

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN
CITY OF SUNNYVALE AND DKS ASSOCIATES FOR
SIGNAL COORDINATION TIMING AND OPTIMIZATION PROJECT**

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

WHEREAS, CITY is in need of specialized services for implementing a Signal Coordination Timing and Optimization Assessment for the Fremont Avenue, Mary Avenue, Remington Drive, and Hollenbeck Avenue corridors; 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" 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 David Mahama 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, and shall include services as identified in Exhibit "A" in the amount of One Hundred Sixty Two Thousand Five Hundred Twenty and No/100 Dollars (\$162,520.00) for the duration of the contract 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, address below.

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

To CITY: Shahid Abbas, Traffic and Transportation Manager
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: DKS Associates
 Attn: David Mahama
 1970 Broadway, Suite 740
 Oakland, CA 94612-2219

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

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

23. Records, Reports and Documentation

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

24. Termination of Agreement

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

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

DKS ASSOCIATES ("CONSULTANT")

City Attorney

By _____

Name/Title

By _____

Name/Title

EXHIBIT A
SCOPE OF WORK FOR
SIGNAL COORDINATION TIMING AND OPTIMIZATION

I. General

The City of Sunnyvale is seeking proposals from licensed engineering firms to provide professional services for traffic signal optimization and coordination timing plans on the following corridors: Fremont Avenue, Mary Avenue, Remington Drive, and Hollenbeck Avenue. The scope of work includes data collection, data validation, modeling software, measures of effectiveness (MOE), existing conditions, optimized conditions, deployment, before and after studies, coordination with Caltrans and final report, and schedules and meetings. Consultants are strongly recommended to familiarize themselves with all the corridors on this project before submitting proposals.

II. PROJECT DESCRIPTION

The project goals are to reduce delays, queues, fuel consumption, CO2 emissions experienced during the peak times. Improved travel time, traffic flow, and improved overall safety including pedestrians and bicyclists at all the locations are expected outcomes of the project.

The project area includes Fremont Avenue, Mary Avenue, Remington Drive, and Hollenbeck Avenue. Fremont Avenue and Mary Avenue are classified as Class II Arterials, Remington Drive west of Sunnyvale Saratoga Road is classified as Residential Collector and east of Sunnyvale Saratoga Rd as Class II Arterial, and Hollenbeck Avenue is classified as Residential Collector. These corridors experience fairly significant peak hour volumes, but also feature school traffic, a wide variation of side street volumes, and freeway on and off ramps. Fremont Avenue includes traffic signals on Caltrans right-of-way located near State Route 85 and will be part of the traffic signal optimization and coordination timing to be done under this project.

Optimized traffic signal timing including clearance and pedestrian timing must conform to latest ITE Guidelines and City Standards.

Consultants are strongly encouraged to familiarize themselves with all the corridors on this project before submitting a proposal.

III. Requested Services

The City of Sunnyvale is seeking proposals from qualified professional engineering firms to provide professional engineering services for traffic signal optimization and coordination timing plans along the following corridors:

Fremont Avenue Corridor:

1. Fremont Avenue at Belleville Way
2. Fremont Avenue at SR 85 SB
3. Fremont Avenue at SR 85 NB
4. Fremont Avenue at Bernardo Avenue
5. Fremont Avenue at Mary Avenue
6. Fremont Avenue at Hollenbeck Avenue

7. Fremont Avenue at Manet Drive/Bobwhite Avenue
8. Fremont Avenue at Fieldfair Drive/Rembrandt Drive

Mary Avenue Corridor

1. Mary Avenue at Homestead Road
2. Mary Avenue at The Dalles Avenue
3. Mary Avenue at Cascade Drive
4. Mary Avenue at Fremont Avenue
5. Mary Avenue at Ticonderoga Drive
6. Mary Avenue at Remington Drive
7. Mary Avenue at Knickerbocker Drive
8. Mary Avenue at Heatherstone Way
9. Mary Avenue at Iowa Avenue
10. Mary Avenue at Washington Avenue
11. Mary Avenue at Evelyn Avenue
12. Mary Avenue at California Avenue-Buena Vista
13. Mary Avenue at Corte Madera Avenue
14. Mary Avenue at Maude Avenue

Remington Drive Corridor:

1. Remington Drive and Bernardo Avenue
2. Remington Drive and Mary Avenue
3. Remington Drive and Hollenbeck Avenue
4. Remington Drive and Manet Drive

Hollenbeck Avenue Corridor

1. Hollenbeck Avenue and Homestead Road
2. Hollenbeck Avenue and Alberta Avenue
3. Hollenbeck Avenue and Cascade Drive
4. Hollenbeck Avenue and Fremont Avenue
5. Hollenbeck Avenue and Torrington Drive
6. Hollenbeck Avenue and Remington Drive
7. Hollenbeck Avenue and Danforth Drive

The consultant will be required to perform the following:

1. Data Collection
 - a. Minimum 72-hr consecutive period traffic volume and vehicular speed data for weekday starting on Tuesday and ending on Thursday at midblock location for the three corridors under this project. Exact locations must be approved by the City Project Manager before collecting the data. Consultant will make sure on the day data is collected there are no collisions and construction activities in the vicinity of the project area which affects traffic patterns and will also make sure school is in session. Dates for data collection must be prior approved by the City Project Manager.
 - b. Minimum 24-hr period traffic volume and vehicular speed data for weekend

Saturday at midblock location for the three corridors under this project. Exact locations must be approved by the City Project Manager before collecting the data. Consultant will make sure on the day data is collected there are no collisions and construction activities in the vicinity of the project area which affects traffic patterns and will also make sure school is in session. Dates for data collection must be prior approved by the City Project Manager.

- c. Speed data shall show average speed, 85th percentile and median speeds of the corridors under this project.
- d. Weekday turning movement counts between 7 and 10 AM and between 4 and 7 PM peak periods at all 33 locations to include, vehicular, pedestrian and bicyclist traffic.
- e. Weekday 1 hour turning movement count for mid-day peak period at all 33 locations to include vehicular, pedestrian and bicyclist.
- f. Weekend 1 hour turning movement count for each AM and PM peak period at all 33 locations to include vehicular, pedestrian and bicyclist.
- g. The Turning Movement counts will be done on the highest day volume selected from the 72-hr and 24-hr consecutive counts per Items “a” and “b” above. Peak hours will be selected from 72-hr and 24-hr consecutive counts per Items “a” and “b” above. AM, PM, and Mid-day peak hours and days for data collection will need prior approval by the City Project Manager before data is collected.

2. Data Validation

- a. All traffic data collected as outlined in Item Number 1 “Data Collection” above must be validated for accuracy purposes. City reserves the rights to check and collect traffic data at selected locations (minimum one intersection on each corridor for one peak period) to confirm validation, if the difference is greater than 10%, consultant will be required to collect data again for the whole corridor as described above at no additional cost to the City.
- b. Develop the various factors to be used in Synchro such as saturation flow rate, PHF, heavy vehicles, buses, etc. No default factors given in Synchro will be used without prior authorization from the City Project Manager. If consultant wishes to use Synchro default values, they must be validated through engineering calculations.
- c. Validation of existing and optimized traffic model for weekday AM-peak, Mid-Day and PM-peak and weekend Saturday AM and PM peak.
- d. Develop validated Synchro model of existing and optimized conditions. Submit validated model along with MOEs of existing/optimized conditions to City for approval.
- e. Consultant will calculate actual transit frequencies, parking maneuvers, etc., for modeling purposes.
- f. The validation will be done by measuring actual delay, travel time and queue length in the field.

3. Modeling Software

- a. City prefers use of Synchro version 9.0 or higher for this project.

4. Measures of Effectiveness (MOE)

- a. Develop MOEs for existing and optimized signal plans to include travel time, delays, fuel consumption, CO2 emissions, queue lengths, V/C ratio, Level of

Service (LOS,) etc.

5. Existing Conditions

- a. Consultant will be required to build an existing conditions *Synchro* model to analyze the signal timing. The consultant will ensure the network will be to scale. The existing signal timing plan data will be provided by City staff. A calibrated model will be prepared to ensure that the existing conditions analysis will be reflective of the current traffic conditions.
- b. The report shall contain MOEs developed as stated above on Item Number 4 to include levels of services, delay and network measures of effectiveness.
- c. Submit validated model along with MOEs of existing conditions to City for approval.

6. Optimized Conditions

- a. Preparation of traffic signal coordination and optimization timing plans for field implementation; AM-peak, Mid-Day and PM-peak for weekdays and Saturday AM and PM peak for all the signalized intersections in the project (21 total.)
- b. The report shall contain MOEs developed as stated above on Item Number 4 to include levels of services, delay and network measures of effectiveness output data.
- c. Develop validate *Synchro* model of optimized conditions. Submit validated model along with MOEs of optimized conditions to City for approval.
- d. The Consultant will fine tune optimized traffic signal timing and progression on field implementation of the approved traffic signal timing by the City.

7. Deployment

- a. The Consultant's optimized traffic signal timing shall be deployed by the City through a Centralized Database.

8. Before And After Studies and Final Report

- a. Perform travel time studies before and after signal timing implementation. The Consultant will provide a comparison of MOEs of before and after the project.
- b. Final report shall include all optimized and fined tuned timing sheets.
- c. Prior to implementation, timing analysis and recommendations shall be presented to City staff in draft report format, including appropriate graphics.
- d. Upon receipt of City staff comments, Consultant shall prepare the final report.
- e. Final report shall also include explanation and principle used to perform the traffic signal timing optimization.
- f. The Consultant shall provide to the City the electronic copies of *Synchro* models for this project.
- g. Consultant shall submit three (3) hard copies and one (1) electronic file of each deliverable item requiring City review.

IV. Schedules and Meetings

Engineering firms shall propose a project schedule in a Gantt Chart format, including two (2) weeks for each City review. After execution of the Consultant Services Agreement, and issuance

of the Notice to Proceed, the City would expect that the project would be implemented and completed in accordance with the agreed upon schedule.

Consultant's staff shall be available to attend up to four (4) meetings to review the results of the analysis.

All meetings will be held at City of Sunnyvale's facility and will include Caltrans staff.

PROJECT SCHEDULE

DKS shall provide the services in accordance with the project schedule shown below. We propose a project duration of 150 working days after notice to proceed assuming that traffic data and City review of deliverables will be conducted in a timely manner and in accordance with the project schedule. We expect a project completion date by the end of April 2018.

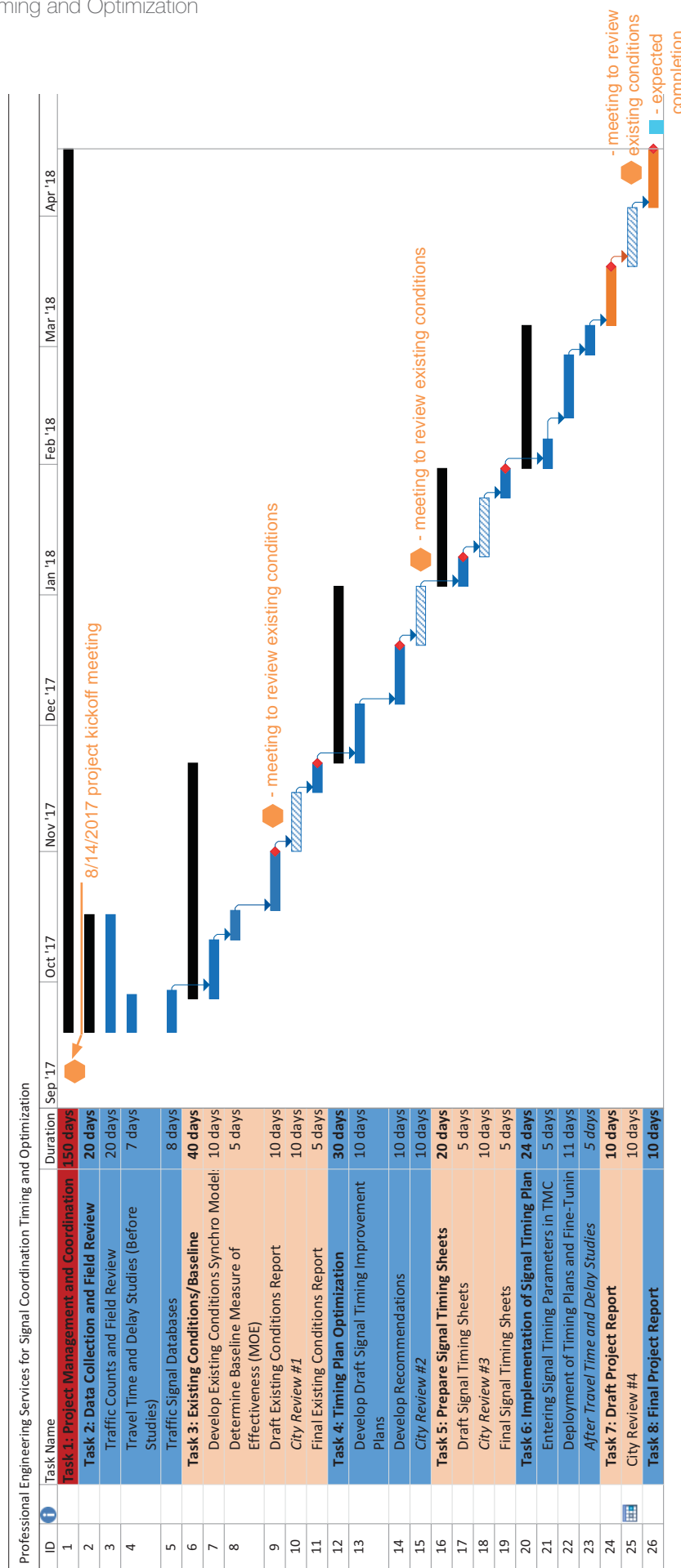


Exhibit B - Compensation Schedule

City of Sunnyvale
 Cost Proposal For Signal Coordination Timing and
 Optimization (all 33 study intersections)

Consultant's Name: DKS Associates

Tasks		Prime Consultant - DKS Associates										ODCs	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	Principal In-Charge	Project Manager	Snr. Project Engineer	Project Engineer I	Project Engineer II	Graphics/Word Processing	Total DKS Hours	Total DKS Labor Costs	Other Direct Costs (ODC)	Total Fee		
		P. Coffey	D. Mahama	P. O'brien	T. Sztainer	S. Carney	D. Mallori						
												\$240	\$225
1	Project Management and Coordination	16	40					56	\$12,840	\$300	\$13,140		
2	Data Collection and Field Review												
2.1	Traffic Counts and Field Review		16		24	24		64	\$9,360	\$19,000	\$28,360		
2.2	Travel Time and Delay Studies (Before Studies)		4		17	4		25	\$3,485	\$4,000	\$7,485		
2.3	Traffic Signal Databases		4		16	16		36	\$4,740	\$430	\$5,170		
3	Existing Conditions/Baseline												
3.1	Develop Existing Conditions Synchro Models		8	4	32	56		100	\$12,880		\$12,880		
3.2	Determine Baseline Measure of Effectiveness (MOE)		2	4		4		10	\$1,550		\$1,550		
3.3	Draft Existing Conditions Report		4		16	6	24	50	\$6,230		\$6,230		
3.4	Final Existing Conditions Report		4			4		8	\$1,360		\$1,360		
4	Timing Plan Optimization												
4.1	Develop Draft Signal Timing Improvement Plans	2	64	12		50		128	\$22,550		\$22,550		
4.2	Draft Recommendations Report	2	20	4		12	4	42	\$7,440	\$100	\$7,540		
4.3	Final Recommendations Report		16	12			4	32	\$5,960		\$5,960		
5	Prepare Signal Timing Sheets												
5.1	Draft Signal Timing Sheets		6	4	8	18		36	\$5,060		\$5,060		
5.2	Final Signal Timing Sheets		2	4	4	6		16	\$2,280		\$2,280		
6	Implementation of Signal Timing Plans												
6.1	Entering Signal Timing Parameters in TMC								\$0		\$0		
6.2	Deployment of Timing Plans and Fine-Tuning		52	48		34		134	\$23,290	\$800	\$24,090		
6.3	After Travel Time and Delay Studies		4		17	4		25	\$3,485	\$4,000	\$7,485		
7	Draft Project Report	2	16	7	6	4	16	51	\$8,170	\$100	\$8,270		
8	Final Project Report		8	1	2	4	4	19	\$3,110		\$3,110		
	Proposal Total	22	270	100	142	246	52	832	\$133,790	\$28,730	\$162,520		
	Optional Services (Fees subject to negotiation based on scope)												
A	Traffic Safety Analysis	-	-	-	-	-	-	0	\$0	-	\$0		
B	On Going Periodic Traffic Monitoring	-	-	-	-	-	-	0	\$0	-	\$0		

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.