

**DRAFT CONSULTANT SERVICES AGREEMENT
BETWEEN
THE CITY OF SUNNYVALE AND FEHR & PEERS
FOR THE DEVELOPMENT OF A VISION ZERO PLAN**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and FERH & PEERS, a California corporation ("CONSULTANT").

WHEREAS, on October 10, 2016, CITY issued Request for Proposals (RFP) No. F17-024 for City of Sunnyvale Vision Zero Plan;

WHEREAS, CITY desires to secure professional services necessary for the development of a Vision Zero Plan; and,

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference, which consists of RFP No. F17-024 and its specifications, terms and conditions, and proposer's completed response. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

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

3. Duties of CITY

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

4. Compensation

CITY agrees to pay CONSULTANT at amount and rates detailed in Exhibit "B." Total compensation shall not exceed One Hundred Sixty-Six Thousand Seven Hundred Ninety-Six and No/100 Dollars (\$166,796.00). CONSULTANT shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B" attached and incorporated by reference.

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

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

6. Conflict of Interest

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

Pursuant to CITY's Standard Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700), Disclosure Category 1. See www.fppc.ca.gov for Form 700.

7. Confidential Information

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

8. Compliance with Laws

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

9. Independent Contractor

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

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including attorney fees, arising out of the performance of the work described herein, caused by or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

11. Insurance

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

12. CITY Representative

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

13. CONSULTANT Representative

Matt Haynes, Principle-in-Charge shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

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

To CITY: Ralph Garcia, Sr Transportation Engineer
Department of Public Work, Traffic and Transportation Division
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Matt Haynes, Principle-in-Charge
Fehr & Peers
2201 Broadway, Suite 400
Oakland, CA 94612

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

15. Assignment

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

16. Termination

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

17. Entire Agreement; Amendment

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

18. 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.

19. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

Fehr & Peers ("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

Name and Title

Exhibit A
Detailed Scope of Work

SUNNYVALE VISION ZERO PLAN - SCOPE OF WORK (FINAL), 3/6/17

Fehr & Peers is able to meet a schedule for completion of the Final Vision Zero Plan by February 2018. We propose a scope of work that includes each of the task items listed in the RFP and builds on the RFP's requested services based on our previous Vision Zero and multimodal safety experience.

Fehr & Peers will take a comprehensive look at existing transportation safety challenges in the City of Sunnyvale and propose actions that the City can take to address those needs. Key elements of our work include collision database development, safety data analysis, High Injury Network development, collision profile development, safety countermeasures identification, project prioritization, and implementation strategy development.

TASK 0: PROJECT INITIATION AND PROJECT MANAGEMENT

Fehr & Peers will work with the City of Sunnyvale to finalize a work plan and a schedule for completion of the Vision Zero Plan. We will confirm a project scope of work; establish a timeline for meetings and presentations; and set up communication channels with key City staff and other Vision Zero stakeholders. Task 0 will also include all work related to project management: invoices, progress reports, and periodic check-ins.

Task 0.1: Scope of Work Finalization

Fehr & Peers will develop a project work plan to guide the project process. Our work plan will focus on the logistics of successful project completion, and it will include a scope of work, budget, schedule with key product delivery dates, and an outline of outreach activities.

Task 0.1 Deliverables:

- Project work plan with project scope of work; project budget; project schedule and product delivery dates; meeting schedule; and outline of outreach activities. One round of revisions based on consolidated City comments after the kick-off meeting.

Task 0.1 Schedule: April 2017

Task 0.2: Project Kick-Off

Fehr & Peers will attend a one-hour project kick-off meeting with key City staff to initiate the project. At this meeting, we will review and confirm the project work plan, as well as determine immediate next steps for the project. Prior to the kick-off meeting (to facilitate review), Fehr & Peers will provide the draft project work plan. We assume that all contract modifications will be finalized in advance of the kick-off meeting.

Task 0.2 Deliverables:

- Materials for and attendance at one-hour kick-off meeting; minutes following meeting.

Task 0.2 Schedule: April 2017

Task 0.3: Ongoing Project Management

We recommend bi-weekly phone calls with the City team to provide updates on work activity and milestones and to discuss upcoming deliverables and outreach activities. We will submit monthly written progress reports and invoices.

Task 0.3 Deliverables:

- Ongoing project management, consisting of oversight of scope, schedule adherence, and quality control for all work products.
- Bi-weekly phone calls with City team and provision of meeting minutes (16 assumed at 30 minutes each).
- Monthly invoices and progress reports.

Task 0.3 Schedule: Ongoing

TASK 1: PUBLIC INVOLVEMENT AND ENGAGEMENT

Fehr & Peers will work with City staff to create an approach to public involvement and engagement around the Vision Zero Plan. Our outreach strategy will focus on communicating with community members, the Bicycle and Pedestrian Advisory Commission (BPAC), and the City Council.

We recommend that City staff encourage representatives from the various city and county departments (e.g., police, fire, planning, health, Safe Routes to School, etc.) to actively participate in the community workshops and BPAC meetings scheduled at key decision points throughout the process. Collaboration across departments is a core element of a Vision Zero initiative and critical to ensure its success.

Fehr & Peers will also participate in up to five in-person meetings with City staff. We recommend that the meetings take place at the following key project milestones: (1) collision landscape analysis, (2) priority project location selection, (3) safety countermeasures application, (4) draft concept design review, and (5) draft Vision Zero Plan review. We have accounted for these meetings under their respective tasks in this scope of work.

Task 1.1: Community Members

The public involvement process will include activities to engage the community during the existing conditions analysis and to solicit input during the creation of the Draft Vision Zero Plan.

Fehr & Peers will work with City staff to plan and execute two open house events, as described below. Fehr & Peers will develop materials for the events; City staff will be responsible for room logistics, refreshments, and any necessary translation services. Fehr & Peers has extensive experience leading similar community events for previous active transportation and safety plans. Most recently, our project manager Dana Weissman led and facilitated a series of successful open houses and stakeholder workshops for the VTA Countywide Bicycle Plan Update.

Similar to public involvement activities completed for Vision Zero plans in other cities, the goal of the first open house will be to raise awareness for Vision Zero in the City of Sunnyvale and to understand perceived issues, unreported collisions, close calls and other potentially challenging conditions. At the second open house, Fehr & Peers will present elements of the draft Vision Zero Plan, with a focus on the proposed improvements intended to address specific safety concerns.

At both open house events, participants will be presented with information and provide feedback at stations organized by theme or geography. This allows participants to efficiently understand and provide input on the areas of Sunnyvale that are most connected to their personal experiences through home, work or recreation.

Fehr & Peers will partner with City staff and other Vision Zero stakeholders to promote the open house events through social media, and we will provide materials for City staff to send to neighborhood organizations, council offices, advocacy groups, and local papers. Our partner Dieckmann Cogill at Paragon Planning will be an asset in identifying local stakeholders, based on her experience working in Sunnyvale. Through our strong relationship with the Silicon Valley Bicycle Coalition (SVBC), we will utilize their connectedness to spread the word about Vision Zero and engage both their members and other community organizations. With all of these tools, we will ensure that the Vision Zero open house events are well-attended and draw a diverse crowd of local residents.

Task 1.1 Deliverables:

- Boards and presentation slides for two open house events. One round of revisions based on consolidated City comments.
- Social media promotion for two open house events.
- Promotional flyer for two open house events, to be distributed by City staff.
- Facilitation of two open house events (assumed four hours each, including set-up and clean-up).
- Brief summary memorandum highlighting key takeaways from two open house events.

Task 1.1 Schedule: July and November 2017

Task 1.2: Bicycle and Pedestrian Advisory Commission

Fehr & Peers will support City staff with ongoing outreach to the City's Bicycle and Pedestrian Advisory Commission. We will develop agendas, prepare materials, assist in facilitation, and summarize minutes for up to two BPAC meetings.

We recommend scheduling the two BPAC meetings to solicit feedback from the members during the following two stages of project development.

1. Introduction to Vision Zero Plan and study purpose. Presentation of existing conditions.
2. Presentation of implementation approach and review of priority project locations and safety improvements.

Task 1.2 Deliverables:

- Agendas for two BPAC meetings, made available prior to each meeting. One round of revisions based on consolidated City comments.
- Presentation slides for two BPAC meetings. One round of revisions based on consolidated City comments.
- Participation in two BPAC meetings (assumed two hours each).
- Minutes from two BPAC meetings.

Task 1.2 Schedule: July and September 2017

Task 1.3: City Council

Fehr & Peers will develop an agenda, prepare materials, assist in facilitation, and summarize minutes for one City Council meeting. The City Council meeting will be scheduled to present and solicit feedback on the Draft Vision Zero plan.

Task 1.3 Deliverables:

- Agenda for one City County meeting, made available prior to meeting. One round of revisions based on consolidated City comments.
- Presentation slides for one City Council meeting. One round of revisions based on consolidated City comments.
- Participation in one City Council meeting (assumed three hours).
- Minutes from one City Council meeting.

Task 1.3 Schedule: February 2018

Task 1.4: Stakeholder Focus Groups

Fehr & Peers will facilitate two one-hour focus group meetings to directly engage and solicit input from key stakeholder groups (for example, local schools).

Task 1.4 Deliverables:

- Materials for two one-hour focus group meetings with targeted stakeholders identified by City staff.
- Facilitation of two one-hour focus group meetings.
- Minutes from two one-hour focus group meetings.

Task 1.4 Schedule: July 2017

Task 1.5: Online Presence

Fehr & Peers will supplement the community open houses with an online presence to build excitement around Vision Zero and engage community members who do not attend the in-person events. Fehr & Peers has an in-house webpage design team that could develop a visually compelling Vision Zero webpage for the City of Sunnyvale, either through the City's existing website or under a new domain. [We assume that the City will cover the cost of purchasing a new domain.] The webpage will feature a new City of Sunnyvale Vision Zero logo, as well as Vision Zero content including educational materials, open house presentations and boards, and deliverables from the project.

The webpage will also serve as a vehicle through which the public can provide online feedback at key decision points throughout the plan process. This ensures that all community members who wish to comment will have their voices heard regardless of whether they are able to attend the open house events. The VTA Next Network website (<http://nextnetwork.vta.org/>) is an example of the type of website Fehr & Peers will develop for the Sunnyvale Vision Zero Plan.

Task 1.5 Deliverables:

- Online presence for City of Sunnyvale's Vision Zero Plan, including website for sharing project information and facilitating community input on plan process.

Task 1.5 Schedule: ongoing

TASK 2: EXISTING CONDITIONS ASSESSMENT

Fehr & Peers will take a comprehensive look at existing safety challenges in the City of Sunnyvale. We will build a master collision database from which we will conduct a descriptive collision analysis to identify key safety issues.

Task 2.1: City Plans and Policies Review

We will strengthen our understanding of the safety environment in the City of Sunnyvale through an initial review of recent plans and policies related to the City's multimodal travel network. Documents to be reviewed include the Safe Routes to School Plan, Pedestrian Safety Opportunities Study, 2006 Bicycle Plan, General Plan Land Use and Transportation Element, relevant Specific Plans, and the City's engineering standards guiding project implementation. Successful policies from surrounding jurisdictions that are relevant to the safety environment will also be identified. Dieckmann Cogill's involvement with the development of many of these plans will bring value to the team.

Key safety takeaways from the reviewed documents will be incorporated into the Vision Zero Plan.

Task 2.1 Deliverables:

- Key safety takeaways to be summarized and incorporated into the Vision Zero Plan.

Task 2.1 Schedule: April 2017

Task 2.2: Collision Database

Fehr & Peers will use the City's Crossroads database to compile vehicle, pedestrian and bicycle collision data for the City of Sunnyvale for the most recent five years available (2012-2016). The collision database will be in GIS format, with each collision record coded to a unique location.

Through our experience working with other citywide collision databases, we have learned the value of supplementing collision data with contextual variables to enrich the collision analysis and better

understand collision patterns. Contextual variables contain information on the environments surrounding the collision locations, including:

- Demographic data (e.g., population, employment, age, race, gender, etc.)
- Land use data (e.g., locations of schools, parks, senior centers, etc.)
- Roadway characteristics data (e.g., number of lanes, speeds, volumes, traffic controls, bicycle facilities, sidewalks, street lighting, etc.)

We will collaborate with the City data team to incorporate additional contextual variables that are relevant for the collision analysis. Fehr & Peers will pull from the US Census and incorporate local demographic data. We assume that the City will provide relevant GIS data on local land uses and roadway characteristics, as available from the Safe Routes to School Plan, Pedestrian Safety Opportunities Study, 2006 Bicycle Plan, General Plan Land Use and Transportation Element, and other City resources. We have not accounted for data collection or data cleaning in our proposed scope of work.

Task 2.2 Deliverables:

- Collision database in GIS format, enhanced with contextual data.

Task 2.2 Schedule: May-June 2017

Task 2.3: Collision Landscape Analysis

Fehr & Peers will conduct an analysis of the City of Sunnyvale collision data to highlight key collision patterns across the City. Our analysis will rely on the database developed under Task 2.2.

We will analyze fatal and severe injury collision data for all modes from 2012 to 2016. We will conduct a collision landscape analysis describing the data based on the collision characteristics and contextual variables compiled in Task 2.2. The analysis will investigate the traits of the parties involved, collision types (e.g., rear-end, broadside), preceding movements, unsafe behaviors, and other contributing factors like time of day or weather. Similar to the descriptive analyses that we have conducted for other Vision Zero cities, we will also investigate trends in contextual variables such as roadway speeds and volumes, intersection traffic controls, the presence of pedestrian and bicycle facilities, and the types of nearby land uses.

We propose to summarize our findings from the collision landscape analysis in a visual format with maps and graphics that would be easily understood and publicly shared, instead of in a text-based technical memorandum.

Fehr & Peers will share the initial findings from the collision landscape analysis in an in-person, two-hour meeting with City staff (City staff meeting #1). The meeting will focus on identifying the key descriptive elements that tell the Sunnyvale collision story in preparation for the first community open house event. Fehr & Peers will provide an agenda and materials in advance of the meeting and send out meeting notes afterwards.

Task 2.3 Deliverables:

- Maps and graphics visually summarizing findings from collision landscape analysis. One round of revisions based on consolidated City comments.
- Two-hour, in-person meeting with City staff to review collision landscape analysis.

Task 2.3 Schedule: June-July 2017

Task 2.4: Collision Record Review

Fehr & Peers will undertake a review of data records and police reports for fatal and severe injury collisions in the City of Sunnyvale to better understand the stories behind these collisions. This review will inform our findings from the collision landscape analysis in Task 2.3 and enhance our understanding of the collision profiles developed in Task 3.2. This ensures that the process of defining the safety improvement needs at priority locations (described in Task 4) is based on accurate collision details, removing any concern about the potential unreliability of collision data records.

Task 2.4 Deliverables:

- Review of fatal and severe injury collision data records and police reports in City of Sunnyvale between 2012 and 2016. Documentation of key findings from review to inform development of collision profiles and application of appropriate safety countermeasures.

Task 2.4 Schedule: May 2017

TASK 3: PRIORITY PROJECT IDENTIFICATION

Fehr & Peers will work with the City to identify priority project locations based on data-driven safety needs and feedback received through public outreach. A High Injury Network will highlight the key safety corridors, and collision profiles will help tell the story behind severe and fatal collisions at those locations. The identification of effective safety countermeasures and definition of safety projects is described under Tasks 4 and 5.

Task 3.1: High Injury Network

Fehr & Peers will develop a High Injury Network (HIN) for the City of Sunnyvale based on the collision data included in the database developed under Task 2.2. The HIN will identify the corridors with the highest levels of fatal and severe injury collisions for pedestrians, bicyclists, and motorists, providing a comprehensive set of priority locations for citywide safety improvements. Development of the HIN is a crucial first step in the data-driven process to prioritize safety interventions where they are needed most.

Fehr & Peers will develop one multimodal HIN in GIS format. It will be shared with City staff, allowing them to make future updates to the network as more recent data become available.

We recommend incorporating a discussion of the draft High Injury Network into the first in-person meeting with City staff to accompany the review of the collision landscape analysis under Task 2.3.

Task 3.1 Deliverables:

- Multimodal High Injury Network. One round of revisions based on consolidated City comments.

Task 3.1 Schedule: July 2017

Task 3.2: Collision Profiles

Building on the descriptive analysis, we will define up to ten collision profiles that describe the primary factors that lead to fatalities and severe injuries on the High Injury Network and that best reflect the fundamental safety challenges in the City of Sunnyvale. The collision profile analysis adds nuance to the collision landscape analysis completed in Task 2.3 by identifying the combinations of factors that are present at a given location. The collision profiles developed under this task not only tell a story of why collisions occur, but they also identify the primary risk factors that lead to collisions. This approach allows us to determine what countermeasures would likely be most effective at a given site, based on specific collision characteristics (described further in Task 4).

We will develop the collision profiles based on the factors that appear most frequently on the corridors. The definition of collision profiles will be informed by our findings from the collision landscape analysis, collision patterns that have been shown to be important in peer cities, and factors that City staff feel properly address the local collision context in Sunnyvale.

Fehr & Peers will provide a summary table of selected collision profiles and collision profile maps showing where on the High Injury Network the collision profiles are most prevalent. With this

approach, we can identify which locations are relevant under which profiles and what the top profiles are at each location.

Task 3.2 Deliverables:

- Table of collision profiles that define key factors associated with fatal and severe injury collisions. One round of revisions based on consolidated City comments.
- Collision profile maps – one for every collision profile, up to ten – showing where the collision profiles are most prevalent across the City of Sunnyvale. One round of revisions based on consolidated City comments.

Task 3.2 Schedule: August-September 2017

Task 3.3: Priority Project Locations

The High Injury Network helps focus the City's safety interventions on a subset of high-collision corridors. From this subset, Fehr & Peers will identify up to ten priority project hot spot locations. We will look at locations on the HIN with particularly high collision densities, weighted by collision severity, and refine the list based on public feedback on perceived issues and safety concerns heard during the first community open house event.

Fehr & Peers will present a draft of the 10 priority project hot spot locations and the considerations that went into selecting them in an in-person, two-hour meeting with City staff (City staff meeting #2). The meeting will focus on finalizing the set of priority project hot spot locations. Fehr & Peers will provide an agenda and materials in advance of the meeting and send out meeting notes afterwards.

Task 3.3 Deliverables:

- Map of up to 10 priority project hot spot locations. One round of revisions based on consolidated City comments.
- Two-hour, in-person meeting with City staff to review priority project locations.

Task 3.3 Schedule: August 2017

Task 3.4: Collision Predictive Modeling (Enhancement at No Cost to City)

A collision landscape analysis and development of collision profiles based on historic collision data helps us tell the story of and respond to collision patterns of the past, but what about the future? As an enhancement task, funded through Fehr & Peers R&D efforts and at *no charge* to the City of Sunnyvale, Fehr & Peers will use predictive modeling to identify up to five locations where collisions

could be expected to occur, despite a lack of collision history. Our analysis will use historic collision patterns to isolate locations that may not have experienced a high rate of fatal and severe injury collisions to date but that are likely to in the future because they possess the characteristics of a high collision corridor. Fehr & Peers has a statistician on staff who is experienced in predictive modeling strategies, and our team will spend up to 40 hours on this enhancement task.

Predictive modeling will allow the City to proactively address unobserved, anticipated safety trouble spots. A subset of these locations could be incorporated into the set of priority project locations identified in Task 3.3 to supplement the locations that react to observed, historic safety issues.

Task 3.4 Deliverables:

- Map and list of up to five locations identified through predictive modeling.

Task 3.4 Schedule: September 2017

TASK 4: SAFETY COUNTERMEASURES

Fehr & Peers will research best practices in multimodal safety countermeasure application, develop a toolbox of multimodal safety countermeasures relevant for the City of Sunnyvale, and apply appropriate countermeasures to the priority project locations identified in Task 3.

Task 4.1: Countermeasure Research

Fehr & Peers will investigate the most effective safety countermeasures, strategies and practices currently used by peer cities to reduce the number and severity of roadway collisions for all modes. Our research will be based on best practices and literature reviews that we conducted for the San Francisco and Los Angeles Vision Zero projects, with minor additions to reflect new research and national guidelines on multimodal safety improvements or to incorporate specific requests from City staff.

Task 4.1 Deliverables:

- Countermeasure research to inform identification of applicable engineering interventions and policies/programs.

Task 4.1 Schedule: September 2017

Task 4.2: Engineering Interventions

Based on the findings from our countermeasures investigation, we will develop a list of potential engineering safety countermeasures for the City of Sunnyvale to consider for implementation. City staff will provide guidance on the twenty countermeasures that would be most viable in the local Sunnyvale context, based on countermeasure feasibility, demonstrated collision reduction factors, and cost.

We will develop a countermeasure glossary for the twenty selected countermeasures. The glossary will include descriptions and photos, suitable application contexts, design guidelines, demonstrated safety effectiveness, approximate costs, and multimodal operations considerations.

Task 4.2 Deliverables:

- List of up to twenty engineering and non-engineering safety countermeasures applicable to the City of Sunnyvale, including a glossary of countermeasures (PDF). One round of revisions based on consolidated City comments.

Task 4.2 Schedule: September-October 2017

Task 4.3: Policies and Programs

Fehr & Peers, with support from Paragon Planning, will identify opportunities for non-infrastructure Vision Zero countermeasures, including policies and programs dedicated to Vision Zero education, encouragement, enforcement, evaluation, and emergency services. Our recommendations will be based on research that we have previously conducted as part of recent Vision Zero efforts in other cities, as well as tier off of the previous Sunnyvale studies examined in Task 2.1, including the MTC Safety Technical Assistance Program and Pedestrian Safety Opportunities Studies to ensure that the recommendations fit within the broader citywide planning and policy context.

Task 4.4: Profile-Countermeasure Matrix

Fehr & Peers will create a draft profile-countermeasure matrix by pairing engineering and non-engineering countermeasures with collision profiles to identify the collision types for which each countermeasure would be most effective. City staff will provide input on the draft pairings. The matrix will serve as a tool to link collision profiles to effective countermeasures and define location-specific projects or programmatic policies/programs.

This matrix will help illustrate the connection between key deficiencies (i.e., collision profiles) and key opportunities (i.e., countermeasures) in the City of Sunnyvale's transportation network.

Fehr & Peers will present a draft collision profile-countermeasure matrix in an in-person, two-hour meeting with City staff (City staff meeting #3). The meeting will focus on refining the matrix pairings to reflect the most effective and feasible interventions for the local context. This meeting will also focus on preparation for the second community open house event, which will highlight and solicit feedback on the collision profile and countermeasure work to date. Fehr & Peers will provide an agenda and materials in advance of the meeting and send out meeting notes afterwards.

Task 4.4 Deliverables:

- Profile-countermeasure matrix pairing collision profiles with countermeasures. One round of revisions based on consolidated City comments.
- Two-hour, in-person meeting with City staff to review draft collision profile-countermeasure matrix.

Task 4.4 Schedule: September-October 2017

TASK 5: IMPLEMENTATION STRATEGY

Through our experience working with San Francisco and Los Angeles on their Vision Zero initiatives, we have learned the importance of developing a framework for project implementation to facilitate the transition from high-level policies and programs to on-the-ground changes. In partnership with WMH Corporation, we will create an implementation strategy for the City of Sunnyvale to execute its unique Vision Zero Plan that moves beyond high-level goals and policies and into the hard work of on-the-ground improvements, starting with a set of priority projects.

Task 5.1: Priority Project Field Study

Fehr & Peers will lead a field study of up to three of the priority project hot spot locations. We will guide City staff and key stakeholders on a two-hour walking tour of each location to examine existing conditions and discuss in real time the desirability and feasibility of a set of location-specific, engineering enhancements identified at a planning level through the collision profile-countermeasure matrix developed in Task 4.4.

Task 5.1 Deliverables:

- Field study of up to three of the priority project locations.
- Draft set of engineering enhancements, based on field study. One round of revisions based on consolidated City comments.

Task 5.1 Schedule: November 2017

Task 5.2: Priority Project Cut Sheets

Fehr & Peers will develop a project cut sheet for each of the 10 priority project hot spot locations identified in Task 3.3. The cut sheets will include simple concept designs with project extents and elements, high level project cost estimates, and recommended project phasing. The cut sheets will also include other project implementation considerations such as likely qualitative effect on multimodal operations and potential funding sources. Quantitative multimodal operations analysis is included as an optional task below.

The cut sheets will be developed in Illustrator and will be designed to move rapidly from concept to preliminary design. They will also be tailored to compete effectively for grant funding. WMH will provide crucial peer review of the cut sheets.

Fehr & Peers will present draft priority project cut sheets in an in-person, two-hour meeting with City staff (City staff meeting #4). The meeting will focus on refining the project descriptions and cut sheet layout to create the most useful resource for City staff in planning and funding the priority Vision Zero projects. The City's grant team may join the meeting to provide input on how the cut sheets can best meet their application needs. Fehr & Peers will provide an agenda and materials in advance of the meeting and send out meeting notes afterwards.

Task 5.2 Deliverables:

- Project cut sheet for each of the ten priority project hot spot locations. One round of revisions based on consolidated City comments.
- Two-hour, in-person meeting with City staff to review draft priority project cut sheets.

Task 5.2 Schedule: November-December 2017

TASK 6: DRAFT AND FINAL VISION ZERO PLAN

Fehr & Peers will develop a Draft Vision Zero Plan based on the findings from our work conducted under Task 1 through Task 5. The Draft Vision Zero Plan will present existing safety conditions, key collision patterns, priority project locations, and implementable actions that the City can take to achieve its Vision Zero goal. The Plan will also include a performance evaluation strategy, where a baseline for performance indicators will be identified based on OTS rankings and additional safety performance analysis conducted by City staff.

The Draft Vision Zero Plan will begin with a preamble in the voice of City leadership explaining why Vision Zero is important to the City of Sunnyvale and how it complements other city safety efforts.

At the back of the plan will be an appendix with the technical analyses conducted throughout the course of the project.

One key element of the Draft Vision Zero Plan will be the incorporation of a Complete Streets component, ensuring consistency with the successful City program.

We propose to develop a visually-oriented plan that will be accessible and compelling to the community, consisting primarily of images, charts and photos with limited text. The content for the plan will be prepared as the project progresses so that the visuals can be included in presentations at the open houses and meetings discussed in Task 1.

Fehr & Peers will meet with City staff in an in-person, two-hour meeting (City staff meeting #5) to review staff feedback on the Draft Vision Zero Plan. Fehr & Peers will provide the draft plan in advance of the meeting. We will incorporate feedback received from City staff into a Final Vision Zero Plan.

Task 6 Deliverables:

- Draft Vision Zero Plan. One round of revisions based on consolidated City comments to create Final Vision Zero Plan.
- Two-hour, in-person meeting with City staff to review Draft Vision Zero Plan.

Task 6 Schedule: January-March 2018

OPTIONAL TASKS

Our proposal also includes a number of optional tasks that would enhance, but that are not critical to, the plan-making process.

Optional Task OT-1: CAD Drawings

As an optional task, Fehr & Peers would collaborate with WMH Corporation to develop CAD drawings with line work for the proposed improvements at the 10 priority project locations. These preliminary drawings would provide the City with a strong starting point for final project design.

Task OT-1 Deliverables:

- CAD drawings with proposed improvements for each priority project location. One round of revisions based on consolidated City comments.

Task OT-1 Schedule: November-December 2017

Optional Task OT-2: Multimodal Operations Analysis

As an optional task, Fehr & Peers could assess the implications of each priority project concept design on multimodal roadway operations. Using the Sunnyvale citywide Synchro network, we could conduct a corridor analysis of vehicle delay and queuing. We could also use the Fehr & Peers Streetscore+ tool to measure the comfort level for bicycling and walking on the priority project corridors before and after project implementation. This would help inform a benefit/cost ratio for each priority project.

The multimodal operations analysis could be conducted for all priority project locations or for a small subset of priority project locations, thereby limiting the addition cost for the task.

Task OT-2 Deliverables:

- Evaluation matrix summarizing results from multimodal operations analysis for each priority project. One round of revisions based on consolidated City comments.

Task OT-2 Schedule: November-December 2017

Optional Task OT-3: Targeted Outreach for Priority Project Concept Designs

As an optional task, Fehr & Peers could work with City staff to plan and execute walking audits of up to three priority project locations to guide neighborhood stakeholders through the concept designs. The goal of these events would be to introduce local residents to the unique safety challenges at each location and to solicit feedback on the proposed countermeasures and design elements.

Task OT-3 Deliverables:

- (OPTIONAL) Materials preparation for and facilitation of up to three additional community events focused on priority project concept designs.

Task OT-3 Schedule: December 2017

**Sunnyvale Vision Zero Plan
Project Schedule (Final)**

Task #	Task Description	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
Task 0 - Project Initiation & Project Management													
0.1	Scope of Work Finalization	█											
0.2	Project Kick-Off												
0.3	Ongoing Project Management	█	█	█	█	█	█	█	█	█	█	█	█
Task 1 - Public Involvement & Engagement													
1.1	Community Members (2)				█				█				
1.2	BPAC (2)				█		█						
1.3	City Council (1)				█							█	
1.4	Stakeholder Focus Groups (2)				█								
1.5	Online Presence	█	█	█	█	█	█	█	█	█	█	█	█
Task 2 - Existing Conditions Assessment													
2.1	City Plans and Policies Review	█											
2.2	Collision Database		█	█									
2.3	Collision Landscape Analysis				█								
2.4	Collision Review		█										
Task 3 - Priority Project Identification													
3.1	High Injury Network				█								
3.2	Collision Profiles				█								
3.3	Priority Project Locations					█	█						
3.4	Predictive Modeling						█						
Task 4 - Safety Countermeasures													
4.1	Countermeasure Research						█						
4.2	Engineering Interventions						█						
4.3	Policies and Programs						█	█					
4.4	Profile-Countermeasure Matrix												
Task 5 - Implementation Strategy													
5.1	Field Study (3 hot spots)								█				
5.2	Project Cut Sheets									█			
Task 6 - Draft & Final Vision Zero Plan													
6	Draft & Final Plan										█	█	█
Optional Services													
OT-3	(Optional) Targeted Outreach										█		

Exhibit B

Fee Proposal for the City of Sunnyvale Vision Zero Plan - Revised 2/24/17
Fehr & Peers

Tasks		Labor									Subconsultants						Total	
Task #	Task Description	Fehr & Peers (Prime)						Labor Hours	Direct Costs	Total	Paragon Planning			Project Engineer Steve Loupe	Labor Hours	Total Cost	Total Hours	Total Costs
		Project Manager Dana Weissman	Principal-in-Charge Matt Haynes	Safety Specialist Meghan Mitman	Planner/Engineer Victoria Caudullo	Graphics	Admin				Dieckmann Cogill	Labor Hours	Total Cost					
		\$165	\$275	\$245	\$130	\$140	\$125				\$95			\$207				
Task 0 - Project Initiation & Project Management																		
0.1	Scope of Work Finalization	4	0	0	2	0	0	6	\$50	\$970							6	\$970
0.2	Project Kick-Off	4	2	0	0	0	0	6	\$80	\$1,290							6	\$1,290
0.3	Ongoing Project Management	32	2	0	0	0	12	46	\$370	\$7,700							46	\$7,700
Task 1 - Public Involvement & Engagement																		
1.1	Community Members (2)	14	10	0	20	22	6	72	\$800	\$12,290	4	4	\$380				76	\$12,670
1.2	BPAC (2)	8	0	0	10	0	2	20	\$200	\$3,070							20	\$3,070
1.3	City Council (1)	5	0	0	8	4	2	19	\$130	\$2,805							19	\$2,805
1.4	Stakeholder Focus Groups (2)	6	4	0	10	0	3	23	\$260	\$4,025							23	\$4,025
1.5	Online Presence	8	2	0	16	40	8	74	\$530	\$11,080							74	\$11,080
Task 2 - Existing Conditions Assessment																		
2.1	City Plans and Policies Review	2	0	0	6	0	1	9	\$60	\$1,295	8	8	\$760				17	\$2,055
2.2	Collision Database	4	1	0	40	0	6	51	\$340	\$7,225							51	\$7,225
2.3	Collision Landscape Analysis	10	4	1	40	12	4	71	\$730	\$11,105							71	\$11,105
2.4	Collision Review	4	1	0	20	0	2	27	\$190	\$3,975							27	\$3,975
Task 3 - Priority Project Identification																		
3.1	High Injury Network	8	0	2	24	6	5	45	\$320	\$6,715							45	\$6,715
3.2	Collision Profiles	8	1	2	20	16	6	53	\$380	\$8,055							53	\$8,055
3.3	Priority Project Locations	10	4	0	20	16	6	56	\$580	\$8,920							56	\$8,920
3.4	Predictive Modeling (No Cost)	0	0	0	0	0	0	0	\$0	\$0							0	\$0
Task 4 - Safety Countermeasures																		
4.1	Countermeasure Research	2	0	2	10	0	2	16	\$120	\$2,490							16	\$2,490
4.2	Engineering Interventions	4	1	2	16	16	2	41	\$300	\$6,295							41	\$6,295
4.3	Policies and Programs	4	0	1	20	0	2	27	\$190	\$3,945	8	8	\$760				35	\$4,705
4.4	Profile-Countermeasure Matrix	10	4	2	14	0	4	34	\$390	\$5,950							34	\$5,950
Task 5 - Implementation Strategy																		
5.1	Field Study (3 hot spots)	12	4	0	20	0	4	40	\$430	\$6,610							40	\$6,610
5.2	Project Cut Sheets	14	12	2	40	20	8	96	\$1,060	\$16,160				8	8	\$1,656	104	\$17,816
Task 6 - Draft & Final Vision Zero Plan																		
6	Draft & Final Plan	24	6	2	30	16	10	88	\$940	\$14,430							88	\$14,430
Proposal Total		197	58	16	386	168	95	920	\$8,450	\$146,400	20	20	\$1,900	8	8	\$1,656	948	\$149,956
Optional Services																		
OT-3	(Optional) Targeted Outreach	24	9	2	40	16	11	102	\$1,100	\$16,840					0	\$0	102	\$16,840
Total Including Optional Services		221	67	18	426	184	106	1,022	\$9,550	\$163,240	20	20	\$1,900	8	8	\$1,656	1,050	\$166,796

Notes:
 This fee proposal is valid for a period of 90 days from the proposal submittal date.
 Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
 Direct costs such as computer, communications, and reproduction charges are billed as a percentage of labor.
 Mileage is billed at the IRS rate plus 10% handling fee.
 Other direct expenses are billed with 10% handling fee.
 Rates and staff are subject to change at any time, without notice, and within the total budget shown.

Exhibit C

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Acceptability of Insurers

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

Verification of Coverage

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