

## DRAFT

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND  
KIMLEY-HORN AND ASSOCIATES, INC. FOR THE WOLFE ROAD CORRIDOR  
TRAFFIC IMPROVEMENT STUDY**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary to study alternatives for traffic improvements along the Wolfe Road corridor between Homestead Road and El Camino Real in conjunction with Request for Proposals F15-81; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Adam Dankberg, P.E. to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the

percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. Base services shall be in the amount of One Hundred Thirty Nine Thousand Seven Hundred Sixty and No/100 Dollars (\$139,760.00), and optional services shall be in the amount of Eight Thousand Two Hundred Thirty Five and No/100 Dollars (\$8,235.00). In not event shall the total compensation payable under this agreement exceed the sum of One Hundred Forty Seven Thousand Nine Hundred Ninety Five and No/100 Dollars (\$147,995.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

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

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

8. Standard of Workmanship

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

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for

acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

To CITY: Jennifer Ng, Assistant City Engineer  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: KIMLEY-HORN, P.E.  
Attn: Adam Dankberg  
100 W. San Fernando Street, Suite 250  
San Jose, CA 95113

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. California Agreement

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

23. Records, Reports and Documentation

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

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

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.

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause.

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

KIMLEY-HORN AND ASSOCIATES ("CONSULTANT")

By \_\_\_\_\_

APPROVED AS TO FORM:

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

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

By \_\_\_\_\_

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

**Wolfe Road Corridor Traffic Improvement Study**  
**Scope of Service**  
**Kimley-Horn and Associates, Inc.**

**Task 1: Project Management**

Kimley-Horn will meet with the City monthly to coordinate on project progress. The scope assumes a five-month schedule and five coordination meetings, including the project kick-off. Kimley-Horn will prepare and distribute meeting notes from each of the meetings. Kimley-Horn will maintain a project schedule and will provide schedule updates to the City as needed.

***Deliverables:***

- *Schedule updates, as needed*
- *Meeting minutes of in-person team coordination meetings*

**Task 2: Information Gathering**

Kimley-Horn will review the following materials:

- Previous studies of Wolfe Road conducted by the City;
- Local development projects in progress (Apple Campus in Cupertino, Butcher’s Corner development, and others along Wolfe Road to be provided by the City);
- Planned signal improvements at Wolfe Road/El Camino Real; and
- Existing traffic signal timing plans to be provided by the City.

Kimley-Horn will observe traffic operations during weekday peak commute periods. The City will provide peak-period (6 AM to 9 AM, 12 PM to 3 PM, and 3 PM to 6 PM) traffic, bicycle, and pedestrian turning movement counts at each of the signalized and unsignalized intersections along Wolfe Road between El Camino Real and Homestead Road, inclusive, and at four additional intersections along Wolfe Road, Fremont Avenue, and El Camino Real. A total of 12 intersection locations will be counted by the City. The City will also provide seven-day directional vehicle classification counts at two locations along Wolfe Road.

**Task 3: Volume Development/Baseline Analysis**

Existing peak-hour traffic volumes will be developed from the traffic counts provided in Task 2. Near-term peak-hour traffic volumes will be based on existing traffic volumes, plus traffic generated by the Apple Campus under construction and the Butcher’s Corner development. Approved traffic studies will be utilized to forecast traffic generated by those uses. An additional background growth percentage will be incorporated if provided by City staff. Horizon-year peak-hour traffic volumes will be based on regional travel demand model forecasts, assumed growth rates, or other planning documents, to be provided by City staff. This scope does not include any travel demand forecast model runs to be procured or developed by Kimley-Horn.

We will prepare a baseline analysis of existing, near-term, and future peak period (AM, Mid-day and PM) traffic conditions using the Synchro software program for each intersection along Wolfe Road between El Camino Real and Homestead Avenue. Existing traffic signal timing will be incorporated into the Synchro model. The baseline analysis will quantify delay and queuing at each study intersection. Bicycle level of service (LOS) will be calculated for the corridor. The Synchro analysis will be calibrated based on corridor observations. The saturation flow rate will be measured at up to three locations in the study area if further calibration of the model is required.



## Exhibit “A”

### ***Deliverables:***

- *Baseline Synchro models (Existing, Near-Term, Horizon Year)*

### **Task 4: Parking Utilization Study**

Kimley-Horn will collect hourly parking occupancy counts within a 14-hour period (6 AM to 8 PM) on two weekdays and one weekend day for on-street parking along Wolfe Road between El Camino Real and Homestead Road. No off-street lots will be counted. Graphics will be prepared indicating occupancy by block. The parking utilization study findings will be utilized in the development of alternatives in Tasks 5 and 6, with parking impacts quantified and discussed.

### ***Deliverables:***

- *Parking utilization counts*

### **Task 5: Intersection Improvements (Wolfe Road/El Camino Real/Fremont Avenue)**

Up to three improvement concepts will be developed for the Wolfe Road/El Camino Real/Fremont Avenue intersection. The concepts may include geometric or phasing changes, advanced signal timing strategies, and changes in intersection control methods. We will perform traffic analysis of the concepts under consideration using Synchro for the AM, Mid-day and PM peak periods to identify their effectiveness and refine as needed. The improvement concepts will include proposed signal phasing and timing parameters for the closely intertwined intersections. Illustrative graphics will be prepared to illustrate the concepts and convey the traffic operations elements.

The concepts and supporting traffic analysis will be provided to the City for review and comment. Following initial City review, conceptual plan view drawings will be prepared and opinions of probable cost developed. Opinions of probable cost will be at a very high level and commensurate with the preliminary concept level understanding of the improvements. Following input from City staff and the community, a draft technical memorandum will be prepared, including backup documentation in appendices. Subsequent to a round of City review, a final technical memorandum will be prepared.

### ***Deliverables:***

- *Deliverable #1 - Preliminary Concept Improvements, Traffic Analysis Results, and Table of Proposed Cycle Lengths, Offsets, and Phase Changes for the AM, Mid-day, and PM peak periods (electronic files and in-person discussion)*
- *Deliverable #2 – Draft Technical Memo: Wolfe Road/El Camino Real/Fremont Avenue (five hard copies plus a PDF and electronic native files)*
- *Deliverable #3 – Final Technical Memo: Wolfe Road/El Camino Real/Fremont Avenue (five hard copies plus a PDF and electronic native files)*

### **Task 6: Wolfe Road Corridor Analysis**

Improvement options will be identified and evaluated for the Wolfe Road corridor between Fremont Avenue and Homestead Road. One alternative will include a three-lane configuration with a reversible lane. Other alternatives may include four-lane concepts with a reversible lane, intersection-specific and/or corridor-wide signal timing modifications, advanced signal coordination strategies, or other intersection geometric improvements. Up to three improvement concepts will be developed for the corridor portion of this study.

We will perform traffic analysis of the concepts under consideration using Synchro for the AM, Mid-day, and PM peak periods to identify their effectiveness and refine as needed. Bicycle LOS will be calculated for each of the improvement concepts. Illustrative graphics, including cross-sections if relevant, will be prepared to illustrate the concepts and convey the traffic operations elements. The concepts and

## Exhibit “A”

supporting traffic analysis, including proposed signal timing changes, will be provided to the City for review and comment. Following initial City review, conceptual plan view drawings will be prepared and opinions of probable cost developed. Opinions of probable cost will be at a very high level and commensurate with the preliminary concept level understanding of the improvements. Following input from City staff and the community, a draft technical memorandum will be prepared, including backup documentation in appendices. Subsequent to a round of City review, a final technical memorandum will be prepared.

### ***Deliverables:***

- *Deliverable #1 - Preliminary Concept Improvements, Traffic Analysis Results, and Table of Proposed Cycle Lengths, Offsets, and Phase Changes for the AM, Mid-day, and PM peak periods (electronic files and in-person discussion)*
- *Deliverable #2 – Draft Technical Memo: Wolfe Road Corridor (five hard copies plus a PDF and electronic native files)*
- *Deliverable #3 – Final Technical Memo: Wolfe Road Corridor (five hard copies plus a PDF and electronic native files)*

### **Task 7: VISSIM Micro-simulation for Full Corridor**

A VISSIM micro-simulation model will be prepared for existing, near-term and horizon year baseline conditions for the AM, Mid-day, and PM peak periods. Bicycle and pedestrian movements, transit routes, and friction generated by fronting residential and commercial driveways will be incorporated into the model. On-street parking movements and individual driveways will not be included in the model. The existing conditions model will be calibrated against field observations of intersection queuing. In addition, up to five travel time runs will be made in each direction in each of the AM, Mid-day, and PM peak periods using a GPS device and the floating car travel time methodology. The VISSIM model will be calibrated against the travel time outputs. The VISSIM models will simulate the three-hour periods during which traffic counts were collected.

Up to three alternatives for El Camino Real/Fremont Avenue/Wolfe Road will be combined with up to three alternatives for the Wolfe Road corridor to prepare up to three corridor-wide improvement scenarios for analysis for both near-term and long-term conditions. Coordinated signal timing parameters will be incorporated into the VISSIM model for the AM, Mid-day, and PM peak periods where deemed beneficial for each of the three improvement concepts.

The VISSIM model will be utilized to analyze intersection delay, intersection queuing, and roadway segment travel time for each of the baseline and up to three improvement scenarios. Simulation videos for use during the outreach process will be prepared for existing conditions and the improvement scenarios with horizon year volumes. Up to eight VISSIM videos will be prepared in total.

### ***Deliverables:***

- *Up to 8 VISSIM videos in .wmv or .avi format of baseline and with improvement alternatives*
- *Electronic VISSIM files*

### **Task 8: Comprehensive Formal Report**

Kimley-Horn will provide the City a comprehensive, consolidated final report that incorporates the improvements developed and analysis performed for both the Wolfe/ El Camino Real/Fremont and Corridor segments. It will provide a consolidated summary of the outreach efforts and project process. This task includes the preparation of a draft and a final comprehensive report.

### ***Deliverables:***

- *Draft and Final Comprehensive Report*

## Exhibit “A”

### **Task 9: Outreach**

This scope includes two public outreach meetings. One will be held near the start of the project, prior to the identification of solutions. The second meeting will be held after the development of the alternatives to solicit community feedback and reaction. Kimley-Horn will assist the City in preparing materials for the outreach meeting, assist in any presentations, and prepare meeting summaries, although this scope assumes that the City will be responsible for arranging the venue and noticing the meeting. Kimley-Horn will provide up to four staff for the public meetings, including our subconsultant, Apex Strategies.

The scope also includes one BPAC meeting and one City Council meeting. An additional BPAC meeting, ideally in the earlier stages of the project to discuss corridor needs and project objectives, is considered an optional task.

#### ***Deliverables:***

- *Outreach Presentation Materials (2 meetings)*
- *Public Outreach Meeting Summaries (2 meetings)*

### **Optional Tasks**

#### **Optional Task A: Additional BPAC Meeting**

This optional task includes an additional BPAC meeting, likely to occur at an earlier stage of the project. Kimley-Horn will support City staff in preparing and presenting project materials.

#### ***Deliverables:***

- *BPAC Meeting Summary (1 meeting)*

#### **Optional Task B: Improvement Renderings**

Kimley-Horn will prepare up to two static photo simulations of proposed improvements along the study corridor. Additional elements that can be incorporated into this task that would require additional budget include 3D flyovers of the improvements placed in a Google Earth model, building a 3D model of land uses to utilize with the VISSIM model, and additional renderings of the corridor.

#### ***Deliverables:***

- *Up to two static photo simulations of the proposed improvements*

Exhibit A-1

Wolfe Road Corridor Traffic Improvement Study  
Project Schedule

Task		Week of																								
		6/15	6/22	6/29	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31	9/7	9/14	9/21	9/28	10/5	10/12	10/19	10/26	11/2	11/9	11/16	11/23	11/30
1	Project Management																									
2	Information Gathering																									
3	Volume Development/Baseline Analysis																									
	Existing Traffic Data Review																									
	Near-Term & Future Year Volume Development																									
	Baseline Traffic Analysis			A																						
4	Parking Utilization Study			B																						
5	Intersection Improvements (Wolfe Road/EI Camino Real/Fremont Avenue)																									
	Concept Development									C																
	Synchro Traffic Analysis									C																
	Cost Estimates																									
	Technical Memorandum																D				E					
6	Wolfe Road Corridor Analysis																									
	Concept Development									F																
	Synchro Traffic Analysis									F																
	Cost Estimates																									
	Technical Memorandum																G				H					
7	VISSIM Micro-Simulation for Full Corridor														I,J											
8	Comprehensive Formal Report																					K				L
9	Outreach																									
	Public Outreach Meetings (2)																									
	Bicycle and Pedestrian Advisory Committee Meeting																									
	City Council Hearing																									
A	Optional Task A: Additional BPAC Meeting																									
B	Optional Task B: Improvement Renderings																M									

- Meeting
- Consultant Team Effort
- City/Stakeholder Review
- # Deliverables (see list at right)

- Deliverables Key:
- A - Baseline SYNCHRO Models (Existing, Near-Term, Horizon Year)
- B - Parking Utilization Counts
- C - Preliminary Concept Improvements, Traffic Analysis, Table of Proposed Cycle Lengths, Offsets, and Phase Changes
- D - Draft Technical Memorandum: Wolfe Road/EI Camino Real/Fremont Avenue
- E - Final Technical Memorandum: Wolfe Road/EI Camino Real/Fremont Avenue
- F - Preliminary Concept Improvements, Traffic Analysis, Table of Proposed Cycle Lengths, Offsets, and Phase Changes

- H - Final Technical Memorandum: Wolfe Road Corridor
- I - VISSIM Baseline Conditions and Improvement Alternatives (videos and Electronic Files)
- J - VISSIM Videos of Baseline Conditions and Improvement Alternatives
- K - Draft Comprehensive Report
- L - Final Comprehensive Report
- M - Photo Simulations of Proposed Improvements

Proposal For: Wolfe Road Corridor Traffic Improvement Study

Kimley-Horn and Associates, Inc.

Tasks		Labor															Subconsultants	ODCs	Total
Task #	Task Description	Project Manager	QC	Task Lead	Analyst	Engineer	Senior Engineer	Analyst	Analyst	Analyst	Task Lead	Engineer	Senior Engineer	Admin	Total Hours	Total Labor Costs	Outreach	Other Direct Costs	Total Fee
		Adam Dankberg	Mike Mowery	Luke Schwartz	Zach Miller	Matt Wages	Brian Sowers	Corbin Skeritt	Jake Mirabella	Shawn Dressler	Prasanna Muthireddy	Daniel Carley	John Pulliam	Tyler Shaffer			Eileen Goodwin		
		\$180	\$200	\$145	\$135	\$145	\$225	\$125	\$115	\$135	\$180	\$145	\$200	\$90			\$250		
	<b>Base Services</b>																		
1	Project Management/Meetings	18	2	10							5			10	45	\$6,890		\$250	\$7,140
2	Information Gathering	5		10	5										20	\$3,025		\$250	\$3,275
3	Volume Development/Baseline Analysis	4		8	28										40	\$5,660			\$5,660
4	Parking Utilization Study	3		5	20										28	\$3,965		\$2,400	\$6,365
5	Intersection Analysis (Wolfe/ECR/Fremont)	12	5	20	60	12	4				10	35	5		163	\$24,675			\$24,675
6	Wolfe Road Corridor Analysis	12	5	20	75	12	4				10	45	5		188	\$28,150			\$28,150
7	VISSIM Microsimulatn for Full Corridor	12		20	15			180	80						307	\$38,785			\$38,785
8	Comprehensive Formal Report	5		5	35										45	\$6,350			\$6,350
9	Outreach	32		24	16							8			80	\$12,560	24	\$800	\$19,360
	<b>Proposal Subtotal</b>	103	12	122	254	24	8	180	80	0	25	88	10	10	916	\$130,060	24	\$3,700	\$139,760
	<b>Optional Services</b>																		
A	Additional BPAC Meeting	7													7	\$1,260			\$1,260
B	Improvement Renderings	5								45					50	\$6,975			\$6,975
	<b>Total Optional Services</b>	12	0	0	0	0	0	0	0	45	0	0	0	0	57	\$8,235	0	\$0	\$8,235
	<b>Total Including Optional Services</b>	115	12	122	254	24	8	180	80	45	25	88	10	10	973	\$138,295	24	\$3,700	\$147,995
	Notes:																		
1																			
2																			
3																			
4																			

## 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.