

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN AND
CONSTRUCTION SUPPORT SERVICES FOR IMPROVEMENTS TO BICYCLE
AND PEDESTRIAN ACCESS TO CALTRAIN STATION PROJECT**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and KIMLEY-HORN AND ASSOCIATES, INC., ("CONSULTANT"), a North Carolina corporation.

WHEREAS, CITY advertised a Request for Proposals (RFP) F23-169 on August 24, 2023, for Professional Services for Improvements to Bicycle and Pedestrian Access at Sunnyvale Caltrain Station; and

WHEREAS, CITY accepted CONSULTANT's proposal submitted on September 26, 2023; and

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 Improvements to Bicycle and Pedestrian Access at Sunnyvale Caltrain Station; 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 "Detailed Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Adam Dankberg, P.E. to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

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

2. Notice to Proceed/Completion of Services

- A. CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- B. When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder.

CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

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

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Three Hundred Eighty-Eight Thousand Nine Hundred Forty-Four and 89/100 Dollars (\$388,944.89) for the duration of the contract, unless upon written modification of this Agreement in accordance with Section 30 below. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal,

State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

Pursuant to the full language of California Civil Code §2782, Consultant/Design Professional agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of City; and does not apply to any passive negligence of City unless caused at least in part by the Consultant. City agrees that in no event shall the cost to defend charged to the Consultant exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

15. Insurance Requirements

The City requires that CONSULTANT maintain insurance requirements on the Pacific Insurance Network System (PINS). CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

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, 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 Work, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707

Sunnyvale, CA 94088-3707

To CONSULTANT: Kimley-Horn and Associates, Inc.
Attn: Adam Dankberg, P.E.
10 S. Almaden Blvd. Ste 1250
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. 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.

20. 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.

CONSULTANT'S duties and services under this agreement shall not include preparing or assisting the CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

21. 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.

22. 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.

23. 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.

24. 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.

25. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal or state law.

26. 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 in accordance with Section 30 below.

27. Other Agreements

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

28. 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.

29. 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.

30. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

31. 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 _____

By _____

City Clerk

City Manager

KIMLEY-HORN AND ASSOCIATES, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A SCOPE OF WORK IMPROVEMENTS TO BICYCLE AND PEDESTRIAN ACCESS AT SUNNYVALE CALTRAIN STATION

Project Scope

The project includes professional services to perform a study to develop and implement bicycle and pedestrian access improvements to and from the Sunnyvale Caltrain Station. The scope of work will include city document and project history review, data collection including traffic, bicycle, pedestrian, and other mode share counts, collision history review, existing conditions review, identification of potential constraints and improvements, concept plan development, public outreach, and report and presentation of final results and recommendations.

Overall Project Objectives

The project objective is to make recommendations for improvements to bicycle and pedestrian access in the vicinity of the Sunnyvale Caltrain Station. This includes improvements to signage, access paths, roadways, traffic control and bicyclist/pedestrian amenities.

The overall project objectives include:

- Encourages sustainable modes of transportation
- Reduces greenhouse gas emissions
- Promotes local businesses by providing better access to Sunnyvale Downtown
- Improves transportation signage
- Improves pedestrian and bicycle access to the Caltrain Station
- Includes public artwork and green infrastructure
- Improves safety for bicyclists and pedestrians accessing the Caltrain Station

The scope of services for this project will include the tasks listed below.

Project Details

Listed below are the specific project tasks, followed by a detailed description of each task. Project management responsibilities are assumed within each specific project task. The project delivery deadline based on grant requirements is February 28, 2025.

- Task 1 – Existing Conditions
- Task 2 – Analysis
- Task 3 – Stakeholder & Community Outreach and Engagement
- Task 4 – Advisory Meetings with Committees & Commissions
- Task 5 – Draft and Final Study
- Task 6 – Board Review/Approval

Task 1: Existing Conditions

Kick-off Meeting

Consultant will conduct a kick-off meeting with the City to align the consultant team with City's goals, objectives, schedule, and processes. Consultant will prepare the agenda and meeting summary from the kick-off meeting. Consultant will prepare and maintain an overall project schedule throughout the project. Two (2) additional virtual project team/coordination meetings are included in this task.

Consultant will create a shared, online tracker to manage action items, track data needs and deliverables, and document decisions, allowing the City to have access to current project status documentation.

Walk Audits

This task includes gathering the existing site conditions within the project study area. The project study area will consider a ½-mile walkshed, and a 1½-mile bikeshed for data collection and analysis. The intent of this task is to identify existing access points to the Sunnyvale Caltrain Station for bicyclists, pedestrians and vehicles.

As part of this task, the Consultant, along with City staff, will perform up to two walk audits of the station area to identify key concerns relating to the access, safety, security, walkability, and quality of existing infrastructure. The walk audits might also engage the project stakeholders, the local community, and nearby schools to invite them to join the walk audits to obtain input on potential concerns in accessing the Sunnyvale Caltrain Station. The City will be responsible for identifying walk audit participants and preparing and distributing walk audit invitations. Consultant will be responsible for preparing walk audit materials and leading the walk audits.

Review Existing Plans and Policies

This task also includes a review of the following existing planning documents, as provided by the City:

- Caltrain Business Plan
- Caltrain Modernization Program
- Caltrain Annual Count Key Findings Report
- Caltrain Design Standards
- Caltrain Access Policy and Bike Access and Parking Implementation Plan
- City of Sunnyvale Active Transportation Plan
- City of Sunnyvale General Plan
- City of Sunnyvale Climate Action Playbook
- City of Sunnyvale Vision Zero Plan
- City of Sunnyvale Roadway Safety Plan
- VTA Countywide Bicycle Plan
- VTA Pedestrian Access to Transit Plan
- Downtown Specific Plan

- Peery Park Specific Plan

Summarize Existing Conditions

The task includes the documentation and mapping of the following:

- Existing station access infrastructure (within the station footprint and station perimeter) including sidewalks, main pedestrian pathways and crossings, ADA curb ramps, multi-use paths, vehicle roadway access, bicycle facilities access points, bicycle station parking, bus/shuttle stops, location and access for loading/unloading zones, and trail access points.
- Existing signage and related pedestrian traffic controls (within the station footprint and station perimeter)
- Existing and planned transportation facilities as provided by City in GIS format (within bikeshed)
- Existing and planned pedestrian and bicycle facilities, as provided by City in GIS format (within bikeshed)
- Existing and planned shared micromobility services (such as bikeshare, scootershare, carshare, private commuter shuttles), as provided by the City
- Site visit at night to determine any lighting or access concerns that may not be noticeable during the day.
- Locations of gaps, deficiencies, and complaints in pedestrian and bicycle facilities identified by the community (Task 3)
- Transit services and routes (including data on ridership, frequency and major stops), as provided in GIS format by VTA
- Collision records of injuries and fatalities in the last five years, as provided by City in editable format
- Major trip generators, as provided by City in GIS format
- Major employment areas, as provided by City in GIS format
- Existing and planned land use, zoning, and specific plan considerations, as provided by City in GIS format
- Right of way constraints between local agencies and private landowners, as provided by City in GIS format

Data Collection

This task includes field observations of the areas around the Sunnyvale Caltrain Station, including at the Caltrain station access points. The field observations will be used to determine the feasibility of any proposed improvements and need analysis for the site.

The field survey will include the following data collection:

- Passenger pick-up/drop-off locations
- Public transit and private shuttle schedule and pick-up/drop-off locations

Additional data that will be collected includes:

- Recent collision data from the City's Crossroads Software collision database will be provided to the Consultant by the City in an editable format to perform the analysis. Collision data from the most recent 5-year period will be used to evaluate and make any findings on safety.
- Roadway data to be collected is anticipated to include weekday AM and PM peak periods (6-9am and 4-7pm) and/or weekend peak periods for pedestrian, bicycle, and auto counts. Up to \$2,000 is included in the base scope of services with additional funds available as an optional task. Locations for traffic data collection will be determined in coordination with City staff.
- Recent Caltrain ridership, and how Caltrain passengers access the station, as provided by Caltrain.
- Recent VTA ridership at the Sunnyvale Caltrain Station, as provided by VTA
- Bicycle parking usage at the Caltrain station and in the City parking lot, as provided by Caltrain and the City
- Collection of right-of-way information from readily available sources such as county accessor parcel data and Caltrain record drawings. A right-of-way survey is not included in the scope of work.

As an optional item, Consultant will conduct a topographic survey. The exact nature of the topographic survey is not known, therefore, a budget allotment for this optional task has been allocated. The limits and details of the topographic survey would be developed in coordination with the City if the optional task is selected and will only proceed after receipt of authorization by the City.

Consultant will prepare an Existing Conditions memo that summarizes the data collected as part of this task. One round of City review and comment is assumed and Consultant will prepare a revised Existing Conditions memo. Raw data collected by Kimley-Horn in this task will be shared with the City as an Appendix.

Task 1 Deliverables –

- Summary of Existing Conditions and Input from the Walk Audits (Draft and Revised)
- Raw Data Collected by Kimley-Horn – Roadway counts, bicycle and pedestrian counts
- Topographic Survey (Optional)
- Project management (Progress reports, invoices, meeting agenda/minutes)

Task 2: Analysis

This task includes analyzing the existing conditions and data collected in Task 1, identifying possible pedestrian or bicycle access improvements, construction feasibility, and cost estimates. This task will also include an evaluation of the input received from the Public Outreach tasks (Tasks 3 and 4).

This task includes preparing a Needs Analysis memorandum which will later be referenced for transportation improvement recommendations. One round of City review and comment is assumed on the Needs Analysis memorandum and a final memorandum will be prepared.

The memorandum will include:

- Identification of existing pedestrian and bicycle access points and amenities
- Identification of potential signage and traffic controls improvements
- Identification of any gaps or deficiencies to pedestrian and bicycle facilities or access routes not previously known
- Identification of potential conflict points between vehicles and pedestrians/bicycles.
- Evaluation of collision records related to bicycle and pedestrian
- Evaluation of locations for future inclusion of public art displays
- Evaluation of right-of-way restrictions and constraints between local agencies and private landowners that would affect potential improvements
- Construction Feasibility and Cost Estimates of potential improvements

Consultant will prepare illustrative exhibits that identify potential pedestrian and/or bicycle access improvements using callouts on aerials.

Based on one round of City input on those exhibits, Consultant will develop concept drawings for improvements. Up to four sheets of concept plan drawings are assumed. Additional concept plan drawings may be developed as an optional task. Exhibit scale and limits to be determined by Consultant, but are anticipated to be 1"=100' or 1"=40' scale, be drawn on an aerial and focus on the area at and around the Caltrain Station. The illustrative exhibits will be updated as needed based on refinements made during the concept drawing development. Two rounds of review on the concept plan and illustrative exhibits are assumed. The City will provide clear direction to Consultant to resolve any conflicting comments received. After the

second round of community engagement, Consultant will refine the illustrative exhibits and concept plan drawings. Following one round of review of the revised drawings by City staff, Kimley-Horn will develop planning-level cost estimates for the recommended concepts commensurate with the level of conceptual design. One round of City review and comment is assumed on the cost estimates.

Task 2 Deliverables –

- Needs Memorandum Summarizing Analyses (Draft and Final)
- Illustrative Exhibits and Concept Plans (City Draft, Agency Draft, Public Draft, and Final)
- Cost Estimates (Draft and Final)
- Project management (Progress reports, invoices, meeting agenda/minutes)

Task 3: Stakeholder & Community Outreach and Engagement

As part of the project, a Stakeholder Advisory Committee (SAC) will be formed by City staff, and the project team will have ongoing Community and Stakeholder Meetings throughout the project. The project team assumes key stakeholders for this project will include the following local agencies and community groups:

- Sunnyvale Downtown Association
- Peery Park Business Groups
- Transit Commuters
- Underrepresented Communities and Advocate Agencies
- Local Affordable Housing and Community Service Groups (i.e. Sunnyvale Community Services, EAH Housing, Silicon Valley at Home (SV@Home))
- Bicycling Advocates (such as Silicon Valley Bicycling Coalition)
- Members from the Sunnyvale Bicycle and Pedestrian Advisory Commission (BPAC)
- Members from the Sunnyvale Advisory Committee on Accessibility
- Members from the Sunnyvale City Council
- Sunnyvale School Districts
- San Francisco Planning Urban Research Association (SPUR)

The project team will also be consulting a Technical Advisory Committee (TAC) throughout the project to provide technical feedback. The project team assumes TAC members are assumed to include the following:

- Caltrans
- Caltrain
- SamTrans
- Union Pacific Railroad
- Santa Clara Valley Transportation Authority (VTA)
- City of Sunnyvale Department of Public Works

- City of Sunnyvale Department of Public Safety
- City of Sunnyvale Community Development Department

The City is assumed to be responsible for identifying SAC and TAC members, distributing invites, and coordinating meeting scheduling. Up to one SAC meeting is assumed to be in person. All of the TAC and the remainder of the SAC meetings are assumed to be virtual. Up to two TAC meetings are assumed.

Public Outreach and Community Engagement Plan Development

The project team will develop a Draft Public Outreach Plan, which will be reviewed by the City, with all comments consolidated for the project team to refine and submit a Final Public Outreach Plan. The intent of this plan is to develop an outreach strategy that is tailored to the community, with specific consideration for disadvantaged and underserved communities, in the project area.

As an optional item, Kimley-Horn can engage a community-based organization (CBO) to participate in the development of the outreach plan as well as the outreach activities.

Public Outreach Online

The project team will develop project content to be published on the City of Sunnyvale website and on the City's social media outlets for each of two public engagement rounds. The content will include relevant information, upcoming meetings and events, project documents, and the draft and final studies.

This task also includes the development of two online surveys (one for each engagement round) that will be open to all members of the public for input. The survey will have translation options for multiple languages and will provide the opportunity for the public to provide personal input on potential problems and solutions for the project. The first survey will use Social Pinpoint or a similar platform and the second will use the City's Open Town Hall platform, Survey Monkey, or similar platform.

Public Outreach Events

The project team will create flyers for the meetings, develop presentation materials and prepare meeting summaries for each of the meetings. The project team will identify up to two non-English languages used by the community in the project area, one assumed to be Spanish, and will provide translation services for the language(s) identified. Consultant will be responsible for providing Spanish-language speakers for the two community meetings. Additional interpretation can be provided if requested, contingent on budget available or as additional services.

The following public outreach efforts will be included:

- Two walk audits of the Caltrain station (included in Task 1) with engagement by project stakeholders and the community to provide input on any existing concerns. One walk audit will be conducted with the project stakeholders and local community, and a second

walk audit will include the Sunnyvale school communities (such as students, parents, and teachers) to gather input from those who visit the station.

- Two community engagement/public participation outreach meetings (a hybrid format of both in-person and virtual), assumed to be hosted at City Hall or as directed by City Staff.
- Consultant will prepare materials for conducting pop-up outreach events for each of the two rounds of outreach. Consultant will staff one pop-up for each outreach rounds, with other pop-ups to be staffed by the City. City will provide Consultant with summary of activities and discussions at all of the pop-ups. Pop-up locations will be determined in coordination with the City. All pop-ups in each round of outreach will use the same set of materials.
- Social media advertisements, in each of the two engagement rounds, to inform the public of how to get involved (including Sunnyvale blogposts, NextDoor, and social media platform posts)
- Postcard notices promoting the first round of public engagement, including a QR code and web link directing recipients to the online survey, will be sent to residents and businesses within 2,000 feet of the Sunnyvale Caltrain Station. Postcards will be translated into Spanish and up to two other languages. This task includes the cost of producing and postage of mailing out the postcard notices (up to 4,000 addresses are assumed).

Consultant will prepare a brief outreach summary for each of the two rounds of engagement. One round of City review and comments is assumed.

Task 3 Deliverables –

- Public Outreach and Community Engagement Plan (Draft and Final)
- Two Walk Audits and Compiled Results
- Two Community Outreach Meetings – Agenda and Presentation
- Materials for Pop-Ups, two rounds
- Online Survey, two rounds
- Outreach summary, two rounds (Draft and Final)
- Project management (Progress reports, invoices, meeting agenda/minutes)

Task 4: Advisory Meetings with Committees & Commissions

The project team will have meetings with the SAC, TAC, and BPAC throughout the duration of the project.

These meetings will provide an opportunity to gather early feedback on the project and engage the committees and commissions once Draft Study and conceptual plans are developed. The project team will be present at the meeting to address questions and provide responses.

SAC Meetings

This task includes three (3) meetings with the SAC: one (1) during the early stages of the study development, one (1) during the development of the Draft Study, and one (1) at the end for the review of the Final Study. Intent of SAC meetings is to provide status updates and receiving feedback on current tasks. City will be responsible for organizing the SAC meetings and coordinating the venue for in-person meeting as needed.

TAC Meetings

This task includes two (2) meetings with the TAC: one (1) during the early stage of the study development and one (1) during the development of the Draft Study. These meetings will provide status updates to the TAC and receive feedback on current tasks from them. Consultant will develop meeting agendas, meeting summaries, and action items. Meeting agendas and summaries will be documented and made available to Caltrans and the TAC. City will be responsible for organizing the TAC meetings.

BPAC Meetings

This task includes a presentation and material developments for one (1) BPAC meeting. The specific meeting will be determined in coordination between Consultant and the City. Consultant will be responsible for preparing and delivering the presentation.

Task 4 Deliverables –

- Three (3) Stakeholder Advisory Committee Meetings
- Two (2) Technical Advisory Committee Meetings
- One (1) Bicycle and Pedestrian Advisory Commission Meetings
- Presentation Materials, Agendas, Meeting Summaries, Action Items
- Project management (Progress reports, invoices, meeting agenda/minutes)

Task 5: Draft and Final Study

The Draft Study will summarize the results of Task 1 - Existing Conditions, and recommendations developed from Task 2 – Analysis. The project team will develop a Funding and Implementation Plan in the Final Study, which will identify the cost estimates of the recommended improvements and the implementation plan, and suggest potential funding sources. The Final Study will also summarize the public outreach meetings and community engagements performed under Task 3 – Stakeholder & Community Outreach and Engagement. As part of the implementation plan, the Final Study will also include a discussion on how to continually engage the different stakeholders and disadvantaged communities during the future phases of the project. In addition, the Final Study will include concept plans developed in Task 2.

An Admin Draft Study will be provided to the City for one round of review. Following revision per City comments, it will be distributed for one round of review by the SAC, TAC, BPAC, and community. The City will provide direction to Consultant on how to address any conflicting comments. Consultant will compile the feedback received and work with City staff to address these comments in the Final Study.

Task 5 Deliverables –

- Draft Study (Admin Draft and Draft)
- Final Draft Study
- Project management (Progress reports, invoices, meeting agenda/minutes)

Task 6: Board Review/Approval

The City will present the proposed project, data analysis, and proposed improvements to the Sunnyvale City Council during the Analysis phase to obtain input from the City Council. Once the Final Study is completed, the City will present the Final Study and recommendations to the BPAC and Sunnyvale City Council for consideration. This task will include a presentation and material development for one (1) City Council meeting for their review and comment, and for one (1) BPAC meeting and one (1) City Council meeting for their review and approval. The Final Study will be refined based on the comments received from the City Council, if needed. City staff will facilitate the meetings to recommend the adoption of the Final Study and for the identification and approval of construction funding.

Task 6 Deliverables –

- Presentation for Council Study Session
- Presentation for BPAC/Council approval session
- Final Study with any City Council Modifications
- Project management (Progress reports, invoices, meeting agenda/minutes)

Appendix 1 - Labor Compliance

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

Hours of Work – Pursuant to Labor Code, Section 1810, eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code. Such forfeiture amounts may be deducted from the contract sum.

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

Wage Rates – Pursuant to Sections 1770, 1771 and 1774 of the Labor Code of the State of California, or any applicable local law, contractors shall not pay less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. The City has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. The City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

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

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or

other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify the City who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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

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

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

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

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPTracker. Contractor shall cause all subcontracts to include the provision that all subcontractors submit certified payrolls and labor compliance

documentation electronically via LCPtracker. Electronic submission will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor user will be given a Log-On identification and password to access the City's reporting system. Access will be coordinated by a City representative.

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

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

#	Task	Months from NTP													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Existing Conditions	[Task Ongoing]													
	Walk Audits														
	Review Existing Plans and Policies														
	Field Survey and Data Collection														
	Summarize Existing Conditions														
2	Analysis	[Task Ongoing]													
	Access Pathways and Opportunities and Constraints Maps														
	Illustrator-level Concept Plans														
	Recommendations Memo														
	Concept Design														
	Cost Estimates														
3	Stakeholder and Community Outreach and Engagement	[Task Ongoing]													
	Engagement Plan Development														
	Prepare Outreach Materials														
	Online Survey														
	Public Outreach Events														
	Outreach Summary														
4	Advisory Meetings with Committees and Commissions	[Task Ongoing]													
	TAC Meetings														
	SAC Meetings														
	BPAC Meetings														
5	Draft and Final Study	[Task Ongoing]													
	Admin Draft														
	Draft and Final Draft														
6	Board Review/Approval	[Task Ongoing]													
	City Council Meetings														
	BPAC Meeting														

Key Deliverables List

- Deliverable A: Existing Conditions Report, Draft and Final
- Deliverable B: Access Pathways/Opportunities and Constraints Maps
- Deliverable C: Illustrative Concept Plans, Draft and Final
- Deliverable D: Recommendations Memo, Draft and Final
- Deliverable E: Concept Design, Draft and Final
- Deliverable F: Cost Estimates, Draft and Final
- Deliverable G: Outreach Plan, Draft and Final
- Deliverable H: Outreach Summary, Draft and Final (2 Rounds)
- Deliverable I: Final Report, Admin Draft
- Deliverable J: Final Report, Draft and Final Draft

- Task Ongoing
- Consultant Activity
- City Review
- Outreach Activity
- Meeting Activity

CITY OF SUNNYVALE
Professional Services for Improvements to Bicycle and Pedestrian Access at Sunnyvale Caltrain Station

Kimley-Horn and Associates, Inc.													Subconsultants						Total							
Name	Adam Dankberg	Edgar Torres	Brandi Childress	Ryan Dole	Michael Iswalt	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Project Support	Kimley-Horn Total Hours	Kimley-Horn Total Labor Costs	Kimley-Horn Other Direct Costs	Gehl Studio, Inc.						IDAX	LCC	CBO	GRAND TOTAL FEE	
	Category/Title	Project Manager	QC/QA Manager	Public Engagement Lead	Concept Development Lead											Circulation Analysis Lead	Sofie Kvist Director	Derek Magee	Ramzy Bejjani	Gehl Total Hours	Gehl Total Labor Costs					Gehl Other Direct Costs
191.24% Overhead%	190.79% Overhead% w/o FCCM	10% Fee%	Direct Rate	Billing Rate													\$300.96	\$225.72	\$188.10							
Task 1 Existing Conditions	24	2	14		10			59	4	110		6	229	\$ 47,427.01	\$ 300.00		20	42		62	\$ 15,499.44	\$ 300.00	\$ 2,000.00	\$ -	\$ -	\$ 65,526.45
1.1 Kick-off Meeting	6							9				6	21	\$ 4,788.06												
1.2 Walk Audits (up to 2)	8		14					14	4	8			48	\$ 12,082.82	\$ 100.00		14	28		42	\$ 10,533.60	\$ 300.00				\$ 23,016.42
1.3 Review Existing Plans and Policies								2		6			8	\$ 1,385.96			2	2		4	\$ 1,053.36					\$ 2,439.32
1.4 Data Collection	2				4			12		40			58	\$ 10,721.33	\$ 200.00						\$ -		\$ 2,000.00			\$ 12,921.33
1.5 Summarize Existing Conditions	8	2			6			22		56			94	\$ 18,448.84			4	12		16	\$ 3,912.48					\$ 22,361.32
Task 2 Analysis	29	12		30	24	24	20	127	10	330		6	612	\$ 122,606.97	\$ 4,424.07		20	36	62	118	\$ 25,807.32	\$ -	\$ -	\$ -	\$ -	\$ 152,838.35
2.1 Pathways, Opportunities, and Constraints Mapping	3				6		4	11		30			54	\$ 10,771.30			6	12	12	30	\$ 6,771.60					\$ 17,542.90
2.2 Improvement Concepts	9	2		4	6	4	8	44	10	80		3	170	\$ 33,954.20			14	24	50	88	\$ 19,035.72					\$ 52,989.92
2.3 Needs Memorandum	6	2			8			18		40			74	\$ 14,962.23							\$ -					\$ 14,962.23
2.4 Concept Design	8	6		18	4	20	8	41		142		3	250	\$ 50,130.69							\$ -					\$ 50,130.69
2.5 Cost Estimates	3	2		8				13		38			64	\$ 12,788.54							\$ -					\$ 12,788.54
Labor Escalation															\$ 4,424.07						\$ -					\$ 4,424.07
Task 3 Stakeholder & Community Outreach and Engagement	31		46	4	4			74	60	160	20	12	411	\$ 84,265.23	\$ 9,971.06						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,236.29
3.1 Outreach Plan	2		10							20			32	\$ 6,986.67							\$ -					\$ 6,986.67
3.2 Outreach Materials	5		12	4	4			45	20	60	20	8	178	\$ 34,836.36							\$ -					\$ 34,836.36
3.3 Conduct Outreach and Summary	24		24					29	40	80		4	201	\$ 42,442.20	\$ 7,000.00						\$ -					\$ 49,442.20
Labor Escalation															\$ 2,971.06						\$ -					\$ 2,971.06
Task 4 Advisory Meetings with Committees & Commissions	28		12					38				1	79	\$ 21,242.34	\$ 721.08						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,963.42
4.1 SAC Meetings (up to 3)	15		12					20				1	48	\$ 13,139.10	\$ 100.00						\$ -					\$ 13,239.10
4.2 TAC Meetings (up to 2)	7							12					19	\$ 4,865.20							\$ -					\$ 4,865.20
4.3 BPAC Meeting	6							6					12	\$ 3,238.04	\$ 50.00						\$ -					\$ 3,288.04
Labor Escalation															\$ 571.08						\$ -					\$ 571.08
Task 5 Draft and Final Study	13	4		6	6			45	10	80	32	10	206	\$ 39,104.42	\$ 1,489.15						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,593.56
5.1 Admin Draft Plan	8	4		6	6			32	10	60	24	6	156	\$ 29,771.34							\$ -					\$ 29,771.34
5.2 Final Draft Plan	5							13		20	8	4	50	\$ 9,333.07							\$ -					\$ 9,333.07
Labor Escalation															\$ 1,489.15						\$ -					\$ 1,489.15
Task 6 Board Review/Approval	21							25		6		1	53	\$ 13,303.68	\$ 483.13						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,786.81
6.1 Council Study Session (up to 1)	11							13				1	25	\$ 6,520.99	\$ 50.00						\$ -					\$ 6,570.99
6.2 BPAC/Council Approval (up to 2 total)	10							12		6			28	\$ 6,782.69	\$ 50.00						\$ -					\$ 6,832.69
Labor Escalation															\$ 383.13						\$ -					\$ 383.13
TOTAL HOURS	146	18	72	40	44	24	20	368	84	686	52	36	1,590				40	78	62	180						
Subtotal Labor:	\$47,037.82	\$4,679.48	\$22,841.56	\$12,259.25	\$12,399.93	\$6,652.90	\$4,832.97	\$80,038.75	\$15,772.76	\$108,726.78	\$7,322.24	\$5,385.20		\$ 327,949.64	\$ 17,388.49		\$12,038.40	\$17,606.16	\$11,662.20		\$ 41,306.76	\$ 300.00	\$ 2,000.00	\$ -	\$ -	\$ 388,944.89
Optional Services														\$ -												
Task O Additional Topo/Utilities Survey																								\$ 15,000.00		\$ 15,000.00
Additional Traffic Data Collection																					\$ 3,000.00					\$ 3,000.00
Community Based Organization																								\$ 8,000.00		\$ 8,000.00
Additional Outreach Support	4		10					15	15	30			74	\$ 15,294.98												\$ 15,294.98
Optional Tasks Subtotal Labor:	4		10					15	15	30				\$ 15,294.98	\$ -						\$ -	\$ -	\$ 3,000.00	\$ 15,000.00	\$ 8,000.00	\$ 41,294.98
Total Including Optional Services:														\$ 343,244.62	\$ 17,388.49		\$12,038.40	\$17,606.16	\$11,662.20		\$41,306.76	\$300.00	\$5,000.00	\$15,000.00	\$8,000.00	\$430,239.86

Exhibit C INSURANCE REQUIREMENTS

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, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as 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 / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.
- Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each

Deductibles, Self-Insured Retentions and Other Coverages:

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

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect 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. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above and if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work.*
4. For any claims related to this agreement, 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 and shall be at least as broad as ISO CG 20 01 04 13.
5. 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.
6. 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.
7. 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.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. 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 no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless

otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantge.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic 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 and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

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