

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF  
SUNNYVALE AND BKF ENGINEERS FOR THE  
CALTRAIN GRADE SEPARATION FEASIBILITY STUDY PROJECT**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BKF ENGINEERS a California corporation. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for development of a safe and efficient design, technical studies, conducting public outreach, producing text and illustrations, preparing cost estimates, and coordinating with Caltrain and high speed rail for the Caltrain Grade Separation Feasibility 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 "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 Natalina Bernardi 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. Time for Performance

The term of this Agreement shall be from the date of execution through project construction, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

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, and shall include base services as identified in in Exhibit "A" an amount not-to-exceed Five Hundred Fifty Six Thousand Three Hundred Fifty Seven and No/Dollars (\$556,357.00), for the duration of the contract, and optional services in an amount not to exceed One Hundred Seven Thousand Ninety Two and No/Dollars (\$107,092.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Six Hundred Sixty Three Thousand Four Hundred Forty Nine and No/Dollars (\$663,449.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and

not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

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

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT

shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall become property of CITY following payment in-full for the Services performed by the CONSULTANT, 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 or modification made 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. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Manuel Pineda, Director of Public Works  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: BKF ENGINEERS  
Attn: Natalina Bernardi  
1730 N. First Street, Suite 600  
San Jose, CA 95112

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. 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 days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

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.

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.

If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

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

29. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

BKF ENGINEERS  
CIVIL ENGINEERS ("CONSULTANT")

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

By \_\_\_\_\_

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

By \_\_\_\_\_

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

**EXHIBIT A**  
**SCOPE OF WORK FOR**  
**Caltrain Grade Separations Feasibility Study**  
**2016-17**

**I. General**

BKF Engineers (the Consultant) will be responsible for the preparation the Grade Separation Feasibility Study (Project). The scope will require options analysis, development of alternatives, evaluation of alternatives, right-of-way requirements, public outreach, roadway operations, cost estimates, and coordination with Caltrain and High Speed Rail Authority (HSR).

**II. Project Description**

The City of Sunnyvale (City) desires to prepare a Caltrain Grade Separation Study (Study) at Mary Avenue (Location 1) and Sunnyvale Avenue (Location 2). BKF will perform all tasks to the Study. BKF's work shall include preparing necessary technical studies, conducting public outreach, producing reports and illustrations, preparing cost estimates, and coordinating with Caltrain and HSR. Staff of the City's Public Works Department will be involved in this effort.

**III. Consultant Scope of Service**

**Task 1: Project Management**

BKF will provide the means to complete the Project, monitor the Project budget and schedule and conduct Project team meetings. BKF's project manager Natalina Bernardi will provide general Project administration. BKF will keep the City informed by close communications, monthly progress reports and updated Project schedules. BKF will organize and coordinate trend meetings, design review meetings, comment resolution meetings and other necessary coordination meetings with the City, Caltrain and HSR. For these meetings, BKF will prepare agendas, meeting minutes, data request logs, action logs and joint resolution reports. Agendas will cover cost, schedule and scope issues and be transmitted one week prior to meetings, and minutes and logs distributed to attendees within two weeks following the meeting.

On a monthly basis, BKF's project manager Natalina Bernardi will review, prepare and submit status on budgets, progress schedule and performance, and document any changes in design scope, cost or schedule. This information will be summarized in a monthly progress report.

Deliverables: Meeting notes, progress reports

**Task 2: Project Description, Objectives and Purpose**

In conjunction with the work performed under Task 1, the Project objectives from the City's perspective will be confirmed. The Project description, objectives and purpose will be updated as the Project progresses for inclusion into the Draft and Final Study.

Deliverable: Memo on project purpose

### **Task 3: Develop Grade Separation Alternatives**

#### **Preliminary Investigations**

In order to properly develop grade separation alternatives and provide a complete and thorough analysis of alternatives, preliminary investigation tasks will be conducted. The tasks to be performed during preliminary investigations would include the work needed to develop an understanding of the existing conditions and issues and include the following:

#### **Data Collection and Review**

BKF will research, obtain and review available documentation which includes information from the City, Caltrain, HSR, utility owners and County of Santa Clara. Existing information includes railroad and roadway right of way, as-built mapping, utility maps and existing traffic information within the area. As the collected data is reviewed, information will be incorporated, as needed, to support other Project tasks. As-builts, base mapping, right of way and utility information, and existing traffic information will be used to provide further detail and supplement base sheets and serve to document the need, purpose, constraints, and opportunities associated with the Project. In addition to obtaining existing information, information will be gathered via site visits by the Consultant Team. In this manner notable features can be highlighted and information obtained via data collection can be verified in the field for accuracy.

#### **Right of Way Mapping**

The Consultant will obtain existing right of way information including right of way valuation maps from Caltrain. The right of way and parcel lines will be delineated onto the Project base maps.

#### **Base Map Preparation**

The Consultant proposes to prepare base sheets within the Project limits via available information. If no available and appropriate information is available for the Project base maps, the Consultant will use aerial images of the Project area supplemented by information obtained during this preliminary investigation phase.

If encroachment permits are required by the City to allow for site investigations and studies to be performed, it is assumed that the cost of the permits will be waived. The cost of any Caltrain encroachment fees imposed by Caltrain are included in the budget.

#### **Alternative Development**

The Consultant shall develop and conduct an initial assessment of six (6) grade separation alternatives for each Project location:

- Railroad or Roadway Overpass Alternative
- Railroad or Roadway Underpass Alternative
- Split Alternatives: Roadway Partially Elevated/Railroad Partially Depressed or Railroad Partially Elevated/Roadway Partially Depressed

Upon developing the schematic geometric alternatives, an initial cursory assessment of impacts and feasibility will be conducted for each alternative. Given the site constraints at each Project location, the Consultant will identify if any of the geometric alternatives are infeasible and should not be considered to move forward to Task 5 Alternative Evaluation.

The Consultant will meet with the City and present this preliminary information. The City will review and discuss the preliminary information with the Consultant and provide confirmation on which alternatives are feasible and require further alternative development and assessment. The Consultant for the Study will briefly describe the alternatives found infeasible in Task 3 and qualitatively identify the constraints which eliminated the alternative from consideration.

It is assumed that for Location 1 there will be no more than (2) alternatives and for Location 2 there will be no more than (3) alternatives that will be found feasible to proceed with further alternative development and assessment.

Deliverables: Draft schematic geometric alternatives

Design drawings as described under Task 5

(CAD) files for the alternatives

#### **Task 4: Develop Cost Estimates**

The Consultant will prepare a cost estimate to include construction, right of way, utility, construction management, and support costs for each project alternative presented in the Study based on items and quantities of work required for the feasible alternatives. Unit prices will be based on the magnitude of quantities, Consultant's experience with similar awarded local projects, similar grade separation projects and engineering judgment. The cost estimate will initially be developed as part of the Alternative Evaluation task and incorporated into the Draft Study. The cost estimates will be reviewed, updated and finalized for the Final Study.

Deliverables: Cost estimates for alternatives

Spreadsheet for cost estimates with live links

#### **Task 5: Alternative Evaluations**

In collaboration with the development of the geometric alternatives, an evaluation of the feasible alternatives will be conducted. The geometric development of the alternatives will consider several components that are sensitive to cost and constructability such as right of way constraints and needs, magnitude of utility relocations, length of conforms, impacts to adjacent facilities, stage construction and effects on adjacent roads, paths, and places. Other key issues which are assessed for the alternatives include the following:

- Track and Roadway Geometry/Profile
- Shooflies and Construction Staging/Traffic Handling
- Visual Impacts
- Right-of-Way
- Pedestrian/ADA /Bicycle Attractiveness and Facilities
- Utility Considerations
- Compatibility with High Speed Rail

The above will be analyzed with evaluated more specifically as described below:

### Traffic and Circulation

The Consultant will evaluate the circulation of traffic, bicycle, pedestrian, and transit flow for each of the feasible grade separation alternatives. Traffic micro-simulation models will be built to allow for quantification of the benefits of the grade separation alternatives relative to the existing at-grade configuration and its resulting delays to users from train crossing events. Measures of effectiveness may include traffic delay and queues. The micro-simulation model will include the simulation of bicycle and pedestrian volumes. Multimodal elements included in the alternatives will be evaluated for their connectivity to existing planned multimodal facilities, user convenience, conflict points with other modes, and relative safety benefits. The scope of the traffic analysis will be specific per Location:

#### Location 1 - Mary Avenue

The Consultant will perform a traffic analysis of one preferred grade separation alternative at Location 1 using the Synchro software package. The study area will consist of the following intersections:

- Mary Avenue & Central Expressway
- Mary Avenue & California Avenue
- Mary Avenue & Evelyn Avenue
- Mary Avenue & Washington Avenue
- Mathilda Avenue & California Avenue
- Mathilda Avenue SB Off-Ramp & Evelyn Avenue
- Mathilda Avenue NB Off-Ramp & Evelyn Avenue
- Mathilda Avenue & Washington Avenue

Traffic count data will be obtained from the Mary Avenue Overcrossing EIR for overlapping study intersections. It is assumed that count data will need to be collected at up to two locations (one weekday, 7-9 AM, 4-6 PM). The following scenarios will be analyzed:

- Existing Conditions (AM & PM peak hours)
- Year 2025 Conditions (AM & PM peak hours)
- Year 2025 Conditions with Grade Separation (AM & PM peak hours)

Year 2025 Conditions will reflect conditions with Caltrain Electrification and increased service levels.

One preferred grade separation alternative will be analyzed. To model Year 2025 Conditions, Consultant will obtain forecast volume plots from VTA (assumes information can be obtained from VTA at no cost). Consultant will prepare a qualitative review of traffic conditions during construction of the grade separation.

### Location 2 - Sunnyvale Avenue

The Consultant will perform analysis of one preferred grade separation alternative at Location 2 using the Synchro and VISSIM software packages. The study area will consist of the following intersections:

- Sunnyvale Avenue & California Avenue (VISSIM + Synchro)
- Sunnyvale Avenue & Hendy Avenue (VISSIM + Synchro)
- Sunnyvale Avenue & Evelyn Avenue (VISSIM + Synchro)
- Sunnyvale Avenue & Washington Avenue (VISSIM + Synchro)
- Evelyn Avenue & Murphy Avenue (VISSIM + Synchro)
- Evelyn Avenue & Frances Street (VISSIM + Synchro)
- Mathilda Avenue SB Off-Ramp & Evelyn Avenue (Synchro only)
- Mathilda Avenue NB Off-Ramp & Evelyn Avenue (Synchro only)
- Mathilda Avenue & Washington Avenue (Synchro only)
- Washington Avenue & Frances Street (Synchro only)

It is anticipated that count data will need to be collected at all locations not also included in the Mary Avenue study area. All count data will be collected for auto, bicycle and pedestrian movements during the weekday AM and PM peak periods (on weekday, 7-9 AM, 4-6 PM). The following scenarios will be analyzed:

- Existing Conditions (AM & PM peak hours)
- Year 2025 Conditions (AM & PM peak hours)
- Year 2025 Conditions with Grade Separation (AM & PM peak hours)

Year 2025 Conditions will reflect conditions with Caltrain Electrification and increased service levels. To model Year 2025 Conditions, Consultant will obtain forecast volume plots from VTA (assumes information can be obtained from VTA at no cost). To model with project conditions, Consultant will redistribute traffic based on the grade separation configuration and existing travel patterns. Consultant will utilize the VISSIM and Synchro models to analyze traffic delay and queuing at each study intersection.

The Consultant will prepare a qualitative review of traffic conditions during construction of the grade separation.

### Accessibility

The maintenance of accessibility will be evaluated and impacts identified. Concepts will be developed that provide access to the station platforms and adjacent bus stops. Paths of travel for bicycle, pedestrian, and transit vehicles will clearly be identified on graphics depicting the feasible grade separation alternatives.

Existing access points to driveways and local roads and intersections may be affected by the grade separation alternatives. Consultant will consider the effects and consider circulation options.

### Construction Feasibility

The Consultant will assess feasible construction methods and potential structural alternatives for the geometric alternatives, taking into account track operation requirements. The following will be considered:

- Constructability including the use of top down Construction techniques to speed construction and aid in project staging.
- Rapid Construction Techniques including the use of prefabricated and precast elements to reduce construction durations and impacts to the traveling public.
- Railroad Coordination will be essential for maintaining existing rail service and developing project staging.
- Station Operations and Impacts will be considered including permanent and temporary access, existing and future operations and public safety considerations.
- Considerations, timing and effects of the Caltrain Electrification and HSR projects.
- Stage construction consideration and impacts to adjacent residents and businesses.

### Utility Assessment

The Consultant will use the utility mapping prepared based on the preliminary investigations to assess effects on the existing utilities by the feasible grade separation alternatives. Impacts will be assessed and conceptually relocation paths will be identified. In addition to the utility assessment, the Consultant will consider the water quality requirements for the Project and identify locations for its treatment.

### Environmental

The Consultant will review the feasible grade separation alternatives in light of all current regulations and propose efficient and effective strategies to comply with all pertinent CEQA regulations and permitting requirements. Environmental compliance considerations such as temporary construction noise and dust; and managing the proper handling and disposal of soil and/or groundwater contaminants from known releases will be considered. The Consultant will provide a recommendation for the appropriate level of CEQA environmental documentation.

### Right of Way

The Consultant will establish the existing right of way and parcel lines based on existing available information. Based on the concept plans developed for the feasible grade separation alternatives, right of way needs will be identified. Right of way needs shall include fee acquisition, temporary construction easements and acquisitions required for utility relocations.

### Grade Separation Study

The various analyses performed by Consultant will be summarized and compared side-by-side in a Project Alternatives Matrix. With the geometric alternatives tested and evaluated through the side-by-side project alternative matrix, which can be developed to consider, measure and compare just about anything of interest (i.e. costs, stage construction, circulation, structures, traffic operations, right of way, and environmental impacts), a preferred alternative can be selected which can be detailed and presented to the City and stakeholders for consideration and concurrence. The results of the evaluations will be considered in recommending a preferred alternative for each Project Location. The evaluations will be summarized and documented in the Study. The Study will be supplemented with design drawings at a 15% design level and include the following sections:

- Executive Summary where the work conducted is discussed, the preferred alternative described, stakeholders described and costs outlined
- Purpose and Need where project background is given, current and future needs are identified and purpose of project is outlined
- Project Description including a summary of the alternatives and the evaluation in developing the preferred alternative. The description includes details of the preferred alternatives including station, platform and parking access, multi-modal accessibility, traffic analysis, bridge type selection, geotechnical information and hydraulic analysis, including storm water treatment via storm water data report.
- Coordination with Stakeholders where information concerning the work that had taken place with all affected agencies and the community are described
- Utilities where existing and affected utilities are discussed
- Preliminary Right of Way where right of way requirements for construction and final grade separation disposition are noted and listed
- Construction where the staging including shoofly, single tracking and detours are discussed as well as traffic issues and impacts due to the construction of the grade separation. Potential mitigation to minimize construction impacts may also be discussed in this section.
- Matrix of Alternatives and Assessment comparing the alternatives with the various Project aspects and considerations used to evaluate the alternatives
- Probable Project Cost Estimates which is comprehensive delineation of the costs associated with the project construction costs to include right of way, design, construction management and staff management
- Potential Funding Sources
- Agreements which will define necessary maintenance and construction agreements which will need to be agreed to prior to design completion.
- Acknowledgements

The design drawings to be included in the appendix shall detail the preferred alternative and include the following:

- Plan and Profile of Shoofly and Proposed Rail Alignment
- Roadway Plan and Profile Sheets
- Typical Cross Sections and Pedestrian-Level Street Perspectives

- Structure General Plans
- Stage Construction and Preliminary Traffic Handling/Detours
- Right of Way Requirement Map

The analyses and drawings developed in the preliminary engineering and alternative evaluation task will also be included in the appendices and used to substantiate the Study material.

The Consultant to submit four (4) Copies of an Administrative Draft Study and Final Study for the City's and other interested parties review and comment. Upon receiving the comments, the comments will be resolved and incorporated. A Final Study will be signed and submitted to the City so that funding may be sought for the next phase of design development.

Deliverables: Administrative Draft Grade separation Study

Draft Grade Separation Study

Final Grade Separation Study

**Task 6: Coordination with Outside Agencies and Community Outreach**

Throughout the duration of the Project, the Consultant will coordinate the design process with the City, Caltrain and appropriate local, and state jurisdictions, utility providers and stakeholders. Consultant will use its coordination efforts to obtain input from the outside agencies for consideration in the development and evaluation of the Study.

Stakeholder and Public Outreach Meetings

The Consultant will prepare for, facilitate, and attend up to six (6) public outreach community meetings or equivalent on-site workshops, up to two (2) study sessions with the Bicycle and Pedestrian Advisory Commission (BPAC) and City Council and two (2) public hearings before the BPAC and City Council during the duration of the Project. BKF will assist the City in creating the agenda and format of the meetings, prepare presentation and meeting materials, facilitate the meeting, and write a summary of each meeting.

Project Webpage and Fact Sheets

The Consultant will provide the City with a project information data sheet (Fact Sheet) that can be uploaded easily for public viewing on the City's website. The intent of the Fact Sheet is to answer many of the public's frequently asked questions about the project. This Fact Sheet will be updated after public outreach meetings or as new information arises that needs to be disseminated to stakeholders and the community. An online survey may also be undertaken as an optional task.

### Compilation and Stakeholder Database

In coordination with the City, Consultant will prepare a database that lists interested/concerned stakeholders. This database will be used to distribute project materials and public notices.

### Presentation Material

The Consultant will prepare graphics representing the grade separation concepts of the size compatible for public meetings. One (1) cross section showing relationship of grade separation to surrounding uses and one (1) three-dimensional aerial “birds-eye” visual simulation will be developed for the preferred alternatives.

Deliverables: Outreach plan

Facilitation and meeting materials for 6 meetings or workshops

Presentation and meeting materials for 4 public hearings

### Optional Service- 3D Video Simulation Model

Consultant will prepare a 3D Video Simulation Model (Model) that would be representative of the post construction conditions of the preferred grade separation alternative. The video would be approximately 2 minutes in duration. The Model will include 3D model buildings shaped and colored to match the actual buildings located within the Project site. Smaller details such as windows, frames, doors, roof materials, wall materials, reveals and their small shadows would be represented as textures or 'paint' applied to the basic shapes. Smaller and less defining details and details not as visible from the project (e.g. features on the sides and backs of building) will be eliminated. Feature models that will be used to populate this area will give the impression that the project area has been represented with a very high degree of accuracy. The purpose of these models is to give stakeholders important visual landmarks to make the area easy to recognize and navigate.

The ground will be modeled essentially flat to reduce modeling and animation time but will be detailed with custom painted textures. These textures will include representative flat work such as walks, drives, brick paving, grass and gravel. Enough of these elements will be included to give the impression of completeness and accuracy. Detail in the ground textures will also be more concentrated near the project area, and will fade (eventually to gray) in the outlying area. Streets, as defining features of the project and the location, will contain high detail outside the white area given above for the high detail buildings.

The actual Project features will be modeled to a higher level of detail. The 3D elements of the new grade separation (walls, barriers, roadway markings, railing and fences) that will pass close to the camera will be modeled rather than represented with painted textures; textures will be used for small details only. The purpose here is to more fully illustrate the

project architectural design. Moving traffic, people and Caltrain vehicles will be displayed on the main roadways and some of the side streets as well; parking lots will be populated appropriately. Higher detail cars will be used closest to the project area and the camera, and less detailed versions in the background.

#### **Task 7: Funding Agreement with Caltrain**

The Consultant will develop a funding agreement with Caltrain for a future Grade Separation Project Study Report. Working with Caltrain, Consultant will obtain and/or develop a funding agreement compatible with similar agreements developed along the Caltrain corridor. The agreement will be edited based on Project conditions and City's and Caltrain's requirements and commitments to the Project. Consultant will work with City to finalize and have the agreement executed by City and Caltrain.

Deliverables: Draft funding agreement

Final funding agreement for execution

# PROJECT SCHEDULE

## Caltrain Grade Separations Feasibility Study

| Scope of Work   | 2017     |          |                       |          |          |          |          |          |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          | 2018     |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|----------|----------|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|   | January  |          | February              |          | March    |          | April    |          | May      |          | June     |          | July     |          | August   |          | September |          | October  |          | November |          | December |          | January  |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   | 1st Half | 2nd Half | 1st Half              | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half | 1st Half  | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>TASK 1:</b><br>Project Management  |          | 23-Jan   | 1/23/2017 - 1/22/2018 |          |          |          |          |          |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>TASK 2:</b><br>Project Description, Objectives, and Purpose              |          | [Bar]    |                       |          |          |          |          |          |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>TASK 3:</b><br>Develop Grade Separation Alternatives                     |          | [Bar]    |                       |          |          |          |          |          |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Obtain Data Collection & Develop Base Sheet                                 |          | [Bar]    |                       |          |          |          |          |          |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Develop Alignments and Profiles   |          |          |                       | [Bar]    |          |          |          |          |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Update Information Based on Reviews and Feedback                            |          |          |                       |          |          |          |          | [Bar]    |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>TASK 4:</b><br>Develop Cost Estimates                                    |          |          |                       |          |          |          |          | [Bar]    |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>TASK 5:</b><br>Alternative Evaluation                                    |          |          |                       |          |          |          |          | [Bar]    |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Conduct Evaluation  |          |          |                       |          |          |          | [Bar]    |          |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Update Information Based on Reviews and Feedback                            |          |          |                       |          |          |          |          |          |          | [Bar]    |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Develop Preferred Alternative   |          |          |                       |          |          |          |          |          |          |          |          |          |          |          |          |          |           | [Bar]    |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Present Information, Summarize Findings and Prepare Feasibility Study       |          |          |                       |          |          |          |          |          |          |          |          |          |          |          |          |          |           |          |          |          | [Bar]    |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>TASK 6:</b><br>Coordination with Outside Agencies and Community Outreach |          |          | [Bar]                 |          |          |          |          |          |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>TASK 7:</b><br>Funding Agreement with Caltrain                           |          |          |                       |          |          |          |          |          |          |          |          |          |          |          |          |          |           |          |          |          |          |          |          |          |          | [Bar]    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**Exhibit B**

City of Sunnyvale  
 Proposal For Caltrain Grade Separations Feasibility Study  
 Consultant's Name BKF ENGINEERS

| Tasks  |   | Labor             |                  |           |                 |                          |                        |                      |            |              |                   |          | Subconsultants |             |                   |                    |                 |                        | ODCs                     | Total             |                        |                    |                  |             |          |           |    |    |    |    |
|--------|---|-------------------|------------------|-----------|-----------------|--------------------------|------------------------|----------------------|------------|--------------|-------------------|----------|----------------|-------------|-------------------|--------------------|-----------------|------------------------|--------------------------|-------------------|------------------------|--------------------|------------------|-------------|----------|-----------|----|----|----|----|
| Task # | Task Description  | Principal         | Senior Associate | Associate | Project Manager | Engineer III/ Survey III | Engineer II/ Survey II | Engineer I/ Survey I | Tech       | Field Survey | Project Assistant | Clerical |                | Total Hours | Total Labor Costs | Community Outreach | Railway Design  | Structural Engineering | Traffic Engineering      | Urban Design      | Environmental Services | Other Direct Costs | Total Fee        |             |          |           |    |    |    |    |
|        |   | David Richwood    |                  | Jeff Wang | Carmelo Cecilio |                          |                        |                      |            |              | 2-Man Crew        |          |                |             |                   |                    | Apex Strategies | HDR, Inc.              | Biggs Cardosa Associates | Kimley Horn, Inc. | Callander Associates   |                    |                  | Circlepoint | LS       | LS        | LS | LS | LS | LS |
|        |   | Natalina Bernardi |                  |           | Jaggi Bhandal   |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        |   | \$223             | \$200            | \$194     | \$184           | \$157                    | \$138                  | \$120                | \$135      | \$262        | \$75              | \$63     |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
| 1      | Project Management  | 28                |                  | 4         | 24              |                          |                        |                      | 8          |              | 12                | 4        |                | 80          | \$13,668          | \$ 6,600.00        | \$ 12,734.00    | \$ 3,508.00            | \$ 8,475.00              | \$ 4,820.00       | \$ -                   | \$3,556            | \$53,361         |             |          |           |    |    |    |    |
| 2      | Project Description, Objectives, and Purpose  | 18                |                  | 4         | 8               | 10                       | 10                     | 10                   | 16         |              |                   |          |                | 76          | \$12,572          | \$ -               | \$ -            | \$ -                   | \$ -                     | \$ -              | \$ -                   | \$503              | \$13,075         |             |          |           |    |    |    |    |
| 3      | Develop Grade Separation Alternatives   | 45                | 12               | 18        | 110             | 150                      | 150                    | 50                   | 65         |              | 8                 |          |                | 608         | \$95,792          | \$ -               | \$ 18,836.00    | \$ 7,702.00            | \$ 9,150.00              | \$ -              | \$ 2,830.00            | \$7,152            | \$141,462        |             |          |           |    |    |    |    |
| 4      | Develop Cost Estimates  | 6                 |                  | 12        | 18              | 24                       | 40                     | 40                   | 50         |              |                   |          |                | 190         | \$27,816          | \$ -               | \$ 1,758.00     | \$ 4,108.00            | \$ -                     | \$ -              | \$ -                   | \$1,488            | \$35,170         |             |          |           |    |    |    |    |
| 5      | Alternative Evaluation  | 60                | 70               | 50        | 50              | 25                       | 30                     | 30                   | 16         |              | 6                 | 4        |                | 341         | \$60,807          | \$ 4,400.00        | \$ 4,464.00     | \$ 24,940.00           | \$ 52,750.00             | \$ 1,502.00       | \$ 13,100.00           | \$12,700           | \$174,663        |             |          |           |    |    |    |    |
| 6      | Coordination with Outside Agencies & Community Outreach   | 58                | 24               |           | 84              | 6                        | 8                      |                      | 16         |              | 40                |          |                | 236         | \$40,396          | \$ 54,450.00       | \$ 4,104.00     | \$ -                   | \$ 9,200.00              | \$ 11,344.00      | \$ -                   | \$11,108           | \$130,602        |             |          |           |    |    |    |    |
| 7      | Funding Agreement with Caltrain   | 28                |                  |           | 8               |                          |                        |                      |            |              |                   |          |                | 36          | \$7,716           | \$ -               | \$ -            | \$ -                   | \$ -                     | \$ -              | \$ -                   | \$309              | \$8,025          |             |          |           |    |    |    |    |
|        | <b>Proposal Subtotal</b>  | <b>243</b>        | <b>106</b>       | <b>88</b> | <b>302</b>      | <b>215</b>               | <b>238</b>             | <b>130</b>           | <b>171</b> | <b>0</b>     | <b>66</b>         | <b>8</b> |                | <b>1567</b> | <b>\$258,767</b>  | <b>\$65,450</b>    | <b>\$41,896</b> | <b>\$40,258</b>        | <b>\$79,575</b>          | <b>\$17,666</b>   | <b>\$15,930</b>        | <b>\$36815</b>     | <b>\$556,357</b> |             |          |           |    |    |    |    |
|        | <b>Optional Services</b>  |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | Enhance visual simulations to be photo realistic (Per Location per Alternative)                     |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    | \$ 4,036.00      | \$ -        | \$556    | \$4,592   |    |    |    |    |
|        | 3-D Video Simulations with Actual Imagery Per Location per Alternative                              |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             | \$52,000 | \$52,000  |    |    |    |    |
|        | 3-D Video Simulations with Representative Imagery Per Location per Alternative                      |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             | \$40,000 | \$40,000  |    |    |    |    |
|        | 3-D Video Simulations for Each Additional Alternative Beyond Initial Alternative per Location       |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             | \$4,500  | \$4,500   |    |    |    |    |
|        | Visual Graphic Simulations created from 3-D Video Simulation  |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             | \$6,000  | \$6,000   |    |    |    |    |
|        | <b>Optional Services Subtotal</b>   |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             | \$4,036  | \$107,092 |    |    |    |    |
|        | Notes:  |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 1. Project duration is assumed to be 12 months.   |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 2. Fees for encroachment permits applications will be waived.                                       |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 3. Utility potholing is excluded.   |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 4. Formal constructability review is assumed to be excluded.  |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 5. Estimates for mailing and postage assumes contact list no more than 2,000 entries                |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 6. Assume that City will provide venue for meetings.  |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 7. Estimate for production of materials assumes no more than 10 boards per meeting.                 |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 8. No website development is required but City existing website will be used.                       |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 9. Assume City will distribute information thru their email service and existing social media.      |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 10. Assume if newspaper ads are desired, cost will not exceed \$600 per meeting.                    |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 11. Topographic surveys are excluded.   |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |
|        | 12. Aerial Mapping is excluded but can be provided upon request; some surveying cost may be offset. |                   |                  |           |                 |                          |                        |                      |            |              |                   |          |                |             |                   |                    |                 |                        |                          |                   |                        |                    |                  |             |          |           |    |    |    |    |

**Exhibit B**

City of Sunnyvale  
 Proposal For Caltrain Grade Separations Feasibility Study  
 Consultant's Name Apex Strategies

| Tasks  |   | Labor          |     |     |     |     |     |     |     |     |     |     | Subconsultants |                   |                    |                |                        |                     | ODCs         | Total                  |                    |           |          |  |  |
|--------|---|----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------------|-------------------|--------------------|----------------|------------------------|---------------------|--------------|------------------------|--------------------|-----------|----------|--|--|
| Task # | Task Description  | Principal      |     |     |     |     |     |     |     |     |     |     | Total Hours    | Total Labor Costs | Community Outreach | Railway Design | Structural Engineering | Traffic Engineering | Urban Design | Environmental Services | Other Direct Costs | Total Fee |          |  |  |
|        |   | Eileen Goodwin |     |     |     |     |     |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |          |  |  |
|        |   | \$275          | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |                |                   | \$0                | LS             | LS                     | LS                  | LS           | LS                     |                    |           | LS       |  |  |
| 1      | Project Management                                      | 24             |     |     |     |     |     |     |     |     |     |     | 24             | \$6,600           | \$ 6,600.00        |                |                        |                     |              |                        |                    | \$0       | \$6,600  |  |  |
| 2      | Project Description, Objectives, and Purpose            |                |     |     |     |     |     |     |     |     |     |     | 0              | \$0               | \$ -               |                |                        |                     |              |                        |                    | \$0       | \$0      |  |  |
| 3      | Develop Grade Separation Alternatives                   |                |     |     |     |     |     |     |     |     |     |     | 0              | \$0               | \$ -               |                |                        |                     |              |                        |                    | \$0       | \$0      |  |  |
| 4      | Develop Cost Estimates                                  |                |     |     |     |     |     |     |     |     |     |     | 0              | \$0               | \$ -               |                |                        |                     |              |                        |                    | \$0       | \$0      |  |  |
| 5      | Alternative Evaluation                                  | 16             |     |     |     |     |     |     |     |     |     |     | 16             | \$4,400           | \$ 4,400.00        |                |                        |                     |              |                        |                    | \$0       | \$4,400  |  |  |
| 6      | Coordination with Outside Agencies & Community Outreach | 198            |     |     |     |     |     |     |     |     |     |     | 198            | \$54,450          | \$ 54,450.00       |                |                        |                     |              |                        |                    | \$550     | \$55,000 |  |  |
| 7      | Funding Agreement with Caltrain                         |                |     |     |     |     |     |     |     |     |     |     | 0              | \$0               | \$ -               |                |                        |                     |              |                        |                    | \$0       | \$0      |  |  |
|        |   |                |     |     |     |     |     |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    | 0         |          |  |  |
|        | <b>Proposal Subtotal</b>                                | 238            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 238            | \$65,450          | \$65,450           |                |                        |                     |              |                        |                    | \$550     | \$66,000 |  |  |
|        | <b>Optional Services</b>                                |                |     |     |     |     |     |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |          |  |  |
|        |   |                |     |     |     |     |     |     |     |     |     |     | 0              | \$0               | \$ -               |                |                        |                     |              |                        |                    | \$0       | \$0      |  |  |
|        |   |                |     |     |     |     |     |     |     |     |     |     | 0              | \$0               | \$ -               |                |                        |                     |              |                        |                    | \$0       | \$0      |  |  |
|        |   |                |     |     |     |     |     |     |     |     |     |     | 0              | \$0               | \$ -               |                |                        |                     |              |                        |                    | \$0       | \$0      |  |  |
|        | <b>Total Optional Services</b>                          | 0              | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0              | \$0               | \$0                |                |                        |                     |              |                        |                    | \$0       | \$0      |  |  |
|        | <b>Total Including Optional Services</b>                | 238            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 238            | \$65,450          | \$65,450           |                |                        |                     |              |                        |                    | \$550     | \$66,000 |  |  |
|        | Notes:  |                |     |     |     |     |     |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |          |  |  |
|        |   |                |     |     |     |     |     |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |          |  |  |
|        |   |                |     |     |     |     |     |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |          |  |  |
|        |   |                |     |     |     |     |     |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |          |  |  |

**Exhibit B**

City of Sunnyvale  
 Proposal For Caltrain Grade Separations Feasibility Study  
 Consultant's Name Biggs Cardosa Associates, Inc.

| Tasks  |   | Labor         |             |           |                 |                  |                |                    |       |     |     |     | Subconsultants |             |                   |                    |                |                          | ODCs                | Total                |                        |                    |           |    |    |
|--------|---|---------------|-------------|-----------|-----------------|------------------|----------------|--------------------|-------|-----|-----|-----|----------------|-------------|-------------------|--------------------|----------------|--------------------------|---------------------|----------------------|------------------------|--------------------|-----------|----|----|
| Task # | Task Description  | Principal III | Principal I | Associate | Senior Engineer | Project Engineer | Staff Engineer | Senior Cad Drafter | Admin |     |     |     |                | Total Hours | Total Labor Costs | Community Outreach | Railway Design | Structural Engineering   | Traffic Engineering | Urban Design         | Environmental Services | Other Direct Costs | Total Fee |    |    |
|        |   |               |             |           |                 |                  |                |                    |       |     |     |     |                |             |                   |                    |                |                          |                     |                      |                        |                    |           |    |    |
|        |   | \$270         | \$210       | \$186     | \$132           | \$130            | \$118          | \$118              | \$85  | \$0 | \$0 | \$0 | \$0            |             |                   | Apex Strategies    | HDR, Inc.      | Biggs Cardosa Associates | Kimley Horn, Inc.   | Callander Associates | Circlepoint            |                    |           | LS | LS |
| 1      | Project Management                                      |               | 8           | 8         |                 |                  |                |                    | 4     |     |     |     |                | 20          | \$3,508           |                    |                | \$ 3,508.00              |                     |                      |                        | \$70               | \$3,578   |    |    |
| 2      | Project Description, Objectives, and Purpose            |               |             |           |                 |                  |                |                    |       |     |     |     |                | 0           | \$0               |                    |                | \$ -                     |                     |                      |                        | \$0                | \$0       |    |    |
| 3      | Develop Grade Separation Alternatives                   | 2             | 4           | 8         | 16              | 16               | 0              | 4                  | 2     |     |     |     |                | 52          | \$7,702           |                    |                | \$ 7,702.00              |                     |                      |                        | \$145              | \$7,847   |    |    |
| 4      | Develop Cost Estimates                                  | 0             | 2           | 4         | 8               | 0                | 16             | 0                  | 0     |     |     |     |                | 30          | \$4,108           |                    |                | \$ 4,108.00              |                     |                      |                        | \$82               | \$4,190   |    |    |
| 5      | Alternative Evaluation                                  | 8             | 16          | 24        | 32              | 40               | 40             | 4                  | 4     |     |     |     |                | 168         | \$24,940          |                    |                | \$ 24,940.00             |                     |                      |                        | \$489              | \$25,429  |    |    |
| 6      | Coordination with Outside Agencies & Community Outreach |               |             |           |                 |                  |                |                    |       |     |     |     |                | 0           | \$0               |                    |                | \$ -                     |                     |                      |                        | \$0                | \$0       |    |    |
| 7      | Funding Agreement with Caltrain                         |               |             |           |                 |                  |                |                    |       |     |     |     |                | 0           | \$0               |                    |                | \$ -                     |                     |                      |                        | \$0                | \$0       |    |    |
|        | <b>Proposal Subtotal</b>                                | 10            | 30          | 44        | 56              | 56               | 56             | 8                  | 10    | 0   | 0   | 0   | 0              | 270         | \$40,258          |                    |                | \$40,258                 |                     |                      |                        | \$786              | \$41,044  |    |    |
|        | <b>Optional Services</b>                                |               |             |           |                 |                  |                |                    |       |     |     |     |                | 0           | \$0               |                    |                | \$ -                     |                     |                      |                        | \$0                | \$0       |    |    |
|        |   |               |             |           |                 |                  |                |                    |       |     |     |     |                | 0           | \$0               |                    |                | \$ -                     |                     |                      |                        | \$0                | \$0       |    |    |
|        |   |               |             |           |                 |                  |                |                    |       |     |     |     |                | 0           | \$0               |                    |                | \$ -                     |                     |                      |                        | \$0                | \$0       |    |    |
|        | <b>Total Optional Services</b>                          | 0             | 0           | 0         | 0               | 0                | 0              | 0                  | 0     | 0   | 0   | 0   | 0              | 0           | \$0               |                    |                | \$0                      |                     |                      |                        | \$0                | \$0       |    |    |
|        | <b>Total Including Optional Services</b>                | 10            | 30          | 44        | 56              | 56               | 56             | 8                  | 10    | 0   | 0   | 0   | 0              | 270         | \$40,258          |                    |                | \$40,258                 |                     |                      |                        | \$786              | \$41,044  |    |    |
|        | Notes:  |               |             |           |                 |                  |                |                    |       |     |     |     |                |             |                   |                    |                |                          |                     |                      |                        |                    |           |    |    |
|        |   |               |             |           |                 |                  |                |                    |       |     |     |     |                |             |                   |                    |                |                          |                     |                      |                        |                    |           |    |    |
|        |   |               |             |           |                 |                  |                |                    |       |     |     |     |                |             |                   |                    |                |                          |                     |                      |                        |                    |           |    |    |
|        |   |               |             |           |                 |                  |                |                    |       |     |     |     |                |             |                   |                    |                |                          |                     |                      |                        |                    |           |    |    |

**Exhibit B**

City of Sunnyvale  
 Proposal For Caltrain Grade Separations Feasibility Study  
 Consultant's Name Kimley-Horn and Associates, Inc.

| Tasks  |   | Labor           |                   |          |                 |                |               |     |     |     |     |     | Subconsultants |                   |                    |                |                        |                     | ODCs         | Total                  |                    |           |    |  |
|--------|---|-----------------|-------------------|----------|-----------------|----------------|---------------|-----|-----|-----|-----|-----|----------------|-------------------|--------------------|----------------|------------------------|---------------------|--------------|------------------------|--------------------|-----------|----|--|
| Task # | Task Description  | Project Manager | Grade Separations | Traffic  | Professional II | Professional I | Support Staff |     |     |     |     |     | Total Hours    | Total Labor Costs | Community Outreach | Railway Design | Structural Engineering | Traffic Engineering | Urban Design | Environmental Services | Other Direct Costs | Total Fee |    |  |
|        |   | Adam Dankberg   | Brent Ogden       | Ben Huie |                 |                |               |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |    |  |
|        |   | \$230           | \$325             | \$180    | \$135           | \$130          | \$105         | \$0 | \$0 | \$0 | \$0 | \$0 |                |                   | \$0                | LS             | LS                     | LS                  | LS           | LS                     |                    |           | LS |  |
| 1      | Project Management                                      | 30              |                   |          |                 |                | 15            |     |     |     |     |     | 45             | \$8,475           |                    |                |                        | \$ 8,475.00         |              |                        | \$200              | \$8,675   |    |  |
| 2      | Project Description, Objectives, and Purpose            |                 |                   |          |                 |                |               |     |     |     |     |     | 0              | \$0               |                    |                |                        | \$ -                |              |                        | \$0                | \$0       |    |  |
| 3      | Develop Grade Separation Alternatives                   | 20              | 5                 | 5        | 15              |                |               |     |     |     |     |     | 45             | \$9,150           |                    |                |                        | \$ 9,150.00         |              |                        | \$100              | \$9,250   |    |  |
| 4      | Develop Cost Estimates                                  |                 |                   |          |                 |                |               |     |     |     |     |     | 0              | \$0               |                    |                |                        | \$ -                |              |                        | \$0                | \$0       |    |  |
| 5      | Alternative Evaluation                                  | 27              | 6                 | 71       | 70              | 172            |               |     |     |     |     |     | 346            | \$52,750          |                    |                |                        | \$ 52,750.00        |              |                        | \$3,100            | \$55,850  |    |  |
| 6      | Coordination with Outside Agencies & Community Outreach | 40              |                   |          |                 |                |               |     |     |     |     |     | 40             | \$9,200           |                    |                |                        | \$ 9,200.00         |              |                        | \$300              | \$9,500   |    |  |
| 7      | Funding Agreement with Caltrain                         |                 |                   |          |                 |                |               |     |     |     |     |     | 0              | \$0               |                    |                |                        | \$ -                |              |                        | \$0                | \$0       |    |  |
|        | <b>Proposal Subtotal</b>                                | 117             | 11                | 76       | 85              | 172            | 15            | 0   | 0   | 0   | 0   | 0   | 476            | \$79,575          |                    |                |                        | \$79,575            |              |                        | \$3700             | \$83,275  |    |  |
|        | <b>Optional Services</b>                                |                 |                   |          |                 |                |               |     |     |     |     |     | 0              | \$0               |                    |                |                        | \$ -                |              |                        | \$0                | \$0       |    |  |
|        |   |                 |                   |          |                 |                |               |     |     |     |     |     | 0              | \$0               |                    |                |                        | \$ -                |              |                        | \$0                | \$0       |    |  |
|        |   |                 |                   |          |                 |                |               |     |     |     |     |     | 0              | \$0               |                    |                |                        | \$ -                |              |                        | \$0                | \$0       |    |  |
|        | <b>Total Optional Services</b>                          | 0               | 0                 | 0        | 0               | 0              | 0             | 0   | 0   | 0   | 0   | 0   | 0              | \$0               |                    |                |                        | \$0                 |              |                        | \$0                | \$0       |    |  |
|        | <b>Total Including Optional Services</b>                | 117             | 11                | 76       | 85              | 172            | 15            | 0   | 0   | 0   | 0   | 0   | 476            | \$79,575          |                    |                |                        | \$79,575            |              |                        | \$3,700            | \$83,275  |    |  |
|        | Notes:  |                 |                   |          |                 |                |               |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |    |  |
|        |   |                 |                   |          |                 |                |               |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |    |  |
|        |   |                 |                   |          |                 |                |               |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |    |  |
|        |   |                 |                   |          |                 |                |               |     |     |     |     |     |                |                   |                    |                |                        |                     |              |                        |                    |           |    |  |

**Exhibit B**

City of Sunnyvale  
 Proposal For Caltrain Grade Separations Feasibility Study  
 Consultant's Name HDR, Inc.

| Tasks  |   | Labor          |                   |                  |                |                |                    |               |     |     |     |     | Subconsultants |             |                   |                    |                |                          | ODCs                | Total                |                        |                    |           |
|--------|---|----------------|-------------------|------------------|----------------|----------------|--------------------|---------------|-----|-----|-----|-----|----------------|-------------|-------------------|--------------------|----------------|--------------------------|---------------------|----------------------|------------------------|--------------------|-----------|
| Task # | Task Description  | Rail Task Lead | Sr. Rail Engineer | Project Engineer | Engineer (EIT) | Cad Technician | Project Accountant | Project Admin |     |     |     |     |                | Total Hours | Total Labor Costs | Community Outreach | Railway Design | Structural Engineering   | Traffic Engineering | Urban Design         | Environmental Services | Other Direct Costs | Total Fee |
|        |   | Wayne Short    | Mike Strider      | Brian Kelly      | Eldar Levin    |                |                    |               |     |     |     |     |                |             |                   | Apex Strategies    | HDR, Inc.      | Biggs Cardosa Associates | Kimley Horn, Inc.   | Callander Associates | Circlepoint            |                    |           |
|        |   | \$327.00       | \$233.00          | \$161.50         | \$112.70       | \$118.00       | \$131.00           | \$74.50       | \$0 | \$0 | \$0 | \$0 | \$0            |             |                   | LS                 | LS             | LS                       | LS                  | LS                   | LS                     |                    |           |
| 1      | Project Management                                      | 20             | 16                |                  |                |                | 12                 | 12            |     |     |     |     | 60             | \$12,734    |                   | \$ 12,734.00       |                |                          |                     |                      |                        | \$550              | \$13,284  |
| 2      | Project Description, Objectives, and Purpose            |                |                   |                  |                |                |                    |               |     |     |     |     | 0              | \$0         |                   | \$ -               |                |                          |                     |                      |                        | \$0                | \$0       |
| 3      | Develop Grade Separation Alternatives                   | 4              | 16                | 40               | 40             | 24             |                    |               |     |     |     |     | 124            | \$18,836    |                   | \$ 18,836.00       |                |                          |                     |                      |                        | \$1,000            | \$19,836  |
| 4      | Develop Cost Estimates                                  |                | 2                 | 8                |                |                |                    |               |     |     |     |     | 10             | \$1,758     |                   | \$ 1,758.00        |                |                          |                     |                      |                        |                    | \$1,758   |
| 5      | Alternative Evaluation                                  | 4              | 8                 | 8                |                |                |                    |               |     |     |     |     | 20             | \$4,464     |                   | \$ 4,464.00        |                |                          |                     |                      |                        | \$500              | \$4,964   |
| 6      | Coordination with Outside Agencies & Community Outreach | 4              | 12                |                  |                |                |                    |               |     |     |     |     | 16             | \$4,104     |                   | \$ 4,104.00        |                |                          |                     |                      |                        | \$200              | \$4,304   |
| 7      | Funding Agreement with Caltrain                         |                |                   |                  |                |                |                    |               |     |     |     |     | 0              | \$0         |                   | \$ -               |                |                          |                     |                      |                        | \$0                | \$0       |
|        | <b>Proposal Subtotal</b>                                | 32             | 54                | 56               | 40             | 24             | 12                 | 12            | 0   | 0   | 0   | 0   | 0              | 230         | \$41,896          |                    | \$41,896       |                          |                     |                      |                        | \$2,250            | \$44,146  |
|        | <b>Optional Services</b>                                |                |                   |                  |                |                |                    |               |     |     |     |     | 0              | \$0         |                   | \$ -               |                |                          |                     |                      |                        | \$0                | \$0       |
|        |   |                |                   |                  |                |                |                    |               |     |     |     |     | 0              | \$0         |                   | \$ -               |                |                          |                     |                      |                        | \$0                | \$0       |
|        |   |                |                   |                  |                |                |                    |               |     |     |     |     | 0              | \$0         |                   | \$ -               |                |                          |                     |                      |                        | \$0                | \$0       |
|        | <b>Total Optional Services</b>                          | 0              | 0                 | 0                | 0              | 0              | 0                  | 0             | 0   | 0   | 0   | 0   | 0              | \$0         |                   | \$0                |                |                          |                     |                      |                        | \$0                | \$0       |
|        | <b>Total Including Optional Services</b>                | 32             | 54                | 56               | 40             | 24             | 12                 | 12            | 0   | 0   | 0   | 0   | 0              | 230         | \$41,896          |                    | \$41,896       |                          |                     |                      |                        | \$2,250            | \$44,146  |
|        | Notes:  |                |                   |                  |                |                |                    |               |     |     |     |     |                |             |                   |                    |                |                          |                     |                      |                        |                    |           |
|        |   |                |                   |                  |                |                |                    |               |     |     |     |     |                |             |                   |                    |                |                          |                     |                      |                        |                    |           |
|        |   |                |                   |                  |                |                |                    |               |     |     |     |     |                |             |                   |                    |                |                          |                     |                      |                        |                    |           |
|        |   |                |                   |                  |                |                |                    |               |     |     |     |     |                |             |                   |                    |                |                          |                     |                      |                        |                    |           |

**Exhibit B**

City of Sunnyvale  
 Proposal For Caltrain Grade Separations Feasibility Study  
 Consultant's Name Circlepoint

| Tasks  |   | Labor     |         |              |                 |              |     |     |     |     |     |     | Subconsultants |                   |                    |                |                          |                     | ODCs                 | Total                  |                    |           |
|--------|---|-----------|---------|--------------|-----------------|--------------|-----|-----|-----|-----|-----|-----|----------------|-------------------|--------------------|----------------|--------------------------|---------------------|----------------------|------------------------|--------------------|-----------|
| Task # | Task Description  | PIC       | PM      | Senior Assoc | Assistant Assoc | Jr. Graphics |     |     |     |     |     |     | Total Hours    | Total Labor Costs | Community Outreach | Railway Design | Structural Engineering   | Traffic Engineering | Urban Design         | Environmental Services | Other Direct Costs | Total Fee |
|        |   | Steinwert | Marquez | Casbara      |                 |              |     |     |     |     |     |     |                |                   | Apex Strategies    | HDR, Inc.      | Biggs Cardosa Associates | Kimley Horn, Inc.   | Callander Associates | Circlepoint            |                    |           |
|        |   | \$295     | \$155   | \$125        | \$80            | \$80         | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |                |                   | \$0                | LS             | LS                       | LS                  | LS                   | LS                     |                    |           |
| 1      | Project Management                                      |           |         |              |                 |              |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     |                      |                        | \$ -               | \$0       |
| 2      | Project Description, Objectives, and Purpose            |           |         |              |                 |              |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     |                      |                        | \$ -               | \$0       |
| 3      | Develop Grade Separation Alternatives                   | 2         | 8       | 8            |                 |              |     |     |     |     |     |     | 18             | \$2,830           |                    |                |                          |                     |                      |                        | \$ 2,830.00        | \$150     |
| 4      | Develop Cost Estimates                                  |           |         |              |                 |              |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     |                      |                        | \$ -               | \$0       |
| 5      | Alternative Evaluation                                  | 4         | 24      | 40           | 32              | 8            |     |     |     |     |     |     | 108            | \$13,100          |                    |                |                          |                     |                      |                        | \$ 13,100.00       | \$1,000   |
| 6      | Coordination with Outside Agencies & Community Outreach |           |         |              |                 |              |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     |                      |                        | \$ -               | \$0       |
| 7      | Funding Agreement with Caltrain                         |           |         |              |                 |              |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     |                      |                        | \$ -               | \$0       |
|        | <b>Proposal Subtotal</b>                                | 6         | 32      | 48           | 32              | 8            | 0   | 0   | 0   | 0   | 0   | 0   | 126            | \$15,930          |                    |                |                          |                     |                      |                        | \$15,930           | \$1,150   |
|        | <b>Optional Services</b>                                |           |         |              |                 |              |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     |                      |                        | \$ -               | \$0       |
|        |   |           |         |              |                 |              |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     |                      |                        | \$ -               | \$0       |
|        |   |           |         |              |                 |              |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     |                      |                        | \$ -               | \$0       |
|        | <b>Total Optional Services</b>                          | 0         | 0       | 0            | 0               | 0            | 0   | 0   | 0   | 0   | 0   | 0   | 0              | \$0               |                    |                |                          |                     |                      |                        | \$0                | \$0       |
|        | <b>Total Including Optional Services</b>                | 6         | 32      | 48           | 32              | 8            | 0   | 0   | 0   | 0   | 0   | 0   | 126            | \$15,930          |                    |                |                          |                     |                      |                        | \$15,930           | \$1,150   |
|        | Notes:  |           |         |              |                 |              |     |     |     |     |     |     |                |                   |                    |                |                          |                     |                      |                        |                    |           |
|        |   |           |         |              |                 |              |     |     |     |     |     |     |                |                   |                    |                |                          |                     |                      |                        |                    |           |
|        |   |           |         |              |                 |              |     |     |     |     |     |     |                |                   |                    |                |                          |                     |                      |                        |                    |           |
|        |   |           |         |              |                 |              |     |     |     |     |     |     |                |                   |                    |                |                          |                     |                      |                        |                    |           |

**Exhibit B**

City of Sunnyvale  
 Proposal For Caltrain Grade Separations Feasibility Study  
 Consultant's Name Callander Associates

| Tasks  |   | Labor          |                     |              |                       |     |     |     |     |     |     |     | Subconsultants |                   |                    |                |                          |                     | ODCs                 | Total                  |                    |           |
|--------|---|----------------|---------------------|--------------|-----------------------|-----|-----|-----|-----|-----|-----|-----|----------------|-------------------|--------------------|----------------|--------------------------|---------------------|----------------------|------------------------|--------------------|-----------|
| Task # | Task Description  | Principal      | Sr. Project Manager | Job Captain  | Project Administrator |     |     |     |     |     |     |     | Total Hours    | Total Labor Costs | Community Outreach | Railway Design | Structural Engineering   | Traffic Engineering | Urban Design         | Environmental Services | Other Direct Costs | Total Fee |
|        |   | Brian Fletcher | Dave Rubin          | Zachary Katz | Lauren Hailey         |     |     |     |     |     |     |     |                |                   | Apex Strategies    | HDR, Inc.      | Biggs Cardosa Associates | Kimley Horn, Inc.   | Callander Associates | Circlepoint            |                    |           |
|        |   | \$190          | \$152               | \$127        | \$105                 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |                |                   | LS                 | LS             | LS                       | LS                  | LS                   | LS                     |                    |           |
| 1      | Project Management  | 4              | 10                  | 20           | 0                     |     |     |     |     |     |     |     | 34             | \$4,820           |                    |                |                          |                     | \$ 4,820.00          |                        | \$382              | \$5,202   |
| 2      | Project Description, Objectives, and Purpose                                    |                |                     |              |                       |     |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     | \$ -                 |                        | \$0                | \$0       |
| 3      | Develop Grade Separation Alternatives   |                |                     |              |                       |     |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     | \$ -                 |                        | \$0                | \$0       |
| 4      | Develop Cost Estimates  |                |                     |              |                       |     |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     | \$ -                 |                        | \$0                | \$0       |
| 5      | Alternative Evaluation  | 2              | 6                   | 0            | 2                     |     |     |     |     |     |     |     | 10             | \$1,502           |                    |                |                          |                     | \$ 1,502.00          |                        | \$121              | \$1,623   |
| 6      | Coordination with Outside Agencies & Community Outreach                         | 10             | 12                  | 60           | 0                     |     |     |     |     |     |     |     | 82             | \$11,344          |                    |                |                          |                     | \$ 11,344.00         |                        | \$887              | \$12,231  |
| 7      | Funding Agreement with Caltrain   |                |                     |              |                       |     |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     | \$ -                 |                        | \$0                | \$0       |
|        | <b>Proposal Subtotal</b>  | 16             | 28                  | 80           | 2                     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 126            | \$17,666          |                    |                |                          |                     | \$17,666             |                        | \$1390             | \$19,056  |
|        | <b>Optional Services</b>  |                |                     |              |                       |     |     |     |     |     |     |     |                |                   |                    |                |                          |                     |                      |                        |                    |           |
|        | Enhance visual simulations to be photo realistic (Per Location per Alternative) | 2              | 4                   | 24           | 0                     |     |     |     |     |     |     |     | 30             | \$4,036           |                    |                |                          |                     | \$ 4,036.00          |                        | \$354              | \$4,390   |
|        |   |                |                     |              |                       |     |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     | \$ -                 |                        | \$0                | \$0       |
|        |   |                |                     |              |                       |     |     |     |     |     |     |     | 0              | \$0               |                    |                |                          |                     | \$ -                 |                        | \$0                | \$0       |
|        | <b>Total Optional Services</b>  | 2              | 4                   | 24           | 0                     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 30             | \$4,036           |                    |                |                          |                     | \$4,036              |                        | \$354              | \$4,390   |
|        | <b>Total Including Optional Services</b>  | 18             | 32                  | 104          | 2                     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 156            | \$21,702          |                    |                |                          |                     | \$21,702             |                        | \$1,744            | \$23,446  |
|        | Notes:  |                |                     |              |                       |     |     |     |     |     |     |     |                |                   |                    |                |                          |                     |                      |                        |                    |           |
|        |   |                |                     |              |                       |     |     |     |     |     |     |     |                |                   |                    |                |                          |                     |                      |                        |                    |           |
|        |   |                |                     |              |                       |     |     |     |     |     |     |     |                |                   |                    |                |                          |                     |                      |                        |                    |           |
|        |   |                |                     |              |                       |     |     |     |     |     |     |     |                |                   |                    |                |                          |                     |                      |                        |                    |           |

## Exhibit "C"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

#### **Deductibles and Self-Insured Retentions**

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

#### **Other Insurance Provisions**

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by mail has been given to the City of Sunnyvale.

### **Claims Made Coverage**

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. 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 Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

### **Verification of Coverage**

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.