

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND ALTA PLANNING + DESIGN, INC. FOR PROFESSIONAL SERVICES FOR THE
MASTER PLAN DESIGN FOR EAST CHANNEL TRAIL STUDY PROJECT**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and ALTA PLANNING + DESIGN, INC. ("CONSULTANT"), an Oregon corporation.

WHEREAS, CITY advertised a Request for Proposals (RFP) F24-054 on November 8, 2023 for Professional Services for the Master Plan Design for East Channel Trail Study Project; and

WHEREAS, CITY accepted CONSULTANT's proposal submitted on December 18th, 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 Master Plan Design for East Channel Trail Study Project; 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 Jeffrey Knowles 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. A not-to-exceed itemized time and material invoice associated with the various categories/tasks/deliverables of the services as outline lined in both Exhibit A and B 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 Two Million Two Hundred Fifteen Thousand Seven Hundred Thirty Six and No/100 Dollars (\$2,215,736.00) for the duration of the contract, as well as optional services in an amount not to exceed Two Hundred Six Thousand Five Hundred Thirty Three and No/100 Dollars (\$206,533.00) unless upon written modification of this Agreement in accordance with Section 30 below. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Millions Four Hundred Twenty Two Thousand Two Hundred Sixty Nine and No/100 Dollars (\$2,422,269.00). All invoices must also be submitted via email to Accounts Payable (accountspayable@sunnyvale.ca.gov), the City's Project Manager (Angela Obeso, aobeso@sunnyvale.ca.gov) and the Department of Public Works' Accounting Payable Liaison (Stacy De Benedetti, sdebenedetti@sunnyvale.ca.gov).

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, engineering 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 working under similar circumstances, in the State of California (Standard of Care).

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 the Standard of Care 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, or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

The City requires that CONSULTANT maintain insurance requirements on the Pacific Insurance Network System (PINS). 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" 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, the City's Project Manager and the Department of Public Works' Accounting Payable Liaison (Stacy De Benedetti, sdebenedetti@sunnyvale.ca.gov), 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: Dennis Ng, Transportation and Traffic Manager
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Contracts Department
Attn: contracts@altago.com
101 SW Main St, Ste 2000
Portland, OR 97204

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 _____

City Clerk

By _____

City Manager

ALTA PLANNING + DESIGN, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A Detailed Scope of Work

Task 1. Project Management

Alta will maintain frequent and timely communication with City staff throughout the project. Alta will be responsible for managing the project schedule and consultant contract budget. In addition, Alta will attend submittal review meetings, public outreach meetings as listed in Task 2, regular progress conference calls, and prepare action item logs for subsequent follow-up.

Alta will develop and maintain a project schedule broken down by critical tasks and milestones, including public outreach activities and community/interested party meetings. The Alta team will have provisions for quality assurance/quality control (QA/QC) over work products prepared for the City.

Use of contractors and all applicable subcontractors who are required to pay prevailing wages requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries, and temporary service companies who provide workers to prevailing wage contractors. For complete details, please refer to Appendix 1: Labor Compliance.

Alta will prepare monthly progress reports to be delivered with the monthly invoice. The progress reports will include a list of work items completed during the reporting/billing period, progress during the reporting/billing period on items not yet completed, and activities anticipated for the following reporting/billing period. An accounting of hours charged, and expenses incurred will also be included.

Deliverables:

- Bi-weekly Meeting Attendance
- Action Item Logs
- Monthly Progress Reports and Invoices
- Project Management Schedule Updates
- All files to be delivered in .pdf format unless specified otherwise

Task 2. Community and Interested Party Outreach

Alta and Winter Consulting will support the City and present portions of the presentations for community and interested party outreach and coordination. Support provided by the Alta team may include but is not limited to the preparation of exhibits, preparation of presentations, participation in the presentations, participation in the questions and answers portion of meetings/presentations, option comparison matrices, agendas, meeting minutes, and action item tracking. This task also includes documenting and tracking interested party concerns and requirements to reflect in future phases, including environmental studies and final design. Meeting materials and trail education materials will be provided in English and Spanish; all outreach will include methods for participating in English and Spanish. Accommodation for American Sign Language will be available upon request at Community Meetings (Task 2.6).

2.1. PUBLIC OUTREACH PLAN DEVELOPMENT

Alta and Winter Consulting will work with the project's interested parties and City staff to design an outreach program for community engagement that best fits the needs and opportunities in the community.

The Public Outreach Plan will be flexible and accommodate emerging community needs, including engagement goals, community demographics and assessment, interested party (stakeholder) list, comment and input received, engagement tactics, and proposed implementation plan aligned with the project schedule. The Alta team will revise the public outreach plan in response to one set of comments from the City. The Alta team will implement the final outreach plan with the City. This task assumes that the City will assist with material distribution, including distribution to City channels (i.e., print and electronic media and public message boards). The City will be responsible for updating and maintaining a project website with the assistance of the Alta team.

2.2. TRAIL AMBASSADOR RECRUITMENT AND ENGAGEMENT

Alta and Winter Consulting will send a letter to residents along the East Channel Trail corridor to announce the project, gather contact information for a project email distribution list, and recruit Trail Ambassadors. The goal would be to recruit at least 10 ambassadors. Trail Ambassadors will support relationship building with residents and planning engagement efforts by providing recommendations for engagement activities and locations, sharing early input on project alternatives, supporting the City and consultant team in anticipating questions from residents in advance of engagement events, distributing project information to nearby neighbors to recruit participants for engagement events, and potentially co-hosting small group meetings focused on specific project needs or challenges. In addition to the initial recruitment mailing, the Alta team will:

- Plan and host up to six (6) Trail Ambassador meetings (assumed to be one hour and virtual)
- Provide ongoing support for and coordination with Trail Ambassadors leading up to engagement events or other needs
- Manage a project email inbox for Trail Ambassadors to contact and coordinate with the project team

2.3. INTERESTED PARTY ADVISORY COMMITTEE (IPAC) MEETINGS (3 MEETINGS)

Alta will work closely with the City to develop a list of critical project-interested parties that will be invited to join the project Interested Party Advisory Committee (IPAC). Potential members of the IPAC include:

- VTA
- Caltrans
- City of Cupertino
- Santa Clara County Roads and Airports Department
- Sunnyvale School District/Fremont High School Unified School District
- Moffett Park Business Group
- Valley Water
- San Francisco Public Utilities Commission (Hetch-Hetchy Water Systems)
- Pacific Gas and Electric (PG&E)

In coordination with the City, Alta will organize and host up to three (3) meetings with the IPAC throughout the project to solicit feedback on important project deliverables. Alta will prepare agendas, sign-in/attendee lists, and meeting minutes and provide them to the City within two weeks of each meeting. It is anticipated that one meeting will take place as a field walk shortly after project kick-off, one meeting will take place to present draft concepts, and one meeting will present the final draft plan before the final City Council public hearing. These meetings will allow for community and interested parties' participation in the project.

2.4. TRAIL EDUCATION MATERIALS

Alta will conduct a literature review to create a trail benefits and safety/security presentation and one-page flyer. The goal is to anticipate concerns and provide data about the effects of building trails. The information may include interviews with South Bay trail developers, residents living adjacent to trails such as Stevens Creek Trail or the San Tomas Aquino Creek Trail, and public safety officers who can speak about crime and trails. Alta has worked with the Santa Clara County Sheriff's Office to make presentations to the public on similar trail planning projects. The education materials are intended for local residents and should be prepared as such. Alta will provide translation into Spanish for all materials.

2.5. MOBILE WORKSHOPS/POP-UPS (9 EVENTS)

In coordination with the City, the Alta team will host up to nine in-person "pop-up" or mobile outreach events. The outreach will take place in different locations in the project area to reach the greatest number of participants. One of the most effective strategies Alta has developed to connect the public with potential trail projects is to bring them onto the corridor. The Alta team suggests holding up to four (4) tours or "Walkshops" at various locations on the corridor. This strategy worked well during the Regnart Creek Trail Study in Cupertino, where residents could experience the vision and point out specific concerns that the design could mitigate. The Alta team will also host up to five (5) pop-up events by tabling at community events or at nearby locations. Potential pop-up locations are listed as follows, with final locations to be determined later.

- Ortega Park
- Sunnyvale Community Center
- Braly Park
- Fair Oaks Park
- John Christian Greenbelt
- Sunnyvale Public Library
- Farmer's Market

The Alta team will lead the following tasks in coordination with the City and consultant team:

- Planning and logistics: Develop an event plan that includes overall event goals and approach, audience, venue/route identification, agenda/itinerary, equipment and supply needs, staffing, and roles.
- Notifications: Develop a suite of notification materials, including email, social media, and print (postcard, mailer, or flyer), to promote events.
- Materials: Develop, graphically design, and coordinate printing for event support materials such as agenda, event guide or other handout, comment form, display boards, and/or presentation. The format will have a clear display of information and input methods/forms that allow participants to quickly learn about the project and provide meaningful input in a short timeframe. Comment cards will also be provided for written feedback and take-home use.
- Implementation: Compile equipment and materials, travel to, set up, facilitate, and/or lead event and breakdown.
- Summary and follow-up: Develop a summary that includes high-level event information, participant numbers, photos, and themes of input received; track action items.
- Translation and interpretation: Winter Consulting to provide translation to Spanish for all materials and provide interpretation into Spanish or direct outreach support for Spanish language needs.

Accommodation for American Sign Language will be provided upon request. Translation to additional languages is not included in the base scope and fee but can be provided by Winter Consulting via optional scope/budget or through scope and budget amendment.

The City is responsible for:

- Providing one set of consolidated feedback on draft materials and final review/approval on draft final materials.

2.6. COMMUNITY MEETINGS (12 MEETINGS)

The Alta team will work with the City to plan and host twelve (12) engaging, collaborative, and interactive community workshops to be held online and/or in person. Six (6) of the meetings will be presented to the residents, and they will strategically take place in the northern, middle, and southern parts of the project area to reach the greatest number of participants. The other six (6) meetings will be presented to businesses and schools along the project corridor. Alta will create flyers for the meetings, develop presentation materials, and prepare meeting minutes for each of the meetings.

In Phase 1 of the engagement plan, the first six (6) meetings (3 with residents and 3 with businesses/schools) will focus on introducing the study, gathering feedback on opportunities and constraints to be explored, and drafting evaluation criteria. These meetings will provide an opportunity to gather feedback on the project and engage the community at the earliest stages of study development. In Phase 2, after the mid-way point in the schedule, the last six (6) community meetings (3 with residents and 3 with businesses/schools) will focus on presenting the draft concepts, providing project updates, and soliciting additional feedback from residents.

The Alta team will lead the following tasks in coordination with the City and consultant team:

- Planning and logistics: Develop an event plan that includes overall event goals, format, approach, audience, venue identification, agenda/itinerary, equipment and supply needs, staffing, and roles.
- Identify Interested Parties: With the support of the City, Alta will identify key community interested party (stakeholder) groups within local neighborhoods to become trail ambassadors.
- Notifications: Develop a suite of notification materials, including email, social media, and print (postcard, mailer, or flyer), to promote events.
- Materials: Develop, graphically design, and coordinate printing for event support materials such as agendas, meeting guides, or other handouts, comment forms, display boards, and/or presentations. Attendees will be presented with visual displays that showcase the options, opportunities, and constraints and provide contextual information to help them provide informed comments to the project team.
- Implementation: Compile equipment and materials, travel to, set up, facilitate, and/or lead event and breakdown.
- Summary and follow-up: Develop a summary including high-level event information, participant numbers, photos, and themes of input received; track action items.
- Translation and interpretation: Winter Consulting to provide translation to Spanish for all materials and provide interpretation or direct outreach support for Spanish language needs. Accommodation for American Sign Language will be provided upon request. Translation for additional languages is not included in the base scope and fee but can be provided by Winter Consulting via optional scope/budget or through scope and budget amendment.

The City is responsible for:

- Providing one (1) set of consolidated feedback on draft materials and final review/approval on draft final materials.

2.7. PROJECT WEBPAGE AND ONLINE SURVEY

The City will develop a project webpage to host information for upcoming events, background information, and project details. Alta will assist in developing the content for the webpage.

The Alta team will develop up two (2) surveys (in English and Spanish) for a total of four surveys with guidance from City staff (using the City's Open City Hall account) that will be graphic and easy to understand to solicit feedback on desired access points and the types of active transportation improvements along the project corridor. The first survey will be used to share project information and gather ideas about destinations to prioritize access and barriers. The second survey will be used to share alternatives and gather feedback on benefits and trade-offs.

The Alta team will provide recommendations to the City on how to best integrate the surveys into the overall outreach and engagement process. The surveys will be available online through the City's Open City Hall account and will be distributed via the City's social media outlets, at outreach events, and with the help of IPAC members. The online component of the surveys will include a map with the project areas clearly delineated, allowing users to visually identify barriers to travel and desired improvement locations.

Following each survey period, the Alta team will develop a summary that highlights common themes from the surveys, concerns from the participants, and any desired outcomes beyond the scope of this project.

The City will be responsible for:

- Providing one (1) set of consolidated feedback on each draft survey (Word document) and final review/approval on each draft final survey (programmed in survey tool).
- Distributing survey promotions via social media channels and digital publications.

2.8. COMMUNITY FEEDBACK SUMMARIES

The Alta team will prepare an outline, draft, coordinate up to two review cycles, and finalize two community feedback summaries to consolidate events, participation, and themes of input received to date, including photos, visuals to support input, and representative quotes as available. Each summary will feature maps of identified issues, high-level summary analyses, and photos from events. Comment card comments will be compiled into a Microsoft Excel matrix for City use. Alta will provide a summary following the alternatives analysis phase and following the conceptual design phase. Alta will incorporate both summaries as content for the final report.

2.9. PRESENT DRAFT CONCEPTS (5 PUBLIC MEETINGS)

The Alta team will support City staff in assembling preferred concepts developed in Task 6 and presenting them to the Bicycle and Pedestrian Advisory Commission (BPAC) in the early stages of the study development. Alta will then support City staff in presenting to the BPAC a second time, to the Parks and Recreation Commission (PRC), Sustainability Commission, and to the City Council through a study session during the development of the draft concepts. These meetings are all anticipated to be in-person.

The anticipated number of public meetings will be as follows:

- BPAC Meeting #1
- BPAC Meeting #2
- Parks and Recreation Commission Meeting #1
- Sustainability Commission Meeting #1
- City Council Study Session

These meetings will provide an opportunity to gather early feedback on the project and engage the BPAC, PRC, and the City Council once draft concepts are developed. Alta will be present at the meetings alongside City staff to assist with questions and develop responses to any critical issues identified. Alta will prepare draft PowerPoint presentations and talking points for the City to present at each meeting. The City will be responsible for producing any required Staff Reports.

2.10. PRESENT FINAL DRAFT PLAN (5 PUBLIC HEARINGS)

Alta will support City staff in developing and delivering a final draft plan at up to five (5) public hearings, including to the City Council for adoption of the plan. Alta will be present at the meeting alongside City staff to assist with questions and developing responses to any critical issues identified. These meetings are all anticipated to be in-person. Alta will prepare draft PowerPoint presentations and talking points for the City to present at each meeting. The City will be responsible for producing any required Staff Reports.

The anticipated number of public hearings will be as follows:

- BPAC Meeting #3
- Parks and Recreation Commission Meeting #2
- Sustainability Commission Meeting #2
- Valley Water Board Meeting
- City Council

Following the public hearings, Alta will incorporate any final comments and submit the approved final plan to the City for public distribution on the City's project webpage.

Deliverables:

- Public Outreach Plan (Draft and Final)
- Project Notification Mailing
- Meeting notes and agendas for Trail Ambassador meetings (up to 6)
- Preparation for and attendance at Interested Party Advisory Committee (IPAC) Meetings (up to 3)
- Meeting agendas for IPAC meetings (Draft and Final)
- Meeting minutes from IPAC meetings (Draft and Final)
- Trail Education Materials
- Preparation for and attendance at Mobile Workshops/Pop-Ups (up to 9)
- Notes regarding feedback received at each Mobile Workshop/Pop-Up
- Preparation for and attendance at Community Meetings (up to 12)
- Notes regarding feedback received and questions asked at each Community Meeting
- Project Webpage and Online Survey support
- Summary of Online Survey Input
- Preparation of Community Feedback Summaries (after each project phase) (2)
- Preparation of Draft Concepts
- Preparation of PowerPoint presentations for Public Hearings. Provide in native PPT format.
- Preparation for and attendance at Public Hearings to Present Draft Concepts (up to 5)

- Preparation for and attendance at Public Hearings to Present the Final Draft Plan (up to 5)
- All files to be delivered in .pdf format unless specified otherwise

Task 3. Document Review and Existing Conditions Analysis

Existing conditions analysis should include the collection and review of as-builts, any previous studies, and development plans within and adjacent to the project area. Acquisition of any necessary permits to enter or encroachment permits to perform field reconnaissance is included in this task, and they are assumed to be no-cost permits. This task should also include a high-level and brief analysis memo of multimodal transportation conditions and existing network, context, and utilities within the study area, as well as a review of all relevant policies, standards, and requirements associated with the project. Alta will also perform a preliminary analysis to evaluate if the proposed project is regulated, and if so, develop a stormwater strategy to identify potential mitigation measures needed to comply with the latest C.3 stormwater treatment requirements.

Alta shall identify connectivity and continuity gaps from the channel and potential trail area to the existing bicycle and pedestrian networks along the entire project area. These gaps may include connections to the network itself (i.e., bike facilities and sidewalks) but also safe and convenient access to key adjacent destinations (for example, schools, parks, transit, job centers, community centers, and retail). In addition, the following analyses/evaluations will be conducted in this Task:

- Utilities Assessment
- Utility request letters, associated utility company coordination, and an existing utility map will also be prepared as a part of this task.
- Existing Structures Assessment

Channel and Bank Geomorphic Conditions Assessment

ESA will perform a planning level channel and bank geomorphic conditions assessment, including a field review of geomorphic conditions. They will map areas of potential bank instability, if applicable, and delineate approximate setbacks that would be required either to avoid, stabilize, or restore those areas. ESA will support the consultant team in identifying potential areas of the channel and riparian corridor that could be restored if required, such as mitigation for impacts to the channel from adjacent trail construction.

Biological Constraints Assessment

H. T. Harvey will prepare a biological constraints analysis report that discusses existing biological conditions on the project site and potential biological and regulatory constraints to the project. Such constraints will focus primarily on habitat for special-status species regulated by the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and National Marine Fisheries Service (NMFS); Essential Fish Habitat regulated by NMFS; and sensitive/regulated habitats that may be subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act, San Francisco Bay Regional Water Quality Control Board (RWQCB) under Section 401 of the Clean Water Act and the Porter-Cologne Water Quality Control Act, CDFW under Section 1600 of the California Fish and Game Code, and San Francisco Bay Conservation and Development Commission (BCDC) under the McAtteer-Petris Act. This report will discuss the locations and distributions of such resources, the implications of their presence (with respect to impact avoidance, minimization, compensatory mitigation, and permitting needs), and recommendations for facilitating the project by avoiding the need for permits or minimizing constraints and costs associated with such permits. The memo will identify mitigation strategies and permitting requirements as needed. The brief

reconnaissance survey and biological constraints report that H. T. Harvey proposes will not include detailed mapping of jurisdictional habitat boundaries along the entire project alignment, the performance of a formal wetland delineation, or field verification of regulated habitats with resource agencies. Instead, the scope will include mapping representative areas to indicate where the jurisdictions of various resource agencies generally occur along the Sunnyvale East Channel (e.g., relative to the top of the levee). Similarly, no tree survey or focused (e.g., presence/absence) surveys for any particular species are proposed.

Existing Conditions Memo

Alta will incorporate these findings into the evaluation of and recommendations memo.

This task also includes the procurement of any necessary encroachment permits and/or right of entry permits to enter for access to interested party properties for any pre-design activities. Coordination with interested party agencies such as Valley Water, Caltrans, Caltrain, PG&E, and the County of Santa Clara to obtain their reviews is also included in this task.

Deliverables:

- Existing Conditions Memo
- Utility Request Letters
- Existing Utility Map
- Channel and Bank Geomorphic Conditions Assessment Memo
- Biological Constraints Analysis Memo
- Encroachment permits and/or Permits to enter for pre-design work
- All files to be delivered in .pdf format unless specified otherwise

Task 4. Topographic Survey

The conceptual design shall include a planning-level topographic survey and base mapping. The Consultant shall provide topographic surveys with sufficient detail to accomplish the Project intent including survey of ground visible existing facilities, existing service roadway limits, grade breaks, boundary survey of all affected properties, centerline control and stationing, mapping, topography at trail crossing locations to determine crossing type, channel elevations at crossings to determine hydraulic capacity is maintained, up to twenty (20) typical cross-sections of East Channel, and topography of the existing Valley Water service road and access points.

The limits of the survey will not extend beyond the limits of private properties and will be centered on the proposed alignment and/or channel. It is assumed that no access will be needed to travel lanes or on and off ramps of any highways or freeways. If additional channel cross-sections are required, the additional work will be negotiated at a separate fee on a per-additional cross-section basis.

Hydrology and Hydraulics Analysis

ESA will assess the flood conveyance capacity of the Sunnyvale East Channel within the Project Area using the existing HEC RAS model to be provided by Valley Water. ESA will upload the current model and perform up to 40 hours of analysis by changing channel cross-sections and roughness values to represent conceptual channel cross-sections for restoration or bank stabilization efforts. ESA will provide cross-sections and report to the Project Team on changes in water level during the design flood flow (e.g., the 100-year flow). ESA will coordinate with Valley Water to facilitate the review of the proposed options.

Deliverables:

- Right of Way Base Mapping (including utility mapping)
- Topographic Survey
- Typical channel cross-sections (up to 20)
- Hydrology and Hydraulic Analysis
- All files to be delivered in .pdf format unless specified otherwise

Task 5. Traffic Counts

Alta will obtain average daily traffic counts and speed data at up to sixteen (16) locations, collected over seven days. The collected data will be used to determine the appropriate mid-block crossing treatment type (signing/stripping, rectangular rapid-flashing beacons, pedestrian hybrid beacons) for each crossing location. Data collected shall include bicycle and pedestrian counts. This scope of work does not include analyses at the mid-block crossing locations.(Vistro, Traffix, etc.)

Deliverables:

- Seven-day ADT Traffic Counts and Speed Surveys (up to 16 mid-block locations)
- Three half-day (12 hour) bicycle and pedestrian counts (up to 16 mid-block locations)
- All files are to be delivered in Excel and .pdf format unless specified otherwise

Task 6. Development of East Channel Trail Plan

Alta will prepare a standalone comprehensive Draft, Draft Final, and Final reports containing all the listed elements discussed thus far. Alta will lead the development of conceptual design options based on the document review, existing conditions analysis, alternatives analysis, and community and stakeholder input.

6.1. DRAFT EAST CHANNEL TRAIL PLAN

Alternatives Analysis

As a part of the alternatives analysis process, the Alta team will review the proposed alignment and evaluate it to identify the “best route” through the corridor. The Alta team will focus on which side of the channel the trail should be located and the types and locations of street, highway, and railroad crossing solutions. Alta will lead this process and be responsible for developing and analyzing the corridor and providing alternatives for over/under crossings or at-grade crossings at major crossings. Mark Thomas will lead the development of alternatives and analysis for over-crossings (structures). ESA will collaborate with HT Harvey and the consultant team to develop conceptual treatments for restoration, bank stabilization, and mitigation identified for the project area and advise on under-crossing feasibility. Criteria for analyzing alternatives will be developed in close collaboration with the City, Valley Water, and other stakeholders to ensure buy-in.

The Alta team will leverage the technical and engagement efforts outlined in previous tasks, identify the relevant benefits and trade-offs in each alternative, and then translate that data into a decision-making framework. The decision-making process needs to be presented in a way that quickly communicates both the process and its findings to key interested parties (stakeholders) and the public to gain endorsement.

We are proposing a work plan that confirms the project objectives with an initial meeting, provides alternative alignment options that meet project objectives, generates an appropriate alignment while streamlining environmental clearance, and falls within the budget and schedule constraints for the City of

Sunnyvale. Following a clear framework, the City will confidently create a constructible, environmentally and technically sound, and cost-effective pathway alignment.

Draft Plan Development

The Draft Plan will document the existing conditions, community input, and alternatives analysis process. The Draft Plan will be the basis at the draft concept level for the public hearings and the second round of public outreach activities and will include the preparation of materials needed for those activities. The materials prepared for the Draft Plan should include enough detail for the City commissions and Council to evaluate the options and provide feedback and recommendations for incorporation into the Draft Final Plan.

Alta will allow four (4) weeks for the City's review of the Draft Plan, independent of the review period(s) for interested parties.

Deliverables:

- Draft East Channel Trail Plan
- All files to be delivered in .pdf format unless specified otherwise

6.2. FINAL DRAFT EAST CHANNEL TRAIL PLAN

Based upon feedback and input from the first round of public meetings and in consultation with the City, Alta will update the Draft Plan. The updates will include refinements to the alternatives analysis, developing a preferred corridor concept, and implementing/permitting strategy.

Preferred Concept Designs

Once alternatives have been analyzed and feedback collected, the Alta team will develop a preferred conceptual design for the corridor.

The Alta Team will develop a 30% plan set in Civil 3D of the preferred trail alignment at 1:20 scale on 34"x22" or 36"x24" sheets. Up to fifty-three (53) alignment sheets will require full horizontal and vertical design (plan over profile). Layout sheets will be prepared on top of aerial imagery.

Topography, utility information, right-of-way, locations of key amenities, crossing treatments, and traffic signals will be included in the civil plan and traffic sheets. A cover sheet, table of contents, project keymap, a typical trail cross-section sheet, and a typical trail details sheet will be included in the plan set. A proposed summary sheet list is below:

Title Sheet	Scale	Sheets
Cover Sheet	N/A	1
Key Map	1" = 200' Max	Up to 4
Typical Sections	N/A	1
Layout Sheets	1" = 20'	Up to 53
Structure Plans	TBD	TBD
Typical Details	N/A	Up to 5

Because the City and Stakeholders will have previously reviewed and commented on the preferred alignment it is assumed that there will be one round of review with the City/stakeholders and all comments will be consolidated into one document. The Alta Team will edit plans based on comments received, provide responses to comments, and finalize the 30% plans.

An opinion of probable cost (cost estimate) will be completed for each section of the trail for the 30% design. The cost estimates will be completed in a Caltrans format. Unit costs will be developed using the

information attained from bid results of recent projects in the area, and the Caltrans Cost Data database and will be supplemented with RS Means cost data.

ESA will develop typical design details in CAD format for up to three (3) bank stabilization treatments or restoration concepts.

Implementation/Permitting

The Final Draft Plan will also include a high-level discussion of the proposed segmentation of the trail for implementation with draft prioritization metrics, cost estimates, funding mechanisms, construction impacts, and a high-level schedule for design, permitting, and construction activities.

ESA will develop and summarize the anticipated environmental review and approval pathway(s) for California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) that may be required for the project and provide order-of-magnitude estimates of associated costs and schedule durations.

The Draft Final Plan will be provided to City commissions and IPAC for public review, feedback, and recommendations. The Draft Final Plan will also be presented to the City Council in a public hearing to obtain their approval and receive final direction and feedback to be incorporated into the Final Adopted Plan.

Alta will allow three (3) weeks for the City's review of the Draft Final Plan, independent of the review period(s) for interested parties.

Deliverables:

- Final Draft East Channel Trail Plan
- All files to be delivered in .pdf format unless specified otherwise

6.3. FINAL ADOPTED EAST CHANNEL TRAIL PLAN

Alta will incorporate minor comments from the City and interested parties, including City commissions and Council, into the Final Adopted East Channel Trail Plan for documentation and public distribution. This will be the guiding document for implementing the entire East Channel Trail.

Deliverables:

- Final Adopted East Channel Trail Plan
- All files to be delivered in .pdf format unless specified otherwise

Task 7. Final Report for VTA

Alta will prepare a final report after the Final Adopted East Channel Trail Plan that meets VTA's 2016 Measure B requirements. The report will be submitted in draft and final format. When submitting the final version, Alta will address and prepare a response to the comments matrix to the City and VTA comments on the draft version. The report must include information regarding the final project costs along with any other information VTA may require within this project's scope. Requests for additional data or analysis beyond the scope will be negotiated for an additional fee.

This report is assumed to be similar in content to the VTA Complete Streets Capital Project Checklist. Alta supported VTA with the most recent update to the Capital Project Complete Street Checklist and is very familiar with the information that may be requested. Alta has budgeted appropriate time to complete this checklist.

Deliverables:

- Draft and Final VTA Report

- Response to City and VTA comments matrix (on Draft Report)
- All files to be delivered in .pdf format unless specified otherwise

Optional Services

The Alta team will start the optional services upon receiving written authorization from the City's Project Manager.

A. Language Translation and Interpretation

During community and interested party outreach, if the City determines that translation to another language is necessary beyond English and Spanish, the Alta team will provide translation into that language for all print materials.

B. Hard Copy Documents

If hard copy documents are required, this task includes limited hours of staff time for coordination, processing, pick-up/delivery, and direct costs. Alta will include a \$5,000 allowance for this optional task.

C. Additional Community or Interested Party Outreach

Consistent with and in addition to Task B of the project scope of work above, the Consultant will support the City for additional community meetings or interested party outreach activities. The assumptions provided for in Task B apply to these optional services, which is an extension of that task in case additional interested party meetings are required. Alta will include an additional meeting cost for this optional task.

D. Interested Agency Process Coordination

The Alta team will assist the City with coordination with and approvals from interested party agencies, including but not limited to Caltrans, Caltrain, Valley Water, and the County of Santa Clara, should they be required as part of this study. This optional task would include tasks needed should any interested party agencies require the project to go through an agency-specific project development or approval process, above and beyond typical reviews or encroachment permits for planning purposes. This could include meetings with Caltrans staff, preparation of exhibits, preparation of technical reports, or processing of encroachment permits. As the preferred option has not yet been selected, the scope of this task is undefined. Alta will include a \$5,027 allowance for this optional task.

E. Regulatory Permitting Due Diligence

The Alta team will identify if this scope of work requires regulatory permitting from agencies such as, but not limited to, USACE, RWQCB, CDFW, and USFWS, should they be required as part of this study. This optional task would include tasks needed should any regulatory agencies require the project to go through an agency-specific project development or approval process, above and beyond typical reviews or permits for planning purposes. This could include meetings with agency staff, preparation of exhibits, preparation of technical reports, or processing of permits. As the preferred option has not yet been selected, the scope of this task is undefined. The Alta team proposes a \$5,000 allowance for this optional task. Additional funds would be required to prepare typical permitting-related technical reports (such as wetland delineation reports) or permit processing. The scope for this task is limited to facilitating and attending one meeting with each applicable resource agency, preferably a single interagency meeting attended by representatives from each agency.

F. Additional Topographic Surveys

The Alta Team will conduct up to five additional days of field surveying to expand the topographic survey data if additional crossing locations are needed for assessment. The cost of this additional survey is \$8,000

per additional day. This optional task will follow the scope and assumptions in Task 4: Topographic Survey. No cross-sections will be produced with this task.

G. Additional Topographic Cross Sections

The Alta Team will produce up to three additional cross-sections as needed, with the cost defined as \$10,000 per additional cross-section.

H. Additional Traffic Counts

Obtain additional traffic counts as needed. The cost includes one per location seven-day ADT traffic count. These counts include a speed survey.

I. Project Videos/Animations

Alta creates graphically compelling presentations, exhibits, maps, photo simulations, cross-sections, 3D models, videos, and infographics to explain proposed designs. These graphics and videos help agencies, elected officials, stakeholders, and the general public envision their community with new infrastructure improvements. Alta can create a narrated Google Earth fly-through video of the entire corridor (approximately 4-5 minutes). Custom animations to illustrate zoom-ins at each alternative would require an additional fee, to be negotiated based on request.

J. Benefit-Cost Analysis

Alta will perform a detailed Benefit-Cost Analysis (BCA) to quantify the positive impacts of the East Channel Trail, using the data inputs collected and produced in earlier project stages. The BCA will demonstrate the project's utility across grant selection criteria, providing support to the narrative description of the project. Alta will follow USDOT guidelines to measure, in dollar terms, the project's net present value to society as calculated from the stream of costs and benefits that will result from building the project. It will include estimates of benefits relative to project costs for each of the primary selection criteria:

- Safety
- State of Good Repair
- Economic Competitiveness
- Environmental Sustainability
- Quality of Life

This analysis will also result in estimates of reduced carbon and particulate emissions resulting from the project, and the estimated number of jobs created as a result of the project. This corridor-long BCA will help the City communicate quantifiable benefits to the public, decision-makers, and grant funders. Segmenting the project corridor into smaller lengths would require an additional fee, to be negotiated based on request.

K. Turning Movement Count Analysis

Alta will collect AM and PM peak hour turning movement counts one midweek day at the intersection of El Camino Real at South Fair Oaks to provide an analysis of the signalized intersection. This may be an alternative to crossing mid-block. Alta will conduct the analysis using Vistro and provide information on delay, Level of Service, the volume-to-capacity ratio, and 95th-percentile queues. Existing AM and PM peaks and proposed AM and PM peaks will be explored, as well as the future conditions for both scenarios. Alta will work with the City to obtain the growth rate to grow the future volumes at the intersection.

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.

Exhibit A-1

Project Schedule

East Channel Trail Master Plan

	2024							2025												2026							
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Task 1 - Project Management																											
1.1 - Kick-off Meeting																											
1.2 - Bi-Weekly Project Management Team Meetings																											
1.3 - Monthly Progress Reports & Invoices																											
TASK 2 - Community and Interested Party Outreach																											
2.1 - Public Outreach Plan Development																											
2.2 Trail Ambassador Recruitment and Engagement																											
2.3 - Interested party Advisory Committee (IPAC) Meetings (3 Meetings)																											
2.4 - Trail Education Materials																											
2.5 - Mobile Workshops/Pop-Ups (9 Events)																											
2.6 - Community Meetings (12 Meetings)																											
2.7 - Project Webpage and Online Survey																											
2.8 - Community Feedback Summaries (2)																											
2.9 - Present Draft Concepts (5 Public Meetings)																											
2.10 - Present Final Draft Plan (5 Public Meetings)																											
3 - Document Review & Existing Conditions Analysis																											
3.1 - Existing Conditions Memo																											
4 - Topographic Survey																											
4.1 - Topographic Survey and Base Mapping																											
4.2 - Hydrology and Hydraulics Analysis																											
5 - Traffic Counts																											
5.1 - Traffic Counts and Analysis																											
6 - Development of East Channel Trail Plan																											
6.1 Draft East Channel Trail Plan																											
6.1.1 - Alternatives Analysis																											
6.1.2 - Draft Plan Development																											
6.2 - Final Draft East Channel Trail Plan																											
6.2.1 - Preferred Concept Designs (30%)																											
6.2.2 - Implementation/Permitting Strategy																											
6.2.3 - Final Draft Plan																											
6.3 - Final Adopted East Channel Trail Plan																											
7 - Final Report for VTA																											
7.1 - Final Report																											

Task Progress

Draft Deliverable Submitted

Client Review Period

Final Deliverable Submitted

X

Public Event/Meeting

IPAC/Public Review Period

City of Sunnyvale

Consultant Name: Alta Planning + Design, Inc.

East Channel Trail Study

RFP24-054

Tasks		Labor																		Subconsultants				ODCs	Total	
Task #	Task Description	Principal-in-Charge / Engineer	Project Manager / Principal Planner	Assistant PM / Design Associate I	Design Lead / Sr Associate Landscape Architect	Alternatives Analysis Lead / Sr Associate Landscape Architect	Traffic & Civil Engineering Lead / Sr Engineering Associate	Associate Engineer II	Engineering Designer III	Engineering Designer II	Engineering Designer II	Associate Landscape Architect I	Landscape Designer II	Planning Associate I	Planner I	Planner III	Civic Analytics Leader	Project Coordinator	Total Hours	Total Labor Costs	Mark Thomas	Winter	ESA	HT Harvey	Other Direct Costs	Total Fee
		Adrian Esteban	Jeffrey Knowles	Daniel Scheir	Brian Burchfield	Ryan Booth	Scott Shepard	Matt Fralick	Daniela Vazquez	Emma K Katz	Maggie White	Nicola Copley	Katrina Ortiz	Charlie Simpson	Jesus Contreras	George Foster	David Wasserman	Kirsten Clausen			Consit. Name	Consit. Name	Consit. Name	Consit. Name		
		\$299	\$314	\$147	\$270	\$232	\$314	\$232	\$209	\$193	\$193	\$193	\$154	\$165	\$143	\$165	\$270	\$127			Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS		
1	Project Management	48	130	130	24		24											88	444	\$99,503	\$26,000	\$13,000	\$10,000	\$5,000	\$0	\$153,503
2	Community and Interested Party Outreach	24	255	125	40	60	24			40	24	100	100	280	140	220		40	1472	\$292,820	\$14,000	\$376,000	\$0	\$0	\$50,000	\$732,820
3	Document Review and Existing Conditions Analysis	4	20	36												68	24		152	\$30,501	\$50,000	\$0	\$21,000	\$14,000	\$0	\$115,501
4	Topographic Survey	8	10			24	8		180			48							278	\$60,573	\$140,000	\$0	\$20,000	\$0	\$0	\$220,573
5	Traffic Counts	4	4				8	24											40	\$10,524	\$0	\$0	\$0	\$0	\$24,000	\$34,524
6	Development of East Channel Trail Plan	36	142	200	204	204	180	12	300	280	100	240	180	100	40	40	100		2358	\$512,605	\$295,000	\$0	\$69,000	\$14,000	\$0	\$890,605
7	Final Report for VTA	16	24		8	8	8							120	80			24	288	\$53,210	\$5,000	\$3,000	\$5,000	\$2,000	\$0	\$68,210
	Proposal Subtotal	140	585	491	276	296	252	36	480	320	124	388	280	500	260	328	124	152	5032	\$1,059,736	\$530,000	\$392,000	\$125,000	\$35,000	\$74,000	\$2,215,736
	Optional Services																									
A	Language Translation and Interpretation																		0	\$0		\$17,000				\$17,000
B	Hard Copy Documents																		0	\$0				\$5,000		\$5,000
C	Additional Community and Interested Party Outreach		10											8	16				34	\$6,935		\$15,000				\$21,935
D	Interested Agency Process Coordination		8				8												16	\$5,027						\$5,027
E	Regulatory Permitting Due Diligence																		0	\$0			\$2,000	\$3,000		\$5,000
F	Additional Topographic Surveys																		0	\$0	\$40,000					\$40,000
G	Additional Topographic Cross Sections																		0	\$0	\$30,000					\$30,000
H	Additional Traffic Counts							4											4	\$926					\$1,100	\$2,026
I	Project Videos/Animations	4	10	158													16		188	\$31,887						\$31,887
J	Benefit-Cost Analysis	4	8		8												110		130	\$35,584						\$35,584
K	Turning Movement Count Analysis	4	2				8	36											50	\$12,674					\$400	\$13,074
	Total Optional Services	12	38	158	8	0	16	40	0	0	0	0	0	0	8	16	126	0	422	\$93,033	\$70,000	\$32,000	\$2,000	\$3,000	\$6,500	\$206,533
	Total Including Optional Services	152	623	649	284	296	268	76	480	320	124	388	280	500	268	344	250	152	5,454	\$1,152,769	\$600,000	\$424,000	\$127,000	\$38,000	\$80,500	\$2,422,269
	Notes:																									
1	Other Direct Costs include mileage, printing, notifications (shipping), social media advertisements, meeting materials, 7-day ADT counts at 16 locations with speed surveys, and 3 half-day (12 hour) counts at 16 locations for bicyclists and pedestrians.																									
2																										
3																										
4																										

Exhibit C

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor 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.
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.

☒ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.

☐ **Crime** coverage with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale, Risk Manager. The Contractor 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 contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box 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 Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. 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 contract, the Contractor'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 Contractor'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 contract 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 contract effective date, the Contractor 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 Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it 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 Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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 Contractor’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 Contractor’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, who are admitted to transact in the business of insurance in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law and in good standing in California unless otherwise acceptable to the City of Sunnyvale’s Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.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 Contractor 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. Contractor 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 Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor 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

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