards that should be implemented within the corridor to improve efficient and safe connectivity will be recommended. Using standards from NACTO, and other similar best practices, we will draw from other similar projects implemented recently. Plan development will include the following key items:

- Develop measures to improve safety of pedestrians and bicyclists.
- Determine potential modifications to lane geometrics to better serve the needs of all users.
- Develop measures to improve pedestrian facilities and connect pedestrian routes.
- Develop measures to improve bicycle travel facilities and connect bike routes.
- Develop concept Level Layouts and preliminary designs for community identified projects
- Evaluate alternatives against agreed upon measure of effectiveness for the project.

Under this task, we will request right of way maps and as-builts. These maps will be overlaid over a Google Earth image for use in Plan exhibits and design discussions. No survey boundary work or topographic survey is included as part of this task. We have included a site walk with the project team to better characterize the constraints and opportunities so appropriate improvements can be identified.

Following the public outreach and stakeholder meetings, Siegfried Team will develop layouts for the priority routes. The layouts will consist of a plan view of the improvements drafted over an aerial and up to two cross-sections per project.

Based on improvement alternatives we will prepare rough order of magnitude construction cost estimates. We assume these will be high-level planning estimates. Itemized improvements will be limited to significant cost items identified at this stage. Smaller items and items not otherwise identified would be included as a percentage of overall cost for minor items and contingencies.

Task 4.3: Implementation & Funding Strategy

Based on the alternatives identified, the Siegfried Team will work with City staff to brainstorm funding sources that could be used to fund improvements. We will develop a strategy that will rank and phase recommendations and include provisions for costs monitoring, maintenance and security. Develop and implementation plan for funding over the next five years and an unconstrained implementation plan for the next 10 years. The Siegfried Team will provide information regarding the applicability of relevant funding sources and programs. The Siegfried Team will prioritize the improvements based on the ranking and identify the funding sources for each improvement. Cost estimates will be provided for projects, as well as impacts to annual maintenance costs associated with recommendations.

Task 4.4: Prepare Draft Study

Based on the work completed under earlier tasks, Siegfried Team will prepare a Draft Study, taking into consideration enhancement of operations, safety, mobility and connectivity for all modes of transportation. The plan will also consider the eligibility requirements for major bicycling and pedestrian grant programs such as California's Active Transportation Program, TDA Article 3, Bicycle and Pedestrian funds, HSIP and air quality funds to maximize the City's ability to pursue funding opportunities. The Study will focus on specific areas of the City of Sunnyvale within the project area including schools, point of interest, regional connectivity, transit stations and stops and other focus areas to enhance operations, safety, mobility and connectivity for all modes of transportation. Specifically, the Draft Study will address at a minimum the following:

- Vision, Goals and Objectives
- Current Conditions Evaluation and Existing Conditions Maps
- Community Needs and Priorities
- Current System Friendliness for All Modes of Transportation
- Facility Assessment
- Sidewalk Opportunity Corridors mapped in GIS
- Bicycle Opportunity Corridors with pavement widths, lane widths and shoulder widths
- Transportation Network Plan and Map
- Recommendations and Descriptions
- Sidewalk Recommendations
- Bicycle Recommendations
- Off-Road Recommendations
- Intersection Improvement Recommendations

Task 4.5: Prepare Final Study

A Final Study will be developed addressing comments received from the community, stakeholders and City staff.

Task 5 - Public Outreach

Siegfried will prepare materials (including notice for mailing, PowerPoint for meeting, etc.) for the outreach meetings. Siegfried will lead four (4) public outreach meetings focused on the bike path improvements on Willow from Reed to Aster which would eliminate street parking along commercial frontage (constructed with this project); and three (3) meetings for the study development and approval task.

Community Outreach Meeting for Willow Improvements – The City of Sunnyvale will be responsible for scheduling a community meeting and making arrangements for a facility. The Siegfried Team will prepare notifications of public information meeting including a narrative for an advertisement. Working with the City of Sunnyvale staff, community and related area groups to distribute the email news blast will be identified. Strategic phone calls to agreed-upon stakeholders to inform them of the meeting will be performed by the Siegfried Team. We will prepare an agenda, comment sheets, other print materials, record public comments and assist in providing appropriate responses. Meeting materials to be prepared could include exhibit boards, PowerPoint presentations, fact sheets and other materials helpful in presenting the project to the public. Project-related news articles to share with the project team will be tracked and collected. During this meeting, information obtained to date will be presented with the primary objective of informing the

public of the proposed improvements and gathering input on community concerns.

Community Outreach Workshop No. 1 for Study – The City of Sunnyvale will be responsible for scheduling a community outreach workshop and making arrangements for a facility. The Siegfried Team will prepare notifications of public workshops including a narrative for an advertisement. Working with the City of Sunnyvale staff, community and related area groups to distribute the email news blast will be identified. Strategic phone calls to agreed-upon stakeholders to inform them of the meeting will be performed by the Siegfried Team. We will prepare an agenda, comment sheets, other print materials, record public comments and assist in providing appropriate responses. Meeting materials to be prepared could include exhibit boards, PowerPoint presentations, fact sheets and other materials helpful in presenting the project to the public. Project-related news articles to share with the project team will be tracked and collected.

During this workshop, information obtained to date will be presented at the community workshop with the primary objective of gathering input on community concerns. The data collected will be presented at the community workshop. The purpose of this workshop will be verification of issues and framing of the issues so that alternatives can be developed. Key components of this community workshop will include the following:

- Community kick-off workshop with opening presentations on project objectives, tasks and schedule.
- Presentation of information on current and future transportation issues, such as traffic data and surveys, circulation, non-motorized audits of the corridor, parking, analysis and issues identification.
- Community design tables to provide a forum for community members to work with the project team to verify issues and priorities, identify potential improvements, and develop conceptual transportation improvement designs.

Community Outreach Workshop No. 2 & 3 for Study – The alternatives developed as a part of the study will be presented at the second community workshop. The purpose of the third community workshop will be to solicit feedback on each alternative and to develop a hybrid alternative based on the alternatives. The City of Sunnyvale will be responsible for scheduling the second and third community outreach meeting and making arrangements for a facility. We will be responsible for notifications and other tasks as identified under Community Outreach Workshop No. 1. Key components of the second and third community meeting will include the following:

- Presentation of Alternatives.
- Provide a forum for community members to identify elements of each plan that they want to see in the final preferred plan.
- Developing of a hybrid alternative

As an optional service, an additional task can be requested for material preparation and attendance at a Bicycle and Pedestrian Advisory Commission (BPAC) meeting or City Council meeting should City staff decide it is needed.

Deliverables: Notice for meeting, PowerPoint presentation, a memo or document with minutes for all public meetings, a breakdown of the survey results, and compilation of community feedback from all meetings.

Task 6 - Preliminary Design for Striping Improvements

Siegfried will perform a preliminary design for the bike path on Willow Avenue between Reed Avenue and Aster Avenue. During the preliminary design phase, Siegfried will provide preliminary construction cost estimates for the improvements.

Deliverables: Preliminary design including preliminary cost estimates. PDF copies will be submitted as necessary. Assuming three weeks for City review and attend a review meeting.

Task 7 - Design Development

The design development includes the bike lane on Willow Avenue only. Siegfried shall be the Engineer of Record and responsible for design and preparation of complete plans, and technical specifications for the project. Siegfried

will perform an adequate field investigation to confirm existing conditions. All work is to follow all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Siegfried will incorporate “green” building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design. Performing surveys, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies will be considered prevailing wage contractors, therefore Siegfried will comply with the California Labor Laws.

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. Siegfried will be responsible for coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, and other stakeholders.

All submittals shall include hardcopies (number specified below) and digital copies (PDF and native format) of all documents. Prepare preliminary plans for the proposed improvements at the following locations will be prepared:

» Willow Ave Class 2 Bike Lane Installation (Aster Ave to Reed Ave)

The Team will layout of the improvements. Design plans will be in accordance with Caltrans Standard Plans and Specifications, City of Sunnyvale current design standards, and other references standards such as the Standard Specification for Public Works Construction (Greenbook).

Deliverables: .pdf of plans and estimate

7.1- 30% Submittal: Submit 5 sets of 11” x 17” hardcopies, which should be legible.

- a. 30% plans: Cover sheet and plan sheet with base mapping, topographic survey and preliminary details.
- b. Project schedule update.
- c. 30% construction cost estimate.
- d. Tech Memos and other forms/reports necessary for NEPA clearance.
- e. Brief memorandum of determination of project’s CEQA needs.
- f. Brief memorandum of determination if the project’s construction activities are within the NPDES Construction General Permit. Include project type and risk level.
- g. Table of Contents list for technical specifications.

7.2- 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. Submit 2 sets of 24” x 36” and 5 sets of 11” x 17” hardcopies for City review. The fonts on of 11”X17” plan must be adequate for reading.

- a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
- b. 75% specifications: Special Provisions
 - » Technical specifications, with the first section including 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. CEQA documentation, suitable for filing at the County Recorder's Office.
- f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
- g. Other supporting documentation as necessary (list of information available to Bidders, etc.).

Deliverables: 75% Design PS&E electronic .pdf format

7.3- 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. The E-76 for Construction must be obtained during this stage of the project. Submit 2 sets of 24" x 36" and 5 sets of 11" x 17" hardcopies for City review. The fonts on of 11"X17" plan must be adequate for reading.

- a. 100% plans
 - » Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet.
- b. 100% specifications
 - » Reviewed bid instructions
 - » Finalized Special Provisions and technical specifications
- c. Project schedule update.
- d. 100% construction cost estimate.
- e. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
- f. Other supporting documentation as necessary.

The Team will coordinate with City staff for comments on the initial 75% PS&E submittal, meet with City staff to review comments if necessary, or talk over the phone. The Team will prepare 100% design plans based on City comments on previous submittal.

Deliverables: 100% Design Plans one full size electronic pdf, 100% Specifications, bid schedule and estimates – .pdf format Response to comments.

Deliverables: Final Signed Design Plans, signal technical specifications

Task 8 - Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 100% submittal. 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 digital copy of the Special Provisions, and Technical specifications with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate.

Task 9 - Bidding Services

Siegfried 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.

Task 10 - Construction Support Services

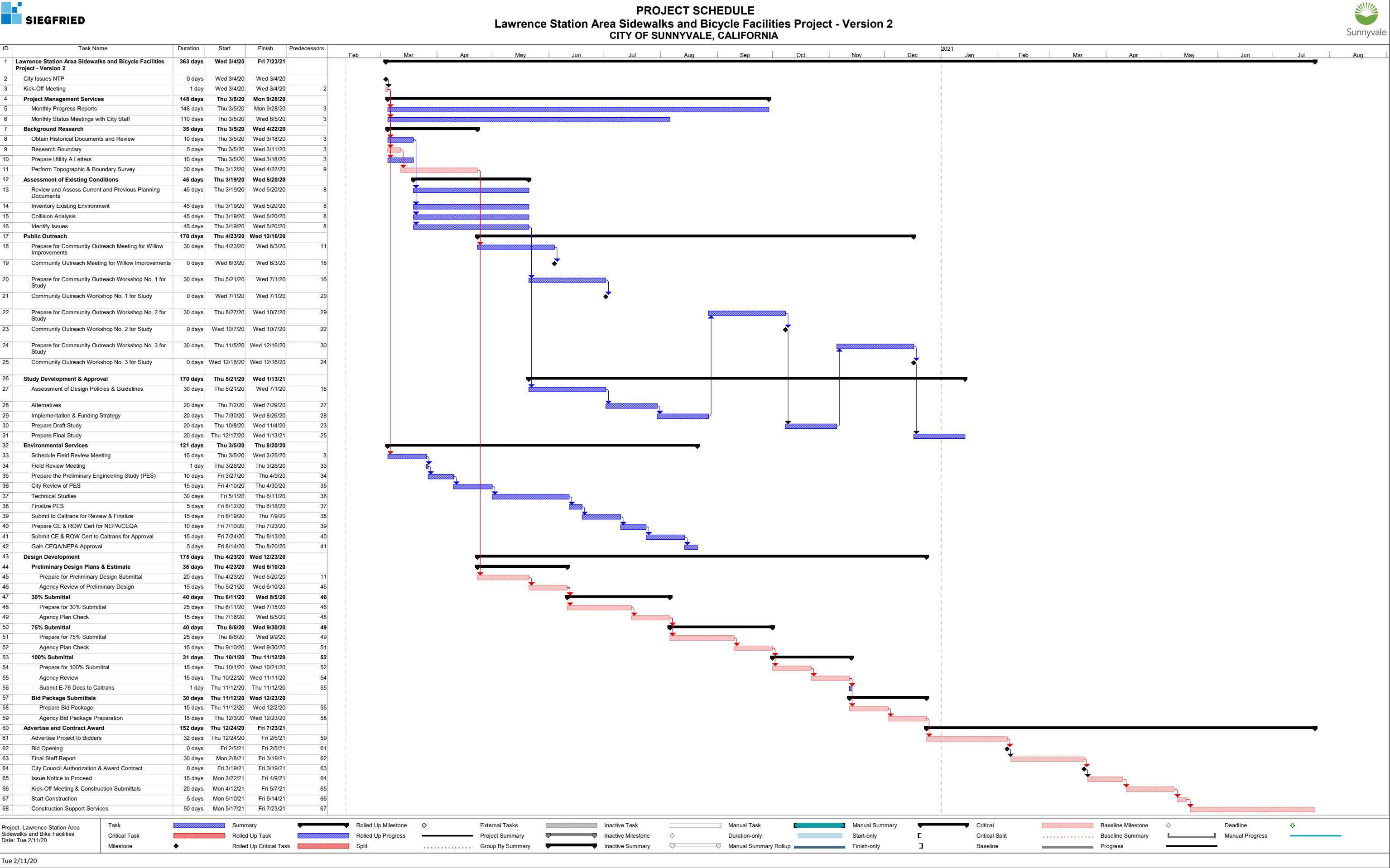
The City's construction management team will have primary responsibility for construction management and

inspection. Siegfried's point of contact will be the City's construction manager, not the contractor. The following is the expected 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.
2. Attend the pre-construction meeting.
3. Attend up to one construction progress meeting.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, including clarifying or providing revisions or additional detail where necessary on the plans and specifications.
6. Review and respond to all submittals within the period allocated in the contract documents.
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 ContractChange 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.

Deliverables: Record Drawings, clarifications, response to submittals



Proposed Fee for the City of Sunnyvale Lawrence Station Area Sidewalks and Bike Facilities

		Siegfried	ESA	TJKM	
Tasks				(DBE)	TOTAL
Task 1	Project Management				\$55,600
1.1	Project Initiation	\$3,000		\$1,500	\$4,500
1.2	Project Management	\$20,000		\$6,100	\$26,100
1.3	Coordination and Meetings	\$15,000		\$10,000	\$25,000
Task 2	Environmental				\$29,600
2.1	Preliminary Environmental Study		\$10,000		\$10,000
2.2	Technical Studies		\$11,450		\$11,450
2.3	Notice of Exemption/Categorical Exemption		\$6,000		\$6,000
2.4	Other Direct Costs		\$2,150		\$2,150
Task 3	Assessment of Existing Conditions				\$111,000
3.1	Review and Assess Current and Previous Planning Documents	\$15,000		\$5,000	\$20,000
3.2	Inventory Existing Environment	\$60,000		\$5,000	\$65,000
3.3	Collision Analysis	\$10,000		\$3,000	\$13,000
3.4	Identify Issues	\$10,000		\$3,000	\$13,000
Task 4	Study Development and Approval				\$94,000
4.1	Assessment of Design Policies & Guidelines	\$10,000		\$3,000	\$13,000
4.2	Alternatives	\$15,000		\$3,000	\$18,000
4.3	Implementation & Funding Strategy	\$15,000		\$3,000	\$18,000
4.4	Prepare Draft Study	\$20,000		\$5,000	\$25,000
4.5	Prepare Final Study	\$15,000		\$5,000	\$20,000
Task 5	Public Outreach				\$68,000
5.1	Community Outreach Meeting for Willow Improvements	\$12,000		\$5,000	\$17,000
5.2	Community Outreach Workshop No. 1 for Study	\$12,000		\$5,000	\$17,000
5.3	Community Outreach Workshop No. 2 & 3 for Study	\$24,000		\$10,000	\$34,000
Task 6	Preliminary Design for Striping Improvements				\$7,000
6.1	Preliminary Design	\$4,000		\$3,000	\$7,000
Task 7	Design Development				\$28,000
7.1	30% Submittal (Survey Included)	\$12,000		\$4,000	\$16,000
7.2	75% Submittal	\$4,000		\$4,000	\$8,000
7.3	100% Submittal	\$2,000		\$2,000	\$4,000
Task 8	Bid Package				\$3,000
8.1	Prepare Bid Package Submittal	\$2,000		\$1,000	\$3,000
Task 9	Bidding Services				\$4,500
9.1	Bidding Services	\$3,000		\$1,500	\$4,500
Task 10	Design Support During Construction				\$14,500
10.1	Construction Support Services	\$12,000		\$2,500	\$14,500
Total Cost		\$295,000	\$29,600	\$90,600	\$415,200
Percentages		71.1%	7.1%	21.8%	

Proposed Fee for the City of Sunnyvale Lawrence Station Area Sidewalks and Bike Facilities

Consultant:

Siegfried

Direct Labor

Job Title	Name	Hours	Actual Hourly Rate	Total
Project Manager, Principal-In-Charge	Adam Merrill	220	\$84.88	\$18,673.60
QA/QC	Paul Schneider	40	\$98.08	\$3,923.20
Senior Associate Survey	Kevin Genasci	20	\$63.10	\$1,262.00
Project Engineer Civil	Mike Ebenal	250	\$50.48	\$12,620.00
Associate Civil	Mary Jane Kabalin	240	\$55.29	\$13,269.60
Senior Associate Landscape	Robert Norbutas	80	\$61.30	\$4,904.00
Engineer I	Gaby Ruvalcaba	280	\$29.52	\$8,265.60
Senior Technician	Mike Kincaid	290	\$35.36	\$10,254.40
Instrumentman	Chris Wallace	32	\$67.00	\$2,144.00

Labor Costs

a) Direct Labor Cost	\$75,316.40
b) Anticipated Salary Increases	\$0
c) Total Direct Labor Costs [(a)+(b)]	\$75,316.40

Fringe Benefits

d) Fringe Benefits Rate	70.85%
e) Total Fringe Benefits [(c) x (d)]	\$53,361.67

Indirect Costs

f) Overhead Rate	74.17%
h) General and Administrative Rate	74.21%
g) Overhead [(c)x(f)]	\$55,862.18
i) Gen & Admin [(c)x(h)]	\$55,892.30
j) Total Indirect Costs [(e)+(g)+(i)]	\$165,116.15

Fee (Profit)

q) Rate	10%
k) Total Fixed Profit	\$24,043.26

Other Direct Costs (ODC)

Description	Unit(s)	Unit Cost	Total
Travel/Mileage Costs	336.12	\$0.580	\$194.95
Plotting (sf)	1317	\$0.250	\$329.25
Data Collection			\$30,000.00
l) Total Other Direct Costs			\$30,524.20

Subconsultants

ESA	\$29,600.00
TJKM	\$90,600.00
m) Total Subconsultants	\$120,200.00

Total Siegfried Cost

Total Project Cost

\$295,000.00

\$415,200.00

71.1%

Proposed Fee for the City of Sunnyvale Lawrence Station Area Sidewalks and Bike Facilities

Sub-Consultant:

ESA

Direct Labor

Job Title	Name	Hours	Actual Hourly Rate	Total
Director III (Project Director)	James Santos	10	\$65.29	\$652.90
Sr. Assoc. II (Project Manager)	Jonathan Teofilo	60	\$37.36	\$2,241.60
Mg. Assoc. II (QA/QC)	Steven Smith	10	\$50.00	\$500.00
Director II (Hazardous Materials)	Michael Burns	2	\$64.27	\$128.54
Director II (Air Quality/Noise)	Alan Sako	8	\$57.60	\$460.80
Mg. Assoc. II (Air Quality/Noise)	Joza Burman	40	\$47.12	\$1,884.80
Sr. Assoc. II (GIS/Graphics)	Frank Pimental	40	\$39.04	\$1,561.60
Project Tech. III (Publishing)	Kristine Olsen	20	\$36.54	\$730.80

Labor Costs

a) Direct Labor Cost	\$8,161.04
b) Anticipated Salary Increases	
c) Total Direct Labor Costs [(a)+(b)]	\$8,161.04

Fringe Benefits

d) Fringe Benefits Rate	50.28%
e) Total Fringe Benefits [(c) x (d)]	\$4,103.37

Indirect Costs

f) Overhead Rate	155.45%
h) General and Administrative Rate	0.00%
g) Overhead [(c)x(f)]	\$12,686.34
i) Gen & Admin [(c)x(h)]	\$0
j) Total Indirect Costs [(e)+(g)+(i)]	\$16,789.71

Fee (Profit)

q) Rate	10%
k) Total Fixed Profit	\$2,495.07

Description	Unit(s)	Unit Cost	Total
l) Travel (Mileage)/Tolls/Parking			\$1,204.18
m) Shipping/Postage			\$150.00
n) Printing/Reproduction			\$400.00
o) Record Searches			\$400.00
p) Total Other Direct Costs [(l)+(m)+(n)+(o)]			\$2,154.18

Total Cost	\$29,600.00
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Proposed Fee for the City of Sunnyvale Lawrence Station Area Sidewalks and Bike Facilities

Sub-Consultant:

TJKM

Direct Labor

Job Title	Name	Hours	Actual Hourly Rate	Total
PIC/QA	Ruta Jariwala	16	\$91.54	\$1,464.64
QA/QC	Nayan Amin	16	\$91.54	\$1,464.64
PM	Atul Patel	100	\$80.84	\$8,084.00
Task Leader	Rutvij Patel	150	\$55.31	\$8,296.50
Assistant Engineer	Manuel Montero	145	\$32.68	\$4,738.60
Assistant Engineer	Anna Highsmith	145	\$31.30	\$4,538.50

Labor Costs

a) Direct Labor Cost	\$28,586.88
b) Anticipated Salary Increases	\$1,034.27
c) Total Direct Labor Costs [(a)+(b)]	\$29,621.15

Fringe Benefits

d) Fringe Benefits Rate	41.52%
e) Total Fringe Benefits [(c) x (d)]	\$12,298.70

Indirect Costs

f) Overhead Rate	133.48%
h) General and Administrative Rate	0.00%
g) Overhead [(c)x(f)]	\$39,538.32
i) Gen & Admin [(c)x(h)]	\$0
j) Total Indirect Costs [(e)+(g)+(i)]	\$51,837.02

Fee (Profit)

q) Rate	10%
k) Total Fixed Profit	\$8,145.82

Other Direct Costs (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs			\$500.00
m) Equipment Rental and Supplies			\$0.00
n) Permit Fees, Plan Sheets			\$496.01
o) Subconsultant Costs			\$0.00
p) Total Other Direct Costs [(l)+(m)+(n)+(o)]			\$996.01

Total Cost

\$90,600.00

\$89,603.99

City of Sunnyvale
RFP #F20-015 - Lawrence Station Area Sidewalks and Bicycle Facilities
Siegfried Engineering, Inc.

Tasks		Labor										Subcontractor - ESA										Subcontractor - TTKM										ODCs	Total
		PC/Project Manager	QA/QC	Senior Associate Survey	Project Engineer Civil	Associate Civil	Senior Landscape Architect	Engineer I	Senior Technician	Instruments		Director III (Project Director)	Sr. Assoc. II (Project Manager)	Mp. Assoc. II (QA/QC)	Director II (Headlines Manager)	Director II (Air Quality/Noise)	Mp. Assoc. II (Air Quality/Noise)	Sr. Assoc. II (GIS/Geomatics)	Project Tech. III (Photoblog)		PE/QA	QA/QC	Project Manager	Task Leader	Assistant Engineer	Assistant Engineer		Total Hours	Total Labor Costs	Other Direct Costs	Total Fee		
Task #	Task Description (Change task titles as detailed in the scope of work)	Adam Merrill	Paul Schneider	Kevin Genneci	Mike Elwood	May Jane Kohnen	Robert Norbhus	Gaby Revellaba	Mike Kincad	Chris Wallace	Total Hours	Total Labor Costs	James Santos	Jonathan Tardito	Steven Smith	Michael Burn	Alan Sabo	Juan Barrios	Frank Pinamonti	Kristina Olson	Total Hours	Total Labor Costs	Rita Jiravals	Neyan Arnis	And Paul	Bareij Paul	Mamad Montero	Aron Hyltonth	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee	
		\$64.88	\$98.08	\$63.30	\$20.48	\$55.29	\$61.30	\$29.55	\$35.36	\$67.80		\$48.29	\$37.36	\$50.00	\$64.27	\$27.40	\$47.12	\$39.66	\$26.54			\$91.54	\$91.54	\$80.84	\$35.31	\$32.48	\$31.30						
		\$298.06	\$344.41	\$223.36	\$177.36	\$194.15	\$235.36	\$107.66	\$124.17	\$238.27	\$219.57	\$125.46	\$168.15	\$216.14	\$193.75	\$158.47	\$131.29	\$127.89	\$286.93	\$286.93	\$255.39	\$173.37	\$102.43	\$98.11									
1	Project Management	76	40	4							122	\$37,911.32									0	\$0.00	16	16	33			65	\$37,543.49	\$145.10	\$35,000.00		
2	Environmental Assessment of Existing Conditions										6	\$0.00	10	40	10		2	6	40	40	20	180	\$27,445.82				6	\$0.00	\$2,154.18	\$29,000.00			
3	Study Development and Approval	24			104	88	40	110	99		465	\$74,979.59									0	\$0.00		4	40	40	40	124	\$35,969.87	\$30,193.52	\$111,000.00		
4	Public Outreach	36		18	40	20		43			242	\$47,918.34									0	\$0.00		20	46	34	34	134	\$19,861.03	\$230.63	\$68,000.00		
5	Preliminary Design for Striping Improvements	2		2				11	12		26	\$3,989.23									0	\$0.00		8	2	4	2	16	\$2,979.76	\$30.99	\$7,000.00		
6	Design Development	4		12	6	10		22	44	16	114	\$18,364.53									0	\$0.00		9	8	28	29	74	\$9,385.70	\$254.77	\$26,000.00		
7	Bid Package	2			4	2		2			10	\$1,941.80									0	\$0.00		2	2		1	5	\$951.62	\$106.58	\$3,000.00		
8	Bidding Services	4			2	2		5	4		17	\$2,950.04									0	\$0.00		2	4		3	9	\$1,494.37	\$35.40	\$4,500.00		
9	Design Support During Construction	8		8	20	24		5	4		65	\$11,404.34									0	\$0.00		2	8	2	4	16	\$2,493.03	\$464.45	\$14,500.00		
	Proposal Subtotal	220	40	20	250	240	80	280	280	32	1452	\$264,475.79	10	40	10	2	6	40	40	20	190	\$27,445.82	16	16	100	150	145	145	572	\$80,403.99	\$33,674.40	\$415,200.00	
	Optional Services										0	\$0.00									0	\$0.00						-	0	\$0.00	-	\$0.00	
A	Total Optional Services										0	\$0.00									0	\$0.00						0	\$0.00	\$0.00	\$0.00		
	Total Including Optional Services	220	40	20	250	240	80	280	280	32	1452	\$264,475.79	10	40	10	2	6	40	40	20	190	\$27,445.82	16	16	100	150	145	145	572	\$80,403.99	\$33,674.40	\$415,200.00	
	Notes:																																
1																																	
2																																	
3																																	
4																																	

Overhead Rate	SEI	ESA	TTKM
Fringe Rate	74.17%	155.43%	133.48%
General and Administrative Rate	74.23%	0.00%	0.00%
Fee Rate	10.00%	10.00%	10.00%

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:

- ☒ 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-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 Information
- Exhibit 10-K Certification of Contract Costs and Financial Management System
- Exhibit 10-Q Disclosure of Lobbying Activities
- Exhibit 10-U Consultant in Management Support Role Conflict of Interest and Confidentially Statement
- 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: 14.33%
 3. Project Description: Lawrence Station Area Sidewalks & Bicycle; City of Sunnyvale PN TR-1802; FPN 5213(065)
 4. Project Location: Sunnyvale, CA
 5. Consultant's Name: Siegfried Engineering, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$415,200
 8. Total Dollar Amount for **ALL** Subconsultants: \$120,200 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	TJKM; 925.264.5003; apatel@tjkm.com	\$90,600
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____	14. TOTAL CLAIMED DBE PARTICIPATION		\$90.600
21. Federal-Aid Project Number: _____			21.8%
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><u><i>Adam K. Merrill</i></u></p> <p>15. Preparer's Signature</p> <p>Adam K. Merrill</p> <p>17. Preparer's Name</p> <p>Vice President</p> <p>19. Preparer's Title</p> </div> <div> <p><u>01.15.2020</u></p> <p>16. Date</p> <p><u>209.943.2021</u></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.

Siegfried

Proposed Fee for the City of Sunnyvale Lawrence Station Area Sidewalks and Bike Facilities

		Siegfried	ESA	TJKM	
Tasks				(DBE)	TOTAL
Task 1	Project Management				\$55,600
1.1	Project Initiation	\$3,000		\$1,500	\$4,500
1.2	Project Management	\$20,000		\$6,100	\$26,100
1.3	Coordination and Meetings	\$15,000		\$10,000	\$25,000
Task 2	Environmental				\$29,600
2.1	Preliminary Environmental Study		\$10,000		\$10,000
2.2	Technical Studies		\$11,450		\$11,450
2.3	Notice of Exemption/Categorical Exemption		\$6,000		\$6,000
2.4	Other Direct Costs		\$2,150		\$2,150
Task 3	Assessment of Existing Conditions				\$111,000
3.1	Review and Assess Current and Previous Planning Documents	\$15,000		\$5,000	\$20,000
3.2	Inventory Existing Environment	\$60,000		\$5,000	\$65,000
3.3	Collision Analysis	\$10,000		\$3,000	\$13,000
3.4	Identify Issues	\$10,000		\$3,000	\$13,000
Task 4	Study Development and Approval				\$94,000
4.1	Assessment of Design Policies & Guidelines	\$10,000		\$3,000	\$13,000
4.2	Alternatives	\$15,000		\$3,000	\$18,000
4.3	Implementation & Funding Strategy	\$15,000		\$3,000	\$18,000
4.4	Prepare Draft Study	\$20,000		\$5,000	\$25,000
4.5	Prepare Final Study	\$15,000		\$5,000	\$20,000
Task 5	Public Outreach				\$68,000
5.1	Community Outreach Meeting for Willow Improvements	\$12,000		\$5,000	\$17,000
5.2	Community Outreach Workshop No. 1 for Study	\$12,000		\$5,000	\$17,000
5.3	Community Outreach Workshop No. 2 & 3 for Study	\$24,000		\$10,000	\$34,000
Task 6	Preliminary Design for Striping Improvements				\$7,000
6.1	Preliminary Design	\$4,000		\$3,000	\$7,000
Task 7	Design Development				\$28,000
7.1	30% Submittal (Survey Included)	\$12,000		\$4,000	\$16,000
7.2	75% Submittal	\$4,000		\$4,000	\$8,000
7.3	100% Submittal	\$2,000		\$2,000	\$4,000
Task 8	Bid Package				\$3,000
8.1	Prepare Bid Package Submittal	\$2,000		\$1,000	\$3,000
Task 9	Bidding Services				\$4,500
9.1	Bidding Services	\$3,000		\$1,500	\$4,500
Task 10	Design Support During Construction				\$14,500
10.1	Construction Support Services	\$12,000		\$2,500	\$14,500
Total Cost		\$295,000	\$29,600	\$90,600	\$415,200
Percentages		71.1%	7.1%	21.8%	

Proposed Fee for the City of Sunnyvale Lawrence Station Area Sidewalks and Bike Facilities

Consultant:

Siegfried

Direct Labor

Job Title	Name	Hours	Actual Hourly Rate	Total
Project Manager, Principal-In-Charge	Adam Merrill	220	\$84.88	\$18,673.60
QA/QC	Paul Schneider	40	\$98.08	\$3,923.20
Senior Associate Survey	Kevin Genasci	20	\$63.10	\$1,262.00
Project Engineer Civil	Mike Ebenal	250	\$50.48	\$12,620.00
Associate Civil	Mary Jane Kabalin	240	\$55.29	\$13,269.60
Senior Associate Landscape	Robert Norbutas	80	\$61.30	\$4,904.00
Engineer I	Gaby Ruvalcaba	280	\$29.52	\$8,265.60
Senior Technician	Mike Kincaid	290	\$35.36	\$10,254.40
Instrumentman	Chris Wallace	32	\$67.00	\$2,144.00

Labor Costs

a) Direct Labor Cost	\$75,316.40
b) Anticipated Salary Increases	\$0
c) Total Direct Labor Costs [(a)+(b)]	\$75,316.40

Fringe Benefits

d) Fringe Benefits Rate	70.85%
e) Total Fringe Benefits [(c) x (d)]	\$53,361.67

Indirect Costs

f) Overhead Rate	74.17%
h) General and Administrative Rate	74.21%
g) Overhead [(c)x(f)]	\$55,862.18
i) Gen & Admin [(c)x(h)]	\$55,892.30
j) Total Indirect Costs [(e)+(g)+(i)]	\$165,116.15

Fee (Profit)

q) Rate	10%
k) Total Fixed Profit	\$24,043.26

Other Direct Costs (ODC)

Description	Unit(s)	Unit Cost	Total
Travel/Mileage Costs	336.12	\$0.580	\$194.95
Plotting (sf)	1317	\$0.250	\$329.25
Data Collection			\$30,000.00
l) Total Other Direct Costs			\$30,524.20

Subconsultants

ESA	\$29,600.00
TJKM	\$90,600.00
m) Total Subconsultants	\$120,200.00

Total Siegfried Cost

Total Project Cost

\$295,000.00

\$415,200.00

71.1%

Proposed Fee for the City of Sunnyvale Lawrence Station Area Sidewalks and Bike Facilities

Sub-Consultant:

ESA

Direct Labor

Job Title	Name	Hours	Actual Hourly Rate	Total
Director III (Project Director)	James Santos	10	\$65.29	\$652.90
Sr. Assoc. II (Project Manager)	Jonathan Teofilo	60	\$37.36	\$2,241.60
Mg. Assoc. II (QA/QC)	Steven Smith	10	\$50.00	\$500.00
Director II (Hazardous Materials)	Michael Burns	2	\$64.27	\$128.54
Director II (Air Quality/Noise)	Alan Sako	8	\$57.60	\$460.80
Mg. Assoc. II (Air Quality/Noise)	Joza Burman	40	\$47.12	\$1,884.80
Sr. Assoc. II (GIS/Graphics)	Frank Pimental	40	\$39.04	\$1,561.60
Project Tech. III (Publishing)	Kristine Olsen	20	\$36.54	\$730.80

Labor Costs

a) Direct Labor Cost	\$8,161.04
b) Anticipated Salary Increases	
c) Total Direct Labor Costs [(a)+(b)]	\$8,161.04

Fringe Benefits

d) Fringe Benefits Rate	50.28%
e) Total Fringe Benefits [(c) x (d)]	\$4,103.37

Indirect Costs

f) Overhead Rate	155.45%
h) General and Administrative Rate	0.00%
g) Overhead [(c)x(f)]	\$12,686.34
i) Gen & Admin [(c)x(h)]	\$0
j) Total Indirect Costs [(e)+(g)+(i)]	\$16,789.71

Fee (Profit)

q) Rate	10%
k) Total Fixed Profit	\$2,495.07

Description	Unit(s)	Unit Cost	Total
l) Travel (Mileage)/Tolls/Parking			\$1,204.18
m) Shipping/Postage			\$150.00
n) Printing/Reproduction			\$400.00
o) Record Searches			\$400.00
p) Total Other Direct Costs [(l)+(m)+(n)+(o)]			\$2,154.18

Total Cost	\$29,600.00
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Proposed Fee for the City of Sunnyvale Lawrence Station Area Sidewalks and Bike Facilities

Sub-Consultant:

TJKM

Direct Labor

Job Title	Name	Hours	Actual Hourly Rate	Total
PIC/QA	Ruta Jariwala	16	\$91.54	\$1,464.64
QA/QC	Nayan Amin	16	\$91.54	\$1,464.64
PM	Atul Patel	100	\$80.84	\$8,084.00
Task Leader	Rutvij Patel	150	\$55.31	\$8,296.50
Assistant Engineer	Manuel Montero	145	\$32.68	\$4,738.60
Assistant Engineer	Anna Highsmith	145	\$31.30	\$4,538.50

Labor Costs

a) Direct Labor Cost	\$28,586.88
b) Anticipated Salary Increases	\$1,034.27
c) Total Direct Labor Costs [(a)+(b)]	\$29,621.15

Fringe Benefits

d) Fringe Benefits Rate	41.52%
e) Total Fringe Benefits [(c) x (d)]	\$12,298.70

Indirect Costs

f) Overhead Rate	133.48%
h) General and Administrative Rate	0.00%
g) Overhead [(c)x(f)]	\$39,538.32
i) Gen & Admin [(c)x(h)]	\$0
j) Total Indirect Costs [(e)+(g)+(i)]	\$51,837.02

Fee (Profit)

q) Rate	10%
k) Total Fixed Profit	\$8,145.82

Other Direct Costs (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs			\$500.00
m) Equipment Rental and Supplies			\$0.00
n) Permit Fees, Plan Sheets			\$496.01
o) Subconsultant Costs			\$0.00
p) Total Other Direct Costs [(l)+(m)+(n)+(o)]			\$996.01

Total Cost

\$90,600.00

\$89,603.99

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 15.1 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

Local Assistance Procedures Manual

EXHIBIT 10-I
Notice to Proposers DBE Information

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

Local Assistance Procedures Manual

**EXHIBIT 10-I
Notice to Proposers DBE Information**

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Lawrence Station Area Sidewalks & Bicycle Facilities
City of Sunnyvale (TR-18-02); Federal Project No. 5213(065)
Separate, Sealed Envelope No. 1: Cost Proposal & Required Forms

REQUIRED FORMS

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

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 219.23 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1.1.2018 - 12.31.2018

* 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

Lawrence Station Area Sidewalks & Bicycle Facilities
City of Sunnyvale (TR-18-02); Federal Project No. 5213(065)
Separate, Sealed Envelope No. 1: Cost Proposal & Required Forms

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

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 4.
- 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**: Adam K. Merrill Title**: Principal / Secretary
Signature:  Date of Certification (mm/dd/yyyy): 09.05.2019
Email**: amerrill@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.*

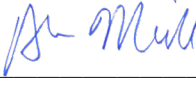
Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

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 checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Siegfried Engineering, Inc. 3248 Brookside Rd. Stockton, CA 95219 Congressional District, if known _____ Tier _____, 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: Federal Project No. 5213(065)	7. Federal Program Name/Description: CFDA Number, if applicable <u>N/A</u>	
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)	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) \$ <u>438,000</u> <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 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 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: <u></u> Print Name: <u>Adam K. Merrill</u> Title: <u>Principal / Secretary</u> Telephone No.: <u>209.943.2021</u> Date: <u>09.05.2019</u>		Authorized for Local Reproduction Standard Form - LLL
Federal Use Only:		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**

City of Sunnyvale Project Number TR-18-02

RFP/RFQ PROCUREMENT NUMBERS (if applicable): Federal Project No. 5213(065)

PROJECT NAME (and FPN, if applicable)²: Lawrence Station Area Sidewalks and Bicycle Facilities Re-bid

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.

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

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

Date: 09.05.2019

Signature: 

Name: Adam K. Merrill

Title: Principal / Secretary

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: _____

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTSCost Proposal Due Date September 5, 2019 PE/CEFederal-aid Project No(s). 5213 (065) Bid Opening Date August 7, 2019 **CON**

The City of Sunnyvale established a Disadvantaged Business Enterprise (DBE) goal of 14.33% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or 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.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- 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):

Publications	Dates of Advertisement
IMS & Demand Star	August 8, 2019

- 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.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
TJKM	August 9, 2019	Email and Phone Calls

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Traffic Engineering	Y	Design Assistance	\$90,600	22.20%
				0.00%
				0.00%
				0.00%

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 (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

[illegible]