

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND KIMLEY-HORN AND ASSOCIATES, INC. FOR FEASIBILITY STUDY OF
ACQUIRING CONTROL OF CALTRANS TRAFFIC SIGNALS ON EL CAMINO
REAL**

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

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Feasibility Study of Acquiring Control of Caltrans Traffic Signals on El Camino Real; 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 Brian Sowers, 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, and shall include services as identified in Exhibit "A" in the amount of One Hundred Sixty Seven Thousand Two Hundred Twenty and No/100 Dollars (\$167,220) for the duration of the contract, as well as additional or as yet undetermined services in an amount not to exceed Twenty One Thousand Ten and No/100 Dollars (\$21,010) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Eighty Eight Thousand Two Hundred Thirty and No/100 Dollars (\$188,230) 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 Director of Public Works/City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.
Attn: Brian Sowers, P.E., Project Manager
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588

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

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:

KIMLEY-HORN AND ASSOCIATES, INC.
("CONSULTANT")

City Attorney

By _____

Name/Title

By _____

Name/Title

EXHIBIT A SCOPE OF WORK

Kimley-Horn proposes the scope of services listed in subsequent sections below for completing the Feasibility Study of Acquiring Control of Traffic Signals on El Camino Real. The Kimley-Horn team's scope of work will include the following key tasks:

1. Project Management and Meetings (City and Caltrans Staff)
2. Data Collection and Caltrans Coordination
3. Data Analysis and Review
4. Evaluate Resources Needed to Maintain Traffic Signals
5. Preliminary Cost Estimate and Draft Feasibility Study and Improvements Report
6. Final Cost Estimate and Final Feasibility Study and Improvements Report
7. City Council Presentation
8. Optional Task A: Prepare Existing Conditions Synchro and LOS Analysis
9. Optional Task B: Photometric Analysis

Task 1: Project Management and Meetings (City and Caltrans Staff)

This task will consist of project coordination and administration for the duration of the project, attending project meetings, and performing quality control on our deliverables. Kimley-Horn staff's administration efforts include initial development and maintenance of project schedule, work plan, filing system and processing timely invoices and progress reports. We will create and maintain a simplified critical path method schedule, updating it, as needed, to manage the project, and as requested by the City. Project schedule updates will be included following each submittal.

The Kimley-Horn project manager and task managers will supervise, coordinate, and monitor planning and design of the project for conformance with standards and policies established at the beginning of the project. A licensed engineer will conduct a review of work products prior to submittals to the City. Kimley-Horn will coordinate with the City to address any comments and questions and for timely delivery of the products. We will also coordinate with Caltrans to set up meetings, discussions, and obtaining necessary documentation on existing infrastructure, including encroachment permit to perform field survey.

Additionally, this task will be used to coordinate with Caltrans for discussion of relinquishment procedures and plans.

Kimley-Horn has selected subconsultants to provide specific elements of the project development. Subconsultants will also be included in internal team meetings to facilitate the coordination of their services, on an as-needed basis.

Kimley-Horn assumes that it will attend up to seven (7), not including kick-off, client coordination meetings (or participate in conference calls), such as project coordination, coordination with Caltrans, and progress review meetings. Up to two (2) Kimley-Horn staff will be present for all in-person meetings. Kimley-Horn will coordinate with the City to develop PowerPoint presentations and meeting agendas for each meeting where necessary. After each meeting, Kimley-Horn will prepare and distribute meeting minutes electronically to document project decisions and action items that arise out of each meeting, which will be distributed to each meeting attendee.

Task 1 Deliverables:

- *Project Workplan – to include project schedule and planned meetings*
- *Attendance at the kick-off meeting*
- *Attendance at up to seven (7) project related meetings*
- *Electronic copy of meeting minutes*
- *Monthly Invoices & Progress Summaries*
- *Coordination plan with Caltrans*
- *Relinquishment procedures and plan*

Task 2: Data Collection and Caltrans Coordination

Task 2.1 Data Collection from the City and Caltrans

As part of this task, Kimley-Horn will perform a thorough data collection from the City, Caltrans, and field. The data collection from the City and Caltrans will include the following:

1. Existing City Standard Details and Special Provisions
2. Typical annual intersection electricity costs (City and Caltrans)
3. Existing street lighting plan (City)
4. History of maintenance activities and costs for current City and Caltrans intersections
5. Preventive maintenance activities and costs and frequency (City and Caltrans)
6. History of the emergency repairs (Caltrans)
7. Traffic Signal As-Build drawings (Caltrans)
8. Right-of-Way drawings (City and Caltrans)
9. Traffic Signal timing sheets including retiming history and frequency (Caltrans)
10. Traffic Signal inventories and conditions (City and Caltrans)
11. Inventory of compatibility of existing communications network and traffic signal software with existing City's AATMS System (City and Caltrans)
12. History of public complaints/requests (City and Caltrans)
13. Collision history within for the past 5 years within 250 feet of the intersection (City and Caltrans)
14. Current and Planned projects at subject intersections (Caltrans)
15. Current approved development projects within the subject intersections (City)
16. Pending/Ongoing Litigations (Caltrans)
17. Approved grant funding opportunities (Caltrans)
18. Approved capital improvement projects at or near project intersections including the status of the projects before and after relinquishment of the traffic signals (City and Caltrans)
19. Existing communications master plan (City and Caltrans)
20. Current and future VTA operations and projects (VTA)
21. Sample Relinquishment Agreement (Caltrans)

Other data to be collected will be determined after the project kick-off meeting.

Task 2.2 Field Review

The Kimley-Horn team will conduct a field review of the project area with a City and Caltrans representative. The field review will consist of identifying existing roadway geometry at the intersection, verifying as-built and reviewing against the locations and conditions of the existing traffic signal equipment, including poles, conduits, pull boxes, vehicle and pedestrian signal heads, luminaires, pole and mast arm signs, push buttons, traffic signal cabinets and controllers, signal interconnect, verifying the locations and

condition of existing utilities, curb ramps, and assessing the condition of the existing roadway (to the extent this is possible). Additionally, Kimley-Horn will record the field review with photographs and record the equipment inside the traffic signal controller cabinet relevant to the City's takeover. During the field review, Kimley-Horn will also identify potential issues at each traffic signal and document what upgrades are needed to bring the traffic signals to the latest standards, including ADA compliance of existing sidewalk and curb ramps.

Task 2.3 Traffic Counts

24-hour machine counts will be collected for 7 days, at 15 minute drop intervals, at critical and City-approved locations along the project corridors. Directional ADT and vehicular speed counts will be collected at up to three (3) locations. The 24-hour hose counts will be collected prior to the turning movement counts to identify the peak periods for traffic count data collection. Traffic counts will be reviewed by a senior staff member and the City to ensure that the numbers are reasonable. All traffic counts will be provided to the City in electronic Excel format. For the 24-hour traffic counts, Excel files will include raw volumes and a formatted summary file with graphs.

Weekday turning movement counts, including vehicular, pedestrian, and bicycle counts, will be collected for three (3) hours during the AM and PM weekday peak periods, two (2) hours during the midday weekday peak period and two (2) hours during the AM and PM weekend peak periods at all fourteen (14) project intersections. Traffic counts will not be collected near holidays or during abnormal weather conditions, on school breaks, or periods of construction.

Kimley-Horn will verify with the City the hours and locations (for ADT counts) of the counts to be collected. The traffic counts will be collected on the highest volume day selected from the 72-hr consecutive counts between Tuesday and Thursday. Weekend counts will be collected on the selected Saturday.

Task 2 Deliverables:

- *Right-Of-Way documentation*
- *Field Survey*
- *Intersection Photos*
- *Traffic Signal As-Builts*
- *Traffic Signal Timing Sheets*
- *Maintenance Logs/Activities*
- *Litigation Reports*
- *Reports on Complaints*
- *Traffic Counts*
- *VTA Transit Information*
- *Traffic Signal Inventories*
- *Grant funding opportunities*

Task 3: Data Analysis and Review

After the Data Collection task is completed, Kimley-Horn will proceed with the data analysis task. The data analysis and review task will consist of reviewing the data collected from the agencies and the field and organizing the data in a logical order for easy review and understanding. The work includes tabulating counts and evaluating peak periods, reviewing collisions and creating summaries, documenting existing infrastructure based on the as-builts and field review and creating an inventory along with photos of the

intersection, sorting through the maintenance logs and collision repairs and creating summaries per intersection, reviewing right-of-way information and comparing it with respect to existing traffic signal infrastructure, and creating intersection summaries which include cost breakdowns for replacement of existing equipment. Additionally, Kimley-Horn will look into the feasibility of the connection of the traffic signals to the City hall, and the associated costs.

As optional tasks Kimley-Horn can create a synchro network and analyze the operations based on the current volume information and conduct photometric analyses at the study intersections. See **Optional Tasks A and B** for more detail at end of this scope.

Task 4: Evaluate Resources Needed to Maintain Traffic Signals

After the Data Collection task is completed, and the analysis and review task is underway, Kimley-Horn will also work on an evaluation of resources needed to maintain the Caltrans traffic signals.

Kimley-Horn will review the collected and summarized data for all maintenance costs, preventive maintenance costs, collision repairs, emergency repairs, Capitol Improvement Project (CIP) upgrades, future developer project upgrades, available grant funding, and costs for immediate upgrades due to necessary improvements, and create a summary report for each intersection detailing city resources needed for each intersection.

This task also includes the review of the existing infrastructure such as necessary ADA upgrades to curb ramps, push buttons, sidewalks and walkways within the traffic signal, as well as outdated signal equipment, such as traffic signal heads, internally illuminated street name signs, safety lights, and push buttons. The information will be tabulated for an easy viewing and reported with the above intersection report.

Task 4 Deliverables:

- *Intersection report detailing City resources required for traffic signal maintenance*
- *Tabulated data outlining costs of existing infrastructure*

Task 5: Preliminary Cost Estimate and Draft Feasibility Study and Improvements Report

Kimley-Horn will organize the collected and evaluated data in to a Draft Feasibility Study Report. The Report will consist of an outline of the procedures to be taken by the City in order to acquire the twelve (12) traffic signals on El Camino Real and two (2) traffic signals on side streets from Caltrans including the following:

- Documentation of existing conditions for each studied traffic signal, including signal infrastructure, signal timing and communication
- Discuss near-term mandatory improvements required to comply with the City's policies and are essential items for incorporation with the City's transportation management center, such as traffic signal controllers and communication
- Identify traffic signal upgrades needed to bring the signal infrastructure to the latest City Standards including ITS features such as CCTV, Velocity, TrafiSense, Polara Navigator, and FLIR detection systems
- Discuss long-term improvements which the City would consider including on their CIP list which would promote improved traffic signal operations and safety and is necessary for the integration of the Caltrans traffic signals with the City's Advanced Adaptive Traffic Management System (AATMS), such as video detection and monitoring, ADA curb ramp and pedestrian push button upgrades, LED safety lighting, various ITS improvements for traffic monitoring, etc.
- Identify major issues at each intersection based on collision analysis and present possible safety

- mitigation upgrades and the associated costs
- Discuss existing maintenance measures in place and recommend future maintenance needed
- Present a total cost for acquisition of the traffic signals, which would be broken down by the required costs to acquire, cost of the long-term improvements, cost related to maintenance, and collision mitigation costs

Kimley-Horn will submit the Draft Feasibility Study Report to City, along with the appendix showing tabulated inventories, costs, and improvements discussed above, for review and approval.

Task 5 Deliverables:

- *Draft Feasibility Study and Improvements Report*
- *Draft Cost Estimate*

Task 6: Final Cost Estimate and Final Feasibility Study and Improvements Report

Based on one set of non-conflicting comments received from the City on the Draft Feasibility Study and Improvements Report, Kimley-Horn will revise the report and submit the Final Feasibility Study and Improvements Report, along with the Final Cost Estimate. The City may elect to meet with Kimley-Horn in person to discuss the comments. This meeting is included in the list of meetings outlined in the Project Management and Meetings task.

Task 6 Deliverables:

- *Final Feasibility Study and Improvements Report*
- *Final Cost Estimate*

Task 7: City Council Presentation

Kimley-Horn will be available to present the Feasibility Study, findings, and the improvements to the City Council. Kimley-Horn will work with the City to prepare a Draft Power Point presentation summarizing the key findings from the feasibility study. Upon review of the draft presentation, Kimley-Horn will revise accordingly and prepare Final Power Point presentation. Kimley-Horn will be available to meet with the City to go over the presentation prior to presenting it to City Council.

Kimley-Horn will attend the City council meeting where it will present or assist the City with presenting of the Feasibility Study presentation and will be prepared to answer any questions.

Task 7 Deliverables:

- *Draft and Final Power Point presentation*
- *Meeting with the City to review Power Point presentation*
- *Attendance to City Council Meeting*

Optional Task A: Prepare Existing Conditions Synchro and LOS Analysis

As part of this task, Kimley-Horn will create a Synchro model including all Caltrans intersections and analyze existing delay and Level of Service (LOS) and possible signal timing and coordination that may be implemented along El Camino Real and surrounding corridors to reduce the delay and improve LOS and travel time. This task does not include retiming the study intersection signal timings.

The Synchro model will be based on the volumes collected as part of the Data Collection task. Additional inputs such as parking maneuvers, bus stop location and usage, heavy vehicle percentage, saturation flow rates, etc., will be collected from the field during the Data Collection task.

Kimley-Horn will prepare a brief memorandum summarizing existing conditions and possible changes to signal timing to improve operations. The memorandum will be prepared in the Draft format, and after review by the City will be Finalized to include any comments resulted from the draft submittal.

Optional Task 1 Deliverables:

- *Draft and Final Signal Timing Analysis Memorandum*
- *Synchro Models*

Optional Task B: Photometric Analysis

Kimley-Horn will conduct photometric analysis to review existing lighting levels at each intersection. The photometric analysis will be conducted using the AGI 32 lighting software. The results will be compared to the City of Sunnyvale standards for typical corridors. The photometric analysis will require an AutoCAD base map, and therefore, Kimley-Horn will draft a base using aerial imagery showing minimal features such as curb, gutter, and sidewalk, along with some striping lane line work and medians.

Kimley-Horn will submit the Draft photometric drawing to the City for review and comments. Upon receiving one set of non-conflicting comments, Kimley-Horn will revise and finalize the analysis.

Optional Task 2 Deliverables:

- *Draft and Final Photometric Analysis of the Intersections*

EXHIBIT "A-1"

PROJECT SCHEDULE

City of Sunnyvale
Feasibility Study of Acquiring Control of Caltrans Traffic Signals on El Camino Real - #F19-085
SCHEDULE

Task Name	Duration	2019							2020			
		June	July	August	September	October	November	December	January	February	March	April
Notice to Proceed	1 day		◆									
Task 1 - Project Management and Meetings	9 months		◆	◆	◆	◆	◆	◆	◆	◆	◆	
Task 2 - Data Collection and Caltrans Coordination	15 weeks											
Traffic Counts	3 weeks					★						
Data Collect, Field Inventory, and Coordination with Caltrans	12 weeks			Enc. Permit								
Task 3 - Data Analysis and Review	10 weeks											
Task 4 - Evaluate Resources Needed to Maintain Traffic Signals	8 weeks											
Task 5 - Preliminary Cost Estimate and Draft Feasibility Study	16 weeks							★				
Task 6 - Final Cost Estimate and Draft Improvements Report	6 weeks									★	★	
Task 7 - City Council Presentation (prep and attendance)	3 weeks										★	
Optional Services A - Prepare Existing Conditions Synchro and LOS Analysis	4 weeks						★					
Optional Services B - Photometric Analysis	4 weeks						★					

Legend

- ◆ Notice to Proceed
- ◆ Project Meeting(s)
- Task Summary
- Agency Review
- ★ Deliverable

EXHIBIT “B” COMPENSATION SCHEDULE

Tasks		Labor								ODCs	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	Project Manager	Sr. Professional	Professional	Analyst	Admin Support	Total Hours	Total Labor Costs	Traffic Counts	Other Direct Costs	Total Fee
		Sowers	Chang/ Dankberg	Petrov/ Wages	Wong/ McCarron	Varies			TDS		
		\$265	\$225	\$185	\$150	\$100			LS		
1	Project Management and Meetings (City and Caltrans Staff)	30	16	24	8	16	94	\$18,790	-	\$870	\$19,660
2	Data Collection and Caltrans Coordination	12	16	40	80	2	150	\$26,380	\$13,450	\$1,420	\$41,250
3	Data Analysis and Review	16	24	48	140	2	230	\$39,720		\$1,830	\$41,550
4	Evaluate Resources Needed to Maintain Traffic Signals	8	12	20	36	2	78	\$14,120		\$650	\$14,770
5	Preliminary Cost Estimate and Draft Feasibility Study and Improvements Report	12	24	40	80	8	164	\$28,780		\$1,530	\$30,310
6	Final Cost Estimate and Final Feasibility Study and Improvements Report	6	12	16	24	4	62	\$11,250		\$620	\$11,870
7	City Council Presentation	8	8	4	16	4	40	\$7,460		\$350	\$7,810
	Proposal Subtotal	92	112	192	384	38	818	\$146,500	\$13,450	\$7,270	\$167,220
	Optional Services										
A	Prepare Existing Conditions Synchro and LOS Analysis	6	-	12	60	-	78	\$12,810	-	\$590	\$13,400
B	Photometric Analysis	2	-	4	40	-	46	\$7,270	-	\$340	\$7,610
	Total Optional Services	8	0	16	100	0	124	\$20,080	\$0	\$930	\$21,010
	Total Including Optional Services	100	112	208	484	38	942	\$166,580	\$13,450	\$8,200	\$188,230

ATTACHMENT 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.