

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF  
SUNNYVALE AND WMH CORPORATION FOR THE BERNARDO  
UNDERCROSSING PRELIMINARY DESIGN AND ENVIRONMENTAL REVIEW  
PROJECT**

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

WHEREAS, CITY desires to secure professional services necessary for preliminary design, preparation of environmental review documents, and related services for a project known as Bernardo Undercrossing Preliminary Design and Environmental Review 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 Sean Charles 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 completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A".

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 Sixty Nine Thousand Seven Hundred Thirty Seven and No/Dollars (\$569,737.00), for the duration of the contract, and optional services in an amount not to exceed Sixteen Thousand Eight Hundred Forty and No/Dollars (\$16,840.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Five Hundred Eighty Six Thousand Five Hundred Seventy Seven and No/Dollars (\$586,577.00) 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 sent by first class with postage prepaid, or sent by commercial courier, to addressed below.as follows:

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

To CITY: Ria Lo, Traffic/Transportation Manager  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: William Hadaya, PE, President  
WMH Corporation  
50 West San Fernando Street #950  
San Jose, CA 95113

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations

contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Records, Reports and Documentation

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

24. Termination of Agreement

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. 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:

WMH CORPORATION ("CONSULTANT")

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

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

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



Preparation of  
Preliminary Design and Environmental Review for the  
**Bernardo Undercrossing Project**

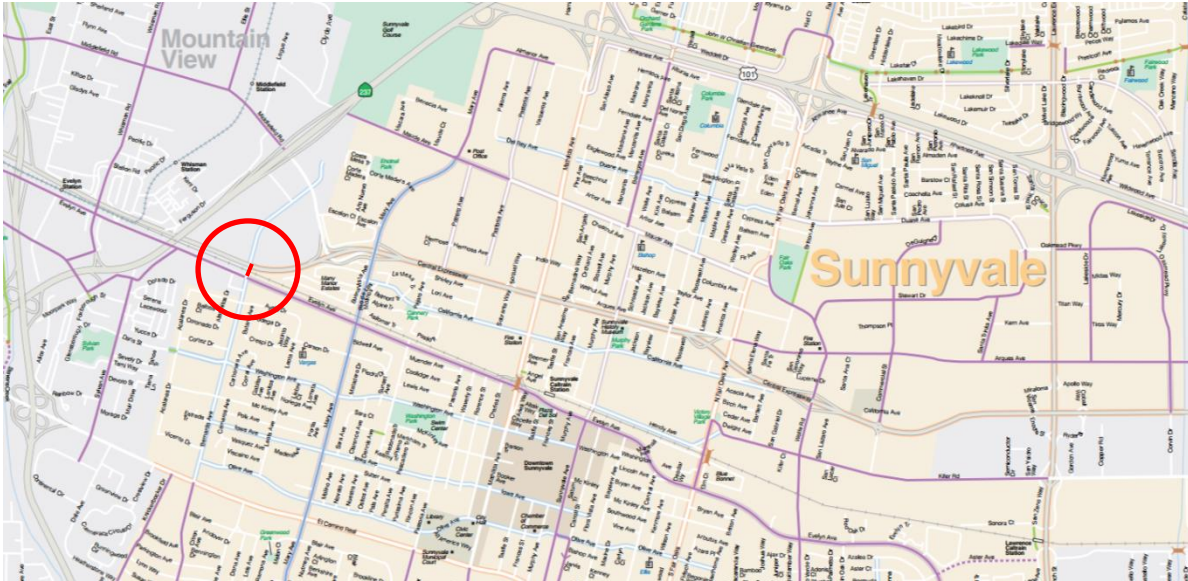
## SCOPE OF WORK

## Exhibit A

### BACKGROUND

*The Bernardo Undercrossing Project will provide a pedestrian and bicycle crossing beneath the Caltrain railroad tracks on Bernardo Avenue. The tunnel would provide a safe and attractive non-motorized transportation crossing approximately half a mile north of the more challenging at-grade crossing of the Caltrain line at Mary Avenue.*

FIGURE 1: STUDY AREA



*This connection would fill a critical gap in both the local and regional bicycle networks by providing safe and convenient access between Sunnyvale neighborhoods and employment destinations to the north. It would also help to connect east-west routes along Middlefield Road in Mountain View and California Avenue in Sunnyvale. By enhancing pedestrian and bicycle connectivity, the Bernardo Undercrossing Project contributes to achievement of General Plan policies related to reducing traffic congestion, enhancing transportation safety, providing alternatives to driving, and increasing the bicycle and pedestrian mode share.<sup>1</sup>*

*The City has undertaken a cursory assessment of bicycle undercrossing facilities in Santa Clara County and has identified potential design criteria (“VIVID”) associated with successful facilities:*

- *Visibility: avoid blind corners and hidden spaces with no eyes on the street*
- *Inclusion: ensure ADA accessibility and sufficient width for pedestrians and bicyclists*
- *Vistas: provide intrinsic wayfinding and orient entrances to wider networks and land uses*
- *Identity: design the undercrossing as a public space and gateway element*
- *Directness: avoid out-of-direction travel within the undercrossing and along approaches*

*In reflection of changes in understanding of good pedestrian and bicycle design as well as standards and conditions along the Caltrain corridor, the City of Sunnyvale would be interested in reconsidering the undercrossing design relative to the 2004 Feasibility Study. The undercrossing design should meet*

<sup>1</sup> General Plan Policies LT-1.8d, LT-1.9a, LT-4.3c, LT-5.1e, LT-1.9b, LT-4.13e, LT-5.1g, LT-5.5a, LT-5.5d, LT-5.5e, LT-5.9

## Bernardo Undercrossing Project

*current Caltrain standards and maximize the potential success of the project in attracting non-motorized transportation users, enhancing area vitality, and contributing to placemaking.*

### DESCRIPTION

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*The City of Sunnyvale is seeking development of a safe, attractive, and efficient design, as well as environmental review of the Bernardo Undercrossing Project. The project scope includes the design of the undercrossing itself as well as making recommended improvements to the approach conditions utilizing complete streets design within at least a 400-foot radius of the undercrossing entrances.*

*In light of the available budget and likely environmental clearance requirements, the level of design (City would like to achieve 30% design level) and environmental clearance (initial study and appropriate environmental clearance) is specified below.*

*The following elements are included as part of this scope of work:*

### TASK 1: PROJECT INITIATION AND MANAGEMENT

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***Project management includes project kickoff, regular update meetings, frequent communications with the City, hosting of a file sharing site or ftp site for the project duration, validation of key results, and quality control of all work products. Regular update meetings will include up to three in-person meetings with staff from various Divisions within the City.***

#### PROJECT KICKOFF

As an early activity, the WMH Team will prepare for (utilizing existing data and available mapping), facilitate, attend and document a working session kick-off meeting with the City and other stakeholders to define the overall project study limits and agree upon the project purpose and need. At this time, the WMH Team will provide the City with a data request with suggested dates for delivery of each data request item.

#### CLIENT COMMUNICATION AND COORDINATION

In conjunction with the City Project Manager, the WMH Team will prepare for, schedule, and conduct 3 meetings in-person with staff from various Divisions within the City to address and resolve specific project issues and promote consensus building between the various entities. Additionally, technical briefings with City Project Manager will be conducted bi-weekly (24 meetings) via informal phone conferences and/ or in person to provide regular updates on project progress.

#### FILE SHARING

WMH will establish and maintain an external project ftp site for document sharing with the WMH Team, City, and approved stakeholders. Documentation collected, developed, and received during project development will be stored on the ftp site using the WMH project filing system.

#### SCOPE, SCHEDULE, AND BUDGET CONTROLS

WMH will work closely with the City Project Manager to ensure that each of the project's goals, objectives and critical issues are clearly identified and consistent with the documented scope. Any potential project changes will be reported to the City, including impacts to scope, schedule and cost, and any changes to the agreed will not be made without City approval.

WMH will develop and maintain a critical path method (CPM) schedule, listing all major activities and their durations, utilizing *MS Project* software and submit for City of Sunnyvale's concurrence. Tasks will be linked logically and will be sufficiently detailed to allow them to be monitored by physical percent complete. Completion of tasks and submittal of deliverables are developed to occur in a logical sequence and controlled by the base schedule. Necessary resources will be assigned and team members will be made aware of task durations and submittal dates in advance of a specific task being initiated. Reviewers will be made aware when submittals are scheduled so their time can be allotted

## Bernardo Undercrossing Project

for reviews. The CPM schedule will be updated on a monthly basis for discussion with the City Project Manager.

Project budget control will be accomplished by utilizing the WMH cost accounting system which has been customized to allow for the weekly transfer of spent cost directly into WMH's web-based project manager reporting system. This allows for the ability to obtain detailed reports on the financial status of the project on a weekly basis. Budget control reporting to the City Project Manager will be implemented through the invoicing process to provide current cost information and progress on deliverables and services performed. Detailed progress reports are included to relay information on project expenditures. Invoices and progress reports will be submitted on a monthly basis.

### QUALITY CONTROL

WMH will develop a Project Quality Control Plan (PQCP) to assure the procedures are applied on all aspects of project work and deliverables. The PQCP establishes a process for checking, correcting, and back-checking design calculations, plan sheets, quantity take-offs, estimates, specifications, and reports. The PQCP will include appropriate "check lists" that assure product quality and the validation of key results.

### TASK 1 - DELIVERABLES

- Project Kick-off Exhibits (3 Large Plots)
- Data Request Log
- Meeting Agendas and Summaries
- Project FTP Site
- CPM Schedule
- Monthly Invoices and Progress Reports
- Project Quality Control Plan

### TASK 2: DOCUMENT REVIEW & EXISTING CONDITIONS ANALYSIS

***Existing conditions analysis includes analysis of multimodal transportation conditions, context, and utilities within the study area, as well as review of all relevant policies and requirements associated with the project including the General Plan and VTA Countywide Bicycle Plan. As part of this effort, multimodal traffic counts will be conducted at a number of intersections including Central Expressway/Bernardo Avenue.***

***In addition, the existing conditions analysis includes non-motorized transportation counts and a brief user satisfaction survey at other pedestrian/bicycle undercrossings in Santa Clara County.***

### EXISTING CONDITIONS REVIEW

The WMH Team will obtain Sunnyvale, Caltrain, Mountain View, and County Access Encroachment Permits to conduct site investigations, take photographic records, and verify topographic mapping features.

The WMH Team will obtain and review available data and create an electronic project basemap for use in the Preliminary Design Development Task below. Information may be obtained from Sunnyvale, Caltrain, Mountain View, County, other government agencies or organizations, or private utility owners. Data to be reviewed includes:

- As-built plans
- Details of planned development projects affecting the project area
- Previous report(s) or documents related to the study area and adjacent projects
- Right-of-way/ Easement records
- Traffic and Accident Data
- Existing Utility information

## Preparation of

Preliminary Design and Environmental Review for the

# Bernardo Undercrossing Project

- Aerial photos and digitized topography from 2015 Caltrain planimetric mapping
- Survey control data

## **POLICY/ DOCUMENT REVIEW**

The WMH Team will perform a review of all relevant policies and requirements associated with the project including the General Plan, 2017 Land Use and Transportation Element (LUTE), and VTA Countywide Bicycle Plan.

## **PRELIMINARY DESIGN SURVEYS (TASK 2A)**

RSE will review the 2015 Caltrain planimetric (aerial photography and topographic mapping) mapping for accuracy and completeness, and supplement with limited topographical field survey data needed to complete conceptual design of the project. Preliminary design surveys are anticipated to locate key details (e.g. drainage facilities, positive utility markout locations, sign structures, and rail features).

## **UTILITY AND RIGHT-OF-WAY REQUIREMENTS**

WMH will assist the City in requesting existing utility information from utility owners within the project vicinity. Utilizing existing GIS data and hardcopy owner mapping, WMH will prepare basemaps of the existing utility facilities. WMH will perform field reviews to validate and adjust the utility facility mapping based on the actual field conditions.

WMH and RSE will review existing R/W maps and tax assessor data to identify affected and/or adjacent properties. Based on the available City data, WMH will prepare a conceptual R/W cost.

## **POSITIVE UTILITY LOCATING (TASK 2B)**

Once the utility facility basemaps are validated, WMH will prepare a positive location plan that will be verified with the City Project Manager. Based on this plan, the field work, comprised of electronic locating (Ground Penetrating Radar (GPR) and tracing up to six feet in depth), will be conducted. (Note: Potholing and detailed field surveys to positively locate utilities will be performed in PS&E phase.)

## **MULTI-MODAL TRAFFIC COUNTS**

Parisi will conduct weekday 2-hour peak counts at Bernardo/Evelyn and Bernardo/Central Expressway. Parisi will also compile data into a level-of-service analysis for both locations in order to support the identification of feasible alternatives and define the primary design elements for further study.

## **NON-MOTORIZED COUNTS/ USER SATISFACTION SURVEYS**

Parisi will conduct non-motorized transportation counts, travel time assessments, and a brief user satisfaction survey at six similar pedestrian/bicycle undercrossings in Santa Clara County. Locations may include other railway undercrossings such as Homer Avenue undercrossing in Palo Alto, and roadway undercrossings such as the Stevens Creek Trail undercrossing at El Camino Real.

## **EXISTING CONDITIONS ANALYSIS**

Parisi will utilize policy/ document review findings, multi-modal traffic counts taken at the project site, and the non-motorized transportation counts and user satisfaction surveys discussed above to perform an existing conditions analysis and document their findings in a memorandum.

## **TASK 2 - DELIVERABLES**

- Utility Basemapping
- Conceptual R/W Cost
- Existing Conditions Analysis Memorandum
- Preliminary Design Surveys (Task 2A)
- Positive Utility Locating (Task 2B)



## TASK 3: COMMUNITY ENGAGEMENT

***Community engagement will occur throughout the course of the project. Specific engagement strategies will occur during existing conditions review, alternatives development, and preferred design selection stages. Engagement processes will encourage participation by a diverse spectrum of the community including minority and low-income communities that may be affected by the project and may include innovative strategies such as attendance at existing community events and pop-up workshops. Community engagement will include at least three workshops (or rounds of pop-up workshops) plus an informational session with Sunnyvale BPAC.***

### **PUBLIC OUTREACH PLAN**

In conjunction with the City Project Manager, the WMH Team will develop a Public Outreach Plan that outlines project goals, messages, tools and techniques, project protocols, an anticipated schedule for activities, and contact information.

### **PUBLIC OUTREACH MEETINGS AND PUBLIC HEARINGS**

For formal Public Outreach Meetings, which are assumed to be held at City facilities and presented by the City Project Manager, the WMH team will assist the City Project Manager in creating the agenda and format, prepare presentation and meeting materials, facilitate the meeting, and write a summary (summarizing attendance, questions, and public input received at the workshop or via e-mail). For informal Public Meetings, City Project Manager will utilize previously prepared materials to discuss the project with the public, the WMH Team will assist with documentation of the events. Activities related to public outreach meetings and public hearings are as follows:

#### Round 1: Initial Input

- Prepare for, facilitate, attend and document (WMH, APEX, and Parisi) a formal Public Outreach Meeting shortly after Project Kick-off to discuss the project purpose/need and receive public input on issues/ concerns within the project area.
- Support the City Project Manager, by providing display materials, for her plotting and use in attending up to 4 informal Public Events (farmers markets, etc.) to receive public input on the proposed project and any issues/ concerns within the area.

#### Round 2: Preferred Design

- Prepare for, facilitate, attend and document (WMH, and APEX) up to 4 informal Community Stakeholder (business community groups, home owners associations, etc.) Workshops to receive public input on the project alternatives and any issues/ concerns within the area.
- Prepare for, facilitate, attend and document (WMH, APEX, DPA) a formal Public Information Meeting, such as a combined BPAC and City Council study session, as part of the Environmental Circulation Process to receive public input on the project alternatives and the environmental document.

#### Round 3: Adoption

- Prepare for, facilitate, attend and document (WMH and Parisi) a City Council session to request adoption of the environmental document and approve the project. Materials for the Council session will be prepared in advance for use in an earlier presentation by City staff to BPAC.

## TASK 3 - DELIVERABLES

- Public Outreach Plan
- Presentation and Meeting Materials
- Outreach Meeting Summaries

## **TASK 4: MULTI-AGENCY STAKEHOLDER ENGAGEMENT**

***At least three rounds of multiagency stakeholder engagement (up to six meetings) will also occur throughout the course of this project. This engagement will ensure that agency concerns are reflected in the design and critical requirements are met. Relevant agencies include the California Public Utilities Commission (PUC), Santa Clara County Roads & Airports, Caltrain / Joint Powers Board (JPB), and City of Mountain View Public Works Department.***

### **STAKEHOLDER MEETINGS**

The WMH team will assist the City Project Manager in creating the agenda and format, prepare presentation and meeting materials, facilitate the meeting, and write a summary (summarizing attendance, questions, and input received) for up to six multi-agency (three meetings included in base scope and three meetings Optional Service 4A) stakeholder engagement meetings over the course of three rounds in order to ensure that agency concerns are reflected in the design and critical requirements are met. The first round would be done as part of the project kick-off phase, the second would be done as part of the planning process, and the third would be utilized as a design check-in prior to circulating the environmental document. Relevant agencies could include the California Public Utilities Commission (PUC), Santa Clara County Roads & Airports, Caltrain/ Joint Powers Board (JPB), and the City of Mountain View Public Works Department.

## **TASK 4 - DELIVERABLES**

- Presentation and Meeting Materials
- Meeting Agendas and Summaries

## **TASK 5: DESIGN CRITERIA**

***Design criteria will be outlined for the project. These criteria include engineering standards, urban design criteria, and code regulations from agencies with jurisdiction over Bernardo Avenue Undercrossing as well as potential future agencies with jurisdiction in the area (such as California High Speed Rail Authority). Urban design criteria may include key attributes outlined by stakeholders and potential users.***

### **DESIGN CRITERIA OUTLINE**

WMH will outline the proposed design criteria for the project based on Public Outreach, Document Review, and Existing Conditions findings, engineering standards, Caltrain design requirements, future agency requirements (such as California High Speed Rail Authority), urban design criteria, code regulations, and key attributes required of the design in order to adhere to stakeholder and potential user needs. Hyperlinks and/or ftp access to the documents will be provided for the team's use. It should be noted that this is a living document that will be updated periodically throughout the course of the project studies.

## **TASK 5 - DELIVERABLES**

- Design Criteria Outline

## **TASK 6: PRELIMINARY DESIGN DEVELOPMENT**

***Preliminary design for the Bernardo Undercrossing Project will be developed by drawing upon community and stakeholder engagement, professional expertise in relation to bicycle and complete streets design, current best practice with respect to bicycle undercrossings, and design options or requirements outlined in the California MUTCD, California Highway Design Manual, City standards, NACTO Urban Bikeway Design Guide (2010), NACTO Urban Street***

## Bernardo Undercrossing Project

***Design Guide (2013), Caltrans Main Street California (2012), and ITE Designing Walkable Urban Thoroughfares: A Context Sensitive Approach (2010).***

***Up to three preliminary alternatives will be developed. Alternative will reflect recent developments in bicycle planning and lessons from other pedestrian/bicycle undercrossing projects. The preliminary alternatives will include necessary street design changes along approaches to the undercrossing. One alternative will be chosen for design refinement during Conceptual Design, and further detailed during the 30% Design process.***

### **PRELIMINARY ALTERNATIVES**

The WMH Team will prepare up to three Preliminary Alternatives, each of which will be presented as a single rollout display on aerial background and include the following:

- Horizontal/ vertical geometrics and two typical cross sections.
- Opportunities for potential landscaping/ hardscaping as shaded areas.
- Potential R/W and Utility Impacts.
- Complete streets improvements within a 400-foot radius of the undercrossing entrances.
- Structural concept and Railroad Construction Methodology.
- Order of magnitude cost.

Up to two structural concepts, with associated railroad staging, will be developed in conjunction with Caltrain through the stakeholder coordination included as part of Task 4 above. It should be noted that not all structural alternatives are anticipated to work with all of the preliminary alternative geometrics that will be investigated.

The WMH Team will evaluate the Preliminary Alternatives, with input from the City Project Manager, and select a Preferred Alternative for further refinement during Conceptual Design. This evaluation will be documented as part of the Final Report discussed below in Task 9.

### **ALTERNATIVES ANALYSIS MEMORANDUM (OPTIONAL SERVICE 6B)**

The WMH Team will prepare for, facilitate, and attend a formal Alternatives Analysis Workshop with the City and other stakeholders deemed appropriate by the City Project Manager to formally rate/ score the preliminary alternatives based upon developed weighted criteria (cost, construction risk, utility impacts, etc.) to provide detailed justification for the setting aside of preliminary alternatives.

### **CONCEPTUAL DESIGN**

The WMH Team will refine the preferred alternative chosen from the Preliminary Alternative Assessment and develop it further through conceptual design.

This Conceptual Design will be documented as a single rollout display on aerial background and include the following:

- Refined Horizontal/ vertical geometrics and two typical cross sections.
- Refined potential landscaping/ hardscaping locations and types.
- Conceptual lighting and types.
- Preliminary signal modifications and traffic impacts.
- Architectural renderings, surface treatment options, and planting pallets.
- Refined potential R/W and Utility Impacts.
- Refined complete streets improvements.
- Refined Structural Alternative and Railroad Construction Methodology.
- Conceptual structural plan and sections for tunnel and walls.
- Refined order of magnitude Cost.
- Construction duration.
- Potential Environmental Impacts.
- Maintenance requirements and jurisdiction definitions.
- Service connection locations.

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The geometrics of the existing facilities and proposed alternative would also be checked for nonstandard features and refinements would be investigated to assess if any nonstandard features can be eliminated. Required mandatory and advisory design exceptions would be identified and coordinated with the City and Caltrain, and documented as part of the Final Report discussed below in Task 9.

### PRELIMINARY GEOTECHNICAL REPORT (PGR)

Parikh will prepare a geotechnical report of the project area that includes a preliminary design level study of existing site conditions and documents preliminary recommendations for pavement structural section, cut and fill slopes, and structure design. The site study shall provide general information based on readily available data from nearby projects and public records.

The report will discuss potential geotechnical/ geologic impacts and mitigations including but not limited to: soils, geology, seismic impacts, erosion, groundwater conditions, etc. for the proposed structure. Potential mitigation measures will also be provided as part of the foundation discussions.

### LOCATION HYDRAULIC STUDY

Federal review of transportation projects within the 100-year floodplain is subject to Executive Order 11990 that requires consideration of alternatives and assessment of the project's impacts to the beneficial values of the floodplain. Wreco will conduct a Location Hydraulic Study and prepare a report to identify the significance of the project impacts to the floodplains and make general recommendations on possible mitigation measures. The characteristics associated with the watershed, local hydrologic conditions, etc. shall be documented for the study. The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) shall be used as the basis of determining the impact of the proposed roadway improvements on the floodplain.

### PRELIMINARY CONSTRUCTION SCHEDULE

WMH will prepare a Preliminary Construction Schedule for City review utilizing background history and knowledge of construction durations and techniques, the Caltrain work windows, and coordinated roadway, structures, and utility construction activities.

### PRELIMINARY CONSTRUCTION STAGING AND DETOURS

WMH will prepare a stage construction concept outlining the stage construction and traffic handling requirements to verify that the project is constructible, that traffic impacts are minimized, and public safety is not compromised. Roadway and undercrossing improvements shall be coordinated with existing facilities to assess whether detours are needed to construct the improvements.

### CONCEPTUAL C.3 STUDY

WMH will conduct a Conceptual C.3 study based on local agency standards and in conformance with the San Francisco Bay Regional Water Quality Control Board Stormwater Permit guidelines. The study will summarize the project impacts to water quality, general minimization measures, hydrologic/ hydraulic analyses for sizing the stormwater quality facilities, and recommended best management practices (BMPs).

### 30% PLANS

The WMH Team will prepare preliminary plans, per the table below, for the refined Conceptual Alternative discussed above, based on City, Caltrain, stakeholder, and local input from Public meetings.

Sheet ID	Sheet Name	Preferred Alternative
-	Title Sheet	1
X	Typical Cross Sections	2
L	Layouts	1



## Preparation of

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P	Profiles	1
C	Aesthetic Details (Walls and Hardscape)	2
D	Drainage Plan	1
U	Utility Plan	1
SC/ TH	Stage Construction/ Traffic Handling Plans	4
PD	Pavement Delineation Plan	1
S	Sign Plan	1
R	Retaining Wall Plans	4
IP	Irrigation Plans	1
PP	Planting Plans	1
E	Electrical (Signals)	2
E	Electrical (Lighting Plans)	1
ST	Structure Plan and Typical Section	1
Total		25

### STRUCTURAL TYPE SELECTION PACKAGE (TASK 6A)

WMH and BCA will refine the structure plans for one alternative, prepare preliminary structural calculations and update cost estimates in support of the Bridge Type Selection Report in accordance with railroad requirements for underpass structures. One draft version of a Type Selection Report for City and Caltrain review and comment will be prepared. Review comments will be addressed and final drafts prepared for approval.

### TASK 6 - DELIVERABLES

- Preliminary Design Alternatives (6 single rollout displays)
- Alternatives Analysis Memorandum (Optional Service 6B)
- Conceptual Design (2 single rollout displays)
- Preliminary Geotechnical Report
- Location Hydraulic Study
- Conceptual C.3
- Preliminary Construction Schedule
- Preliminary Construction Staging and Detours
- 30% Plans (25 – 50 Scale Plans)
- Structural Type Selection Package (Task 6A)

### TASK 7: ESTIMATION OF COSTS AND IMPACTS

*The preliminary design will be accompanied by an estimation of conceptual construction costs for the two conceptual alternatives selected in Task 6.*

*Planning level project impacts will also be assessed. These impacts include automobile level of service (LOS) and travel time impacts under existing and build out conditions, bicycle travel time impacts, impacts on vehicle miles traveled, network completion, and/or other relevant criteria.*

*Utility impacts and other considerations will also be outlined as part of this task. Other considerations may include maintenance needs, drainage, and environmental concerns. Additionally, right-of-way, permits and agency requirements will be outlined in relation to the proposed design alternatives.*

### PRELIMINARY COST ESTIMATE

## Bernardo Undercrossing Project

The WMH Team will prepare a preliminary cost estimate for each of the two Conceptual Design alternatives including construction, right of way, and utility relocation costs in order to establish funding boundaries for the project. Costs will be based on available mapping and design data and individual cost items will be quantified. The preliminary cost estimate will be prepared using the Caltrans' Standard format for Project Planning Cost Estimate (11-page format).

### PROJECT IMPACT ASSESSMENT

The WMH Team will prepare a planning level Project Impact Assessment including analysis of impacts to automobile level of service (LOS) and travel time impacts under existing and build out conditions, bicycle travel time impacts, impacts on vehicle miles travelled, and network completion. Additional recommendations are likely to come out of this analysis for potential implementation by the City of Mountain View (northerly bicycle improvements), County Roads (complete street improvements), and VTA (updates to bus routes and stops). The Project Impact Assessment will be in the form of a Design Memorandum.

### TASK 7 - DELIVERABLES

- Preliminary Cost Estimates for Two Alternatives
- Project Impact Assessment

### TASK 8: ENVIRONMENTAL CLEARANCE

***Environmental review documentation will include preparation of an Initial Study (IS) and Negative Declaration (Neg Dec), Mitigated Neg Dec, or Environmental Impact Report (EIR) as appropriate to achieve CEQA clearance for the project. Environmental clearance also includes incorporation of city comments to administrative drafts, and necessary notifications, preparation and presentation at public hearings, and document revision based on public comments.***

***The WMH Team will indicate expected requirements and level of effort for environmental clearance. Phase 1 completion assumes preparation of an initial study and Neg Dec. Phase 2 may include preparation of an EIR and associated activities if needed.***

### NEPA COMPLIANCE

DPA will prepare a draft of the Preliminary Environmental Study (PES) form, followed by a Caltrans Field Review. The PES Form will be used by Caltrans to determine the environmental studies required for the project. Because the Field Review has not yet been completed, the following Scope of Work describes the studies that DPA believes could ultimately be required by Caltrans, based on our recent experience. Should any of the studies not be required, this scope will be narrowed. Based on DPA's understanding and experience from similar projects, 1) the project will qualify for a Categorical Exclusion (CE) under NEPA, and 2) a number of technical studies will be required to be prepared. The reports prepared for the NEPA document will be used for the preparation of the CEQA document to the extent possible. This scope includes one cycle of revisions to each report. The studies to be completed by DPA or its subconsultants are described below. The studies to be prepared by other team members are described elsewhere.

- Cultural Resources Reports (Archaeological/Historical Consultants): Area of Potential Effect (APE) maps will be prepared, encompassing all work areas. A Historic Properties Survey Report (HPSR) and an Archaeological Survey Report (ASR), including archival research, a Native American consultation, and an archaeological survey, will be completed. It is assumed that a Historic Resources Evaluation Report (HRER) will not be required for this project and therefore a HRER is not included in this scope.
- Biological Technical Memo (H.T. Harvey & Associates): The project site does not contain wetlands or other waters, but the developed and landscaped areas could provide habitat for bats

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and birds. A survey and biological technical memorandum report will be prepared to analyze anticipated regulatory requirements, potential impacts of the project on biological resources, and any necessary mitigation measures.

- Construction Noise Memo (Illingworth & Rodkin): Noise and vibration impacts resulting from the project will be assessed with respect to the State and Federal noise and vibration guidelines. The project will result in temporary construction noise. If potentially significant noise impacts are identified, mitigation measures will be determined.
- Initial Site Assessment (Cornerstone Engineering): The purpose of the Initial Site Assessment (ISA) is to evaluate the presence or likely presence of hazardous substances or petroleum products on the site under conditions that indicate a substantial material threat of release into the ground and/or groundwater. Preparation of the ISA will include regulatory agency data and site history reviews, site hydrogeology summary, and site reconnaissance.
- Air Quality Conformity Memo: Caltrans requires that the City provide evidence that the Metropolitan Transportation Commission (MTC)'s Air Quality Conformance Task Force has determined that the project is not a "Project of Air Quality Concern." DPA will undertake the coordination necessary for this process and will draft the memo.
- Construction Traffic Memo: See Task 2 above.
- Equipment Staging Memo: DPA will prepare a memo describing the location(s) where equipment and materials will be staged during the construction phase of the project. The location(s) for staging will be provided to DPA by the design team or the City.
- Location Hydraulic Study: See Task 6 above.
- Visual Impact Memo: DPA will prepare a brief memo that describes the anticipated visual effects of the proposed undercrossing. It is assumed that no photosimulations will be required by Caltrans.
- Right-of-Way/Community Memo: DPA will prepare a short memo that describes the right-of-way impacts of the undercrossing. The memo will also describe any impacts to the community, but such impacts (if any) are anticipated to be minimal given the nature of the project.
- Water Quality Memo: DPA will prepare a memo that describes the surface water and groundwater resources within the project area including any existing impairments. Any potential project impacts, and associated mitigation measures, will be described.
- Environmental Compliance Report: DPA will complete a report discussing the project's anticipated impacts on the resources listed above, fulfilling the requirements for NEPA compliance.

### CEQA COMPLIANCE

DPA will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) in compliance with the California Environmental Quality Act (CEQA). The IS/MND will utilize the format required by the City at the time it is prepared. DPA will respond to comments received by the City upon completion of the circulation of the Initial Study.

DPA will provide an electronic version of the Administrative Draft Initial Study (ADIS), as well as a draft Mitigation Monitoring and Reporting Program (MMRP), to City Staff for review and comment, as required by CEQA. Revisions will be made to the ADIS based on comments received. After the revisions to the document have been made, an electronic version of the "Screencheck" Initial Study will be provided to City Staff for final review. After final revisions to the "Screencheck" have been made, up to 20 copies of the final Initial Study will be provided to the City for distribution.

This scope of work includes providing a copy of the Initial Study in PDF format for posting on the City's website. DPA will provide the required 15 CDs of the Initial Study for the Office of Planning and Research (State Clearinghouse) for the 30-day public review period. This scope of work also includes response to comments received on the Initial Study during the public review period from the public and/or various governmental agencies.

## **TASK 8 - DELIVERABLES**

- NEPA Technical Studies and CE
- Draft IS/MND
- Final IS/MND

## **TASK 9: FINAL REPORT**

***The Final Report will be provided in electronic and hard copy versions, and will contain sections on project goals, existing conditions, community engagement, stakeholder outreach, preliminary alternatives, and the preferred design.***

The WMH Team will prepare a Final Report for City review and comment. Included in the report will be discussions on project background, recommendations/next steps, preliminary alternatives analysis, and the preferred design. The 30% Plans and Preliminary Cost Estimates, as well as other supporting technical reports and data (existing conditions, community engagement, stakeholder outreach, preliminary geotechnical report, location hydraulic study, environmental documentation, etc.) will be attached and/or referenced. WMH will provide an electronic version and hard copy of the Administrative Draft to the City for review and comment. Review comments will be addressed and a final version of the report will be prepared.

### **DESIGN BASIS MEMORANDUM (TASK 9A) CALTRAIN EXCEPTIONS**

The WMH Team will prepare a Caltrain Design Basis Memorandum (DBM) summarizing the project description and its limits, technical criteria, design exceptions, etc. This DBM will be reviewed and approved by Caltrain Deputy Director of Engineering and shall include records of all requests for design exceptions, a thorough analysis for justifications and their subsequent rejection or approval by Caltrain Deputy Director of Engineering. The DBM is then used as a basis for the detailed design and design review for future project phases.

## **TASK 9 - DELIVERABLES**

- Final Report
- Design Basis Memorandum (Task 9A)

## **PROJECT SCHEDULE AND DELIVERABLES**

***The WMH Team will prepare a detailed project schedule listing the consultant services identified in this detailed scope of services including the time required to complete each of the specified tasks. The WMH Team will also outline key deliverables to be produced as part of this work.***

Detailed description of this task can be found above in Task 1 – Project Initiation and Management.

## **ASSUMPTIONS**

- Existing topographic files (provided by Caltrain) will be made available for base mapping.
- Project Management and meetings based on assumed 12-month project schedule.
- The project shall utilize City of Sunnyvale Standards and be supplemented with Caltrans 2015 specifications and standard plans.
- Caltrans will not require any input and/or approval in the Final Report process.
- The NEPA and CEQA process will be limited to the evaluation of one build alternative.
- The project will not impact any threatened or endangered plant or animal species or habitat utilized by such species.
- Subsurface archaeological testing will not be required.

## Preparation of

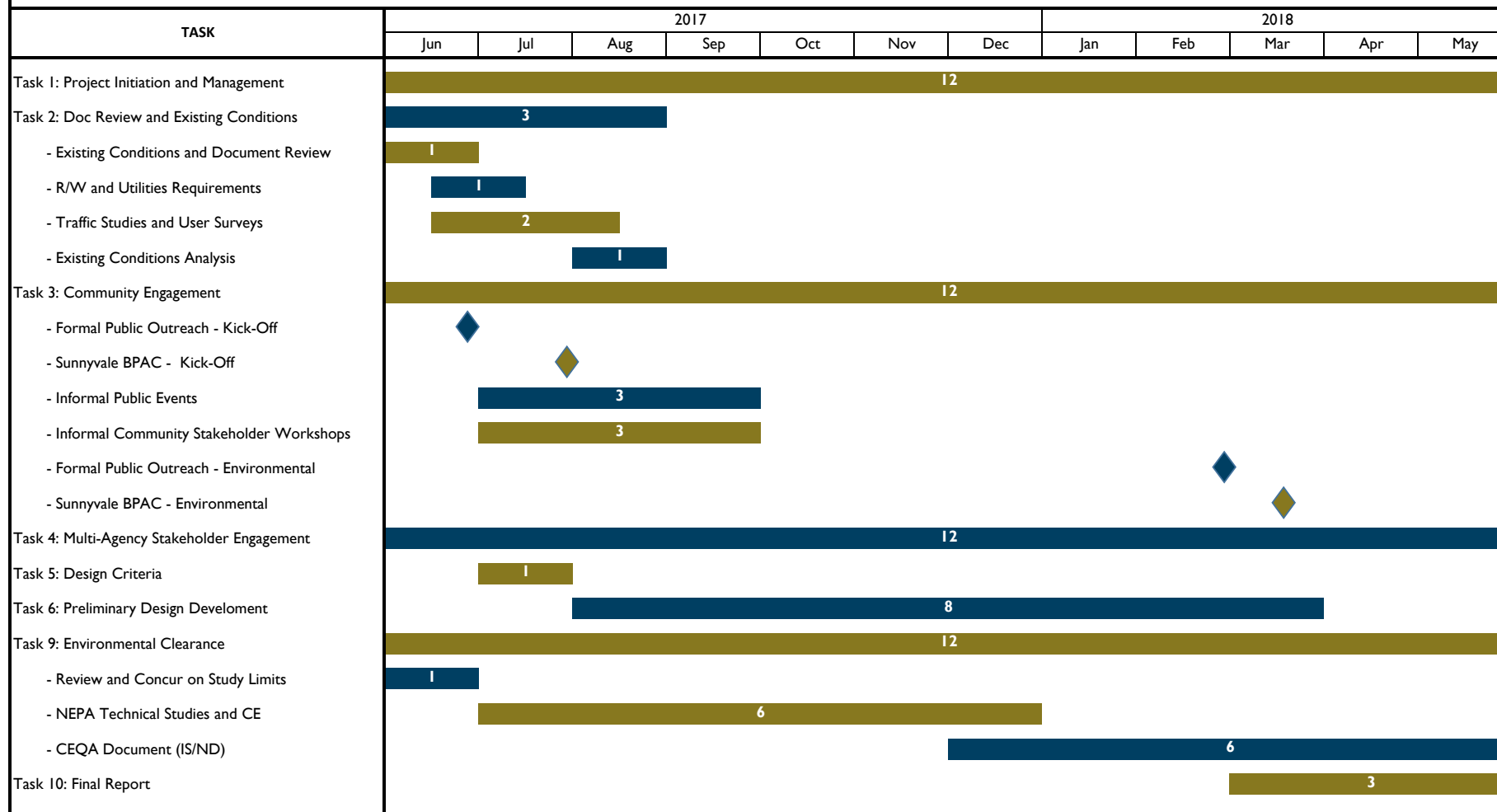
Preliminary Design and Environmental Review for the

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- Caltrans will not require a formal Natural Environment Study; a biological technical memo will suffice for this project.
- Caltrans will not require a formal Visual Impact Assessment; a brief visual memo will suffice for this project.
- All of the above-described technical reports to be prepared under NEPA will serve as the technical reports to be used for the IS/MND.
- The City will undertake mailings, prepare public/newspaper notices.
- The City will prepare and file the CEQA Notices of Completion and Determination.
- The City will pay the Notice of Determination filing fee to the County Clerk.



Preparation of  
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**Bernardo Undercrossing Project**



Notes:

Task 7: Estimation of Costs and Impacts will be completed as part of Task 6 as information becomes available.

Task 8: Public Hearings is included as part of Task 3: Community Engagement

Exhibit B

Tasks		WMH Corporation Labor												Subconsultants										Total
Task #	Task Description	Principal-In- Charge William Hadaya	Project Manager Sean Charles	Support Services Dave Dickinson	Civil Lead Stephen Haas	Senior Consultant	Senior Project Engineer	Project Engineer	Senior Staff Engineer	Staff Engineer	Administrative	Total Hours	Total Labor Costs	Public Outreach	Structures	Enviro Doc & Studies	Landscape/ Aesthetics	Traffic	Rail Coord. Surveys	Geotech	Water Quality	Electrical/ Signals	Total Fee	
														APEX	BCA	DPA	MMP	Parisi	RSE	Parikh	WRECO	Y&C		
		\$ 360	\$ 270	\$ 265	\$ 260	\$ 240	\$ 240	\$ 200	\$ 160	\$ 125	\$ 120	\$ 275	\$ 152	\$ 160	\$ 150	\$ 156	\$ 210	\$ 136	\$ 118	\$ 102				
1	Project Initiation and Management	8	48		4				8	24	40	132	\$ 25,960										\$ 25,960.00	
2	Document Review & Existing Conditions		4	2	8			16	24	40	4	98	\$ 16,210		12	30	12	164	12	16	12	22	\$ 58,574.00	
2A	Preliminary Design Surveys			1	2					8		11	\$ 1,785						60				\$ 14,385.00	
2B	Positive Utility Locating			1	2				8	12		23	\$ 3,565										\$ 3,565.00	
3	Community Engagement		22		12				16	32	8	90	\$ 16,580	100		20	16	48					\$ 57,168.00	
4	Multi-Agency Stakeholder Engagement		12		2				10	10	3	37	\$ 6,970		24	34	6	20	26				\$ 25,538.00	
5	Design Criteria		2		8	8	4	8	20		4	54	\$ 10,780		12		4	12	8	10			\$ 18,116.00	
6	Preliminary Design Development		6	4	20	8	32	12	60	140	6	288	\$ 47,700		210		100	120	36	60	106	104	\$ 152,176.00	
6A	Stuctural Type Selection Package	2	2		4				24		4	36	\$ 6,620		136								\$ 27,292.00	
7	Estimation of Cost and Impacts		4	4	8	4		8	20	40	4	92	\$ 15,460				20	20				20	\$ 23,620.00	
8	Environmental Clearance	4	4	12	8	4			16	20	4	72	\$ 14,280			240		76					\$ 64,536.00	
9	Final Report	2	8		16	4	4	8	40	20	4	106	\$ 19,940					12					\$ 21,812.00	
9A	Design Basis Memorandum - Caltrain Exceptions		4	1	8	4			20	16	2	55	\$ 9,825										\$ 9,825.00	
Task Subtotal (hours)		16	116	25	102	32	40	52	266	362	83	1094		100	394	324	158	472	142	86	118	146		
(cost)		\$ 5,760	\$ 31,320	\$ 6,625	\$ 26,520	\$ 7,680	\$ 9,600	\$ 10,400	\$ 42,560	\$ 45,250	\$ 9,960		\$ 195,675	\$ 27,500	\$ 59,888	\$ 51,840	\$ 23,700	\$ 73,632	\$ 29,820	\$ 11,696	\$ 13,924	\$ 14,892	\$ 502,567.00	
Other Direct Costs																								
5% Markup on Subconsultants													\$ 15,340	\$ 1,380	\$ 2,990	\$ 2,590	\$ 1,190	\$ 3,680	\$ 1,490	\$ 580	\$ 700	\$ 740	\$ 15,340	
Travel													\$ 200			\$ 200		\$ 1,750	\$ 400	\$ 1,200	\$ 200	\$ 150	\$ 4,100	
Printing/ Postage													\$ 5,000		\$ 100	\$ 1,000					\$ 350		\$ 6,450	
Traffic Counts and User Surveys																		\$ 4,250					\$ 4,250	
Positive Utility Locating (Task 2B) - Contractor													\$ 10,000										\$ 10,000	
Cultural Resources reports (Archaeological/Historical Consultants)																\$ 5,600							\$ 5,600	
Biological Memo (H.T. Harvey & Associates)																\$ 12,700							\$ 12,700	
Construction Noise Memo (Illingworth & Rodkin)																\$ 4,660							\$ 4,660	
Initial Site Assessment (Cornerstone Engineering)																\$ 4,070							\$ 4,070	
Total Other Direct Costs													\$ 30,540	\$ -	\$ 100	\$ 28,230	\$ -	\$ 6,000	\$ 400	\$ 1,200	\$ 550	\$ 150	\$ 67,170	
Total Including Other Direct Costs													\$ 226,215	\$ 27,500	\$ 59,988	\$ 80,070	\$ 23,700	\$ 79,632	\$ 30,220	\$ 12,896	\$ 14,474	\$ 15,042	\$ 569,737.00	
Optional Services																								
																				Travel	Printing	Contractor	Totals	
4A	Three Additional Stakeholder Meetings		6		2				6	10	1	25	\$ 4,470			6	2	8			\$ -	\$ 130	\$ 7,108	
6B	Alternatives Analysis Memo		4		8				16		4	32	\$ 6,200		4	4	4	4	4		\$ 50	\$ 170	\$ 9,732	
Optional Services Subtotal		0	10	0	10	0	0	0	22	10	5	57		0	4	10	6	12	4					
		\$ -	\$ 2,700	\$ -	\$ 2,600	\$ -	\$ -	\$ -	\$ 3,520	\$ 1,250	\$ 600		\$ 10,670	\$ -	\$ 608	\$ 1,600	\$ 900	\$ 1,872	\$ 840	\$ -	\$ 50	\$ 300	\$ 16,840	
Total Including Optional Services		16	126	25	112	32	40	52	288	372	88	1151		100	398	334	164	484	146					

## 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.