



Council Meeting: May 8, 2012

SUBJECT: Authorization to Amend an Existing Contract to Provide Traffic Engineering Services for the Mary Avenue Street Space Allocation Study (F1104-58)

BACKGROUND

Approval is requested to amend an existing contract with TJKM Transportation Consultants of Pleasanton for traffic engineering services for the Mary Avenue Street Space Allocation Study. The additional services include provision of a Traffic and Simulation Analysis and completion of a CEQA Initial Study, and will increase the total contract value by \$67,860, from \$139,880 to \$207,740. The Council's recent decision to suspend the Mary Avenue Extension Project Revised Environmental Impact Report (EIR) and associated analyses allows work on the Street Space Allocation Study to move forward independently

DISCUSSION

On April 27, 2010 Council awarded a contract to TJKM Transportation Consultants (RTC No. 10-108) for engineering and environmental analysis for configuring the roadway geometry of Mary Avenue from Fremont Avenue to Maude Avenue to assess street space allocation (roadway configuration) alternatives to accommodate motor vehicles, bicycles, pedestrians and transit.

The analysis proceeded to near completion, but was essentially put on hold in order to coordinate parallel efforts on the Mary Avenue Extension Revised EIR. A Request for Proposals (RFP) for the Revised EIR was issued in August 2011. At its Strategic Planning Workshop in February 2012, Council provided direction to postpone the Mary Avenue Extension Revised EIR and instead focus on an opportunity to evaluate roadway improvements at the Mathilda Avenue/Route 237 Interchange. This change in priorities allows the Mary Avenue Street Space Study to move forward independent of the Mary Avenue Extension Project.

While work was proceeding on the preliminary CEQA documentation preparation phase for the Street Space Allocation Study, TJKM identified a potential CEQA impact in which the reduced roadway capacity under certain bicycle lane alternatives (then being formulated) would possibly divert traffic onto major City streets parallel to Mary Avenue. Such impacts require preparation of a CEQA Initial Study. Once completed, these additional analyses will be presented to the community and Council for further consideration.

Additional services under this contact amendment include the preparation of a traffic simulation model to evaluate cueing and delay at merge points. Under one alternative, Mary Avenue would be reduced from four through lanes to two except

at large intersections such as El Camino Real and Central Expressway. At transitions from four lanes to two lanes more analysis is needed to evaluate potential delays. New traffic counts will be taken to calibrate the simulation model.

FISCAL IMPACT

Total cost for the additional work is \$67,860, increasing total project costs from \$139,880 to \$207,740. Funding for the additional work in the amount of \$58,850 is available in Capital Project 828590 (Mary Avenue Street Space Allocation Study). The remaining \$9,010 will be funded by the Transportation and Traffic Services Operating Budget Program 119, which has a budget for small traffic analyses.

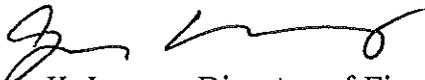
PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

It is recommended that Council approve an amendment to an existing contract with TJKM Transportation Consultants of Pleasanton, in substantially the same form as the attached draft, to increase the total contract value by \$67,860 to provide a Traffic and Simulation Analysis and a CEQA Initial Study associated with the Mary Avenue Street Space Allocation Study.

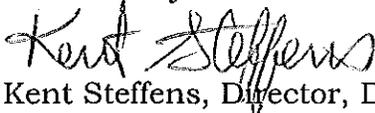
Reviewed by:



Grace K. Leung, Director of Finance

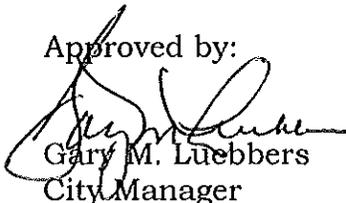
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:



Kent Steffens, Director, Department of Public Works

Approved by:



Gary M. Luebbers
City Manager

Attachments

- A. Draft Amendment to Consultant Services Agreement
- B. Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND TJKM TRANSPORTATION
CONSULTANTS TO PROVIDE TRAFFIC ENGINEERING AND
ENVIRONMENTAL DOCUMENTATION SERVICES FOR THE
MARY AVENUE STREET SPACE ALLOCATION STUDY**

This Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and TJKM TRANSPORTATION CONSULTANTS ("CONSULTANT").

WHEREAS, on May 19, 2010 CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services necessary for investigation, analysis, consultation, environmental documentation, traffic engineering and other services for a project known as the Mary Avenue Street Space Allocation Study; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

Replace Section 1. (Services by CONSULTANT) with the following:

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and Exhibit "A-2" entitled "Contract Addendum Scope of Work". All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Rich Haygood, 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.

Replace Section 2.(b) (Notice to Proceed/Completion of Services) with the following:

2. Notice to Proceed/Completion of Services

(b) When CITY determines that CONSULTANT has satisfactorily

**ATTACHMENT A
DRAFT**

completed the services defined in Exhibit "A" and Exhibit "A-2", 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 Contract Addendum Scope of Work (Exhibit "A-2"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

Replace Section 4. (Payment of Fees and Expenses) with the following:

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" and Exhibit "A-2" entitled "Contract Addendum Scope of Work". All compensation will be based on monthly billings as provided in Exhibits "B" and "A-2". 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 Exhibits "B" and "A-2" for each phase. In no event shall the total amount of compensation payable under this Agreement exceed the sum of Two Hundred Seven Thousand Seven Hundred Forty and No/100 Dollars (\$207,740.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

Replace the second paragraph of Section 8. (Standard of Workmanship) with the following:

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under the Scope of Work (Exhibit "A") and Contract Addendum Scope of Work (Exhibit "A-2") 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.

**ATTACHMENT A
DRAFT**

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

APPROVED AS TO FORM:

CITY OF SUNNYVALE ("CITY")

By _____
City Attorney

By _____
City Manager

TJKM TRANSPORTATION
CONSULTANTS,
("CONSULTANT")

By _____

Title



Vision That Moves Your Community

Transportation
Consultants

**Contract Addendum Scope of Work
Mary Avenue Street Space Allocation Study
In the City of Sunnyvale
March 7, 2012**

Project Understanding

TJKM Transportation Consultants understands that the City Council and staff would like to proceed with a traffic simulation analysis, CEQA Initial Study documentation, and implementation of a preferred alternative for the Mary Avenue Street Space Allocation Study. Under the original study contract, the TJKM/Circlepoint team prepared four preliminary bicycle lane design alternatives for the study corridor, held two public meetings to gather stakeholder comments on the alternatives, developed evaluation criteria for the alternatives consistent with the City's Policy for the Allocation of Street Space, and prepared an evaluation of the four alternatives based on those criteria.

During the recent CEQA documentation preparation phase, the consultant team identified a potential CEQA impact in which the reduced roadway capacity created by a proposed road diet under certain alternatives could possibly divert traffic onto major City streets parallel to Mary Avenue. In terms of CEQA documentation, this would require preparation of an Initial Study. As a result, City staff has requested that TJKM conduct additional traffic and simulation analysis to determine potential travel time and vehicle queuing impacts from diversionary traffic on parallel City roadways. Below is a scope of work to address this issue.

Scope of Work – Traffic and Simulation Analysis (TJKM)

- Hold a kickoff meeting with TJKM/Circlepoint team and City staff and counsel as needed to define study issues (including CEQA), refine work scope, and determine work products.
- Conduct new weekday a.m. and p.m. peak hour vehicle traffic counts at the Mary Avenue intersections previously counted in 2010 during the same weekday commute peak periods as the original study. The purpose is twofold – 1) ensure calibrated existing 2012 conditions for the traffic simulation / diversion analysis and 2) establish a defensible CEQA notice of preparation baseline. The intersections are as follows:
 1. Mary Avenue / Maude Avenue
 2. Mary Avenue / Corte Madera Avenue
 3. Mary Avenue / Central Expressway
 4. Mary Avenue / California Avenue
 5. Mary Avenue / Evelyn Avenue
 6. Mary Avenue / Washington Avenue
 7. Mary Avenue / Iowa Avenue
 8. Mary Avenue / El Camino Real (State Route 82)
 9. Mary Avenue / Heatherstone Way
 10. Mary Avenue / Knickerbocker Drive
 11. Mary Avenue / Remington Drive
 12. Mary Avenue / Ticonderoga Drive
 13. Mary Avenue / Fremont Avenue
- For purposes of the diversion analysis, collect new weekday peak period (7:00-9:00 a.m., 4:00-6:00 p.m.) vehicle traffic counts during the same day as the Mary Avenue counts at the following parallel street intersections:
 1. Bernardo Avenue / Evelyn Avenue
 2. Bernardo Avenue / El Camino Real (SR 82)

Pleasanton
3875 Hopyard Road
Suite 200
Pleasanton, CA
94588-8526
925.463.0611
925.463.3690 fax

Fresno
516 W. Shaw Avenue
Suite 200
Fresno, CA
93704-2515
559.325.7530
559.221.4940 fax

Sacramento
980 Ninth Street
16th Floor
Sacramento, CA
95814-2736
916.449.9095

Santa Rosa
1400 N. Dutton Avenue
Suite 21
Santa Rosa, CA
95401-4643
707.575.5800
707.575.5888 fax

tjkm@tjkm.com
www.tjkm.com

3. Mathilda Avenue / Indio Way
 4. Mathilda Avenue / California Avenue
 5. Mathilda Avenue / El Camino Real (SR 82)
- Conduct field travel time runs on the Mary Avenue, Bernardo Avenue, and Mathilda Avenue corridors between Evelyn Avenue and El Camino Real during the same weekday(s) and peak periods (7:00-9:00 a.m., 4:00-6:00 p.m.) that the new traffic counts are being collected. A minimum of five round trips will be collected during each time period on all corridors to collect valid samples along each corridor. The purpose is to establish a traffic operational baseline for calibrating existing corridor travel time, speed, and delay prior to implementation of the preferred project alternative.
 - Collect new 48-hour two-way average daily traffic (ADT) counts along the following segments for purposes of the noise and air quality analysis:
 1. Bernardo Avenue south of Evelyn Avenue
 2. Bernardo Avenue north of El Camino Real
 3. Mathilda Avenue south of Evelyn Avenue
 4. Mathilda Avenue north of El Camino Real
 5. Mary Avenue south of Evelyn Avenue
 6. Mary Avenue north of El Camino Real
 - Run the latest version of the City of Sunnyvale travel demand model (most likely using select link analysis) to determine the percentage of vehicles that would potentially divert from Mary Avenue to Bernardo or Mathilda Avenues due to peak hour congestion potentially created by the proposed road diet lane drops south of Evelyn Avenue and north of El Camino Real.
 - Also while running the City travel demand model, TJKM will additionally develop future year (2020) traffic projections for the new Bernardo and Mathilda Avenue intersections, utilizing the same future traffic growth procedures developed previously for the Mary Avenue Road Space Reallocation Project or other method approved by City staff.
 - TJKM will revisit 2020 Mary Avenue intersection volume projections by assuming no build for the Mary Avenue Extension. In addition, 2020 Mary Avenue volumes with the various bike lane alternatives will be revised according to the potential diversion analysis described above.
 - In analyzing Existing and 2020 Conditions traffic volumes before and after the bike lane alternatives, TJKM will account for the potential effects of peak spreading in addition to diversion.
 - Conduct SimTraffic simulations during weekday a.m. and p.m. peak hours for the following scenarios:
 1. Existing Conditions (baseline)
 2. Existing Conditions with proposed road diet and Class II bicycle lanes between Evelyn Avenue and El Camino Real (included in highest scoring alternative – Alternative 3).
 3. Existing Conditions with parking lane removal and maintenance of four travel lanes between Evelyn Avenue and El Camino Real (Alternative 2).
 4. 2020 Conditions (baseline)

5. 2020 Conditions with proposed road diet and Class II bicycle lanes between Evelyn Avenue and El Camino Real (included in highest scoring alternative – Alternative 3).
 6. 2020 Conditions with parking lane removal and maintenance of four travel lanes between Evelyn Avenue and El Camino Real (Alternative 2).
- Conduct a bottleneck capacity analysis supplementing SimTraffic that determines potential queuing and delays associated with the proposed lane drops on Mary Avenue north of El Camino Real and south of Evelyn Avenue associated with the proposed road diet/Class II bike lane and four-lane roadway configurations.
 - Develop a quantitative metric related to corridor travel time and delay and/or lane drop volume / capacity in order to assess any potential traffic-related CEQA impacts that may occur on the Mary Avenue, Bernardo Avenue, and/or Mathilda Avenue corridors due to implementation of either the proposed Mary Avenue road diet or parking lane removal alternative.
 - For any impacts that are identified on the Mary Avenue, Bernardo Avenue, and/or Mathilda Avenue corridors based on the above metric(s) described above, determine appropriate transportation or other improvements to mitigate impacts to a less-than-significant level. TJKM will consult with City staff on using appropriate future programmed City transportation improvements for mitigation.
 - TJKM will prepare a draft updated traffic operations report for City review summarizing results from the traffic analysis and simulations, including:
 1. Comparison of approximate average travel times and delay during weekday a.m. and p.m. peak hours resulting from SimTraffic simulations on the Bernardo, Mary, and Mathilda Avenue corridors between Evelyn Avenue and El Camino Real:
 - Before implementation of any alternatives (Existing/2020 baselines)
 - With implementation of road diet (Alternatives 1, 3, and 4) between Evelyn and El Camino Real
 - With implementation of parking lane removal and maintenance of four travel lanes (Alternative 2) between Evelyn and El Camino Real
 2. Level of Service (LOS) summary for Existing and 2020 Conditions for weekday a.m. and p.m. peak hours for the 18 study intersections on Mary, Bernardo, and Mathilda Avenues:
 - Before implementation of any alternatives
 - With implementation of road diet (Alternatives 1, 3, and 4) between Evelyn and El Camino Real
 - With implementation of parking lane removal and maintenance of four travel lanes (Alternative 2) between Evelyn and El Camino Real
 3. Conclusions on potential traffic impacts (LOS and delay) due to traffic diversion from road diet lane drops on Mary Avenue between Evelyn Avenue (southbound) and El Camino Real (northbound). TJKM will assess impacts based on City of Sunnyvale and VTA traffic operational standards as appropriate.
 - In addition, TJKM will update the previously conducted alternatives criteria scoring and evaluation as needed based on new 2012 existing intersection and ADT counts and traffic analysis conducted for the 13 Mary Avenue study intersections.

Scope of Work – CEQA Documentation (Circlepoint)

Following is our subconsultant Circlepoint's proposed scope of work for completing the CEQA Initial Study documentation portion of the Mary Avenue Road Space Reallocation project.

Background

Circlepoint entered into a contract with TJKM in May 2010 to complete various tasks related to the proposed Mary Avenue Road Space Reallocation Project. At the time of contracting, fairly little was known about project details; the main thrust of Circlepoint's work scope was assistance in public outreach about the project.

Based on conversations with the City and with TJKM, Circlepoint's scope of work initially assumed the project would qualify for a Categorical Exemption. However, Circlepoint also included an optional "round number" estimated additional cost (of about \$16,000) for preparation of an initial study.

The scope of work said only the following with regard to the potential need for an initial study:

If potential environmental impacts are identified that would require the preparation of an initial study, Circlepoint would prepare a scope and fee at that time. An optional task is included in the budget to cover this potential activity.

Between 2010 and 2011, Circlepoint completed all public outreach aspects of its contract.

Circlepoint began the environmental review work in spring 2011, based on a then-current, partial understanding of the project. Following consultation with TJKM and the City, Circlepoint moved directly into preparation of an Initial Study; we did not at the time prepare an updated scope and fee, but simply started work in an effort to keep the project moving forward.

In fall 2011, Circlepoint was directed to stop work on the environmental review, as the City communicated that Mary Avenue Street Space Allocation project would be combined with the Mary Avenue Extension project. As of February 2012, Circlepoint has about \$12,500 in funds remaining in the project budget.

In February 2012, Circlepoint was advised that the City plans to put the Mary Avenue Extension project on indefinite hold. Accordingly, the City has asked the TJKM team to revisit the Mary Avenue Street Space Allocation project. To this end, Circlepoint has developed this revised understanding of the project and prepared the following cost-to-complete estimate for the environmental review.

Circlepoint's Revised Understanding of the Project

- The general nature of the project is expected to remain essentially similar. All proposed "road diet" improvements are expected to occur entirely within the existing paved public right-of-way. Neither tree removal nor property acquisition would be required.
 - Based on these considerations, we understand that an *Initial Study* continues to be the appropriate environmental review document.
 - Based on the likely controversy that may attach to this project, we recommend, per our recent calls, to include expert air quality and noise technical assessments.
- TJKM and the City are collaborating in the consideration of alternatives. The City/TJKM will identify one alternative to carry forward into the Initial Study. CEQA does not require the consideration of multiple alternatives in an initial study level document.
 - If the City wishes the environmental document to fully consider more than one alternative, Circlepoint will prepare a revised scope and cost-to-complete.

- o Circlepoint completed some work on an administrative draft Initial Study. This earlier work may remain applicable to the revised project.

Tasks

1. Review Preferred Alternative

Circlepoint will review the identified preferred alternative and advise TJKM and the City of any new potential concerns for the environmental review. Circlepoint assumes that the preferred alternative will introduce no new environmental issues.

2. Revise Project Description

Circlepoint will revise the project description to reflect the preferred alternative, and will review/confirm basic project parameters with TJKM and/or the City.

3. Incorporate Air Quality and Noise Technical Studies

Circlepoint technical team member Illingworth & Rodkin, a firm with extensive Sunnyvale experience, will analyze the preferred alternative and traffic volume data (prepared by TJKM) and provide a quantitative assessment of the project's potential for local air or noise impacts.

Air Quality

Operation of the proposed project may affect air pollutant emissions that affect the region. There are emission-based thresholds to judge these impacts. Changes to air pollutant emissions in the project area would be assessed by applying emission factors for air pollutants and greenhouse gases to existing and forecasted traffic conditions. The differences in emissions would be the impact of the proposed project and those would be compared against significance thresholds.

Noise

There may be short-term noise impacts from construction, but these are expected to be mitigated through standard construction techniques and City policies. Operation of the project may result in changes to noise levels as a result of changes to traffic, both volumes and speed. The noise level changes would be modeled based on changes to traffic volume and speed. The change would be compared against existing conditions to assess the significance of the proposed project on the noise environment.

Circlepoint will incorporate these technical findings into the environmental document. This scope of work assumes that any identified impacts can be reduced to a less-than-significant level with mitigation.

4. Revise and Submit Administrative Draft Initial Study

In this task, Circlepoint will revise all other sections of the Initial Study and submit an administrative draft to TJKM and the City for review.

5. Prepare Screencheck Draft

Circlepoint will prepare a screencheck draft IS/MND for review by the City and TJKM. Our scope assumes we will be provided a single set of consolidated comments.

6. Prepare and Publish Draft IS/MND

Assuming only minor edits will be required following City/TJKM review of the screencheck draft, Circlepoint will prepare a print-ready copy of the Draft IS/MND appropriate for the City to transmit to all interested parties.

7. Allowance to Review and Sort Comments

No one can predict the number and complexity of comments the City will receive on the published draft IS/MND. Circlepoint has included a small allowance to perform an initial sort / assessment of comments received. To the extent the City would like Circlepoint's assistance in preparing responses to comments and a Final MND, the purpose of this task will be for Circlepoint to prepare a complete cost estimate for preparation of the Final IS/MND.

8. Meetings/Client Coordination

Circlepoint's scope includes a small allowance for ongoing client coordination and meetings to discuss the environmental review document. Our scope a total of 3 meetings to be held on the telephone (no in person meetings).

CEQA Analysis Assumptions

The scope, schedule, and budget outlined in this proposal are predicated on the limitations and assumptions described below.

- Our scope and budget assume the City will finalize, sign, and file all required notices and cover the cost of all filing fees.
- The City will provide a single set of consolidated comments on all draft documents. For scoping and schedule purposes, we assume the comments on the Administrative Draft will include both substantive and editorial comments. We will address substantive comments in preparing the Screencheck Draft from comments on the Administrative Draft. Accordingly, our schedule and scope assume comments on the Screencheck will be largely editorial and thus minor in nature.
- No other peer reviews or technical reports are required to complete the environmental analysis beyond the analyses identified above. Should our work in Task 1 identify a need for any further studies, Circlepoint will immediately advise the TJKM and the City. We will work cooperatively with TJKM and the City to develop a plan to obtain any needed information.
- Meeting attendance is as noted in Task 8 above.

Proposed Budget – TJKM and Circlepoint

TJKM proposes the following budget to complete this work addendum:

TJKM (prime)	\$40,330
Circlepoint (subconsultant)	\$27,530
TOTAL	\$67,860

The TJKM fee includes the new a.m./p.m. peak period and average daily traffic counts, field travel time runs, simulation analysis, and an updated traffic operations report for City use. The Circlepoint fee includes CEQA Initial Study preparation and noise/air quality analysis from Illingworth and Rodkin (including Circlepoint administrative/overhead fees). A detailed budget is attached.

If you have questions concerning this cost proposal, please call Andrew Kluter, P.E., Deputy Project Manager, at (925) 264-5034. Thank you again for providing TJKM the opportunity to complete the Mary Avenue Road Space Reallocation Study traffic analysis and environmental documentation.

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
TJKM TRANSPORTATION CONSULTANTS TO PROVIDE TRAFFIC
ENGINEERING AND ENVIRONMENTAL DOCUMENTATION SERVICES FOR THE
MARY AVENUE STREET SPACE ALLOCATION STUDY**

THIS AGREEMENT dated May 19, 2015 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and TJKM TRANSPORTATION CONSULTANTS ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, consultation, environmental documentation, traffic engineering and other services for a project known as the Mary Avenue Street Space Allocation Study; 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 Rich Haygood, 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. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Thirty Nine Thousand Eight Hundred Eighty and No/100 Dollars (\$139,880.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

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

and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

To the extent permitted by law, 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 negligent act, error, omission or negligence 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 or willful misconduct of CITY, its officers, employees, agents or representatives.

Nothing herein contained in this Section or in this Agreement shall be construed to require CONSULTANT to indemnify CITY, or any other indemnified party, against any responsibility or liability in contravention of California Civil Code Section 2782.8.

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

To CONSULTANT: TJKM TRANSPORTATION CONSULTANTS
Attn: Rich Haygood, P.E.
3875 Hopyard Road, Suite 200
Pleasanton, CA 94588-8526

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 certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of 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.

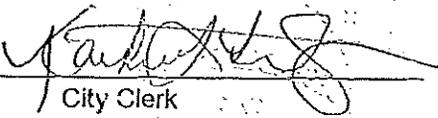
32. Miscellaneous

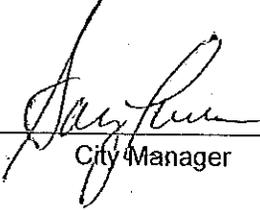
Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

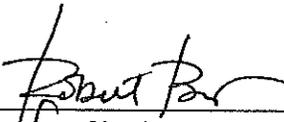
By 
City Clerk

By 
City Manager

TJKM TRANSPORTATION CONSULTANTS
("CONSULTANT")

By 
Chris D. Kinzel, President
Name/Title

APPROVED AS TO FORM:


City Attorney

By _____

Name/Title

EXHIBIT "A"

TJKM
Transportation
Consultants

Project Understanding

The City of Sunnyvale has received a grant from the Santa Clara Valley Transportation Authority (VTA) Bicycle Expenditure Program (BEP) and has additionally provided a local match from the City's Capital Projects/Traffic Mitigation Subfund to investigate alternatives for re-allocating existing street space on Mary Avenue between Fremont Avenue and Maude Avenue. This approximately three-mile arterial roadway, currently designated by the City as a signed bicycle route, serves a variety of office and retail commercial uses between Maude Avenue and Central Expressway, with primarily residential uses south of Central Expressway.

The City is looking to the consultant not only to develop roadway allocation alternatives for Mary Avenue, but also to develop screening criteria based on the Policy for the Allocation of Street Space that the City Council adopted by General Plan Amendment as part of the City's Land Use and Transportation Element in April 2009. The policy goals include modal balance for motor vehicles, bicycles, and pedestrians to promote increased bicycle use; incentives to offset potential impacts to on-street parking and other non-transport uses; and maintenance of minimum design and safety standards for all roadway users. The policy also establishes the need for planning and engineering screening criteria with respect to bicycle lane implementation, including roadway geometry, collision history, travel speed, motor vehicle traffic volumes, and parking supply/demand (both on- and off-street). The goal of this project is to establish suitable criteria for Mary Avenue and to develop and rank alternatives for reallocating street space for all modes (car, transit, bicycle, and pedestrian) on this segment based on those established criteria.

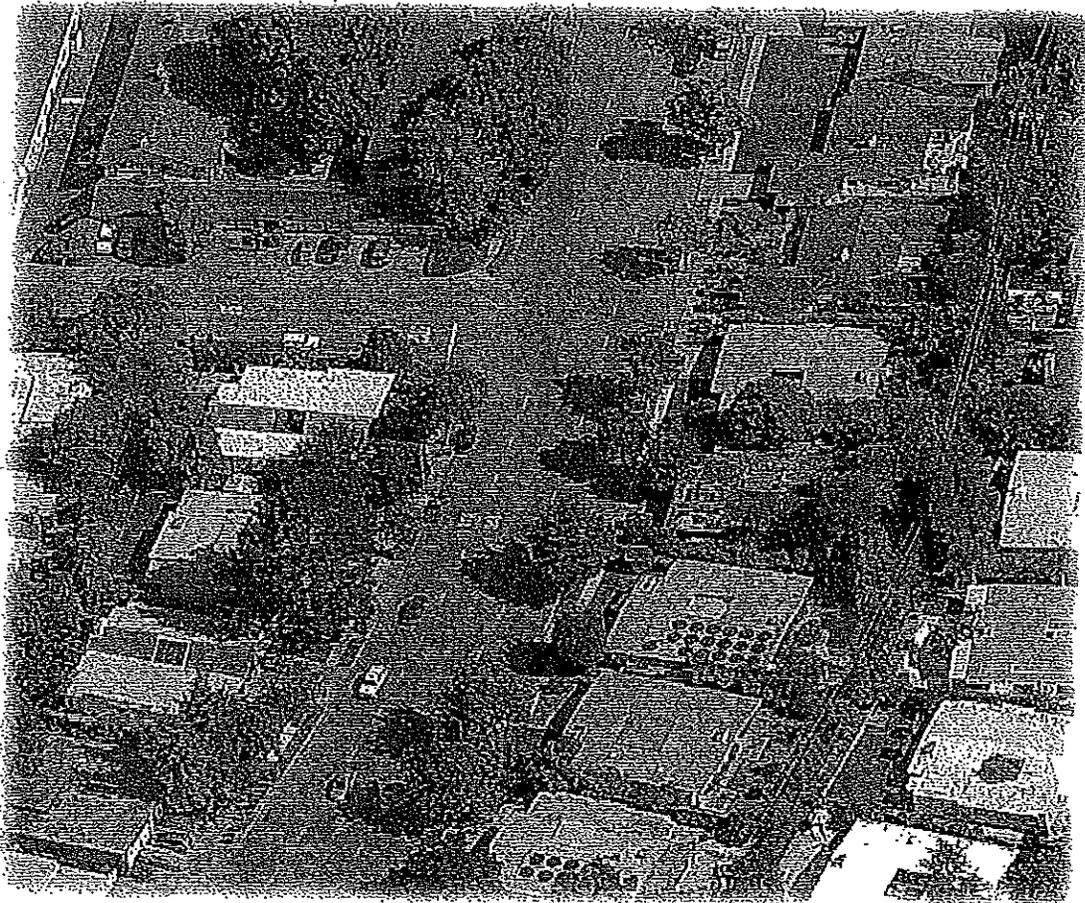
The TJKM team has significant experience, both locally within the City of Sunnyvale and with street space reallocation projects. Over the past 10-15 years, one of the more prominent types of roadway space reallocation has been the "road diet". Most often in the Bay Area, road diets have consisted of converting roadways with four travel lanes (two per direction) to three travel lanes (two through lanes and a center turn lane). The space vacated by the one travel lane is then converted to bicycle lanes, parking lanes, or sidewalks. This reallocation is achieved within the existing curb-to-curb roadway width. If there are existing parking lanes and the roadway is sufficiently wide, in many cases roadway space can be reallocated for bicycles and other modal users without impacting on-street parking. We have included a write-up of our work on the Palo Alto project in a subsequent section of this proposal.

Based on recent Federal Highway Administration and other academic research, road diets have been found to be effective along arterial roadways with average daily traffic (ADT) volumes of 20,000 or less. In these cases, reallocation of roadway space for bicycles can be achieved without reducing overall vehicle capacity, primarily because left turns are channelized into a center turn and separated from through traffic. Also, along the midblock residential sections of Mary Avenue in particular, it is important to point out that residents may also notice improved traffic safety and operations, as motorists that live or visit homes along the corridor will have an increased comfort level while waiting for gaps to turn left into residential driveways. Under the current undivided, four lane cross section condition, these motorists may block the inside travel lane while waiting for gaps to make left turns, which causes vehicle delays and could result in rear end collisions.

Based on recent existing traffic volumes collected for the Mary Avenue Extension traffic study, current ADT on Mary Avenue ranges from approximately 11,000 just south of Maude Avenue to 24,400 just north of Fremont Avenue. A road diet has already been developed south of Fremont

Avenue, using the same 65-foot curb-to-curb width that is available north of Fremont Avenue. The existing reallocated segment south of Fremont Avenue includes one travel lane per direction, a center turn lane, and two 14-foot wide curb lanes that accommodate bicycles and parked vehicles. However, since the current estimated ADT north of Fremont Avenue is 24,400 and projected to increase to 32,000 ADT by 2020 (according to Mary Avenue Extension traffic study), a range of alternatives will need to be studied in addition to the road diet. Once four-lane roadways exceed 20,000 ADT, research has shown that a road diet may cause a drop in motor vehicle capacity, which may or may not be a desirable City outcome, and may also lead to diversion of existing traffic to parallel routes. Bernardo and Hollenbeck Avenues, located a half-mile away in either direction, both run parallel with much of the Mary Avenue corridor through similar residential areas.

Reallocation of roadway space always involves tradeoffs, and TJKM has found that it is important to establish measures of effectiveness (MOEs) that take into account the diverse needs of multimodal road users and the residential / commercial uses that front the roadway. In some Bay Area jurisdictions, slightly lower levels of service for autos are being accepted in exchange for the increased provision of roadway space for bicycles and pedestrians. Below is a typical cross section of Mary Avenue through the corridor's residential areas.



Typical Mary Avenue residential arterial segment including wide curb lane for parking (at Sherwood Drive)

At the Mary Avenue segment south of Maude Avenue, the roadway cross-section is wider, with three travel lanes per direction, including curb lanes that are approximately 17 feet wide but no parking allowed, and a 10-foot landscaped median. Here a road diet alternative may be suitable under current conditions, with existing ADT estimated at approximately 11,000 vehicles (according to Mary Avenue Extension traffic study). However, future 2020 projections indicate upwards of 28,500 ADT, which again will necessitate investigation of a range of road space allocation alternatives.

Potential Space Reallocation Objectives and Issues

Based on TJKM's recent experience with a project similar to Mary Avenue, the Charleston and Arastradero road diet project in Palo Alto, there are several objectives and issues that may be considered in selecting roadway space reallocation alternatives:

- ▼ *Regional significance and suitability of Mary Avenue as a bicycle thoroughfare.* Factors related to this issue include the lack of viable parallel, north-south cross-town alternatives in the study area (Mathilda and Bernardo Avenues), potential new connection of the Mary Avenue Extension over U.S. 101 to the Moffett Field / Lockheed Martin employment areas to the north, and the recently completed new bridge connection over I-280 in Cupertino to the south.
- ▼ *Improve overall bicycle and pedestrian travel conditions, including reductions in certain types of corridor collisions.* Road diets and other road space, re-allocation measures can improve safety for bicycle operations and pedestrian crossings by eliminating safety issues that are attributable to four-lane undivided or similar arterials – excessive motor vehicle speeds, lane changing, and vehicle / pedestrian incursions at crosswalks.
- ▼ *Potential effects to current corridor travel time and on parallel roadway operations.* In TJKM's Palo Alto experience, the Charleston / Arastradero corridor winds through primarily residential areas. However, some segments experienced high ADT volumes such that overall travel time may decrease. A community goal was to ensure that at a minimum, existing average vehicle travel time on those specific segments was maintained, so to minimize potential diversion on parallel residential streets. In the Mary Avenue case, Bernardo and Hollenbeck Avenues are parallel and within a half-mile along most of the study corridor, and could thereby be an attractive route for motorists if a Mary Avenue roadway space reallocation alternative results in a significant increase in vehicle corridor travel time.
- ▼ *Potential effects to current school operations.* In Palo Alto, the Charleston/Arastradero corridor provides access to 11 schools. Along Mary Avenue, the Sunnyvale Christian School and Windsor Preschool Academy are located directly on Mary Avenue, while other schools such as the Sunnyvale Middle School and Vargas Elementary School are located within a block of the corridor. Focused analysis may be necessary at the school sites with respect to vehicle queuing during school pick up and drop off times to ensure that current school driveway operations are at least maintained, but ideally improved.
- ▼ *Potential effects to current signalized intersection operations.* Mary Avenue has several signalized intersections with key local City Streets (Fremont, Maude), State Highway (El Camino Real), and County Expressway (Foothill). Any modifications to Mary Avenue

roadway cross sections at signalized locations may potentially affect lane capacity and, in turn, signal operations. For signal operations, traffic adaptive strategies may become necessary in the long term to ensure that at a minimum, current traffic operations are maintained and do not result in excessive vehicle queuing and delay that would promote traffic diversion to parallel residential routes.

- ▼ *Ability to accommodate future transit on Mary Avenue.* Currently, VTA Bus Route 53 uses Mary Avenue between Remington and Fremont. The project alternatives developed for Mary Avenue should ensure the future viability of transit along the entirety of Mary Avenue consistent with City policy to accommodate all motorized vehicles, including buses.
- ▼ *Other issues:*
 - Alternatives to providing full-time on-street curb parking
 - Modification of roadway medians
 - Potential roadway widening
 - Impacts to emergency vehicles
 - Potential for Class III / shared use bicycle facilities

Potential Space Reallocation Measures of Effectiveness (MOEs)

In TJKM's experience, the following effectiveness measures may be appropriate for consideration of reallocating roadway space for multimodal use along arterial corridors fronted primarily by residential and commercial uses:

- ▼ Minimal / no increase in peak and off-peak motor vehicle travel time between certain high ADT roadway segments. This MOE includes both autos and transit.
- ▼ Minimal / no increase in average motor vehicle delay and critical movement motor vehicle delay at key Mary Avenue signalized intersections. This MOE also includes both autos and transit.
- ▼ Reduce off-peak hour 85th percentile vehicle speeds by a specified percentage within five years
- ▼ Reduce collision rates (collisions per million entering vehicles) by a specified percentage within five years
- ▼ Increase average pedestrian crossing volumes (all approaches) at all signalized intersections by a specified percentage within five years
- ▼ Increase average bicycle volumes (all approaches) at all signalized intersections by a specified percentage within five years
- ▼ Attainment of Cycling Compatibility rating of B within five years (BCI methodology)
- ▼ Attainment of Walking Compatibility rating of B within five years (Florida DOT methodology)

- ▼ Acceptance of modified intersection level of service (LOS) standards along the corridor. This MOE is to be considered in the context of the travel time and delay MOEs mentioned above. The concept is that if a LOS standard is set too favorably for motorized traffic, the safety and usability of non-motorized modes may be sacrificed 22 to 23 hours a day for the sake of 1 to 2 hours of acceptable motorist operations.

Scope of Work

The TJKM Team that includes the subconsultants CirclePoint and Bicycle Solutions proposes the following scope of work to satisfy City requirements for the Mary Avenue Street Space Allocation Study and Environmental Documentation Project.

Task 1 – Administration and Project Management

The TJKM / CirclePoint / Bicycle Solutions team project manager and key project staff will meet with the City of Sunnyvale Public Works Department and other appropriate staff to initiate work on the project. Prior to this meeting, TJKM will have identified materials desired for the initial work on the study including accessible data such as aerial photos, right of way, historic traffic counts, speed surveys, bicycle / pedestrian data and other studies. This task will include formatting City-supplied materials as needed to prepare working base / composite maps of the Mary Avenue corridor. Maps would include aerial(s) and any planned infrastructure improvement projects. Meet with representatives of the City of Sunnyvale to review project objectives and background information. Tour project area with local staff, and TJKM, photograph and verify site conditions, and annotate maps as needed.

TJKM will provide regular progress reports, at least once a month, to the City's project manager. These reports will include adherence to budget and schedule, including progress of subconsultants. TJKM utilizes an in-house budget tracking system called Advantage that provides weekly budget reports. The TJKM Project Manager, Rich Haygood, will prepare agendas and minutes for all required meetings, as well as present study findings at all public workshops and meetings of the City Council. He will be assisted, as appropriate, by TJKM President and the Project's Principal-in-Charge, Chris Kinzel. Both gentlemen have had extensive experience in public presentations.

Task 1 Deliverables:

- ⇒ Regular monthly progress reports of items accomplished, upcoming plans, and budget and schedule adherence.
- ⇒ Agendas for and minutes of all meetings.

Task 2 – Roadway Reconfiguration Design Options

As with the previous Mary Avenue segment that was converted to a road diet (Fremont to Homestead), signalized intersections are likely to be the limiting factor when defining the roadways capacity. To that end, accurate intersection data collection for all modes will be critical. However, midblock arterial operations between these intersections will also be critical. To fully analyze these impacts, TJKM recommends a corridor-level analysis using standard traffic analysis software such as Synchro/SimTraffic to determine the mid-block impacts of any roadway reallocation alternative proposed. Following are more specific subtasks under Task 2.

Task 2.1 – Existing Conditions

- a) *Data collection* – Compile data on existing vehicle speeds and volumes, cycling and pedestrian volumes, intersection and arterial corridor level of service, cycling level of service, and crash data for the corridor. The City of Sunnyvale currently maintains a collision database that can be used for this project. Currently available data may need to be supplemented by additional data in order to complete the required data set. TJKM will

set appropriate intersections for traffic analysis with City staff, but expects that the following key signalized intersections will be included for a typical weekday a.m. and p.m. peak hour analysis:

1. Mary Avenue / Maude Avenue
2. Mary Avenue / Corte Madera Avenue
3. Mary Avenue / Central Expressway
4. Mary Avenue / California Avenue
5. Mary Avenue / Evelyn Avenue
6. Mary Avenue / Washington Avenue
7. Mary Avenue / Iowa Avenue
8. Mary Avenue / El Camino Real (State Route 82)
9. Mary Avenue / Heatherstone Way
10. Mary Avenue / Knickerbocker Drive
11. Mary Avenue / Remington Drive
12. Mary Avenue / Ticonderoga Drive
13. Mary Avenue / Fremont Avenue

- a) *Road Safety Audit* – Conduct road safety audit of entire corridor, including conditions pertaining to safety of pedestrians, bicycles, and motor vehicles (both auto and transit). Special emphasis should be given to the needs of children, the elderly, and the mobility-impaired. Due attention should be given to school commute travel barriers such as Caltrain tracks and major intersections.
- b) *Data Analysis* – Analyze existing and forecast year motor vehicle traffic volumes, cycling and pedestrian volumes, and both motor vehicle and cycling levels of service. The anticipated Mary Avenue extension and overcrossing over U.S. 101 should be considered as part of the forecast analysis.

Task 2.2 – Alternatives Development and Evaluation

- a) Develop and evaluate alternatives that to the extent possible maintain motor vehicle level of service (for autos and transit) while improving cycling and pedestrian levels of service, as well as corridor design amenities so as to meet or exceed performance targets. Alternatives may include closure of cycle lane gaps, dedicated cycle lanes that are permanent or based on time of day, creation of bulb outs (curb extensions) to shorten crosswalk distances, creation of median refuges for pedestrian crossings, enhancement of crosswalk visibility through such measures as pedestrian-activated pavement lighting, crosswalk pavement, and painting treatments, along with signage improvements. Prior work on the completed road diet on Mary Avenue south of Fremont Avenue will inform this work.
- b) Develop and evaluate various congestion mitigation alternatives, including improved traffic signal coordination; traffic signal timing and phasing improvements via traffic adaptive or other techniques; and cycling, pedestrian, and transit improvements. The goal will be to maintain current vehicle LOS levels to the extent possible while increasing the convenience and safety of pedestrian and bicycle modes along the corridor.

- c) Develop and evaluate various alternatives to traffic calming on the corridor in order to manage vehicle speeds, improve travel safety, and enhance residential amenity. Alternatives should include changes to the street cross-section as appropriate and improvements in lane markings and delineation, as well as signage.

Task 2.3 – Preliminary Concept Plans

Prepare and evaluate up to four preliminary scaled concept plans. A creative approach to the allocation of space and treatment of transportation needs and residential amenity and urban design requirements will be necessary for success of the concept plans. Due consideration should be given to motor vehicle design speeds; number of travel lanes; treatment of pedestrian crossings; width, placement, and temporal designation of cycling lanes; and lane widths.

- a) The concept plans will be general, diagrammatic plans of measures applied along segments of the corridor. They will be selected to represent the various right of way widths and other site conditions present. The concept plans will include design approaches that can be applied either separately or in combination. These approaches may address lane width, number and configuration of lanes, median islands, intersection and traffic signal modifications, ADA access improvements, roundabouts, and pedestrian crossing improvements. Preliminary cost estimates shall be provided for each concept plan and all measures comprising each plan.
- b) Evaluate the advantages and disadvantages of the comprehensive package of measures comprising each concept plan using Performance Criteria developed in Task 3 (described next). Attention should be given to tradeoffs among such attributes as effectiveness, cost, and community acceptance. Special emphasis should be given to the issue of minimizing the shift of traffic onto nearby residential streets.
- c) Provide concept plans for CirclePoint's use in the first community outreach public meeting.

Task 2.4 – Design Alternatives

From the concept plans develop up to three design alternatives for the second community outreach public meeting for the purposes of presentation and community comment and review.

Task 2.5 – Draft Final Schematic Plan

Based on community and City staff input, prepare a draft preferred Final Schematic Plan for Sunnyvale Bicycle and Pedestrian Advisory Commission (BPAC) review.

Task 2.6 – Final Schematic Design Plan and Final Report

Based on BPAC input, draft a final schematic design plan for City Council review. Based on Council review, modify and prepare a Final Schematic Design Plan.

Task 2 Deliverables:

- Agendas and Minutes for all meetings
- Meetings with City staff as needed
- Community forums
- Existing Conditions and Plan Criteria Technical Memorandum
- Alternatives Development and Evaluation Technical Memorandum

- Preliminary Concept Plans
- Design Alternatives
- Draft Final Schematic Plans

Task 3 – Development and Application of Roadway Evaluation Criteria

This task will mostly run concurrently with Task 2, as the establishment of appropriate performance criteria will become clear as existing conditions data are reviewed and preliminary roadway space reallocation design alternatives are developed.

Under this task, TJKM will prepare a set of corridor performance criteria, or MOEs. These may include target motor vehicle level of service, pedestrian and cycling levels of service, target 85th percentile motor vehicle speeds, target alternative modes share of travel (school commuter and all trip purpose) along the corridor; target reduction in corridor crashes, target minimum allowable traffic shift to other residential streets along the corridor due to plan improvements, and effects on emergency vehicle access or response time. Performance criteria, based on input from residents; City staff, the City Bicycle and Pedestrian Advisory Commission (BPAC), and other community and corridor stakeholders should address effectiveness, cost, aesthetics, level of community support, environmental impacts, and measurable performance standards for transportation patterns after implementation of roadway space reallocation alternatives.

Because the development of roadway space reallocation alternatives are intertwined with the development of performance criteria based on the City's, TJKM will develop draft working papers for City review that detail draft and final evaluation criteria for the Mary Avenue Corridor, as well as an evaluation of recommended corridor alternatives. The focus of the criteria shall include the following:

- ▼ Elimination of travel lanes to accommodate enhanced bicycle and transit facilities
- ▼ Elimination of on-street parking to accommodate enhanced bicycle and transit facilities. This measure may be done permanently or on a temporal basis, (i.e., during peak / off-peak commuter hours), to accommodate peak vehicle traffic.
- ▼ Modification of roadway medians
- ▼ Potential Class III / shared use bicycle facilities.
- ▼ Effects to emergency vehicle access and response times
- ▼ Roadway widening
- ▼ Necessary signal timing / detector loop layout modifications

Task 3 Deliverables:

- Draft Working Paper of Evaluation Criteria
- Final Working Paper of Evaluation Criteria
- Draft Working Paper for Evaluation of Recommended Alternatives
- Final Working Paper for Evaluation of Recommended Alternatives

Task 4 – Public Outreach

CirclePoint will oversee and implement all tasks associated with providing ample, timely information about the project and conducting milestone-based, public meetings to keep the community informed, engaged, and to meet CEQA requirements.

The three-mile stretch along Mary Avenue from Fremont Avenue to Maude Avenue is a mixed-use area composed of commercial businesses, private businesses, and residences (both single-family and multi-family dwellings). With the study's main focus on provision of bicycle and transit access, it will be important to adequately coordinate public outreach to demonstrate to the public these new alternatives and technical feasibility analyses. Similarly, the outreach process will enable the City to adequately gauge public opinion on the Mary Avenue Street Space Allocation Study.

Key stakeholders for this study will include businesses and residents along Mary Avenue. Additionally, there are bicycle coalitions that have a strong presence in the area, including the City of Sunnyvale Bicycle and Pedestrian Advisory Commission and Silicon Valley Bicycle Coalition. It is anticipated that key issues raised by stakeholders will include: parking loss, access to businesses and private driveways, impacts to existing traffic conditions, impacts to intersections, and overall bicycle and pedestrian improvement measures. CirclePoint is committed to working closely with the City of Sunnyvale Department of Public Works and other appropriate staff to identify additional stakeholder groups to work with during the study.

As a subconsultant to TJKM, CirclePoint will perform the following public outreach services. The scope of services is described in detail below.

Task 4.1 – Public Meetings

CirclePoint will coordinate, advertise, and facilitate two (2) public meetings independent of CEQA required outreach:

1. First Meeting: Presentation of alternatives and evaluation criteria
2. Second Meeting: Presentation of evaluation criteria results and recommended alternatives

CirclePoint will take the lead in the logistics process, including developing a brief, focused public outreach plan, scheduling the meetings and renting the venues. CirclePoint will coordinate with City staff to notice the public about the meetings, including through the posting of signs on the Mary Avenue between Fremont Avenue and Maude Avenue, the City of Sunnyvale Web site, mailing to interested parties, and announcements on the City's cable TV access channel. CirclePoint will develop all meeting materials, including agendas, fact sheets, PowerPoint presentations, and display graphics/exhibit boards. CirclePoint will also take responsibility for ensuring all A/V equipment is handled for the meetings.

Task 4.1 Deliverables:

- Public outreach plan with confirmed dates, locations and times of outreach meetings (2)
- Meeting notices (for two meetings)
- Roadway sign templates to scale
- Mailing lists for weekly noticing
- Summary of public comments
- Summary meeting minutes (for two meetings)
- Presentation materials, including Powerpoints, display graphics/materials and handouts

Task 4.2 – Development and Maintenance of Internet Site

CirclePoint will develop and maintain a Facebook site for the project (linked to the City's Web site). Social media allows for the dissemination of information to a wider, more diverse audience while also allowing for real-time comment. The Facebook page will be used to present key

project information and updates, as well as to compile and document citizen feedback. Information on the Facebook page would include links to studies, as well as photos and simulations. The page can also be configured to allow citizens to directly provide their comments on a "wall," or through messages. In addition to maintaining the Facebook page, CirclePoint staff will also monitor "wall posts" and messages, and will respond to these comments as appropriate. The page's "status" function will be updated regularly to reflect the most current news regarding the study.

Task 4.2 Deliverables:

- ✦ Development and ongoing maintenance of Facebook site
- ✦ Documentation of Facebook site establishment (including dates of establishment)
- ✦ Weekly summary of comments and responses

Task 5 – CEQA Environmental Documentation Preparation

The environmental analysis for the Mary Avenue Street Space Allocation Study will be based on the preferred alternative that is selected. Although the project may result in removal of parking or reconfiguration of intersections, guidance at both the local and state level provide a foundation for streamlined analysis under CEQA.

The city's adoption of the Policy for the Allocation of Street Space provides clear direction that the focus of analysis will be on the facilitation of multi-modal transportation and that non-transport uses such as parking shall not be considered in this analysis.

At the same time, the CEQA guidelines have been revised and the new checklist (Appendix G) came into effect on March 18, 2010. Of greatest relevance to this project, checklist question XV. F has been deleted:

XV. TRANSPORTATION/TRAFFIC

(f) Would the project result in inadequate parking capacity?

With the adoption of the newly revised CEQA checklist and the city's Street Space Allocation policy, guidance at both the local and state level reinforce the notion that loss of parking will not be considered a significant environmental effect.

Possible Exemption from CEQA

CEQA provides for exemptions from any further analysis when it can be shown that a project conforms to specific categories of use. In particular, CEQA Section 15302(c) and 15204(h) hold promise for this project:

Section 15302 Replacement and Reconstruction

(c) replacement or reconstruction of existing...facilities involving negligible or no expansion of capacity.

Section 15304 Minor Alterations of Land

(h) The creation of bicycle lanes on existing rights-of-way.

Based on the outcome of the street space allocation analysis, if the level of service along Mary Avenue is maintained at an acceptable level, and if no additional ROW is required that would

result in new significant impacts, then the street space allocation analysis could be used in support of a CEQA exemption using either or both of the categories cited above.

CirclePoint would work closely with the TJKM team and the City during the street space allocation analysis process to confirm a determination of whether a CEQA exemption would be appropriate. We anticipate a positive outcome and can provide advice to the team and the City on ways to ensure that the project meets the parameters of Section 15302 and/or Section 15304. If potential environmental impacts are identified that would require the preparation of an initial study, CirclePoint would prepare a scope and fee at that time. An optional task is included in the budget to cover this potential activity.

Task 5 Deliverables:

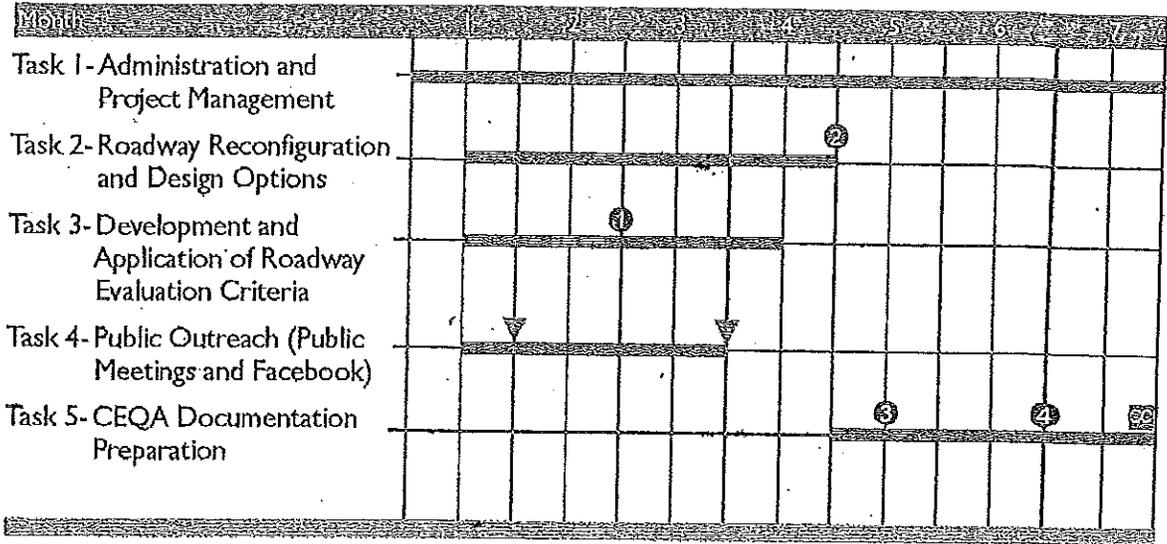
- Completed CEQA Checklist for potential CEQA exemption
- If required (optional Initial Study task items):
 - Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND)
 - Public Draft IS/MND

EXHIBIT "A-1"

TJKM
Transportation
Consultants

Schedule

TJKM will complete this project according to the timeline below.



- ▼ Public Meetings
- ⊞ City Council Meeting

- ① Conceptual Design Alternatives & Draft Evaluation Criteria
- ② Revised Alternatives Following Second Public Meeting
- ③ Draft CEQA Exemption or Initial Study
- ④ Publish/Circulate CEQA Checklist and/or Initial Study

Budget/Pricing

As the RFP directs, TJKM's cost to complete this project is submitted separately with this proposal.

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

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 are to 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.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no 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.