

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF  
SUNNYVALE AND HEXAGON TRANSPORTATION CONSULTANTS, INC. FOR  
PREPARATION OF A TIA FOR THE LAWRENCE STATION AREA PLAN**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and HEXAGON TRANSPORTATION CONSULTANTS, INC., a California corporation ("CONSULTANT").

WHEREAS, CITY is in need to secure professional services necessary for the preparation of Traffic Impact Analysis (TIA) for the Lawrence Station Area Plan (LSAP) Housing Study; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

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

3. Duties of CITY

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

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "A". Total compensation shall not exceed One Hundred Twelve Thousand One Hundred and No/100 Dollars (\$112,100.00).

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

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

5. Ownership of Documents

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

6. Conflict of Interest

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

7. Confidential Information

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

8. Compliance with Laws

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

9. Independent Contractor

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

10. Hold Harmless/Indemnification

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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. 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.

11. Insurance

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

12. CITY Representative

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

13. CONSULTANT Representative

Gary Black shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to 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:                   Chip Taylor, Director  
                                  Department of Public Works  
                                  CITY OF SUNNYVALE  
                                  P. O. Box 3707  
                                  Sunnyvale, CA 94088-3707

To CONSULTANT: Gary Black  
                                  Hexagon Transportation Consultants, Inc  
                                  4 North Second Street, Ste 400  
                                  San Jose, CA 95113

15.    Assignment

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

16.    Termination

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

17. Entire Agreement; Amendment

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

18. Governing Law, Jurisdiction and Venue

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

19. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

APPROVED AS TO FORM:

HEXAGON TRANSPORTATION  
CONSULTANTS, INC. ("CONSULTANT")

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

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title



# HEXAGON TRANSPORTATION CONSULTANTS, INC.

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June 26, 2019

Ms. Lillian Tsang  
City of Sunnyvale  
465 W. Olive Avenue, PO Box 3707  
Sunnyvale, CA 94088

***Re: Proposal to Prepare a Transportation Impact Analysis for the Proposed Lawrence Station Area Plan Update in Sunnyvale, CA – City of Sunnyvale Scope***

Dear Ms. Tsang:

Hexagon Transportation Consultants, Inc. is pleased to submit this proposal to prepare a Transportation Impact Analysis for the proposed Lawrence Station Area Plan (LSAP) update in Sunnyvale, California. The LSAP was approved by the Sunnyvale City Council on December 6, 2016. It is our understanding that the City of Sunnyvale is interested in increasing housing in the LSAP area. As selected by City Council in June 2018, the preferred land use alternative would allow for a housing increase of 3,612 dwelling units within the LSAP area, increasing the total allowable housing units within the LSAP area to 5,935 units. In addition, the LSAP is also proposed to include adjacent parcels owned by Intuitive Surgical (932 Kifer, 950 Kifer, 945-955 Kifer). These parcels are proposed to allow for a total of 1,280,000 gross square feet (s.f.) of commercial development (including 23,245 s.f. of amenity space and 62,000 s.f. of unoccupied storage area), resulting in 1,194,755 net s.f. of office/R&D area. The proposed gross floor area represents an increase of 1,089,444 s.f. over existing conditions and 700,708 s.f. of office/R&D area over the maximum allowed office/R&D square footage under the current land use regulations for the Intuitive Surgical sites. It should be noted that the LSAP inclusion of the increased commercial development from these Intuitive Surgical parcels would not increase the overall LSAP development capacity.

## **Scope of Services**

The purpose of the traffic analysis is to determine whether the traffic impacts of the proposed LSAP Update will create any new or substantially more significant traffic impacts than disclosed in the LSAP EIR on the key intersections and freeway segments in the study area during the weekday AM (7-9 AM) and PM (4-6 PM) peak commute hours. The traffic analysis will satisfy the requirements of the California Environmental Quality Act (CEQA), City of Sunnyvale, and the Santa Clara Valley Transportation Authority (VTA) Congestion Management Program (CMP). The traffic analysis proposes to study 63 intersections (see Figure 1) and up to eight freeway segments.

## **Study Intersections**

1. Mary Avenue & Central Expressway \*
2. Sunnyvale Avenue & Evelyn Avenue
3. Fair Oaks Avenue & Tasman Drive
4. Fair Oaks Avenue & US 101 Northbound Ramps
5. Fair Oaks Avenue & Ahwanee Avenue
6. Fair Oaks Avenue & Duane Avenue
7. Fair Oaks Avenue & Wolfe Road
8. Fair Oaks Avenue & Arques Avenue



9. Fair Oaks Avenue & California Avenue
10. Fair Oaks Avenue & Kifer Road
11. Fair Oaks Avenue & Evelyn Avenue
12. Fair Oaks Avenue & Old San Francisco Road
13. Fair Oaks Avenue & El Camino Real \*
14. Sunnyvale-Saratoga Road & Remington Drive \*
15. Wolfe Road & Maude Avenue (unsignalized)
16. Wolfe Road & Stewart Drive
17. Wolfe Road & Arques Avenue
18. Wolfe Road & Central Expressway Ramps
19. Wolfe Road & Kifer Road
20. Wolfe Road & Evelyn Avenue
21. Wolfe Road & Reed Avenue
22. Wolfe Road & El Camino Real \*
23. Wolfe Road & Fremont Avenue
24. Wolfe Road & Homestead Road
25. Wolfe Road & I-280 Northbound Ramps (Cupertino) \*
26. Wolfe Road & I-280 Southbound Ramps (Cupertino) \*
27. Commercial Street & Kifer Road (unsignalized)
28. Evelyn Avenue & Reed Avenue
29. Lawrence Expressway & Tasman Drive \*
30. Lawrence Expressway & Lakehaven Drive
31. Lawrence Expressway & US 101 Northbound Ramps
32. Lawrence Expressway & US 101 Southbound Ramps
33. Lawrence Expressway & Oakmead Parkway
34. Lawrence Expressway & Arques Avenue \*
35. Lawrence Expressway & Kifer Road
36. Lawrence Expressway & Reed Avenue/Monroe Street \*
37. Lawrence Expressway & Cabrillo Avenue (Santa Clara)
38. Lawrence Expressway & El Camino Real Ramps (Santa Clara) \*
39. Lawrence Expressway & Benton Street (Santa Clara)
40. Lawrence Expressway & Homestead Road (Santa Clara) \*
41. Lawrence Expressway & Pruneridge Avenue (Santa Clara)
42. I-280 Southbound Off-Ramp & Stevens Creek Boulevard (Santa Clara) \*
43. Lawrence Expressway Southbound Ramps & Stevens Creek Boulevard (Santa Clara) \*
44. Lawrence Expressway Northbound Ramps & Stevens Creek Boulevard (Santa Clara) \*
45. Lawrence Expressway & I-280 Southbound On-Ramp (San Jose) \*
46. Oakmead Parkway & Arques Avenue
47. Oakmead Parkway & Central Expressway (Santa Clara) \*
48. Corvin Drive & Kifer Road (Santa Clara)
49. Calabazas Boulevard & Monroe Street (Santa Clara)
50. Great America Parkway & Tasman Drive (Santa Clara) \*
51. Great America Parkway & US 101 Northbound Ramps (Santa Clara) \*
52. Bowers Avenue & US 101 Southbound Ramps (Santa Clara) \*
53. Bowers Avenue & Scott Boulevard (Santa Clara) \*
54. Bowers Avenue & Central Expressway (Santa Clara) \*
55. Bowers Avenue & Kifer Road/Walsh Avenue (Santa Clara)
56. Bowers Avenue & Monroe Street (Santa Clara)





- 57. Bowers Avenue/Kiely Boulevard & El Camino Real (Santa Clara) \*
  - 58. San Tomas Expressway & Scott Boulevard (Santa Clara) \*
  - 59. San Tomas Expressway & Walsh Avenue (Santa Clara)
  - 60. San Tomas Expressway & Monroe Street (Santa Clara) \*
  - 61. San Tomas Expressway & El Camino Real (Santa Clara) \*
  - 62. Semiconductor Drive/Santa Vittoria Terrace & Kifer Road
  - 63. Planned West Driveway at 1020 Kifer Road & Kifer Road [Future Intersection]
- \* Denotes CMP intersections

Intersection counts at all study intersections (except at the planned future intersection #63) have been collected as part of previous contracts in November 2017 and are not included in this proposal. The tasks to be included in this work scope are discussed below.

1. **Field-Measure Approach Delays and Queue Lengths.** Hexagon will field-measure approach delays for up to two peak approaches at 16 City-controlled intersections during both the AM and PM peak hours. Table 1 outlines the proposed approach delays to be field-measured. Hexagon will also conduct field observations to measure queue lengths for all movements for the 16 intersections during both the AM and PM peak hours. Hexagon will measure queue lengths at each intersection for five cycles. This task is quoted for a budget of \$19,000. Field measured queue lengths have already been completed. Field measured approach delays have not been completed and is included as part of this scope of work.

**Table 1**  
**Approaches at Intersections for Field-Measured Delay**

| #  | Intersection                                    | AM Peak Hour |                              | PM Peak Hour |                              |
|----|---|--------------|------------------------------|--------------|------------------------------|
|    |   | Approaches   | Survey Duration <sup>1</sup> | Approaches   | Survey Duration <sup>1</sup> |
| 1  | Sunnyvale Ave & Evelyn Ave                      | WB           | 8-9:15                       | EB           | 5-6:15                       |
| 2  | Fair Oaks Ave & Tasman Dr                       | NB, WB       | 8-9:15                       | SB           | 5-6:15                       |
| 3  | Fair Oaks Ave & US 101 NB Ramps                 | NB, WB       | 8-9:15                       | SB           | 5-6:15                       |
| 4  | Fair Oaks Ave & Duane Ave                       | NB, WB       | 7:45-9                       | SB           | 5-6:15                       |
| 5  | Fair Oaks Ave & Evelyn Ave                      | NB           | 8-9:15                       | SB           | 5-6:15                       |
| 6  | Fair Oaks Ave & Old San Francisco Rd / Reed Ave | NB           | 8-9:15                       | SB           | 5-6:15                       |
| 7  | Wolfe Rd & Stewart Dr                           | NB           | 8-9:15                       | SB           | 5-6:15                       |
| 8  | Wolfe Rd & Arques Ave                           | NB           | 8-9:15                       | SB, WB       | 5-6:15                       |
| 9  | Wolfe Rd & Kifer Rd                             | NB           | 8-9:15                       | SB, WB       | 5-6:15                       |
| 10 | Wolfe Rd & Evelyn Ave                           | NB, WB       | 8-9:15                       | SB           | 5-6:15                       |
| 11 | Wolfe Rd & Reed Ave                             | NB           | 8-9:15                       | SB           | 5-6:15                       |
| 12 | Wolfe Rd & El Camino Real                       | NB, WB       | 8-9:15                       | SB, EB       | 4:45-6                       |
| 13 | Wolfe Rd & Fremont Ave                          | NB, EB       | 8-9:15                       | SB, EB       | 5-6:15                       |
| 14 | Wolfe Rd & Homestead Rd                         | NB, WB       | 8-9:15                       | SB, EB       | 5-6:15                       |
| 17 | Evelyn Ave & Reed Ave                           | WB           | 8-9:15                       | SB           | 5-6:15                       |
| 35 | Oakmead Pkwy & Arques Ave                       | WB           | 8-9:15                       | EB           | 5-6:15                       |

Notes:

1. The survey duration is 15 minutes longer than the peak hour to ensure the end of queue is captured.





2. **Field-Measure Queue Lengths.** There are now 25 signalized study intersections located within City jurisdiction (excluding the planned future intersection #63). These intersections require field-measured queue lengths used to calibrate intersection evaluations. Task 1 covers the collection of the needed data for 16 of these intersections. The intersection at Semiconductor Drive and Kifer Road is undergoing construction on the south leg and queues will not be measured. This proposal assumes Hexagon will field-measure queue lengths for the remaining intersections during both the AM and PM peak hours. Hexagon will measure queue lengths at each intersection for five cycles.
3. **Synchro Network.** Hexagon will prepare a Synchro network for the 24 signalized study intersections under City jurisdiction (excluding the planned future intersection and the intersection at Semiconductor Drive and Kifer Road). It is assumed that the City will provide the signal timing plans as well as any coordination timing plans for preparation of the Synchro network. Hexagon will adjust the existing intersection level of service calculations to reflect field-measured queue lengths. The Synchro networks will be submitted to the City for review.
4. **Evaluation of Existing Conditions.** Existing traffic conditions will be evaluated based on existing traffic volumes at the study intersections. The existing traffic conditions at the study intersections will be evaluated using the TRAFFIX software, which employs the *2000 Highway Capacity Manual (HCM)* methodology for intersection analyses and is the designated level of service methodology for the City of Sunnyvale. The intersection level of service calculations under existing conditions for 24 of the city-controlled study intersections will be adjusted to reflect field-measured queue lengths. Further adjustments will be applied to ensure the level of service results are identical between the TRAFFIX software and the Synchro software for these 24 intersections. All TRAFFIX parameters are assumed to be the same between the existing and cumulative scenarios. Existing transit services as well as bicycle and pedestrian facilities in the vicinity of the proposed plan area will be described. Evaluation of intersection level of service for City of Santa Clara intersections will follow new guidelines per City of Santa Clara staff. The TIA document will report only TRAFFIX outputs.
5. **Area Traffic Model.** Hexagon will utilize the Sunnyvale travel demand forecasting model (STFM) to prepare the traffic analysis. The City's model was updated within the last 3 years and was validated against 2013-2015 count data. The model will also be used to extract average daily traffic (ADT) information for the environmental consultant.



- 6. *Evaluation of Cumulative Conditions with Foreseeable General Plan Amendments (GPA).*** Hexagon will obtain from City staff the TAZ-level land use inputs into the STFM for this scenario. It is our understanding that the City is currently working on several other projects that would require GPAs. This scope assumes that City staff would provide TAZ-level land use inputs encompassing all proposed projects that would require a GPA. Potential GPAs outside of Sunnyvale will be included as directed by City staff. Hexagon will coordinate with the corresponding agencies to obtain TAZ-level land use inputs for potential GPAs outside of Sunnyvale. Roadway network improvements will be coded into the model as directed by City staff. The traffic volumes for this scenario will be adjusted based on the scenario model run results and existing traffic volumes. Traffic conditions at the study intersections will be evaluated using the TRAFFIX software using City-specific guidelines. Intersection improvements will be assumed as directed by City staff.
- 7. *Determination of Project-Generated Intersection Impacts.*** The cumulative scenario analyzed in Task 6 will be compared to existing conditions to determine potential cumulative impacts. Hexagon will identify for each intersection with a significant cumulative impact the threshold for a cumulatively considerable contribution to the significant cumulative impact. Hexagon will perform a select-link analysis to determine whether the updated LSAP as a whole would meet the threshold for a cumulatively considerable contribution. Hexagon will then compare the entire updated LSAP impact conclusions to the impact conclusions in the previously adopted LSAP EIR. The LSAP update is said to generate a new significant intersection impact at locations that are identified with an intersection impact but not previously identified with an impact in the LSAP EIR. The determination also will state whether the LSAP update would have a substantially more severe impact at an intersection than identified in the LSAP EIR.
- 8. *Evaluation of Freeway Segments.*** Hexagon will select up to eight freeway segments for evaluation for the cumulative scenario analyzed in Task 6. Hexagon will submit the proposed study freeway segments for City approval. Freeway segment volumes under the cumulative scenario will be adjusted based on model forecasts and existing volumes. Freeway segment levels of service results will be evaluated per VTA guidelines. Freeway segment impacts will be identified in accordance with VTA guidelines and compared to the results of the LSAP EIR to determine if the LSAP update would create any new or substantially more severe significant freeway segment impacts.
- 9. *Evaluation of Freeway Ramps.*** Hexagon will select up to eight freeway ramps for evaluation for the cumulative scenario analyzed in Task 6. Hexagon will submit the proposed study freeway ramps for City approval. Freeway ramp volumes under the cumulative scenario will be adjusted based on model forecasts and existing volumes. Hexagon will conduct a volume-to-capacity evaluation at the study freeway ramps. For ramps that would not have sufficient capacity, Hexagon will determine whether the proposed LSAP Update would generate traffic greater than 1% of the ramp capacity. Hexagon will compare the project's freeway ramp impacts to those disclosed in the LSAP EIR to determine if the LSAP update would create any new or substantially more severe significant freeway ramp impacts.





- 10. Evaluation of Central Expressway Ramps.** Hexagon will conduct field observations and peak hour traffic counts at Central Expressway ramps at Wolfe Road, Commercial Street, Lawrence Expressway and at San Tomas Expressway where the proposed LSAP Update is expected to add traffic onto. Hexagon will conduct a volume-to-capacity analysis of these ramps under cumulative conditions to determine any potential capacity deficiencies. For ramps with capacity deficiencies, Hexagon will determine whether the proposed LSAP Update would generate traffic greater than 1% of the ramp capacity.
- 11. Transit, Pedestrian and Bicycle Traffic Review.** The analysis also will examine whether the LSAP Update would conflict with a program plan, ordinance or policy addressing the circulation system, including transit, bicycle and pedestrian facilities. The analysis will include a discussion of existing and planned transit services in the area, as well as bicycle and pedestrian facilities. This task will include a quantitative analysis of transit delay from the LSAP Update in compliance with VTA traffic study guidelines. Any deficiencies created or exacerbated by the LSAP update, compared to the deficiencies identified in the LSAP EIR will be identified, and if there are new or substantially more severe significant impacts, improvements will be recommended. The analysis will examine whether the LSAP Update would have a new or substantially more severe significant impact on bicycle or pedestrian facilities than disclosed in the LSAP EIR. The City will be studying a new bike/pedestrian route from the east and west ends of the LSAP study area to the Caltrain station as part of the separate Sense of Place Plan project.
- 12. Signal Warrant Analysis.** The need for future signalization of all the unsignalized study intersections will be evaluated on the basis of the Peak Hour Warrant (Warrant 3 – Part B) in the *California Manual on Uniform Traffic Control Devices*. The warrant will be evaluated using peak-hour volumes for all study scenarios.
- 13. Description of Impacts and Recommendations.** Hexagon will identify and describe any new or substantially more severe significant impacts created by the LSAP update as compared to the LSAP. If new or substantially more severe significant impacts are identified, Hexagon will identify the locations and types of improvements or modifications necessary to mitigate the new or substantially more severe significant impacts. If the recommended improvements are already captured in the City's Deficiency Plan, that will be acknowledged. Project impacts and recommendations will be submitted for City staff review prior to submitting the Administrative Draft report. This task includes the preparation of up to five conceptual plans for the proposed mitigations.
- 14. TIA Reports and Response to Comments.** Hexagon will summarize its methods, findings, and recommendations in an Administrative Draft TIA report including text, tables, and graphics. Hexagon will submit three hard copies of the Administrative Draft report and two hard copies of the report appendices to City staff for review. Hexagon will respond to editorial comments from City staff and prepare a Draft TIA. Hexagon will submit two hard copies of the Draft report and appendices to City staff for review. Hexagon will respond to comments on the Draft TIA report and prepare a Final TIA report. Hexagon will submit two hard copies of the Final report and appendices to City staff. Hexagon will also respond to comments on the ADEIR and DEIR.



15. **Qualitative Analysis of EIR Alternatives.** Hexagon will qualitatively analyze three EIR alternatives and discuss potential differences in each alternative's impact implications. Hexagon will document the findings in a separate memorandum. Hexagon will respond to editorial comments from City staff and prepare a final memorandum.
16. **Feasibility Evaluation of a Loop Road.** The LSAP proposes a new loop road that would travel parallel to the railroad tracks within the LSAP boundary. Hexagon will conduct model runs with and without the loop road under cumulative conditions and evaluate intersection operations at nearby intersections on Kifer Road between Wolfe Road and Bowers Avenue. It is assumed that the City staff will provide the roadway configuration of the loop road. Hexagon will document the findings in a separate memorandum. Hexagon will respond to editorial comments from City staff and prepare a final memorandum.
17. **Meetings.** The fee estimate includes staff attendance at two public hearings and five project meetings with City staff related to the proposed project. The five project meetings include a kick-off meeting and a public outreach meeting.

#### **Optional Task**

18. **Qualitative VMT Discussion.** In December 2018, the California Natural Resources Agency certified and adopted the CEQA Guidelines update package, including the Guidelines section implementing Senate Bill 743. The City of Sunnyvale has not adopted any VMT related policies. As an optional task, Hexagon will provide qualitative VMT discussion for the proposed LSAP Update in the TIA report. It is our understanding that City staff is still finalizing the scope of the qualitative VMT discussion. This task assumes a preliminary budget of \$1,600 and will lengthen the project schedule by one week. Hexagon will provide a finalized budget and schedule for this task upon receiving direction on the qualitative VMT discussion.

#### **Additional Services**

Any work not specifically referenced in the above Scope of Work – for example analyzing additional project alternatives, analyzing additional study intersections, conducting field delay measurements – shall be considered additional services. Additional services will require additional budget and additional time and will be conducted upon receipt of authorization to proceed.



Ms. Lillian Tsang  
June 26, 2019  
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## Schedule and Budget

Tasks 1 through 17 as outlined in our Scope of Services will require a budget of \$110,500 (see Table 2 for a budget breakdown by task), which is the City of Sunnyvale's share to conduct the study. A separate proposal which outlines Intuitive Surgical's portion of the study has been submitted.

Billings for the project will be conducted monthly on a time and expenses basis. This price quote is good for 30 days. This price quote assumes all project-related activities will be completed within one year. Extended project schedules will require additional budget for project administration.

Barring any unforeseen delays, the Administrative Draft report will be submitted 10 weeks after (1) a contractual agreement has been reached for both this proposal and the Intuitive Surgical proposal, and (2) the required information – such as TAZ-level land use data – has been received. Upon receiving comments on the Administrative Draft report, the Draft report will be submitted within two weeks. The Final report will be delivered one week after receipt of all comments on the Draft report. Cognizant of your desired schedule, we are ready to start work immediately upon authorization.

We look forward to working with you and appreciate your consideration of Hexagon for this assignment. If you have any questions, please do not hesitate to call.

Sincerely,

HEXAGON TRANSPORTATION CONSULTANTS, INC.

Gary K. Black  
President

Ollie Zhou, T.E.  
Senior Associate



**Table 2**  
**Budget Breakdown**

| #   | Task  | Labor Hours |               |          |       | Task Cost  |
|---|---|-------------|---------------|----------|-------|------------|
|   |   | President   | Sr. Associate | Engineer | Admin |            |
| 1   | Field-Measure Approach Delays and Queue Lengths         | 2           | 10            | 50       | 2     | \$ 19,000  |
| 2   | Field-Measure Queue Lengths                             | 2           |               | 24       | 2     | \$ 3,159   |
| 3   | Synchro Network   |             | 16            |          |       | \$ 2,757   |
| 4   | Evaluation of Existing Conditions                       |             | 30            | 30       |       | \$ 8,247   |
| 5   | Area Traffic Model                                      |             | 8             |          |       | \$ 1,379   |
| 6   | Evaluation of Cumulative Conditions                     |             | 40            |          |       | \$ 6,893   |
| 7   | Determination of Project-Generated Intersection Impacts |             | 40            |          |       | \$ 6,893   |
| 8   | Evaluation of Freeway Segments                          |             | 8             |          |       | \$ 1,379   |
| 9   | Evaluation of Freeway Ramps                             |             | 8             |          |       | \$ 1,428   |
| 10  | Evaluation of Central Expressway Ramps                  |             | 16            | 24       |       | \$ 5,285   |
| 11  | Bike, Pedestrian and Transit Facilities                 | 1           | 16            |          |       | \$ 2,987   |
| 12  | Signal Warrant Analysis                                 | 1           |               | 4        |       | \$ 640     |
| 13  | Description of Impacts and Recommendations              | 4           | 40            |          |       | \$ 7,812   |
| 14  | TIA Reports and Response to Comments                    | 24          | 80            |          | 16    | \$ 20,680  |
| 15  | Qualitative Analysis of EIR Alternatives                | 4           | 40            |          | 4     | \$ 8,157   |
| 16  | Feasibility Evaluation of a Loop Road                   | 4           | 24            |          | 2     | \$ 5,227   |
| 17  | Meetings  | 30          | 8             |          | 2     | \$ 8,577   |
| Sub-Total:                                  |   | 72          | 384           | 132      | 28    | \$ 110,500 |
| Total Cost (Tasks 1-17):                    |   |             |               |          |       | \$ 110,500 |
| <b>Optional Task</b>                        |   |             |               |          |       |            |
| 18  | Qualitative VMT Discussion                              |             | 2             | 8        |       | \$ 1,600   |
| Total Cost with Optional Task (Tasks 1-18): |   |             |               |          |       | \$ 112,100 |



## Exhibit C

### INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor 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/Contractor, his agents, representatives, or employees.

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

1. **Commercial General Liability:** \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$X,XXX,XXX 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:** \$X,XXX,XXX per accident for bodily injury or disease.

#### 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** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) 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/Contractor; products and completed operations of the Consultant/Contractor; premises owned, occupied or used by the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. 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/Contractor'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/Contractor'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/Contractor'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.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

#### 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.

#### Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to this insurance requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.