

**AGREEMENT BETWEEN THE CITY OF CUPERTINO AND ALTA PLANNING + DESIGN,  
INC. FOR PROFESSIONAL DESIGN SERVICES FOR  
THE UNION PACIFIC RAILROAD TRAIL FEASIBILITY STUDY**

This Agreement for Professional Design Services ("Agreement"), dated \_\_\_\_\_, 2017, is entered into by and between City of Cupertino, a municipal corporation ("City"), and Alta Planning + Design, Inc., a California Corporation ("Design Professional").

**RECITALS**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of California and the Cupertino Municipal Code.

B. Design Professional represents that it is specially trained, experienced and competent to perform the feasibility study and design services ("Services") required for the City's Union Pacific Railroad Trail Feasibility Study ("Project").

C. Design Professional represents that it is duly licensed in good standing by the State of California to perform such Services and has submitted a proposal, dated June 14, 2017 ("Proposal") in response to the City's request for proposals.

D. City is entering into this Agreement in reliance upon Design Professional's representations, set forth above, to provide the Services in accordance with the terms and conditions of this Agreement.

**TERMS AND CONDITIONS**

**1. TERM:**

The term of this Agreement ("Term") will begin on the date this Agreement is fully executed by both parties and, unless terminated earlier as set forth below or extended by a written amendment to this Agreement, will expire upon on June 30, 2019.

**2. SERVICES TO BE PERFORMED:**

**A. Basic Services.** Design Professional will provide Basic Services under this Agreement as further described the Scope of Services set forth in **Exhibit A, Scope of Services**, attached hereto and incorporated herein, and as further specified in the Proposal, except to the extent that any provision in the Proposal conflicts or is inconsistent with this Agreement and the Exhibits hereto, or as otherwise expressly rejected in writing by the City. Basic Services may be divided into separate sequential tasks ("Tasks") as further specified in Exhibit A.

**B. Additional Services.** City may request, at any time during the Term of this Agreement, that Design Professional provide additional services related to the Project, which are not already encompassed, expressly or implicitly, in this Agreement, Exhibit A or the Proposal ("Additional Services"). Any Additional Services must be authorized in writing by City. Design Professional will not be entitled to compensation for Additional Services provided without or prior to the City's written authorization. Duly authorized Additional Services are subject to all of the provisions that apply to Basic Services under this Agreement, except and only to the extent otherwise specified. All references to "Services" include Basic Services and any authorized Additional Services.

### **3. SCHEDULE:**

All Services must be provided within the times specified in **Exhibit B, Schedule of Performance**, attached hereto and incorporated herein. Design Professional must promptly notify the City of any actual or potential delay in providing the Services as scheduled to afford the City adequate opportunity to address or mitigate the delay if possible. Design Professional must begin each separate Task included in Basic Services upon receipt from City of a notice to proceed ("Notice to Proceed") for that Task, and must complete the Task within the time specified in Exhibit B.

### **4. COMPENSATION:**

**A. Maximum Compensation.** The cumulative total payment to Design Professional for Basic Services, Additional Services and expenses under this Agreement may not exceed \$259,889.00. Design Professional is not entitled to any payment for Services or expenses in excess of this maximum limit.

**B. Basic Services.** City will pay Design Professional \$211,080.00 ("Lump Sum Price"), for the complete and satisfactory performance of the Basic Services in accordance with this Section 4 and as may be further specified in **Exhibit C, Compensation**, attached hereto and incorporated herein. The Lump Sum Price is completely inclusive of all time and expenses to provide the Basic Services, including, but not limited to, subconsultant costs, materials, supplies, equipment, travel, taxes, overhead and profit. If, for any reason, Design Professional does not fully complete the Basic Services it will only be entitled to a percentage of the Lump Sum Price that is proportionate to the percentage of Basic Services that were completed to the City's reasonable satisfaction.

**C. Additional Services.** Additional Services that have been duly authorized by City as specified above, and provided to the City's reasonable satisfaction, may be compensated on a lump sum basis or based on time and expenses, subject to a not-to-exceed limit, using the Hourly Rates Schedule and Reimbursable Expenses Schedule included in **Exhibit C, Compensation**. An allowance of \$48,809.00 has been budgeted for Additional Services under this Agreement. The City has the discretion, but not the obligation, to authorize Additional Services up to this not-to-exceed amount, including the discretion to elect not to authorize any Additional Services. For Additional Services provided on an hourly basis, Design Professional will be entitled to compensation for costs other than direct labor, normal business expenses and overhead, based on the documented actual cost only, with no markup or surcharge ("Reimbursable Expenses"). Design Professional will not be entitled to reimbursement for in house copying, printing, faxes, telephone charges, employee overtime, or travel to City's offices

or to the Project site, unless or to the extent such expenses are specifically authorized in Exhibit C.

**D. Invoices and Payments.** City will pay Design Professional for Services provided to the City's reasonable satisfaction, within 30 days following receipt of a properly submitted invoice for Services provided during the preceding calendar month. The invoice must separately itemize and provide subtotals for Basic Services and Additional Services, and must state the percentage of completion for each Task as further specified in Exhibit C. City will notify Design Professional in writing if it disagrees with the stated percentage of completion, and if the disagreement is unresolved, City will pay Design Professional based on the portion of Services that City agrees have been satisfactorily completed at that point.

1. ***Time and Expenses:*** For Additional Services provided on an hourly basis, each invoice must also include, for each day Services were provided:
  - a. The name and title of each individual or subconsultant providing Services;
  - b. A succinct summary of the Services performed by each individual or subconsultant;
  - c. The time spent by each individual or subconsultant providing those Services, in 30 minute increments;
  - d. The applicable hourly billing rate or subconsultant charge and payment due;
  - e. An itemized list with amounts and explanation for all permitted reimbursable expenses.
2. ***Rates and Receipts:*** All hourly rates and reimbursable expenses must conform to the City-approved rates set forth in Exhibit C, which will be in effect for the entire Term of the Agreement. Each invoice must attach legible, dated receipts for all Reimbursable Expenses.

**5. TIME IS OF THE ESSENCE:**

Time is of the essence for the performance of all Services required under this Agreement and for all of Design Professional's duties under this Agreement. Design Professional must at all times have sufficient, qualified staff or subconsultants assigned to timely provide all Services under this Agreement. Design Professional must take appropriate measures to avoid delay of Project completion, including, but not limited to, prompt submission of deliverables and any required revisions, and prompt responses to City or contractor requests, including, but not limited to, requests for information, substitution requests and change order requests. Failure to comply with the schedule requirements or failure to timely submit deliverables or provided responses as specified under this Agreement may be deemed a material breach of this Agreement.

**6. STANDARD OF CARE:**

All Services must be provided in a manner that meets or exceeds the standard of care applicable to the same type of design professionals performing similar work in the San Francisco Bay Area. Services may only be performed by qualified and experienced personnel or subconsultants who are not employed by the City and who do not have any contractual

relationship with City, with the exception of this Agreement. All Services provided under this Agreement, including authorized Additional Services, must be performed as specified to the City's reasonable satisfaction.

## **7. ERRORS AND OMISSIONS:**

Design Professional is solely responsible for all of its or its subconsultants' errors and omissions and must promptly correct any and all such errors and omissions at its sole expense. Design Professional must also take appropriate measures to avoid or mitigate any delay, liability or costs resulting from any such errors or omissions. This provision survives expiration or termination of this Agreement.

## **8. PROJECT COORDINATION:**

**A. City Project Manager.** The City's authorized delegee, Jennifer Chu, will be the City's representative for all purposes under this Agreement ("City Project Manager") with authority to oversee the progress and performance of Services under this Agreement. The City reserves the right to replace or provide a substitute City Project Manager at any time, and without prior notice to the Design Professional.

**B. Design Professional Project Manager.** Design Professional will assign a single Project Manager (the "DP Project Manager"), subject to City approval, with authority to receive and act on directions from the City and responsibility for the progress and performance of Services under this Agreement. The designated DP Project Manager is Greg Maher. If a substitute or replacement DP Project Manager is required for any reason, the City must be notified of the need as soon as possible, Design Professional's designation of the individual proposed to serve as the substitute or replacement will be subject to the City's prior written approval. Design Professional is not entitled to compensation for the time required for the substitute or replacement DP Project Manager to obtain sufficient knowledge of the required Services to fully assume the former DP Project Manager's responsibilities.

**C. Communication and Coordination.** Design Professional is responsible for coordinating the efforts of Design Professional's subconsultants or subcontractors providing Services for this Agreement. Design Professional must also coordinate its Services to the extent reasonably possible, with other City employees or consultants assigned to the Project. Design Professional is responsible for ensuring that the City Project Manager is regularly updated as to the progress or status of the Services, including, but not limited to, participation in meetings or compliance with reporting requirements specified in Exhibit A. Design Professional has an affirmative obligation to promptly notify the City Project Manager of any significant problems or concerns as they arise in order to enable timely resolution or mitigation of any such problems. Design Professional must promptly respond to the City Project Manager's inquiries regarding the Services.

## **9. HOLD HARMLESS:**

**A. Indemnity Obligations Subject to Civil Code Section 2782.8.** Design Professional will, to the fullest extent allowed by law, with respect to all Services performed in connection with the Agreement, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers (collectively, the "Indemnified Parties") from and against any and all liability, claims, actions, causes of action or demands whatsoever against

any of them, including any injury to or death of any person or damage to property or other liability of any nature (collectively, "Liability"), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's employees, officers, officials, agents or subconsultants. Such costs and expenses shall include reasonable attorney fees for legal counsel of City's choice, expert fees and all other costs and fees of litigation. Design Professional is not obligated under this Agreement to indemnify City to the extent that any Liability is caused by the sole or active negligence or willful misconduct of any of the Indemnified Parties. In addition to its indemnity obligations, Design Professional will provide its immediate and active cooperation and assistance to the City, at no additional cost to the City, in analyzing, defending, and resolving such Liability.

**B. Claims For Other Liability.** For all liabilities other than those included within paragraph (A) above, Design Professional will, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Indemnified Parties against any and all liability, claims, actions, causes of action or demands whatsoever from and against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the performance of this Agreement by Design Professional or Design Professional's employees, officers, officials, agents or subconsultants. Such costs and expenses shall include reasonable attorney fees for legal counsel of City's choice, expert fees and all other costs and fees of litigation. Design Professional will not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of the Indemnified Parties.

**C. Claims Involving Intellectual Property.** In addition to the obligations set forth in paragraphs (A) and (B) above, Design Professional will indemnify, defend, and hold the Indemnified Parties harmless from and against any claim in which an alleged violation of intellectual property rights, including but not limited to copyright or patent rights, arises out of, pertains to, or relates to Design Professional's negligence, recklessness or willful misconduct under this Agreement. Such costs and expenses will include reasonable attorney fees for legal counsel of City's choice, expert fees and all other costs and fees of litigation.

**D. Survival.** The requirements of this section survive expiration or termination of this Agreement.

## **10. INSURANCE:**

On or before the commencement of the Term of this Agreement, Design Professional must furnish City with certificates showing the type, amount, effective dates and dates of expiration of insurance coverage required in this section. Such certificates, which do not limit Design Professional's indemnification obligations, must also contain substantially the following statement: "If any of the above insurance covered by this certificate is canceled before the expiration date thereof, the insurer affording coverage will provide 30 days advance written notice to the City of Cupertino, Attention: City Manager." Design Professional will maintain in force at all times during the performance of this Agreement all insurance coverage required by this Agreement with an insurance company that is acceptable to City and authorized to do insurance business in the State of California. Design Professional must also submit endorsements with the certificates naming the City as additional insured in relation to the commercial general liability and commercial automobile liability policies, as further specified below.

**A. Coverage.** Design Professional must maintain the following insurance coverage:

1. ***Workers' Compensation:***

Statutory coverage as required by the State of California. If Design Professional is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure.

2. ***Liability:***

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence \$1,000,000 aggregate - all other
Property Damage:	\$100,000 each occurrence \$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

3. ***Automotive:***

Commercial automotive liability coverage for owned, non-owned and hired vehicles, in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence
	or
Combined Single Limit:	\$500,000 each accident

4. ***Professional Liability:***

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Design Professional in the amount of at least \$1,000,000 per claim and in the aggregate. The professional liability insurance must include prior acts coverage, which must remain in effect for four years following the earlier of expiration or termination of the Term of this Agreement.

**B. Subrogation Waiver.** Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City's insurers. Design Professional agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Design Professional will look solely to its insurance for recovery.

**C. Failure to Comply.** If Design Professional at any time during the Term of this Agreement fails to secure or maintain the required insurance, City may obtain or maintain the insurance in the Design Professional's name or on behalf of the Design Professional and will be compensated by the Design Professional for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. Additional Insured Endorsements.** City, its City Council, boards and commissions, officers, officials, employees, agents and volunteers must be named as additional

insureds under all insurance coverages, except any worker's compensation and professional liability insurance, required by this Agreement. Any additional insured will not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured will not be required to contribute anything toward any loss or expense covered by the insurance required under this Agreement.

**E. Sufficiency of Insurance.** The insurance limits required by City are not represented as being sufficient to protect Design Professional. Design Professional is advised to confer with Design Professional's insurance broker to determine adequate coverage for Design Professional.

#### **11. INDEPENDENT CONTRACTOR:**

City and Design Professional intend that the relationship between them created by this Agreement is that of owner-independent contractor. The manner and means of providing the Services are under the control of Design Professional, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Design Professional's performance of the Services. None of the benefits provided by City to its employees, including, but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave, are available from City to Design Professional, its employees or agents. Deductions will not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any payments due to Design Professional. Payments for the above items, if required, are the responsibility of Design Professional.

#### **12. SUBCONSULTANTS:**

Unless prior written consent from City is obtained, only those individuals and subconsultants whose names are included in this Agreement, including the Exhibits hereto, may provide Services under this Agreement. Design Professional must require all of its subconsultants providing Services under this Agreement to comply with the terms and conditions of this Agreement. Any subconsultants employed by Design Professional must be required to furnish proof of workers' compensation insurance and must also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance required for Design Professional.

#### **13. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Design Professional assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing the Services, pursuant to all applicable IRCA or other federal, or state laws, rules or regulations. Design Professional will indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance with this section by Design Professional.

#### **14. NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer or employee conduct, Design Professional agrees that harassment or discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Design

Professional or Design Professional's employees or subconsultants on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected classification will not be tolerated. Any violation of this provision by Design Professional, its employees, subconsultants or agents constitutes a material breach of this Agreement, and grounds for termination for cause.

**15. PROHIBITION AGAINST TRANSFERS:**

Design Professional will not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without City's consent will be null and void, and any assignee, sublessee, hypothecate or transferee will acquire no right or interest by reason of any attempted assignment, hypothecation or transfer. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Design Professional, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Design Professional is a partnership or joint venture or syndicate or cotenancy, which results in changing the control of Design Professional as a legal entity, will be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the business entity.

**16. PERMITS AND LICENSES:**

Design Professional, at its sole expense, must obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License that may be required in connection with the performance of the Services.

**17. WORK PRODUCT:**

**A. Property Rights.** Any interest (including copyright interests) of Design Professional or its subconsultant(s) in any work product, document, report, draft, memoranda, map, record, plan, drawing, specification and other deliverable, in any medium (collectively, "Work Product"), which has been prepared or created by Design Professional or its subconsultant(s) pursuant to or in connection with this Agreement, will be the exclusive property of City. No Work Product, information or other data given to or prepared, created, or assembled by Design Professional or its subconsultant(s) pursuant to this Agreement may be made available to any individual or organization by Design Professional or its subconsultant(s) without prior written approval by City. All provisions of this section survive expiration or termination of this Agreement.

**B. Copyright.** To the extent permitted by Title 17 of U.S. Code, all Work Product prepared or created under this Agreement is deemed works for hire and all copyrights in such Work Product will be the property of City. In the event that it is ever determined that any Work Product prepared or created by Design Professional or any subconsultant under this Agreement are not works for hire under federal law, Design Professional hereby assigns to City all copyrights to such Work Product when and as created. Subject to City's prior written approval, Design Professional may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities and in its promotional materials. With respect to Design Professional's standard details, Design Professional may retain the copyright, but grants to City a perpetual non-exclusive license to use such details in connection with the Services.



**C. Patents and Licenses.** Design Professional must pay any and all royalties or license fees required for authorized use of any third party intellectual property, including, but not limited to, patented, trademarked, or copyrighted intellectual property that it selects for incorporation into the Services or Work Product provided under this Agreement.

**D. Re-Use of Work Product.** Without limiting any other City right to any of the Work Product prepared or created by Design Professional or its subconsultants, and subject to the limitations of law, all Work Product prepared under this Agreement may be used or modified by the City or its authorized agents in execution or implementation of:

1. The Services for which Design Professional was hired;
2. Completion of the Services by others;
3. Subsequent additions to the Services; and/or
4. Other City projects.

**E. Deliverables and Format.** Electronic and hard copies of Design Professional's Work Product will constitute the Project deliverables. Plans must be in CAD and PDF formats, and unless otherwise specified, other documents must be in Microsoft Office applications and PDF formats. All written Work Product required to be provided by this Agreement (other than large-scale architectural plans and similar items) must be printed on recycled paper and copied on both sides of the paper except for one original, which must be single-sided.

## **18. RECORDS:**

Design Professional must maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of Services under this Agreement. Design Professional must maintain adequate records of Services provided in sufficient detail to permit an evaluation of the Services. All such records must be maintained in accordance with generally accepted accounting principles and must be clearly identified and readily accessible. Design Professional must provide free access to such books and records to the City or its agents at all times during Design Professional's normal business hours. Design Professional must give the City or its agents the right to examine and audit those items, and to make transcripts or copies as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, must be kept separate from other documents and records which are unrelated to this Agreement and must be maintained for a period of three years after receipt of final payment from the City.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Design Professional must reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit. The requirements of this section survive expiration or termination of this Agreement.

## **19. NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement must be given in writing and will be deemed served when delivered personally; or on the second business day

after the deposit thereof in the United States Mail, postage prepaid, registered or certified; or upon confirmation of delivery by a reputable overnight delivery service.

**A. To City.** All notices, demands, requests, or approvals from Design Professional to City must be addressed to City at:

City of Cupertino  
10300 Torre Ave.  
Cupertino CA 95014  
Attention: Jennifer Chu

**B. To Design Professional.** All notices, demands, requests, or approvals from City to Design Professional must be addressed to Design Professional at:

Alta Planning + Design, Inc.  
711 SE Grand Ave.  
Portland, OR 97214  
Attention: Greg Maher

## **20. TERMINATION:**

**A. Termination for Convenience.** City may, at any time, acting in its sole discretion and without cause, terminate this Agreement for convenience by giving written notice to Design Professional at least seven days before the effective date of the termination. If the Agreement is terminated pursuant to this paragraph, the City will compensate Design Professional for all Services satisfactorily performed prior to the effective date and time of the termination, in accordance with this Agreement.

**B. Termination for Cause.** If Design Professional fails or refuses to perform any of its duties under this Agreement at the time and in the manner required, Design Professional will be deemed in default of this Agreement. If the default is not cured or diligently attempted to be cured by Design Professional within the time specified in the City's written notice of default, or if the Design Professional has otherwise materially breached the Agreement, the City may terminate the Agreement for cause by giving written notice to Design Professional at least seven days before the effective date of the termination, unless otherwise specified in the written notice of default.

**C. Duties upon Termination.** If the Agreement is terminated, whether for convenience or cause, within seven days of the effective date of the termination, Design Professional must promptly deliver to City copies of all Work Product, deliverables, or documents prepared by Design Professional under this Agreement, including both print and electronic versions. Full compliance with this requirement is a condition precedent to final payment following termination. This paragraph survives termination of the Agreement.

## **21. LEGAL REQUIREMENTS:**

Design Professional must comply with all applicable local, state or federal laws, rules and regulations, and all ordinances, rules and regulations enacted or issued by City. In addition, if any of the Services provided under this Agreement are subject to prevailing wage requirements under Labor Code Section 1720 et seq., the following provisions apply to those Services:

**A. Prevailing Wages.** To the extent applicable, Design Professional must comply with the City's Labor Compliance Program and all other requirements set forth in Labor Code section 1770 et seq.

**B. Working Day.** To the extent applicable, Design Professional must comply with California Labor Code Section 1810, et seq. which provides that work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, must be compensated as overtime, at not less than 1 ½ times the basic rate of pay.

**C. Payroll Records.** To the extent applicable, Design Professional must comply with California Labor Code Section 1776 which requires certified payroll records be maintained with the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this Agreement. The payroll records must be made available for inspection as provided in California Labor Code Section 1776.

**D. Apprentices.** To the extent applicable, Design Professional must comply with California Labor Code Section 1777.5 regarding apprentices.

## **22. DISPUTE RESOLUTION:**

This Agreement will be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California, and no other place. If the parties engage in arbitration to resolve a dispute relating to this Agreement, the arbitrator's award must be supported by law and substantial evidence, and must include detailed written findings of law and fact. This section survives expiration or termination of the Agreement.

## **23. ATTORNEY FEES:**

If the City initiates a legal action, including a complaint or cross-complaint, arising out of, relating to or seeking the interpretation or enforcement of the terms of this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs, including the attorney fees and costs for any arbitration, appeal, or enforcement of judgment. This attorney fee provision does not apply to legal actions initiated by the Design Professional. This section survives expiration or termination of the Agreement.

## **24. ADVERTISEMENT:**

Design Professional may not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, posters or cards of any kind on City property performed under this Agreement without prior written approval from the City.

**25. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**26. THIRD PARTY BENEFICIARIES:**

There are no intended third party beneficiaries of this Agreement.

**27. RECITALS:**

The parties agree that the above recitals, which are made part of this Agreement, are true and correct.

**28. INTEGRATED AND AMENDMENT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant will be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written instrument signed by authorized representatives for both City and Design Professional. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, all remaining provisions will remain in full force and effect.

**29. CONFLICT OF INTEREST:**

Design Professional warrants that it is not a conflict of interest for Design Professional to perform the Services required by this Agreement. Design Professional may be required to fill out a conflict of interest form if the Services provided under this Agreement require Design Professional to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**30. GIFTS:**

Design Professional is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee, as set forth in City Administrative Procedures. Design Professional agrees not to offer any City officer or designated employee any gift prohibited by the Administrative Procedures. Offering or giving a prohibited gift constitutes a material breach of this Agreement by Design Professional. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for cause as provided in Section 20 of this Agreement.

**31. INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement is deemed to be enacted herein, and the Agreement will be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement will be amended to make such insertion on application by either party.

**32. EXECUTION:**

The person executing this Agreement on behalf of the Design Professional represents and warrants that the Design Professional has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Design Professional. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

**33. HEADINGS:**

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

**DESIGN PROFESSIONAL**

Alta Planning + Design, Inc.

By \_\_\_\_\_

Name Greg Maher

Title Vice President, as duly  
authorized

Date \_\_\_\_\_

Tax I.D. No.: 68-0465555

Address: 711 SE Grand Ave.

Portland, OR 97214

**CITY OF CUPERTINO**

A Municipal Corporation

By \_\_\_\_\_

Timm Borden, Director of Public Works

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Randolph Stevenson Hom, City Attorney

ATTEST:

\_\_\_\_\_  
Grace Schmidt, City Clerk

Contract Amount: \_\_\_\_\_

Account No. : \_\_\_\_\_

# Exhibit A – Scope of Services

## Scope of Work

### Task 1. Initiation and Project Management

Alta will review the existing resource documents that contain information related to the UPRR Trail Feasibility Study and the City of Cupertino's policies regarding trails. These documents include:

- Cupertino General Plan: Community Vision 2015-2040
- City of Cupertino 2016 Bicycle Transportation Plan
- Union Pacific Rail Trail Feasibility Study (October 15, 2001)
- Joint City Coordinated Stevens Creek Trail Feasibility Study (September 2015)
- Santa Clara County Countywide Trails Master Plan Update (November 14, 1995)
- Countywide Trails Prioritization and Gaps Analysis (March 17, 2015)
- VTA Bikeways Map D – Cupertino, Campbell, Saratoga and Los Gatos (May 2016)
- Alta will also review with the various agency standards and guidelines for developing trail design concepts that may apply to this project and shall provide a list of documents this project will need to adhere to. These standards and guidelines include:
  - 1999 Santa Clara County Interjurisdictional Trail Design, Use and Management Guidelines
  - 2005 Santa Clara County Parks and Recreation Department Trail Maintenance Manual
  - 2006 Santa Clara Valley Water District, Water Resources Protection Manual: Guidelines & Standards for Land Use Near Streams
  - 2012 California Department of Transportation Highway Design Manual: Chapter 1000 Bicycle Transportation Design
  - 2013 Architectural Barriers Act Accessibility Guidelines: Outdoor Developed Areas (and all applicable latest ADA standards)
  - VTA Bicycle Technical Guidelines, December 2012

Task 1 Deliverables:

- Applicable agency standards and guidelines list

### Task 2. Identify Ownerships and Jurisdictions

#### TASK 2.1. COLLECTION OF OWNERSHIP DOCUMENTS

The Alta team will collect publicly available documents including Title reports, maps, and other recorded information that relates to properties within the vicinity of the proposed trail.

#### TASK 2.2. REVIEW OF OWNERSHIP DOCUMENTS

The Alta team will review available documents including Title reports, maps, and other recorded information in order to determine owners of or in the vicinity to land proposed to be part of the trail.

#### TASK 2.3. IDENTIFY POTENTIAL IMPACTS AND CONSTRAINTS

Using the available documents related to ownership, the Alta team will identify potential impacts and/or constraints that may exist including easements, exceptions, and other restrictions.

#### Task 2 Deliverables:

- Title reports for key property owners along property trail corridor
- Record boundary map
- Stakeholders and agency contact list

### Task 3. Conduct Field Reconnaissance and Existing Facilities Inventory/Analysis

#### Task 3.1. Data Collection and Base Mapping

The Alta team will create a series of comprehensive base maps for the project from available GIS and other information such as existing exhibits, reports and mapping to create an interactive site driven series of base maps for the project. Information contained on the base mapping will include:

- The foundation for the base mapping will be developed from publicly available high-resolution aerial imagery
- Right-of-way and property line data for the base mapping will be based on latest public available data
- Planning level topography will be based on available LIDAR to be provided by the City and County

With the foundation base mapping completed, we will refine and complete a comprehensive inventory, including but not limited to:

- Property ownership
- Zoning, land use, specific plan considerations as applicable
- On-street bicycle and pedestrian facilities and crossings
- Connections to other modes of transportation
- Roadway, railroad, creeks and waterway crossings
- Bridges
- Trees (protected, native, and trees greater than or equal to 8-inches in diameter)
- Utilities (above and below ground)
- Drainage patterns
- Rights-of-way, easements, and encroachments
- Geological conditions
- Biological conditions

Alta will compile this information into an Existing Facilities Inventory Memorandum, which will later be incorporated into the draft feasibility study. Existing facilities graphics will be produced in ArcGIS and Adobe Illustrator in 11"x17" tabloid format at an easily readable scale (typically 1" = 200' with enlargements for constrained areas). The Memorandum will include a Photograph Log of the corridor.

#### Task 3.2. Site Reconnaissance

Prior to our site visits, the Alta team will coordinate with Union Pacific Railroad (UPRR), as identified in Task 7.5, regarding anticipated trail work within the UPRR right-of-way and crossings under UPRR facilities. We will build on our recent experience working on pathway/rail crossing and encroachments for Sonoma Marin Area Rail Transit (SMART) and the Cities of Mountain View and Davis to identify the type of work and type of permits (crossing, encroachment or other) anticipated and review the concepts with UPRR managers Kevin Yoder (Public Projects) or Peggy Ygbuhay (Special Projects) to identify significant issues and potential solutions.



The Alta team will perform site visits to observe existing field conditions, verify trail alignment feasibility, and gather pertinent data to be used during the opportunity and constraints analysis. All information that is observed will be gathered and mapped based on opportunities for connectivity to existing trails and nearby points of interest. Alta will also identify the constraints for the UPRR Trail development. These constraints will include:

- Available land capacity
- Existing utilities
- Storm drainage infrastructure and drainage structure considerations
- Existing tree inventory
- Existing roadway conditions
- Existing underpasses and overpasses
- Retaining walls
- Biological resources

Alta will take a full inventory of all necessary roadway crossings, creek crossings, areas where structures may be needed (bridges, overpasses, underpasses), areas where trail width may be constrained, and areas in proximity to key infrastructure.

### Task 3.3. Opportunity and Constraints Analysis

Using the data collected and site reconnaissance information attained in Tasks 3.1 and 3.2, the Alta team will perform an opportunity and constraints analysis for the project area. This analysis will be summarized in an opportunity and constraints report and map.

Task 3 Deliverables:

- Draft existing facilities inventory and opportunity and constraints analysis and maps
- Final existing facilities inventory and opportunity and constraints analysis and maps

## Task 4. Develop Trail Alignments and Feasibility Criteria

Using the data from Tasks 1-3 and getting feedback from the agency and local business meetings discussed in Task 7.5 and Task 7.6, Alta will identify and develop trail alignment alternatives based on criteria set by the project team for a feasibility trail design. The proposed trail alignment will be a north-south alignment along the UPRR between the Hammond-Snyder Loop Trail and Saratoga-Sunnyvale Road.

### Task 4.1. Trail Feasibility Criteria

Alta will prepare illustrated design trail feasibility criteria specific to the anticipated users and settings discussed in the 2016 City of Cupertino 2016 Bicycle Transportation Plan (2016 Plan). The guidelines will reference applicable City, County, State, and Federal standards and policies, and will respond to the opportunities and constraints identified in previous tasks. Illustrations will include typical and special trail cross-sections and plan views, and design details. Alta literally “wrote the book” in the FHWA Rails-with-Trails: Lessons Learned Federal Study on many aspects of trail design standards along active rail lines both for accommodating different users, and for adapting to different trail settings such as:

- Trail types for specific users, and multi-use combinations
- Trails for specific environmental or land use settings
- Road and railroad crossings and adjacencies
- Trail parking and staging facilities - restrooms, rest areas, kiosks, and mapboards
- Fencing, gates, and styles

- Signage, including wayfinding, regulatory, and interpretive signs and elements

While developing the design criteria for the UPRR Channel corridor, Alta will take into account the following design considerations as they relate to each alignment alternative:

- Adjust property/real estate and/or trail easement acquisition
- Overhead and underground utilities
- Intersection crossings
- Proximity to residences
- Proximity to railroad tracks
- Privacy considerations and solutions
- Access to nearby points of intersects
- Compliance with ADA requirements
- Safe connections with existing and planned bicycle and pedestrian facilities
- Safety of trail users and residents adjacent to the proposed trail, including during evening hours
- Policing and preventing unauthorized trail access during evening hours
- Emergency vehicle access
- Maintenance and management
- Construction cost

The Alta team will be working with affected property owners and develop a list of key stakeholders and contact persons for use throughout the project. Agency Engagement meetings will be held early with UPRR, SCVWD, Santa Clara VTA, Caltrans, and PG&E to establish design criteria and project constraints. This will be a crucial aspect in the process to understand the elements of design that will be allowed within each agency jurisdiction.

The draft study will include an implementation and funding section with specific grant funding program review and strategy for the recommended alignment. It will include a review of the steps and documentation anticipated for project planning, design, approval and implementation, anticipating the particular challenges unique to the project type and location.

## Task 4.2. Develop Trail Alignments Alternatives and Connection/Crossing Concept Designs

Once the feasible design criteria have been set, Alta will develop trail alignment alternatives and crossing concept designs. The trail alternatives will provide information and recommendations that include the following:

- Feasible trail type
- Typical sections of the trail that includes width and surface treatments
- Sketches of design solutions at areas where the width is constrained
- Exhibits showing the facility widths and design elements that would meet the varying grantors and design standards listed in Task 1

Where appropriate, Alta will also explore and provide alternatives for over, under, and at-grade intersection crossings, on-street and at-grade alternatives for any seasonal underpasses, and short-term and long-term solutions that allow phased implementations of functional pathway segments. We will also identify access point opportunities, staging areas where amenities (i.e. benches, shade structures, drinking fountains, etc.) can be stationed, potential parking areas and enhancement opportunities to improve habitat value. In coordination with BRG, we will be working with an arborist to address the potential impact to the existing trees throughout the corridor.

During the phase of the project, Alta will conduct a special examination and create design concepts for the street and trail connections and crossing along the corridor. These design concepts will illustrate each crossing, intersection and proposed structure. Each design solution will be shown with enough detail to confirm that adequate clearances can be provided. The following locations will be analyzed and illustrated:

- Connection to regional Stevens Creek Trail
- Connection to Hammond-Snyder Loop Trail
- Cristo Rey Drive Crossing
- Interstate 280 Northbound on-ramp and off-ramp crossing
- Foothill Boulevard Crossing
- Stevens Creek Boulevard Crossing
- Bubb Road Crossing
- McClellan Road Crossing
- Regnart Creek Crossing
- Rainbow Drive Crossing
- Seven Springs Parkway Crossing
- Prospect Road Crossing
- Arroyo De Arguello/Via Roncole Crossing
- Prospect Creek Crossing
- Saratoga-Sunnyvale Road Crossing

### Task 4.3. Develop Technical Report for Trail Alignments and Connection/Crossing Concept Designs

Along with developing trail alignment alternatives and creating design concepts for the above connections and crossings, Alta will develop a recommendation for the trail alternatives to carry into an environmental analysis of a future trail. We will evaluate each of the alternatives for desirability (low, medium, and high) by creating a matrix evaluation criterion that will make alternatives more preferable than others.

Alta will prepare an administrative technical report with appropriate appendices presenting each trail alignment alternative along with the connection and intersection concept design. The technical report will include a summarized matrix that will evaluate each alternative by ranking them for desirability. The administrative technical report will be present to City of Cupertino staff for review and comment.

After initial comments are incorporated, Alta will submit a draft public technical report for the UPRR Trail alignment alternatives to City staff. We will present the draft public technical report for the Union Pacific Trail alignment alternatives to the community and City's commissions for input and feedback on the different alternatives.

Upon final comments from City of Cupertino staff, Alta will revise the draft public technical report for trail alignments to reflect all the input received. The final document will be known as the final technical report for the UPRR trail alignment alternatives.

#### Task 4 Deliverables:

- Technical report for the UPRR trail alignment alternatives and appendices (administrative draft, public draft, and final)
  - Document concept trail alignment alternatives
  - Design considerations
  - Trail feasibility criteria

- Recommendation matrix
- Recommendations for a preferred alternative

## Task 5. Facilitate Community Outreach and Public Participation Efforts

### 5.1. Community Outreach Plan

Alta will work with the City project manager and key partners to create a detailed, coordinated plan to inform and involve the public and all partners and stakeholders throughout the trail study. Elements of the outreach plan will be discussed at the project initiation meeting. The plan will then be refined, coordinated with the overall project work plan, and transmitted for review. Key components to be developed include:

- Plan of materials to be developed, including public notices, online forum, and email messages
- Study messaging to be used throughout outreach materials, including specific messaging for parents and families, and non-English-speaking residents
- Materials and communications distribution plan
- Outreach Schedule

The Outreach Plan will be revised by Alta in response to one set of comments from the City and relevant partners. The final outreach plan will be implemented by Alta in collaboration with the City. We anticipate that the City will assist with material distribution, including distribution to City channels, including print and electronic media and public message boards.

### 5.2. Community Workshops

Alta will work with the City to plan and host up to three (3) engaging, collaborative, and interactive community workshops.

#### Workshop #1

The first workshop will focus on introducing the study, gathering stakeholder feedback on opportunities and constraints to be explored. This workshop will provide an opportunity to gather early feedback on the project and engage stakeholders at the earliest stages of study development. We envision that the workshop would include multiple stations with maps, diagrams, and other visual materials to help orient attendees to the study area and objectives, with Alta and City staff available to discuss the project and gather feedback.

#### Workshop #2

Working with the City, Alta will plan and host a second community workshop at a mid-point of the project to provide project updates and solicit additional feedback from stakeholders. This workshop will focus on presenting the trail design and alignment alternatives, study opportunities and constraints, and final evaluation criteria. Attendees will be presented with visual displays that showcase the alternatives, opportunities and constraints, and provide the contextual information to help them provide informed comments to the project team.

#### Workshop #3

The final community workshop will provide an opportunity to showcase the study findings, including the recommended alignment, design standards, and cost estimates. Alta will work with the City to plan the workshop for diverse attendance from stakeholder communities, including user groups, school communities, nearby property owners, and non-English-speaking residents. The workshop will be in an open house format, providing an opportunity to drop in, review the study findings and recommendations, and speak with project team staff when convenient to the attendee. Boards and display materials will be highly visual, with maximum use of graphic representation of materials alongside any narrative information.

### 5.3. Neighborhood-Specific Working Group Sessions

To promote more focused input and engagement, Alta proposes holding neighborhood-specific working group sessions with residents living along the corridor in the following areas:

- Stonebridge Community to Creston Drive
- Northern end of Madera Drive to Stevens Creek Boulevard
- McClellan Road to Rainbow Drive
- Rainbow Drive to Prospect Road
- Prospect Road to Saratoga-Sunnyvale Road

#### Community Walks

Alta proposes holding the first two working group sessions as joint site tours/community walks to identify key conditions and issues in the study area and to establish a shared understanding between the project team and the community (these community walks could be combined with Task 3). The first community walk could be on the northern section (Hammond-Snyder Loop Trail to McClellan Road) and the second on the southern section (McClellan Road to Saratoga-Sunnyvale Road). The sections could also be shortened in length and may be contingent on getting approval from UPRR or other property owners. Alta will provide a base map and background information package for participants. The main purpose of this effort will be an interactive field working session where creative brainstorming can occur and where opportunities and constraints can be better understood.

#### Working Group Sessions

Alta will then meet with each working group one time (five meetings total). The first working group session will recap the community walks, describe existing conditions, opportunities, and constraints, and share initial concepts for review and feedback. Revised concepts will be available for feedback at the second and third community workshop. The method for noticing residents will be established in Task 5.1 Community Outreach Plan and may include direct mail and/or online social media such as NextDoor.

### 5.4. Community Outreach Memo

Alta will develop a memo that details the public outreach process, timeline of activities, level of participation, and community feedback. The memo will summarize community input according to common themes expressed by the public and provide documentation of the engagement process through photographs, attendance records, and comment cards or other written remarks. The memo will include an executive summary.

### 5.5. Graphics/Online Media

Alta will develop a logo and design scheme to brand the study process. Alta will develop outreach flyers for each of the three (3) community workshops. Alta will prepare up to twelve (12) visually rich posts to help the City advertise upcoming events or provide updates on the study process via the City's website and social media channels.

#### Task 5 Deliverables:

- Community outreach plan
- Up to three community workshops
- Community walk (joint working group session)
- Up to six neighborhood-specific working group sessions
- Community outreach memo
- Study logo/brand

- Community workshop flyers
- Up to twelve update posts for social media/website

## Task 6. Union Pacific Railroad Trail Feasibility Study

### Task 6.1. Administrative Feasibility Draft Study

Based on the information gathered in Tasks 1-5, Alta will prepare an administrative draft version of the UPRR Trail Feasibility Study based on the preferred UPRR Trail preferred alignment alternative. Every major chapter and section as well all exhibits and appendices produced will be provided to City of Cupertino staff for review. This will be presented to city staff in the form of an administrative draft trail feasibility study for comments. We will look to the City's project manager to provide us with one consolidated set of comments for inclusion in the final report.

### Task 6.2. Public Feasibility Draft Study

After initial comments are incorporated, Alta will submit a public draft version of the UPRR Trail Feasibility Study to City staff. We will present the public draft of the UPRR Trail Feasibility Study to the community and City's Commissions for final input and feedback on the preferred alternative.

### Task 6.3. Final Feasibility Study

Upon final comments from City of Cupertino staff, Alta will revise the public draft version of the UPRR Trail Feasibility Study to reflect all the input received. The final document will be known as the Final UPRR Trail Feasibility Study.

Task 6 Deliverables:

- UPRR Trail Feasibility Study (administrative draft, public draft and final)

## Task 7. Meetings

Throughout the duration of this project, the Alta team will be conducting meetings with city staff, local agencies, local businesses, and with different communities and neighborhood throughout the UPRR Trail corridor. The following meetings will be lead and administrate by the Alta team:

### Task 7.1. Project Kick-off Meeting

As the first order of work Alta will conduct a project kick-off meeting with City of Cupertino staff and the project team members will take place. Topics for this meeting include review of project goals, key issues and project schedule including task and meeting sequencing, confirm procedures and lines of communication and stakeholders, review and collect available information and review.

### Task 7.2. City Staff Meetings

Monthly, in-person project team meetings will be conducted between the project team and City of Cupertino staff. These meetings will occur throughout the project timeline and are intended to take place in Cupertino.

Weekly or bi-weekly project update meetings will be held via telephone, GoTo Meeting or similar (based on City of Cupertino's preference). The Alta team will lead both weekly/bi-weekly and monthly meetings and will prepare the agendas, meeting materials, and meeting minutes.

### Task 7.3. City Council Meetings/Study Sessions

Alta will prepare presentations for a minimum of two City council meetings/study sessions. These meetings/study sessions will serve as an info session for the city council members and an opportunity for them to provide their input. Alta will prepare all associated presentation materials.

### Task 7.4. Commission Meetings/Study Sessions

Alta will lead presentations at a minimum of ten city commission meetings/study sessions for the various applicable City of Cupertino commissions. These meetings/study sessions will serve as an info session for the city commission members and an opportunity for them to provide their input. Alta will prepare all associated presentation materials.

To reduce costs associated with this project, Alta and the City of Cupertino will strategize to combine these meetings and hold joint commission meetings to discuss the proposed corridor.

### Task 7.5. Agency Meetings

Alta will lead and administer meetings with each of the following agencies:

- UPRR – minimum of four meetings
- SCVWD – minimum of four meetings
- Santa Clara Valley Transportation Authority – minimum of two meetings
- California Department of Transportation (Caltrans) – minimum of three meetings
- Pacific Gas & Electric – minimum of one meeting
- City of Saratoga – minimum of two meetings
- Alta will prepare all associated presentation materials for meetings.

### Task 7.6. Local Business Meetings

Alta will discuss with the City of Cupertino staff to identify the local businesses along Bubb Road that will be affected by the proposed UPRR Trail corridor. Once these businesses are identified, Alta will lead and administer a minimum of two (2) meetings with each of the businesses to discuss their needs for potential access from their parking lots. Alta will prepare all agenda, associated presentation materials, and meeting minutes following each meeting.

#### Community Outreach Meetings

Please refer to Task 5: Facilitate Community Outreach and Public Participation Efforts for the community outreach meetings plan.

#### Task 7 Deliverables:

- Final project scope and work schedule from the project kick-off Meeting
- Agendas, meeting materials, and meeting minutes for the City staff meetings
- Presentation and reports for the City council meetings
- Meeting materials and presentations for the City commission meetings
- Agendas, meeting materials, and meeting minutes for each of the agency meetings
- Agendas, meeting materials, and meeting minutes for each of the local business meetings
- Meeting materials and presentations for the community outreach meetings

## Additional Task

### Task 8. Boundary and Topographic Survey

#### Task 8.1. Topographic Survey

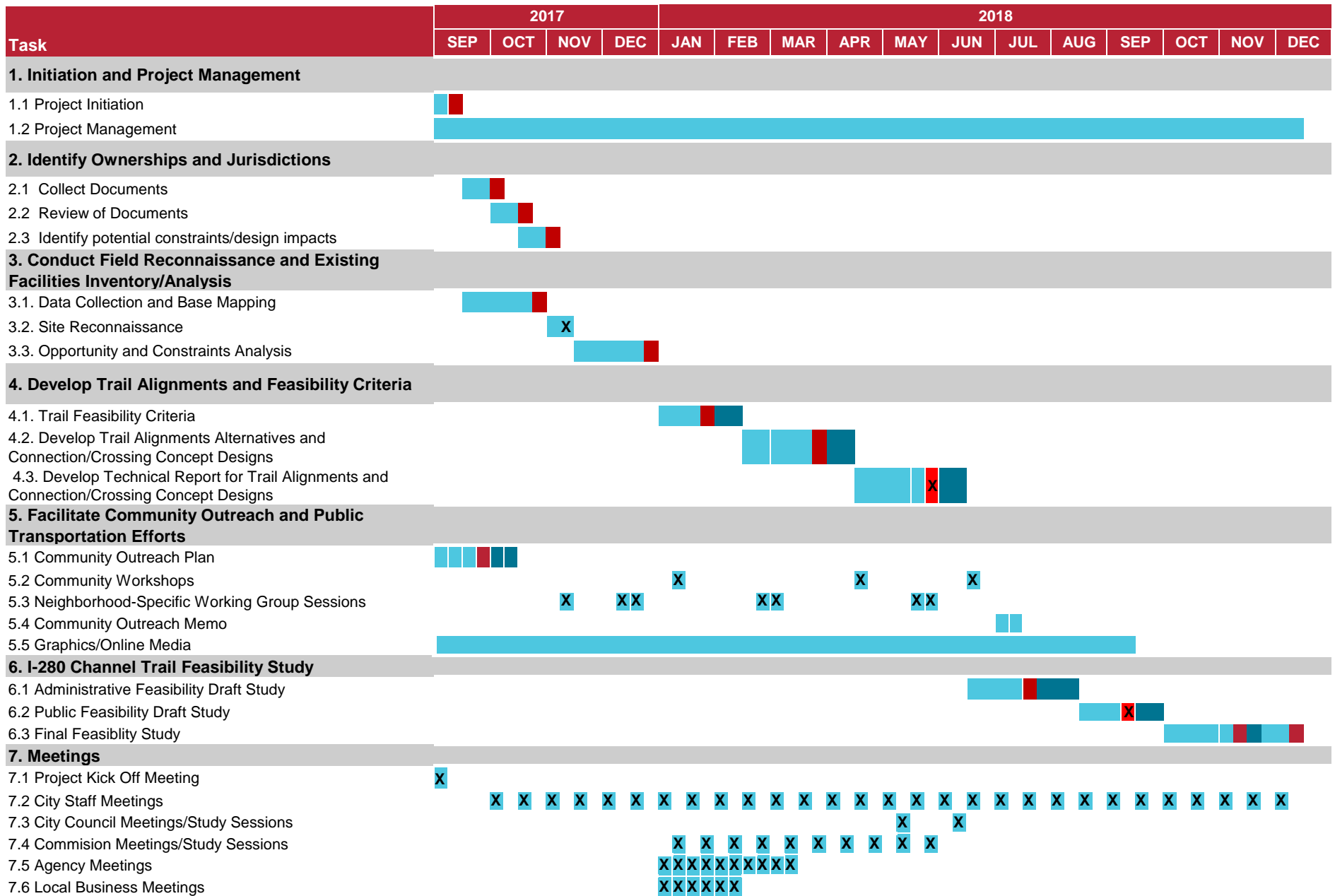
We propose to provide a topographic survey information at a scale of 1" = 20'. Areas where additional topographic survey information is required will be identified by the Alta team and will typically show the location of existing trees, structures, walkways, fences, adjacent roadways, and utility information within the project areas. The location of utility vaults, manholes, catch basins and invert information of storm and sanitary sewers will be shown based upon a field survey. The location of underground utilities lines such as gas, water, electric, and any on-site utilities will be shown based upon available agency records. Mechanical detection of existing utilities is specifically excluded.

#### Task 8.2. Boundary Survey

We propose to provide property boundary information where required including tie-in with adjacent streets, curbs, etc. We will show boundary lines, giving length and bearing (including reference on basis) on each straight line; interior angles; radius, point of tangency and length of curved lines.



# Exhibit B - Schedule of Performance



## LEGEND

- Task Progress
- Meeting / Workshop
- Deliverable
- Client Review

Exhibit C - Compensation

City of Cupertino

Cupertino Union Pacific Railroad Trail Feasibility Study

TASK	Alta Planning + Design									Sandis								Biotic	Task Hours	Total Task Fee
	Principal-in-Charge George M. Hudson, P.I.A.	Project Manager Greg Maher, P.I.A., A.S.I.A.	Assistant Project Manager Brian Burchfield, P.I.A.	Outreach Lead Jeff Knowles, AICP	Planner Lola Torney	Designer Reed Gordon	Senior Engineer Jason Cook, PE, OSD	Engineer Joseph Paull	GIS Analyst Zachary Robinson	Principal-in-Charge Ron Sanzo, PE, TE	Project Manager Bruce Davis, PE	Project Engineer Jenner Philips	CAD Drafter Colin Findlay	Senior Surveyor Kelly Johnson, P.L.S.	Project Surveyor TBD	2-Person Survey Crew TBD	Biologist Kathleen Lyons			
	\$265	\$200	\$133	\$175	\$112	\$105	\$145	\$112	\$105	\$200	\$165	\$140	\$105	\$175	\$140	\$295	\$145			
1. Initiation and Project Management	7	34	64	16	4	0	12	0	0	0	0	0	0	0	0	0	4	141	\$22,735	
1.1 Project Initiation	1	4	4	4	4		4										4	25	\$3,905	
1.2 Project Management	6	30	60	12			8											116	\$18,830	
2. Identify Ownerships and Jurisdictions	1	4	8	0	0	16	10	0	24	14	22	0	0	28	64	0	0	191	\$28,069	
2.1 Collect Documents	1	2	4			8	8		16	2	2			4	16			63	\$8,547	
2.2 Review of Documents		2	4			8	2		8	4	8			20	40			96	\$14,122	
2.3 Identify potential constraints/design impacts										8	12			4	8			32	\$5,400	
3. Conduct Field Reconnaissance and Existing Facilities Inventory/Analysis	2	5	24	14	20	36	28	16	36	3	8	20	0	0	0	0	30	242	\$31,894	
3.1. Data Collection and Base Mapping		1	8	2		16	8	4	12	1	4	4					6	66	\$8,452	
3.2. Site Reconnaissance		2	8	4	4	4	4	4	8			8					12	58	\$7,760	
3.3. Opportunity and Constraints Analysis	2	2	8	8	16	16	16	8	16	2	4	8					12	118	\$15,682	
4. Develop Trail Alignments and Feasibility Criteria	6	6	36	24	36	48	24	6	12	0	0	0	0	0	0	0	0	198	\$26,262	
4.1. Trail Feasibility Criteria	2	2	12	8	12	16	8	2	12									74	\$9,594	
4.2. Develop Trail Alignments Alternatives and Connection/Crossing Concept Designs	2	2	12	8	12	16	8	2										62	\$8,334	
4.3. Develop Technical Report for Trail Alignments and Connection/Crossing Concept Designs	2	2	12	8	12	16	8	2										62	\$8,334	
5. Facilitate Community Outreach and Public Participation Efforts	4	26	30	50	110	32	4	16	0	0	0	0	0	0	0	0	0	272	\$37,052	
5.1 Community Outreach Plan	2	2	2	4	8													18	\$2,792	
5.2 Community Workshops		12	12	18	40		4	16										102	\$13,998	
5.3 Neighborhood-Specific Working Group Sessions		8	16	24	30													78	\$11,288	
5.4 Community Outreach Memo	1	2		4	16	2												25	\$3,367	
5.5 Graphics/Online Media	1	2			16	30												49	\$5,607	
6. Union Pacific Railroad Trail Feasibility Study	6	24	32	36	30	48	48	30	0	0	0	0	0	0	0	0	3	257	\$36,101	
6.1 Administrative Feasibility Draft Study	2	8	12	12	10	16	16	10										86	\$12,066	
6.2 Public Feasibility Draft Study	2	8	12	12	10	16	16	10									2	88	\$12,356	
6.3 Final Feasibility Study	2	8	8	12	10	16	16	10									1	83	\$11,679	
7. Meetings	3	44	76	32	16	0	24	8	0	0	16	0	0	0	0	0	0	223	\$23,967	
7.1 Project Kick Off Meeting	1	4	4	4														13	\$2,297	
7.2 City Staff & Team Meetings	1	8	16	8			8											41	\$6,553	
7.3 City Council & Commission Meetings/Study Sessions	1	8	8	8	8		4											37	\$5,805	
7.4 Commision Meetings/Study Sessions		8	20	12	8		8	8										64	\$9,312	
7.5 Agency Meetings	2	8	16				4				16							46	\$7,478	
7.6 Local Business Meetings	2	8	12															22	\$3,726	
Additional Tasks																				
8. Boundary and Topographic Survey	1	1	8	0	0	0	8	0	0	3	8	4	70	24	48	86	0	261	\$48,809	
8.1 Topographic Survey	1	1	8				8			1	4	4	54	4	8	54		147	\$27,529	
8.2 Boundary Survey										2	4		16	20	40	32		114	\$21,280	
Staff Hours	29	143	270	172	216	180	150	76	72	17	46	20	0	28	64	0	37	1785	\$254,889	
Reimbursable Expenses & Travel																			\$5,000	
Project Total without Additional Task 8	\$7,685	\$28,600	\$35,910	\$30,100	\$24,192	\$18,900	\$21,750	\$8,512	\$7,560	\$3,400	\$7,590	\$2,800	\$0	\$4,900	\$8,960	\$0	\$5,365		\$211,080	
Project Total with Additional Task 8																			\$259,889	

GENERAL NOTES:  
\* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.