

ATTACHMENT 1

DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND KIMLEY-HORN AND ASSOCIATES INC. FOR THE MARY AVENUE OVERCROSSING ENVIRONMENTAL IMPACT REPORT

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services for the preparation of an Environmental Impact Report (EIR) for the Mary Avenue Overcrossing project; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from the date of execution through project completion, 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.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

Payments shall be made to CONSULTANT on a monthly basis based on monthly billings for work outline in Exhibit "B", Fee Schedule. 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 of work. In no event shall the total compensation payable under this agreement exceed

the sum of Six Hundred Twenty Three Thousand Seven Hundred Fifty and No/100 Dollars (\$623,750.00), 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.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. 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.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- A. CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- B. CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, to the extent caused by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

11. Insurance

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 or endorsements as specified in Exhibit "C."

12. CITY Representative

Manuel Pineda, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Alex Jewell shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

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

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

To CONSULTANT: Alex H. Jewell, AICP, LEED AP
Kimley-Horn and Associates, Inc.
100 West San Fernando Street, Suite 250
San Jose, CA 95113

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

17. Entire Agreement; Amendment

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

18. 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:

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

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

EXHIBIT "A"

Scope of Services

Kimley-Horn and Associates, Inc. (Kimley-Horn) agrees to perform the following Scope of Services for City of Sunnyvale (City), to provide an Environmental Impact Report (EIR) and related technical studies for the extension of Mary Avenue from its terminus at Almanor Avenue, north over US 101 and SR 237 to 11th Avenue at E Street in Sunnyvale, California.

Kimley-Horn has submitted this proposal to prepare a EIR to assess potential impacts and identify mitigation measures for the proposed project. The Draft EIR, Final EIR, and associated work products will be prepared in accordance with the criteria, standards and provisions of the California Environmental Quality Act of 1970, Section 21000 et. sec. of the State CEQA Guidelines (California Administrative Code Section 15000), the City of Sunnyvale Environmental Guidelines, and the regulations requirements and procedures of other responsible Public Agencies with jurisdiction by law. Each of the issues is approached thoroughly in order to fully assess all potential impacts, establish thresholds, and identify mitigation measures.

1.0 PROJECT SCOPING

1.1 RESEARCH AND INVESTIGATION

Kimley-Horn will obtain and review available data for the project area as well as policy documentation from the City Sunnyvale, state and federal agencies, and other agencies which may be affected by the project. This information, along with environmental data and information available from the City and other nearby jurisdictions, will become part of the foundation of the EIR and will be reviewed and incorporated into the analysis, as deemed appropriate.

1.2 AGENCY CONSULTATION AND SCOPING

As indicated in Section 15083 of the State CEQA Guidelines, many public agencies have found that early consultation solves many potential conflicts that could arise in more serious forms later in the review process. Although the Notice of Preparation (NOP) and Public Scoping session meeting will provide that opportunity, Kimley-Horn will conduct additional discussions with local, state, and federal agencies which will assist in the early stages of the analysis and issue delineation.

1.3 NOTICE OF PREPARATION (NOP)

Kimley-Horn will prepare a NOP for review and approval by the City. Once approved, Kimley-Horn will send the NOP to the appropriate state and federal agencies and distribute the document with a cover letter to cooperating, responsible, trustee, and other interested/relevant agencies as identified on a mailing list to be provided by the City. Kimley-Horn assumes that posting in the local newspaper and any radius mailing will be provided by the City. Comments received in response to the NOP will be evaluated during preparation of the EIR.

Kimley-Horn will assist the County in consulting with California Native American tribes under Assembly Bill 52 (AB 52). Kimley-Horn will draft the required notification letters, coordinate tribal meetings, maintain the AB 52 administrative record, and provide technical support to the agency in determining whether Tribal

Cultural Resources will be significantly impacted by the project. Kimley-Horn will document the consultation process and comments discussed, and advise the lead agency on how to come to a conclusion to the consultation, as specified by AB 52.

With regards to the AB 52 Consultation, this scope of work represents a “best efforts” approach. If the consultation requests from the tribes require more effort that will exceed the proposed budget, then a contract change order would be required to complete the scope and AB 52 consultation. The Traditional Tribal Cultural Places Bill of 2004 (SB 18) requires local governments to consult with Native California groups at the earliest point in the local government land use planning process. The consultation intends to establish a meaningful dialogue regarding potential means to preserve Native American places of prehistoric, archaeological, cultural, spiritual, and ceremonial importance. It allows for tribes to hold conservation easements and for tribal cultural places to be included in open space planning. As such, Kimley-Horn will assist the City in consulting with California Native American tribes under Senate Bill 18 (SB 18).

2.0 PREPARATION OF TECHNICAL STUDIES

2.1 TRANSPORTATION IMPACT ANALYSIS

Task 2.1.1 – Data collection

The study area will consist of Mary Avenue between Almanor Avenue and El Camino Real, Mathilda Avenue between 1st Avenue-Bordeaux Drive and El Camino Real, 11th Avenue between Enterprise Way and Innovation Way, and Moffett Park Drive between Enterprise Way and Innovation Way. Up to 42 intersections and 6 freeway segments within the overall study area may be quantitatively analyzed as deemed necessary by the City to evaluate the project alternatives. These intersections are shown in **Figure 1** below. Any additional intersections, roadway segments, or freeway segments will be analyzed, if needed, as an additional service.

Kimley-Horn will coordinate with City staff to obtain available traffic count data for intersections and freeway segments within the study area. **Table 2.1** indicates if Kimley-Horn has traffic counts or if traffic counts will be needed for the study intersections. It is anticipated that a limited number of additional counts may be required to be performed. Up to \$5,625 in traffic count data collection (15 intersections) is included as part of the scope. Many of the locations proposed for this study have counts completed in the last 2 years for proposed development projects in the City. Kimley-Horn will utilize freeway volumes from the most recent VTA Congestion Management Program report.

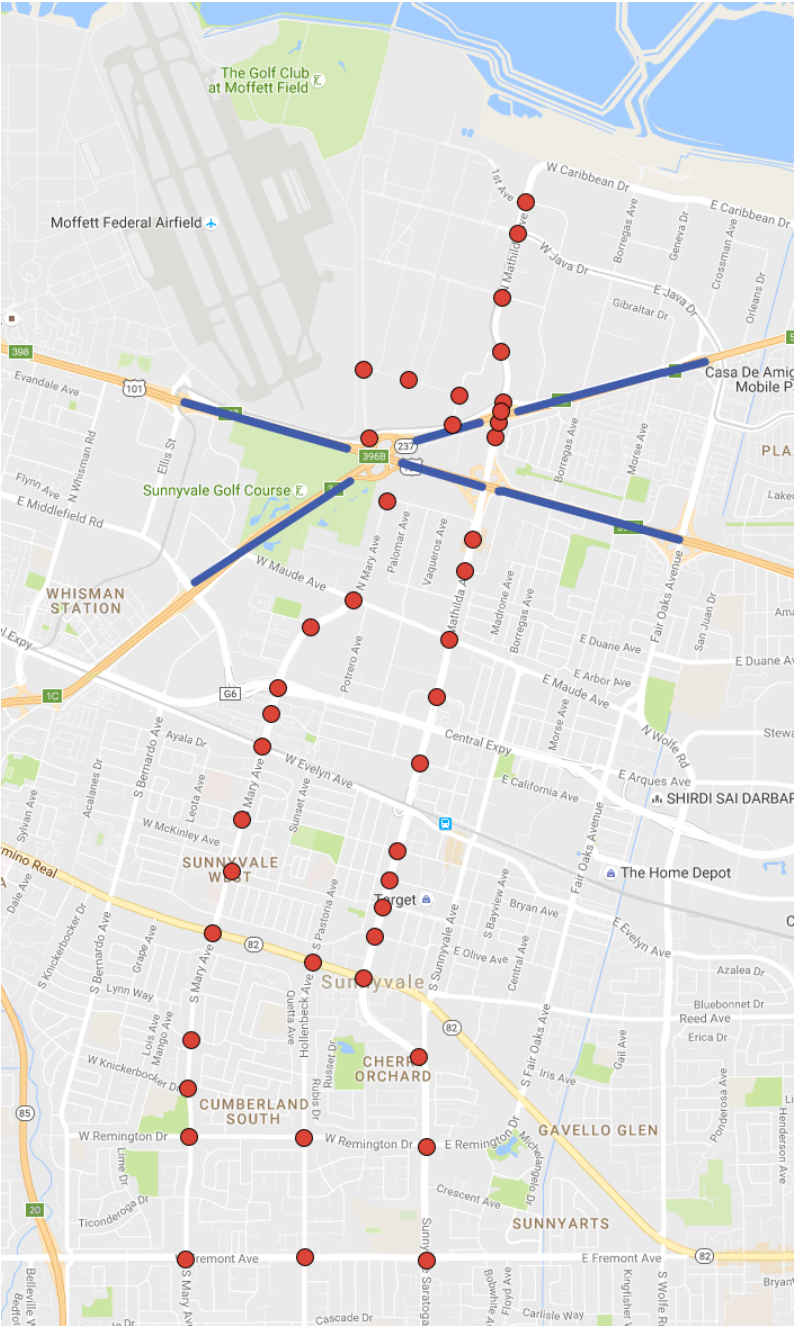
Table 2.1: Counts for Study Intersections

#	Intersection		#	Intersection	
1	Mathilda Ave / 1st Ave - Bordeaux Way	Have Counts	27	Mary Ave / Almanor Ave	Need to Collect Counts
2	Mathilda Ave / Lockheed Martin - Java Way	Have Counts	28	Mary Ave / Maude Ave	Have Counts

#	Intersection		#	Intersection	
3	Mathilda Ave / 5th Ave	Have Counts	29	Mary Ave / Corte Madera Ave	Have Counts
4	Mathilda Ave / Innovation Way	Have Counts	30	Mary Ave / Central Expy	Need to Collect Counts
5	Mathilda Ave / Moffett Park Dr	Have Counts	31	Mary Ave / California Ave	Need to Collect Counts
6	Mathilda Ave / SR-237 WB Ramps	Have Counts	32	Mary Ave / Evelyn Ave	Have Counts
7	Mathilda Ave / SR-237 EB Ramps	Have Counts	33	Mary Ave / Washington Ave	Need to Collect Counts
8	Mathilda Ave / Ross Dr	Have Counts	34	Mary Ave / Iowa Ave	Need to Collect Counts
9	Mathilda Ave / Almanor Ave - Ahwanee Ave	Have Counts	35	Mary Ave / El Camino Real	Have Counts
10	Mathilda Ave / San Aleso Ave	Have Counts	36	Mary Ave / Heatherstone Ave	Need to Collect Counts
11	Mathilda Ave / Maude Ave	Have Counts	37	Mary Ave / Knickerbocker Ave	Need to Collect Counts
12	Mathilda Ave / Indio Way	Have Counts	38	Mary Ave / Remington Dr	Need to Collect Counts
13	Mathilda Ave / California Ave	Have Counts	39	Mary Ave / Fremont Ave	Need to Collect Counts
14	Mathilda Ave / Washington Ave	Have Counts	40	Pastoria Ave - Hollenbeck Ave / El Camino Real	Need to Collect Counts
15	Mathilda Ave / McKinley Ave	Have Counts	41	Hollenbeck Ave / Remington Dr	Need to Collect Counts
16	Mathilda Ave / Iowa Ave	Have Counts	42	Hollenbeck Ave / Fremont Ave	Need to Collect Counts
17	Mathilda Ave / Olive Ave	Have Counts	43	Optional Intersection	Need to Collect Counts
18	Mathilda Ave / El Camino Real	Have Counts	44	Optional Intersection	Need to Collect Counts
19	Mathilda Ave / Talisman Dr - Sunnyvale Saratoga Rd	Have Counts	45	Optional Intersection	Need to Collect Counts
20	Sunnyvale Saratoga Rd / Remington Dr	Need to Collect Counts	46	Optional Intersection	Need to Collect Counts
21	Sunnyvale Saratoga Rd / Fremont Ave	Need to Collect Counts	47	Optional Intersection	Need to Collect Counts
22	Innovation Way / 11th Ave	Have Counts	48	Optional Intersection	Need to Collect Counts
23	Innovation Way / Moffett Park Dr	Need to Collect Counts	49	Optional Intersection	Need to Collect Counts

#	Intersection		#	Intersection	
24	Enterprise Way / Manila Dr - Moffett Park Dr	Have Counts	50	Optional Intersection	Need to Collect Counts
25	Enterprise Way / 11th Ave	Have Counts	51	Optional Intersection	Need to Collect Counts
26	E Street / 11th Ave	Have Counts	52	Optional Intersection	Need to Collect Counts

Figure 1: Study Intersection and Freeway Segments



Kimley-Horn will perform a site visit to observe corridor conditions in the weekday morning and evening peak periods and will document existing intersection and roadway geometrics.

This task includes an optional task order for Kimley-Horn to evaluate an additional ten (10) study intersections for an additional fee of \$4,500 per intersection. This task order will be initiated only at the request of City staff and written authorization from the City to Kimley-Horn must be provided prior to Kimley-Horn commencing any work under this optional task.

Task 2.1.2 – Traffic Modeling

As a subconsultant to Kimley-Horn, Hexagon Transportation Consultants, Inc. will develop weekday AM and PM peak hour forecast plots of the study area for one near-term and one horizon year scenario. The forecasts will be utilized to grow existing traffic volumes to represent near-term and horizon year conditions. It is assumed that circulation network modifications to the model will be required to develop project trips for Alternatives 3 and 4.

Kimley-Horn will utilize model plots provided by Hexagon Transportation Consultants to develop near-term and horizon year baseline turning movement volumes within the study area. Future year volumes will be calculated by growing existing count data using modeled link volume growth and the Furness method, a methodology for balancing approach and departure volumes for each intersection leg.

Task 2.1.3 – Baseline Traffic Analysis

City staff will identify and provide any transportation network improvements that should be assumed in the near-term or cumulative scenario.

Kimley-Horn will analyze Existing (2016), Near-term (Construction completion), and Cumulative (2035) traffic conditions for the study intersections and freeway segments using count data collected in Task 3. Traffic analysis will include analysis for intersection level of service (LOS) and queuing, freeway LOS, and transit delay.

Intersection LOS and queueing will be evaluated using Highway Capacity Manual (HCM) 2000 methodology within the Traffix software. Additional progression analysis along Mathilda Avenue and Mary Avenue corridors will be conducted using Synchro software. LOS for freeway segments will be evaluated using HCM 2010 methodology within the HCS software.

Task 2.1.4 –Plus Project Alternatives Traffic Analysis

Kimley-Horn will analyze the potential transportation effect of four (4) project alternatives. The four (4) alternatives will consist of the following lane configurations for the Mary Avenue Extension:

- Alternative 1 – Mary Avenue Extension will be four-lane road with sidewalks and bike lanes
- Alternative 2 – Mary Avenue Extension will be two-lane road with enhanced bike lanes and sidewalks
- Alternative 3 – Mary Avenue Extension will be a pedestrian and bicycle crossing, no vehicle access is allowed OR Mary Avenue Extension will allow only shuttle/buses and HOV

- Alternative 4 – Mary Avenue Extension is removed from the General Plan

Kimley-Horn will identify changes in circulation and traffic volumes associated with each alternative. Kimley-Horn will adjust existing, near-term, and cumulative baseline volumes accordingly to identify with project near-term and horizon year volumes.

Once the City approves trip generation, distribution, and assignment, Kimley-Horn will analyze existing plus Alternative, Near-Term plus Alternative, and Cumulative plus Alternative traffic conditions for all four (4) proposed project alternatives. Traffic analysis will include analysis for intersection LOS and queuing, freeway LOS, and transit delay as conducted in Task 3.1.3.

Kimley-Horn will prepare a VISSIM model using the Synchro model export of Mary Avenue (11th Avenue to Fremont Avenue) and Mathilda Avenue (11th Avenue to Sunnyvale-Saratoga Avenue) for existing, near-term, and cumulative scenarios for each alternative. The VISSIM model will use an aerial background and is not assumed to include 3D visual components representing buildings or other physical elements.

Task 2.1.5 – VMT Analysis

For informational purposes, Kimley-Horn will conduct a vehicle miles traveled (VMT) analysis to evaluate the change in VMT for each of the project alternatives. Based on a defined set of corridors and segment boundaries, Kimley-Horn will utilize model plots obtained in Task 2.1.2 for baseline and project link volumes. Change in VMT will be determined by comparing baseline and project link volumes in an excel spreadsheet. While the intersection evaluation will be focused on the Mary Avenue corridor and the parallel Mathilda Avenue corridor, the VMT reporting will be conducted for a larger area bounded generally by the following but delineated in Figure 2 as the following:

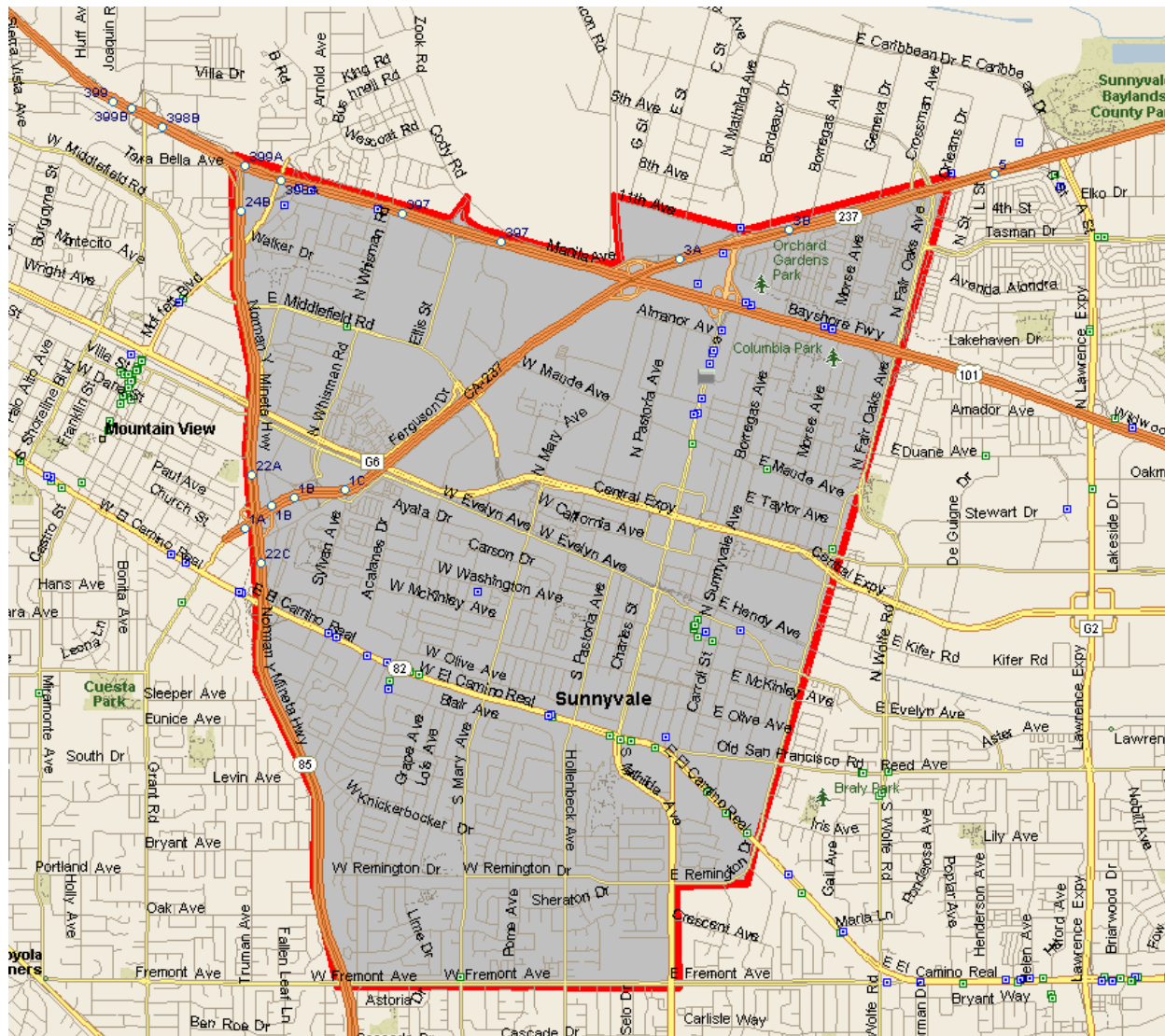
- 11th Avenue to the North
- Fremont Avenue to the South
- SR-85 to the west
- Fair Oaks Avenue to the east

Task 2.1.6 – Cost Estimation/Engineering Support

Kimley-Horn will review previous mitigations from the Mary Avenue Extension 2008 EIR to see if previous mitigation measures are still applicable and to make revisions, as necessary. It is assumed that the general methodology of the previous designed regarding bridge terminus points on each side of the freeways, clearances from each freeway and VTA light rail, and max bridge slopes will be reviewed but likely much of these original design elements retained. It is assumed that up to 160 hours of professional time will be associated with this task to define project limits of work, make refinements to the conceptual design, cross sections, and cost estimates for the proposed extension. An additional 40 hours is programmed for the conceptual design of intersection mitigations, should any intersections be identified for impact during the traffic impact analysis.

This task includes an optional task order for an additional 100 hours of staff time for additional review or multiple iterations of the cost estimates and engineering support described above. This task order will be initiated only at the request of City staff and written authorization from the City to Kimley-Horn must be provided prior to Kimley-Horn commencing any work under this optional task.

Figure 2: VMT Study Area



Task 2.1.7 – Administrative Draft Report

Kimley-Horn will prepare an Administrative Draft Transportation Impact Analysis (TIA) Report for preliminary review. The Admin Draft report will include text, charts, and figures describing the process, assumptions, and results. The maps will be prepared to be compatible with the City's GIS system. Graphics will be prepared in a mutually agreed upon format (e.g., CAD). The report will specifically detail impacts from project traffic and recommended mitigation measures. Kimley-Horn will provide four (4) copies of the report Administrative Draft Report.

Task 2.1.8 – Draft Report

Based on comments received on the Administrative Draft TIA Report from the City, the report will be revised and the Draft TIA Report will be submitted for use in the environmental review process and for VTA review. Kimley-Horn will provide eight (8) copies of the Draft Report.

Task 2.1.9 – Final Report

Subsequent to the completion of the environmental review process and VTA review of the Draft TIA Report, the report will be revised and the Final TIA Report will be submitted for use in the environmental review process and for VTA review. Kimley-Horn will provide six (6) copies of the Final Report.

2.2 AIR QUALITY

As a subconsultant to Kimley-Horn, Michael Baker International will prepare the air quality analysis for the project. The air quality analysis will include the following tasks:

Existing Conditions/Regulatory Framework

The project is located within the San Francisco Bay Area Air Basin (SFBAAB), which is under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. Air quality data from the nearest representative air quality monitoring stations will be included to help highlight existing air quality local to the project area.

Construction-Related Emissions

Construction emissions for each design option will be quantified with the California Emissions Estimator Model version 2013.2.2 (CalEEMod). A general description of the major phases of construction and their timing will be required. The air pollutant emissions during construction will be compared to the BAAQMD thresholds of significance. Naturally occurring asbestos impacts will also be discussed qualitatively.

Long-Term Emissions

Operational (i.e., mobile source) emissions associated with existing conditions and each roadway extension design option will be quantified and the emissions increases over existing conditions will be compared to the BAAQMD operational thresholds of significance. Primary sources of emissions will be related to vehicle miles traveled data identified in the Traffic Impact Report. Vehicle emissions will be calculated with CARB's EMFAC2014 database. The analysis will also address toxic air contaminants based on the proximity of the proposed roadway to sensitive receptors as well as the number of trucks projected to use the roadway. It should be noted that it is not anticipated that the proposed roadway would accommodate a substantial number of trucks. Project consistency with the latest BAAQMD Clean Air Plan will be evaluated.

2.3 BIOLOGICAL RESOURCES

Live Oak and Associates, as a subconsultant to Kimley-Horn will conduct a field visit to characterize existing conditions and assess general biological constraints including potential habitat for special status plant and wildlife species and the potential presence of wetlands/Waters of the U.S. The investigation will include a query of the California Department of Fish and Wildlife's California Natural Diversity Data Base and soils data. Live Oak will prepare a report of findings summarizing the results of the investigation, a vegetation map, and will recommend any required mitigation measures, if necessary.

2.4 CULTURAL RESOURCES

As a subconsultant to Kimley-Horn, WSA will prepare a records search and archaeological/historical survey for the proposed project area. The cultural resources analysis includes the following tasks:

Records/Literature Search

WSA will contact the California Historical Resources Information System, Northwest Information Center (NWIC) at Sonoma State University and request a records search of the Mary Avenue project area in the City of Sunnyvale, CA. The search will cover the entire project area and a minimum one-quarter mile radius adjacent

thereto. All previous cultural resource surveys, known historic or prehistoric sites, and listed or properties eligible for the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR) within the area of the literature search will be identified. Copies of applicable site records and survey reports for cultural resources identified within a ¼ mile radius of the project area will be made as necessary, and site locations will be plotted on USGS quad sheets. State and local historic site inventories will also be reviewed to identify the presence of any listed sites in the project vicinity. Additional literature on file at WSA on the history, prehistory and ethnography of the project areas will also be consulted. The NWIC's typical response time for records search requests is four to five weeks, but a Rapid Response service is available for a 50% surcharge. A Rapid Response request normally provides results in two to three weeks. For purposes of this scope of work, WSA recommends the Rapid Response service.

Native American Heritage Commission Consultation

WSA will contact the Native American Heritage Commission (NAHC) in Sacramento by letter with a description of the proposed project and a request for a listing of local, interested Native American representatives. The NAHC will be asked to review their Sacred Lands file for information on traditional or cultural lands within the project areas and vicinity. WSA will contact the individuals or tribal members on the contact list via certified letter and will provide a description of the project and a project area map. Input and comment will be solicited regarding individual knowledge about sacred sites or traditional lands within the project area. Follow-up phone calls will be made as necessary. A table indicating the results of contact and comments will be prepared and inserted into the Cultural Resources Report.

AB-52

Under AB 52, a project that may cause a substantial adverse change in the significance of a tribal cultural resource is defined as a project that may have a significant effect on the environment. In such an instance, the lead agency's environmental document must discuss the impact and whether a feasible alternative or mitigation measures could avoid or substantially lessen the impact. AB 52 requires lead agencies to provide notice to tribes that are traditionally or culturally affiliated with the geographic area of a project if they have requested notice of projects proposed within that area. If the tribe requests consultation within 30 days of receipt of the notice, the lead agency must consult with the tribe (Chou 2014).

On behalf of the project, and assuming the lead agency has received requests from Native American tribes that are traditionally or culturally affiliated with the project area for project notifications, WSA will prepare the required notification letters to the tribal entities who have contacted the lead agency, and will assist in coordinating other matters relative to this consultation.

Archaeological Survey

The majority of the project area has already been developed. The only unpaved areas are those within the Caltrans ROW. WSA will work with Kimley-Horn to access those areas within the ROW so they can be examined through a pedestrian archaeological survey. In accordance with CEQA Sections 15064.5 and 15126.4 and requirements in NHPA Section 106, unless recently surveyed by a qualified archaeologist as evidenced by a competent and current report on file at the NWIC, the unpaved portions of the project area will be examined by an archaeologist meeting federal criteria under 36 CFR 61 [Caltrans Environmental Handbook, Appendix B-1, Exhibit 4]. This is intended to be an intensive survey of the project area conducted to meet the requirements of CEQA and Section 106 and will be conducted to evaluate potential project impacts to cultural resources. The survey will be conducted at a maximum survey transect interval of 15 meters, if possible. Any newly discovered

historic (over 50 years of age) or prehistoric archaeological sites identified during the survey must be recorded, as required, on appropriate Department of Parks and Recreation Primary Record (DPR 523) and associated (e.g., Building-Structure-Object) forms. Any previously recorded archaeological sites identified within the project area as part of the NWIC records search must be re-located and a DPR 523-L Continuation/Update form must be prepared for each. For purposes of this proposal, it is assumed that only one previously recorded archaeological resource (CA-SCL-12/H) is present in the project area, and that no previously unknown archaeological sites will be identified during the survey. Any cultural resources discovered during the survey will be evaluated for significance (California Register of Historic Resources [CRHR] and National Register of Historic Places [NRHP] eligibility) in accordance with the criteria in 36 CFR 60.4. No subsurface testing will be conducted as part of this proposal.

Cultural Resources Assessment Report

WSA will prepare a Cultural Resources Assessment Report (CRAR) that will serve as the technical document in support of the EIR. The CRAR will include an environmental, cultural, and historic setting section, a description of the results of the literature and record search, the results of the archaeological survey, conclusions, recommendations, and rationale for further study, if necessary. If warranted, recommended mitigation measures will also be provided.

Upon the City's acceptance and approval of the report, a copy will be submitted, as required, to the Northwest Information Center at Sonoma State University.

2.5 GREENHOUSE GAS EMISSIONS

As a subconsultant to Kimley-Horn, Michael Baker International will prepare the greenhouse gas emissions analysis for the project. The greenhouse gas emissions analysis will include the following tasks:

Greenhouse Gas Emissions

Michael Baker will review the land use data and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from direct (i.e., construction and operational mobile sources) for each design option. As this project involves a roadway extension, emissions from indirect sources (i.e., energy/water consumption and wastewater/solid waste generation) would not occur. In addition, total GHG emissions from construction activities will be amortized into the GHG emissions inventory. CalEEMod will be used to quantify construction GHG emissions and operational emissions will be quantified with CARB's EMFAC2014 database. Impacts will be determined based on compliance with the City's *Climate Change Action Plan* (May 2014), the Moffett Park Specific Plan, as well as with applicable policies within the *General Plan*. Mitigation measures will be identified and incorporated, as necessary, to reduce potentially significant project GHG impacts.

Energy Conservation

The energy implications of the project will be assessed pursuant to Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines. These statutes and guidelines require an EIR to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The analysis will address energy consumption associated with short-term construction activities, long-term operations of the roadway facility. Additionally, if necessary, the assessment of environmental impacts on energy resources will include mitigation measures to reduce inefficient and unnecessary consumption of energy.

2.6 NOISE

As a subconsultant to Kimley-Horn, Michael Baker International will prepare the noise analysis for the project. The noise analysis will include the following tasks:

Existing Conditions

The applicable noise and land use compatibility criteria for the project area will be reviewed and noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. A site visit will be conducted and short-term noise level measurements will be taken along the project area. The noise monitoring survey will be conducted at up to four separate locations to establish baseline noise levels in the project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location. This scope excludes long-term (24-hour) measurements.

Construction-Related Noise and Vibration

Construction would occur during implementation of the proposed project. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations. An analysis of vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and Noise Ordinance specifications.

Operational Noise Sources

On- and off-site noise impacts from vehicular traffic from each design option will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. Impacts will be determined based on the noise contribution of each design option in combination with the City's Land Use Noise and Compatibility Matrix and Interior/Exterior Noise Guidelines.

2.7 PROJECT VISUAL SIMULATIONS

Kimley-Horn proposes up to four photosimulations to determine the project's impacts related to the potential change in character/quality. Professional photographs will be taken from multiple locations with a Fuji GX617 Panoramic camera, providing a 2.25 x 6-inch film transparency. Back-up shots will be taken using a Nikon D1X digital camera. Kimley-Horn will provide the City with the preliminary photographs, at which time the City will comment and approve up to four Key View photographs, which will then be simulated for the project.

Three-dimensional (3D) computer models will be prepared to simulate the project from up to four Key Views for three of the four project alternatives. This scope of work assumes that no photosimulations will be prepared for the "Removal of the extension from the General Plan" alternative. Site topography, paving, and landscape will be modeled at a level of detail that includes vegetation removal, topographic changes, exposed earth, and other significant objects. The simulated models will be masked onto the site photography described above. This task is limited to four photographic locations specified above. All modeled objects will be colored and textured utilizing advanced mapping techniques such as decals, transparency, and reflective maps. All available resources are used to create a depiction of the subject that is as close to photorealism as possible. This includes multiple light sources, shadows, and other creative

techniques. The rendered subject is superimposed into the photograph utilizing masking techniques that blend the two together seamlessly. Other items are also superimposed such as landscaping, trees, cars, and people as necessary to achieve realism.

3.0 PREPARATION OF ADMINISTRATIVE DRAFT EIR

3.1 INTRODUCTION AND PURPOSE

The Introduction section will cite the provisions of CEQA and the City of Sunnyvale CEQA implementation procedures for which the proposed project is subject to. This section will identify the purpose of the study and statutory authority as well document scoping procedures, summary of the EIR format, listing of responsible and trustee agencies, and documentation incorporated by reference.

3.2 EXECUTIVE SUMMARY

Kimley-Horn will provide an Executive Summary for the EIR including a Project Summary, an overview of project impacts, mitigation and levels of significance after mitigation, summary of project alternatives, and areas of controversy and issues to be resolved. The Environmental Summary will be presented in a columnar format.

3.3 PROJECT DESCRIPTION

The Project Description section of the EIR will detail the project location, background and history of the project, discretionary actions, characteristics, goals and objectives, phasing, agreements, and permits and approvals which are required for the project based on available information. This section will include a summary of the local environmental setting for the project. Exhibits depicting the regional and site vicinity will be included in this section. An aerial photograph will be included within the Project Description.

3.4 CUMULATIVE PROJECTS TO BE CONSIDERED

In accordance with Section 15130(b)(1)(a) of CEQA, this section provides a detailed listing of cumulative projects and actions under consideration for the analysis. Cumulative Impacts, the likelihood of occurrence and level of severity will be studied. The purpose of this section is to present a listing and description of projects, past, present and anticipated in the reasonably foreseeable future. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the proposed development. Kimley-Horn will consult with City staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis.

3.5 ENVIRONMENTAL ANALYSIS

Kimley-Horn will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual [direct/indirect] and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (Notice of Preparation responses, Public Scoping Meeting; and any other relevant and valid informative sources) also will be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. The Environmental Analysis section of the EIR will thoroughly discuss the existing conditions for each environmental issue area, and will identify short-term and long-term

environmental impacts associated with the project, along with their levels of significance. Feasible mitigation measures will be recommended to reduce the significance of impacts and identify areas of unavoidable significant adverse impacts even after mitigation.

The environmental documentation will assist in identifying constraints, modifications, and improvements which may be incorporated into the land planning process. This section will include analysis for the following environmental issue areas:

Aesthetics/Light and Glare

Kimley-Horn will evaluate the necessary information with respect to the potential adverse effects upon project implementation based on client-provided information. This section will identify potential short-term construction and long-term visual impacts associated with the project, potential light and glare, and the resultant levels of significance. Feasible mitigation measures will be recommended to reduce the significance of impacts and identify areas of unavoidable significant adverse impacts even after mitigation/minimizations.

This scope of work assumes that any visual simulations or renderings for the project will be prepared by the project's architect and provided electronically to Kimley-Horn. Kimley-Horn can provide visual simulations for the project upon request and authorization of an approved scope of work by the City.

Kimley-Horn also will address the potential for significant/adverse impacts from light and glare associated with project implementation. This analysis will include a light and glare impact discussion on any neighboring sensitive uses during construction (i.e., vehicle headlights and security lighting). Kimley-Horn will review and incorporate existing City policies and guidelines regarding light and glare for inclusion within the EIR.

Air Quality and Greenhouse Gases

Kimley-Horn will prepare the Draft EIR section addressing air quality and GHG/climate change aspects of the project. The section will discuss the existing environment; applicable laws, ordinances, regulations, and standards; applicable significance criteria and thresholds; the analysis methodology used; the analysis itself; the resulting impact findings related to CEQA significance and regulatory compliance; mitigation measures; and conclusions. Refer to Task 2.1, above, for additional information.

Biological Resources

This section of the EIR will evaluate the biological conditions of the project site. Most of the project area has been previously disturbed from development and is surrounding by urban uses and developed areas. This section will discuss key issues related to biological resources within the Caltrans right-of-way; including, tree removal, and nitrogen deposition. The analysis will recommend mitigation measures as appropriate to reduce potential impacts.

Cultural Resources

This section of the EIR will address the potential cultural resources impacts associated with construction and operation of the proposed project. It will describe the cultural background and setting of the project

area, the regulatory setting, and will provide the results of cultural resources surveys and analyses conducted for the proposed project. Potential impacts on cultural resources that could result from the project, including prehistorical and historical archaeological sites and paleontological discoveries, will also be discussed and feasible mitigation measures will be provided. This section will be prepared based on information and analysis contained in the applicant's Cultural Resources Study.

Geologic Hazards

Kimley-Horn will address potential impacts to geology, soils and seismicity based on information provided in the City's General Plan, and any preliminary geotechnical investigation prepared for the site. Kimley-Horn will draw upon the EIRs prepared for the Mary Avenue Extension, Peery Park, and Moffett Park Specific Plan to identify the existing regional geology and soils constraints (such as compressible soils, landslide hazards, disruptions, displacements, compaction, or over covering of the soil, and areas subject to subsidence), areas potentially subject to significant grading impacts, seismic hazards, existing topography, landform modifications, drainage wind and/or water erosion potential of the soils on the project site and surrounding area.

Hazards and Hazardous Materials

This section of the EIR will incorporate updated hazardous materials data provided by the project applicant. This analysis will include any relevant historical data from the Mary Avenue Extension, Peery Park, and Moffett Towers II EIRs. This section will be prepared consistent with the significance criteria given in Appendix G of the CEQA Guidelines and applicable federal, state, and local standards. Mitigation measures will be provided, as appropriate, to reduce potential project impacts.

Hydrology and Water Quality

Water quality issues and mitigation will be incorporated into a Hydrology and Water Quality section that will address the potential impacts to water quality from the proposed development. This section will address areas of potential impacts to water quality and provide remediation measures (best management practices) that would reduce the presence of contaminants in runoff water and groundwater infiltration from the project site both during construction and post development.

Land Use Compatibility

Kimley-Horn will analyze the relationship of the project to all applicable ordinances and planning policies. The review will be based, in part, upon the project application provided by the applicant, as well as current/applicable City ordinances and policies including the City's General Plan, Peery Park Specific Plan, and the Moffett Park Specific Plan, and zoning and environmental data available from the City.

Kimley-Horn will evaluate the appropriateness of the proposed uses at the project site in comparison to surrounding uses. The spatial relationship of on-site uses will be analyzed. Environmental plans applicable for the project area will be studied including the Moffett Field Airport Land Use Compatibility Plan, and other Policy documents, as deemed appropriate. Kimley-Horn will identify and analyze the consistencies and potential inconsistencies of the project with the surrounding uses.

Kimley-Horn intends to utilize information available from the City, as well as the NOP process and Public Scoping Session to identify particular concerns and any potential for public controversy. In addition, Kimley-

Horn will discuss the intensification of uses on-site and identify potential project and cumulative impacts. Kimley-Horn will recommend mitigation measures to reduce potential impacts to the extent feasible.

Noise

This section of the EIR will address the potential noise impacts associated with construction and operation of the proposed project. The noise section will describe the existing conditions on the proposed project site, the regulatory setting, the impacts of the proposed project, and feasible mitigation measures to reduce impacts. This section will be prepared based on information and analysis contained in the Environmental Noise Assessment provided by the applicant.

Public Services and Utilities

Kimley-Horn will contact potentially affected agencies to identify relevant existing conditions, project impacts and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension or expansion of new facilities, the increased demand on services based on the proposed land uses.

Traffic and Circulation

The purpose of this section is to evaluate existing traffic conditions and the potential traffic impacts of the proposed project. The evaluation will consider impacts on local roadways, intersections, and regional facilities, as well as proposed project access and internal circulation. Mitigation measures will be recommended to avoid or lessen impacts, as necessary. This evaluation will be based on the Final Traffic Impact Assessment to be provided by the applicant.

3.6 GROWTH INDUCEMENT

Kimley-Horn will discuss potential growth-inducing impacts pursuant to the State CEQA Guidelines Section 15126.2. The analysis in this section will be based on data prepared by the Association of Bay Area Governments, Bay Area Plan, California Department of Finance, and U.S. Census data as applicable. The project's potential to induce more growth in the surrounding area will be discussed and mitigation for any potential impacts will be recommended.

3.7 CUMULATIVE IMPACTS

In accordance with the State CEQA Guidelines Section 15130, Kimley-Horn will discuss cumulative impacts for each environmental issue area identified above, focusing on cumulative impacts and levels of severity in the project area at a quantitative and qualitative level. The analysis will include potential future development within the vicinity of the project site. The analysis will focus upon cumulative impacts from recently approved and/or pending projects in proximity. Kimley-Horn will work closely with City Staff to identify applicable approved and/or pending projects that should be considered for analysis within the Project Area.

3.8 ALTERNATIVES TO THE PROPOSED ACTION

Pursuant to the State CEQA Guidelines Section 15126.6, Kimley-Horn will provide an analysis of up to three (3) alternatives for the proposed project. Kimley-Horn proposes to include an analysis of the “No Project/No Development” alternative, in addition to the four options to be addressed in the EIR analysis. Kimley-Horn will work with the City to identify another alternative as needed. Should additional alternatives be raised for consideration during the NOP process, Kimley-Horn will review these suggested Alternatives with the City and (as appropriate, with the Project Team) to determine whether or not they merit further consideration and analysis in the EIR.

This section will also include alternatives that were considered and eliminated from further consideration that may include, but not be limited to, a “Relocating the Project to another Area” alternative. The City will be seeking a sufficient level of detail to allow decision makers to gain a greater understanding of all alternatives should a determination be rendered to support an alternative development scenario. This alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements.

3.9 ADDITIONAL SECTIONS

Kimley-Horn will provide additional sections in the EIR to meet CEQA and City requirements including the following:

Effects Found Not To Be Significant. Kimley-Horn will provide a qualitative explanation of issues checked “no” in the City’s Initial Study in order to substantiate the conclusions of the Initial Study.

Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented. The section will be a list of unavoidable adverse impacts associated with the proposed project.

Significant Irreversible Environmental Changes Which Would Be Involved In the Proposed Action Should It Be Implemented. This section will discuss changes in the environment and uses on non-renewable resource which will occur as a result of the proposed project which can be considered irreversible or irretrievable will be evaluated and discussed within this section of the EIR.

Energy Conservation. This section will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines. These statutes and guidelines require an EIR to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The analysis will analyze energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation. Additionally, the assessment of environmental impacts on energy resources will include mitigation measures to reduce inefficient and unnecessary consumption of energy.

Organizations and Persons Consulted/References. Any federal, state, or local agencies, other organizations and private individuals consulting in preparing the EIR will be listed in this section. Kimley-Horn will provide a complete list of reference materials used in preparation of the EIR.

3.10 GRAPHIC EXHIBITS

The EIR will include a maximum of twenty (20) exhibits to enhance the written text and clarify the proposed project environmental impacts. Using computer design equipment, our in-house graphic design team will

create professional quality, black and white or full color exhibits, dividers and covers for the EIR and Appendices. All exhibits will be 8.5" x 11" in size, unless otherwise requested.

4.0 DRAFT ENVIRONMENTAL IMPACT REPORT

4.1 SCREENCHECK DRAFT AND DRAFT EIR

Kimley-Horn will provide ten (10) copies of the Administrative Draft EIR and technical studies. One (1) electronic copy will also be provided in WORD or PDF format (City to determine preference for format).

Kimley-Horn will respond to a single complete set of City comments on the Administrative Draft EIR, complete necessary revisions, and prepare and publish the "Screencheck" Draft EIR. Revisions will be prepared in conformance with the Scope of Work. All revisions will be provided in strikeout/underline. The Screencheck Draft document will also be provided electronically in Word. Kimley-Horn will provide 10 copies of the Screencheck Draft EIR and technical studies.

Kimley-Horn will respond to a second complete set of City comments on the Screencheck Draft EIR, complete necessary revisions, and prepare and publish the Draft EIR for public circulation and review.

4.2 COMPLETION OF DRAFT EIR

Kimley-Horn will prepare the Draft EIR for the required 45-day public review period. Kimley-Horn will prepare and file 15 copies of the Draft EIR (EIR summary with EIR and technical appendices on CD) and Notice of Completion (NOC) with the Office of Planning and Research (OPR) State Clearinghouse. Kimley-Horn will provide the City with proof of submitting documents to OPR. Kimley-Horn will also work with the City to develop a distribution listing for the Notice of Availability and Draft EIR. This scope of work assumes that the City will be responsible for the distribution of the Draft EIR and Notice of Availability.

Kimley-Horn will coordinate with City staff to determine the number of copies needed to distribute the Draft EIR. This scope of work assumes Kimley-Horn will provide the City with twenty to thirty (20-30) copies of the Draft EIR (with appendices provided electronically on CD) and five (5) sets of the complete technical appendices in hard copy. Kimley-Horn will provide the City with electronic copies of all Draft documents in PDF format.

5.0 RESPONSE TO COMMENTS

5.1 PREPARE RESPONSE TO COMMENTS

Kimley-Horn will respond to all written and verbal comments received during the Draft EIR public review period. Kimley-Horn will prepare thorough, reasoned and sensitive responses to relevant environmental issues. This task includes written responses to both written and verbal comments received on the Draft EIR (includes review of hearing transcripts, as required).

The Draft Responses to Comments will be prepared and submitted for review by City staff. Following review of the Draft Responses to Comments, Kimley-Horn will finalize this section for inclusion in the Administrative Final EIR. Kimley-Horn recommends a one-day City/Kimley-Horn Team workshop to review Draft EIR comment letters and develop (and/or strategize) on responses to comments, to expedite the schedule and facilitate City review. Given the controversial nature of the project, the scope of work

assumes up to 120 hours (including 40 hours for Transportation Planning staff for comments related directly to Traffic and the TIA) to respond to the comments on the Draft EIR.

5.2 DISTRIBUTION TO COMMENTING AGENCIES

Following review of the Draft Responses to Comments, Kimley-Horn will finalize this section for inclusion in the Administrative Final EIR. Up to fifteen (15) copies of the responses to comments will be submitted to all commenting parties and the Planning Department in advance of the Planning Commission hearing.

6.0 FINAL EIR

6.1 ADMINISTRATIVE AND FINAL EIR

The Final EIR will consist of the revised Draft EIR text, as necessary, and the Responses to Comments section. The Draft EIR will be revised in accordance with the responses to public comments on the EIR. To facilitate City review, Kimley-Horn will format the Final EIR with underlined text for any new or modified text, and “strike out” any text that has been deleted from the Draft EIR. Kimley-Horn will incorporate the response to comments, mitigation monitoring and reporting program, and other relevant data, as determined necessary, into the Final EIR.

Kimley-Horn will prepare the Final EIR within two weeks of certification for the City. Kimley-Horn will print and mail the Final EIR with appendices and exhibits to commenting agencies pursuant to CEQA Section 21092.5, cooperating agencies and interested parties. In addition, Kimley-Horn will prepare and file the Notice of Determination (NOD) within five days following project approval.

6.2 FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

Kimley-Horn will provide administrative assistance to facilitate the CEQA process including the preparation of the Notice of Determination, Statement of Overriding Considerations and Findings for City use in the project review process. Kimley-Horn will prepare the Findings in accordance with the provisions of Section 15091 and 15093 of the State CEQA Guidelines and in a form specified by the City. Kimley-Horn will submit the Draft Findings for City review and will respond to one consolidated set of City comments.

6.3 MITIGATION MONITORING AND REPORTING PROGRAM

Following EIR certification, Kimley-Horn will prepare a Mitigation Monitoring and Reporting Plan (MMRP) as part of the Final EIR to comply with the Public Resources Code Section 21081.6 (AB 32180). The MMRP will identify, discuss, and develop appropriate monitoring programs for any impacts that may be associated with the short-term construction and/or long-term operation and maintenance of the project.

The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Mitigation Monitoring and Reporting Program for the proposed project. The Checklist indicates the mitigation measure number as outlined in the EIR, the EIR reference page (where the measure is documented), a list of Mitigation Measure/Conditions of Approval (in chronological order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the

measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks. Kimley-Horn will prepare a Draft Mitigation Monitoring and Reporting Program which will be submitted to the City for review at the Administrative Final EIR milestone submittal. Kimley-Horn will respond to one (1) consolidated set of City comments on the Draft Mitigation Monitoring and Reporting Program.

7.0 PROJECT MEETINGS AND COORDINATION

7.1 COMMUNITY OUTREACH

As a subconsultant to Kimley-Horn, Eileen Goodwin of Apex Strategies, will conduct the public outreach – community meetings in conjunction with City staff. The public outreach will consist of six Community Outreach Meetings to be held throughout the preparation of the Draft EIR. The schedule and locations for the meetings will be determined in conjunction with City staff. This task includes a Public Outreach meeting during the public review comment period for the draft EIR. The Kimley-Horn team will be responsible for the meeting materials and taking notes during the meetings.

7.2 PROJECT COORDINATION

Alex Jewell, Kimley-Horn Senior Project Manager, will be responsible for management and supervision of the EIR project team as well as consultation with the City Staff to incorporate City policies into the EIR. Alex Jewell will undertake consultation and coordination of the project and review the EIR for compliance with CEQA requirements and guidelines and City CEQA procedures. Kimley-Horn will coordinate with state and local agencies regarding this environmental document. Alex Jewell will coordinate with all technical staff, consultants, support staff and word processing toward the timely completion of the EIR.

7.3 MEETING ATTENDANCE

Laura Worthington-Forbes, Kimley-Horn Principal-in-Charge, and Alex Jewell will attend staff meetings and will represent the project team at public hearings and make presentations as necessary. Kimley-Horn anticipates several meetings with City staff, including a “kick-off meeting”, progress meetings, public meetings and hearings. Laura Worthington-Forbes and Alex Jewell along with other key Project Team personnel will also be available to attend meetings with affected jurisdictions, agencies and organizations as needed to identify issues, assess impacts and define mitigation. This scope of work assumes 100 hours for meeting attendance. Any additional amount of time beyond this initial budget will require approval from the client.

Additionally, Kimley-Horn TIA staff will participate in up to six (6) meetings with City staff and an additional ten (10) community meetings or City advisory Boards/Commissions/Council. Other coordination with agencies is assumed to occur via telephone or email. If attendance at other meetings or public hearings is requested, such attendance will be subjected to a contract amendment.

DOCUMENT DELIVERABLES

One (1) redlined Review Copy of each Technical Study.

One (1) memorandum of Comments for each Technical Study.

Twenty-five (25) copies of the Notice of Preparation.

Ten (10) copies of the Administrative Draft Environmental Impact Report, Exhibits and Technical Appendices.

Ten (10) copies of the Screencheck Draft Environmental Impact Report, Exhibits and Technical Appendices

Fifteen (15) copies of Executive Summary attached to fifteen (15) Draft EIR CDs and fifteen (15) copies of the printed NOC form

Twenty (20) to Thirty (30) printed copies of the Draft EIR, to be decided in coordination with City Staff, with technical appendices provided on CD. Two (2) hard copies of the Draft EIR and Technical Appendices in its entirety.

One (1) camera-ready original of the Draft EIR, Exhibits, and Technical Appendices.

Ten (10) copies of the Responses to Comments.

One (1) camera-ready original of the Responses to Comments.

Notice of Determination Filing.

One (1) camera-ready Final Findings and Statement of Overriding Considerations.

One (1) camera-ready Final Mitigation Monitoring Program.

One (1) electronic copy of the Final Environmental Impact Report.

REIMBURSABLE EXPENSES

Kimley-Horn has included a budget amount within this proposal to cover the direct costs for the project including, but not limited to, printing, plotting, reproduction, in-house reproduction, working drawings, progress prints, mileage, messenger service, and overnight deliveries.

EXHIBIT "B"

Mary Avenue EIR
Fee Schedule
August 11, 2016

	Project Principal	Project Manager	Senior Design Engineer	Senior Engineer	Project Engineer	Civil Analyst II	Civil Analyst I	Senior Environmental Planner	Environmental Planner	Graphics	Production Support	Total	Subs - Tech Reports	Document Reproduction	Total
ENVIRONMENTAL SCOPE OF WORK	\$ 285.00	\$ 210.00	\$ 240.00	\$ 220.00	\$ 175.00	\$ 145.00	\$ 125.00	\$ 185.00	\$ 115.00	\$ 110.00	\$ 110.00	Hours			Cost
1.0 Project Scoping															\$ 11,770
1.1 Research and Investigation		4										4			\$ 840
1.2 Agency Consultation and Scoping/AB 52		4										4			\$ 840
1.3 Notice of Preparation	2	4						40		4	4	54		\$400	\$ 10,090
2.0 Preparation of Technical Studies															\$ 345,405
2.1 Transportation Impact Analysis															\$ 281,265
2.1.1 Data Collection				4	10	30	20				6	70	\$5,625		\$ 15,765
-Optional 10 Additional Intersection -Staff Authorization required															\$ 47,500
2.1.2 Traffic Modeling					20							20	\$11,550		\$ 15,050
2.1.3 Baseline Traffic Analysis		0		0	40	180	95	0	0	0	0	315			\$ 44,975
2.1.4 Alternatives Traffic Analysis		0		0	98	220	120	0	0	0	0	438			\$ 64,050
2.1.5 VMT Analysis				4	10	40						54			\$ 8,430
2.1.6 Cost Estimates/Engineering Design Support			40		60		100					200			\$ 32,600
-Optional Cost Estimate Task -Staff Authorization required			40		60							100			\$ 20,100
2.1.7 Admin Draft TIA				10	10	60	25				6	111		\$200	\$ 16,635
2.1.8 Draft TIA				6	10	20	10				6	52		\$200	\$ 8,080
2.1.9 Final TIA				6	10	20	10				6	52		\$200	\$ 8,080
2.2 Air Quality Study												0	\$10,100		\$ 10,100
2.3 Biological Resource Assessment												0	\$6,800		\$ 6,800
2.4 Cultural Resources Assessment												0	\$10,500		\$ 10,500
2.5 Greenhouse Gas Emissions Analysis												0	\$5,600		\$ 5,600
2.6 Noise Analysis												0	\$11,640		\$ 11,640
2.7 Visual Simulations												0	\$19,500		\$ 19,500
3.0 Preparation of Administrative Draft EIR															\$ 70,905
3.1 Introduction and Purpose		1						4			1	6			\$ 1,060
3.2 Executive Summary		1						4			1	6			\$ 1,060
3.3 Project Description		8						8			1	17			\$ 3,270
3.4 Cumulative Projects to be Considered		1						4				5			\$ 950
3.5 Environmental Analysis												0			\$ -
A. Aesthetics/Light and Glare		1						16			1	18			\$ 3,280
B. Air Quality		1							4		1	6			\$ 780
C. Biological Resources		1							8		1	10			\$ 1,240
D. Cultural Resources		4						16			1	21			\$ 3,910
E. Geology and Soils		1						11			1	13			\$ 2,355
E. Greenhouse Gas Emissions		1							4		1	6			\$ 780
F. Hazards and Hazardous Materials		1						8			1	10			\$ 1,800
G. Hydrology and Water Quality		1						8			1	10			\$ 1,800
H. Land Use Compatibility		1						8			1	10			\$ 1,800
I. Noise		1							4		1	6			\$ 780
J. Public Services and Utilities		1						12			1	14			\$ 2,540
K. Traffic and Circulation		4						36				40			\$ 7,500
3.6 Growth Inducement		3						8				11			\$ 2,110
3.7 Cumulative Impacts		8						16				24			\$ 4,640
3.8 Alternatives to the Proposed Action		1						20				21			\$ 3,910
3.9 Additional Sections		1						8			1	10			\$ 1,800
3.10 Graphic Exhibits		4						2		40		46		\$2,500	\$ 8,110
3.11 QA/QC Review	30	16									32	78			\$ 15,430
4.0 Draft Environmental Impact Report															\$ 30,100
4.1 Screencheck Draft EIR	8	12						24		4	24	72		\$2,500	\$ 14,820
4.2 Completion of the Draft EIR	8	10						20		4	16	58		\$5,000	\$ 15,280
5.0 Response to Comments															\$ 25,840
5.1 Prepare Response to Comments	4	50		10	20	20		16		4	6	130			\$ 24,300
6.2 Distribution to Commenting Agencies		1						6			2	9			\$ 1,540
6.0 Final EIR															\$ 24,420
6.1 Administrative and Final EIR	8	8						16		6	16	54		\$4,000	\$ 13,340
6.2 Findings and Statement of Overriding Considerations	2	8						24		2	1	37			\$ 7,020
6.3 Mitigation Monitoring and Reporting Program	2	8						8		2	1	21			\$ 4,060
7.0 Meetings and Coordination															\$ 100,310
7.1 Community Outreach Program	12	24		80		40		24			20	200	\$13,200		\$ 51,700
7.1 Project Coordination	16	50						10				76			\$ 16,910
7.2 Meeting Attendance	20	80		24		24					4	152			\$ 31,700
Document Reproduction														\$15,000	\$ 15,000
TOTAL HOURS	112	325	80	144	486	1054	595	377	20	66	165	3424			
*Percent of Total Labor (Hours)	3.3%	9.5%	2.3%	4.2%	14.2%	30.8%	17.4%	11.0%	0.6%	1.9%	4.8%				
SUBTOTAL LABOR COSTS	\$31,920	\$68,250	\$19,200	\$31,680	\$85,050	\$152,830	\$74,375	\$69,745	\$2,300	\$7,260	\$18,150		\$94,515	\$15,000	\$ 623,750
TOTAL LABOR COSTS															\$ 623,750

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 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$1,000,000 per occurrence.

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** policy shall contain, or be endorsed to contain, the following provisions:

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

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

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