

# **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND KIMLEY-HORN AND ASSOCIATES, INC.**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Kimley-Horn and Associates, Inc., hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of performing a comprehensive corridor study, and recommending improvements on Alpine Road.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

## **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

## **2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

## **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED FOUR THOUSAND, EIGHT HUNDRED NINETY EIGHT DOLLARS (\$204,898). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

## **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 16, 2015, through June 30, 2017.

## **5. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services

provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

#### **10. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to

commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

## **11. Insurance**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

### **b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

### **c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to

County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

## **12. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **13. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of

any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☐ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the

Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **14. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **15. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**16. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**17. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Hanieh Houshmandi/Associate Civil Engineer Department of Public Works
Address:	752 Chestnut Street Redwood City, CA 94063
Telephone:	650-363-4103
Facsimile:	650-366-7238
Email:	hhoushmandi@smcgov.org



In the case of Contractor, to:

Name/Title: Adam Dankberg  
Address: 1300 Clay Street, Suite 325  
Oakland, CA 94612  
Telephone: 510-350-0243  
Facsimile: [insert]  
Email: [adam.dankberg@kimley-horn.com](mailto:adam.dankberg@kimley-horn.com)

**19. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**KIMLEY-HORN AND ASSOCIATES, INC.**

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

*(April 1, 2015 CCC issued contract template version)*

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

- Perform a comprehensive corridor study on Alpine Road from the County limit approximately 1500 feet south of Junipero Serra Boulevard to the County limit approximately 1000 feet south of La Mesa Drive. The goals are to improve access and connectivity and reduce mobility barriers, for all types of travel including: pedestrian, bicycle, automobile, and public transit; improve area health and safety by increasing walkability and bikeability; improve access to Alpine Road from side streets; and improve intersections along Alpine Road with additional consideration to Interstate 280 interchanges at Sand Hill Road and Page Mill Road.
- Recommend improvements on Alpine Road

### **Task 1: Feasibility Analysis and Traffic Study**

#### **Task 1.1: Data Collection and Site Visit**

Contractor will rely on the following information to be provided by the County or stakeholder Cities:

- Previous studies of Alpine Road;
- Existing traffic signal timing plans for the signalized intersections at the northern end of the corridor;
- Parcel/ROW lines along the corridor;
- As-builts of the corridor;
- Topography; and
- Aerial photography.

Contractor will perform site observations of traffic operations during the weekday AM and PM peak periods. New weekday peak period (7-9 AM, 2-4 PM, 4-6 PM) traffic, bicycle and pedestrian turning movement counts will be collected by Kimley-Horn. Kimley-Horn will also collect bi-directional tube counts with vehicle classifications over a one-week period at two locations along the corridor. Spot speed survey data will be collected at up to four (4) locations along the study corridor.

Collision history from a recent 5-year period along the study corridor will be collected from the Statewide Integrated Traffic Records System (SWITRS).

#### ***Study Facilities***

The study area will include the following study intersections:

1. Alpine Road/Junipero Serra Boulevard

2. Alpine Road/Stowe Lane
3. Alpine Road/Wildwood Lane
4. Alpine Road/Bishop Lane
5. Alpine Road/Piers Lane/Alpine Access Road
6. Alpine Road/I-280 Northbound Ramps
7. Alpine Road/I-280 Southbound Ramps
8. Alpine Road/San Francisquito Creek Road/Golf Lane
9. Alpine Road/La Cuesta Drive
10. Alpine Road/La Mesa Drive
11. Sand Hill Road (Eastbound)/I-280 Northbound Off-Ramp
12. Sand Hill Road (Westbound)/I-280 Northbound On-Ramp
13. Page Mill Road/Arastradero Road/I-280 Southbound Ramps<sup>1</sup>
14. Page Mill Road/I-280 Northbound Ramps<sup>1</sup>
15. Santa Cruz Avenue/Sand Hill Road

*Deliverables:*

- *Traffic Counts, one hard copy and one soft copy in pdf format*

Task 1.2: Forecast Volume Development

Background Conditions peak-hour traffic volumes will be based on existing traffic volumes, plus traffic generated by planned/approved development projects within the area that are expected to be completed and occupied by the project completion year (2020). An additional background growth percentage will be incorporated to reflect additional regional through traffic, as directed by County staff. Future Conditions (2040) peak-hour traffic volumes will be developed based on traffic forecasts from the C/CAG-VTA Regional Travel Demand Forecasting Model. It is assumed that the 2040 model output will be obtained from C/CAG at no cost to Contractor.

*Deliverables:*

- *Combined with deliverables in task 1.3*

Task 1.3: Without Project Conditions Analysis

Contractor will establish a Synchro model of the study area for existing AM, PM, and Mid-day conditions. The Synchro model will include traffic volumes, intersection geometrics, and signal timing. Using the Synchro model, Contractor will develop a VISSIM model for existing and background conditions scenarios for the AM, PM, and Mid-day conditions. Using the VISSIM model, Contractor will prepare “Without Project Conditions” analysis of Existing and Background Conditions scenarios. The VISSIM model will include transit routes, vehicle turning movements, pedestrian activity, and bicycle activity. The model will include the intersections along Alpine Road, but not extend along the cross-streets. The VISSIM model will be calibrated based on corridor

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<sup>1</sup> As part of the Page Mill Expressway Corridor Study, Kimley-Horn collected 2014 traffic count data for AM and PM peak hour conditions at these intersections. The 2014 traffic count data will be utilized for this study.

observations of congestion, travel speeds and queuing. The VISSIM model will not include any 3D models of land uses or other features adjacent to the roadway.

The VISSIM model will be utilized to quantify peak hour delay, levels of service and queuing at each study intersection. It will also be utilized to calculate corridor-wide travel times, delays and average speeds for peak hour conditions. Contractor will present the VISSIM model and quantitative findings to the County for one round of review and comment.

Contractor will summarize the results of the SWITRS data collection (crash history) in a summary graphic and table.

*Deliverables: to be reviewed and approved by county prior to acceptance*

- *Existing Conditions, and without project conditions Synchro Models (electronic format)*
- *In-person presentation of VISSIM models and tables of results for Existing and Background conditions, submit powerpoint file electronically*
- *Crash history analysis*

#### Task 1.4: Development of Improvement Alternatives

Contractor will develop up to five (5) conceptual corridor design alternatives. The conceptual alternatives will be categorized into the following four categories as dictated in the RFP:

- Type 1: Minor modifications to the existing conditions within existing Right of Way
- Type 2: Major Modification to existing conditions within existing Right of Way
- Type 3: Major Modification to existing conditions which can be reasonably funded
- Type 4: Major Modification to existing conditions not limited by Right of Way or Cost

Potential improvements may include a range of elements from minor striping in Type 1 to more significant geometric improvements in Types 2 through 4 that require major roadway modifications, right-of-way acquisition or changes in intersection control methods. A fifth alternative will be developed, if needed, and may represent a combination of elements included in the four above-listed alternative categories or may fit within one of the categories.

Improvements will be proposed for the portion of the study area that lies within County or Caltrans jurisdiction only.

A preliminary conceptual layout, not to scale, will be developed for each of the improvement alternatives. These illustrative graphics on an aerial will be prepared to define the concepts and convey the traffic operations elements in an easy to understand manner. Bicycle and pedestrian facilities and improvements will be highlighted on a

separate figure for each concept. The concepts will be discussed with County staff to obtain preliminary feedback on the concepts to be evaluated.

*Deliverables: to be reviewed and approved by county prior to acceptance*

- *Preliminary Conceptual Layouts (3 hard copies and 1 soft copy of each alternative in Auto Cad)*

#### Task 1.5: Traffic Analysis of Improvement Alternatives

Contractor will perform traffic operations analysis for each of the concept alternatives under consideration. To complete this task, VISSIM models will be prepared for each improvement alternative to analyze peak hour operations under Baseline Conditions, Project Conditions and Future Conditions analysis scenarios. The traffic analysis will quantify peak hour delay, levels of service and queuing at each study intersection. Corridor-wide travel times, delays and average speeds will be projected for peak hour conditions using VISSIM. Tables will be prepared comparing the effectiveness of the improvement alternatives.

The results of the traffic operations analysis will be assessed in conjunction with a qualitative review of bicycle and pedestrian access/circulation and transit operations through the study area with each alternative. The information will be summarized in a draft traffic analysis report and submitted for review.

Following input from County staff, the draft traffic analysis will be revised and resubmitted to the County along with the Synchro models.

*Deliverables:*

- *Draft Traffic Analysis Report*
- *Revised Traffic Analysis Report*

#### Task 1.6: Conceptual Layout of Improvement Alternatives

Occurring in conjunction with Task 1.5 and building off of the conceptual, illustrative graphics from Task 1.4, plan view, to-scale conceptual layouts (at 1" = 60' or similar) will be prepared for each of the improvement scenarios. The plan view drawings, prepared in AutoCAD on an aerial, will present the conceptual configuration of each of the improvement scenarios, including identifying potential right-of-way needs, areas of re-grading or new pavement, and concepts of alternative striping configurations. The concepts will be configured in accordance with Caltrans roadway design standards, to the level appropriate for this conceptual level of design. The layouts will be based on aerials and other information obtained from the County as part of Task 1.1 with necessary field verification at critical points.

*Deliverables: to be reviewed and approved by county prior to acceptance*

- *Conceptual layouts: 3 hard copies and one soft copy in Auto Cad of each layout.*

### Task 1.7: Cost Estimates and Implementation Assessment

Planning-level cost estimates will be developed for each individual improvement alternative. These high-level estimates will be based off of unit costs utilized by Contractor on other similar studies, or provided by the County.

Contractor will provide a planning-level discussion of the implementation feasibility of each improvement alternative, including an evaluation of physical constraints, required right-of-way acquisition, and potential implementation challenges. This discussion will include an overview of the timeline required for implementation of each improvement alternative, recommended prioritization/phasing of project elements, and an outline of the level of CEQA review that will be required for each concept.

This scope assumes that one set of revisions may be performed to refine the planning-level cost estimates and implementation feasibility discussion based on input from the County and community.

*Deliverables: to be reviewed and approved by county prior to acceptance*

- *Draft Planning-level Cost Estimates and Implementation Feasibility Assessment*
- *Revised Planning-level Cost Estimates and Implementation Feasibility Assessment*

### Task 1.8: Refinement of Improvement Alternatives

After the second community meeting, the improvement concepts will be refined to incorporate feedback received. Up to three concepts are anticipated to be refined for further evaluation. Improvement concepts may be consolidated and improvements modified, although no new concepts are assumed to be required.

Following the third community meeting, up to two improvement concepts may undergo further refinement. Improvement concepts may be consolidated and improvements modified, although no new concepts are assumed to be required.

After the final round of refinement, Contractor will prepare a Synchro model for submittal to the County that includes the preferred set of improvements.

The traffic analysis and cost estimates will be updated in conjunction with the revisions to the conceptual layouts. Final traffic analysis and feasibility assessment reports will be prepared and submitted to the County. The results of the public outreach process, including meeting summaries, will be incorporated into the final report.

*Deliverables: to be reviewed and approved by county prior to acceptance*

- *Final Improvement Alternatives and Traffic Analysis Results (report format 1 hard copy and 1 soft copy in pdf.*
- *Synchro model incorporating preferred set of improvements (electronic format)*
- *Final Planning-level Cost Estimates and Implementation Feasibility Assessment (report format 1 hard copy and 1 soft copy in pdf.*

## **Task 2: Meeting Attendance/Conference Calls**

### **Task 2.1: Project Team Meetings/Project Management**

This scope assumes that Contractor will participate in the following meetings with County staff:

- Kick-off meeting
- Project coordination call with County staff (approximately every two weeks, as needed, through project duration)
- In-person coordination meetings with County staff (approximately every two months, assumes up to four meetings in addition to the kick-off meeting)

Contractor will prepare and distribute meeting agendas and record and distribute meeting minutes for each in-person meeting.

Contractor will provide a monthly progress report along with the monthly invoice documenting the work undertaken the previous month.

#### ***Deliverable:***

- *Meeting agenda and minutes*
- *Monthly progress reports*

### **Task 2.2: Stakeholder Meetings**

This scope assumes that Contractor will participate in the following agency/stakeholder meetings:

- Meeting with County, Caltrans, Menlo Park and Town of Portola Valley staff (one total)
- Meetings with Caltrans to focus on potential interchange improvements (two total)

Contractor will prepare and distribute meeting agendas and record and distribute meeting minutes for each meeting.

#### ***Deliverable:***

- *Meeting agenda and minutes*



### Task 2.3: Community Meetings

This scope includes three community meetings. One community meeting will be held near the start of the project, prior to the identification of solutions. The second meeting will be held after the development of the initial conceptual improvement alternatives. As part of the presentation at this meeting, Contractor will provide and present the improvement alternative designs to the public and solicit community feedback and reaction. A third community meeting will be held after one round of refinement and screening of the initial alternatives to provide further information on a subset of the alternatives.

This scope includes the preparation of up to 12 VISSIM videos for use in stakeholder and public meetings. Up to one round of review and revision is anticipated for each video. The videos will show the modeled network on top of an aerial and will be provided in an .mp4 or .avi format. Two videos are anticipated to be provided for each of one baseline scenario and five improvement scenarios.

*Deliverables: to be reviewed and approved by county prior to acceptance*

- *Presentation materials and visual displays, powerpoint files to County minimum one week prior to each meeting for review*
- *Summary of the public meetings including public comments received and modifications incorporated into the conceptual designs based on public comments*

### Task 2.4: Board of Supervisors Presentation

This scope includes one presentation to the County Board of Supervisors at the conclusion of this project. Contractor will prepare the draft PowerPoint presentation for one round of County review and comment. Contractor will assist the County in the presentation to the Board.

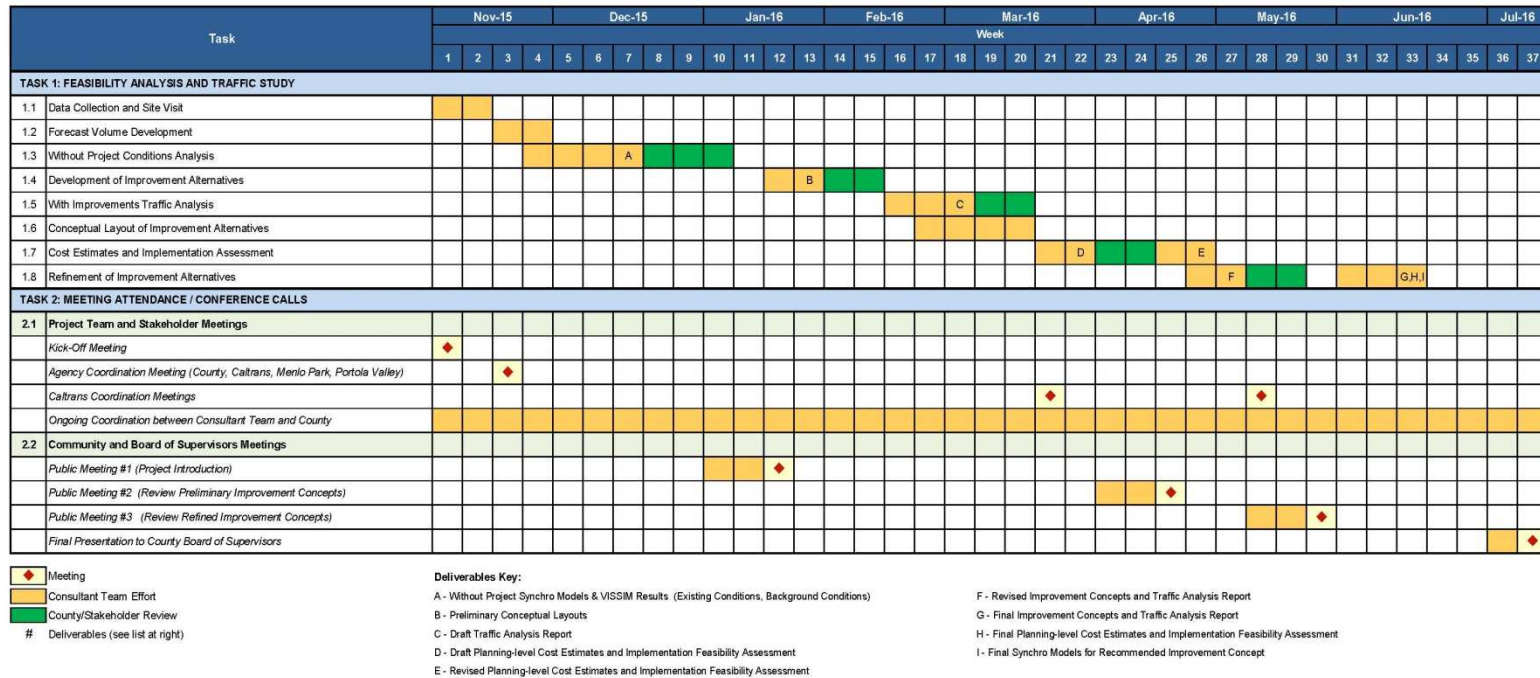
*Deliverable: to be reviewed and approved by county prior to acceptance*

*Presentation materials powerpoint files to County minimum 2 months prior to each meeting for review and submittal for agenda.*

Miscellaneous:

All material deliverables will be provided to the County in electronic format in Portable Document Format (.pdf) and Syncro Suite unless specified otherwise.

# Alpine Road Corridor Study Project Schedule



Please add lines 2.3 and 2.4 to the schedule

### **Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

<b>Title</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Total</b>
Project Manager	\$180	163	\$29,340
QA/QC	\$200	15	\$3,000
Circulation Lead	\$150	207	\$31,050
Circulation Planner/Engineer	\$120	457	\$54,840
Roadway Design Technical Expert	\$200	12	\$2,400
Caltrans Coordination and Design	\$180	31	\$5,580
Roadway Design Lead	\$150	92	\$13,800
Roadway Design Engineer	\$135	119	\$16,065
Signal and Coordination	\$225	16	\$3,600
Admin Support	\$100	29	\$2,900
CEQA Advisor	\$250	8	\$2,000
Outreach	\$250	44	\$11,000
Total Hours			1,193
Labor Fee Total	\$175,575		\$175,575
Salary Escalation for 2016	\$496		\$496
<b>Direct Expenses</b>			<b>\$10,200</b>
Subtotal			\$186,271
Contingency			\$18,627
TOTAL			\$204,898

Please provide footnote to break down into categories, i.e. travel, print, postage sub-contractor, etc.

## Exhibit B – 1: Alpine Road Corridor Study Budget

Please add footnote to explain direct expenses

Alpine Road Corridor Study Budget														Apex Strategies					
	Kimley-Horn													Total					
	Project Manager	QA/QC	Circulation Lead	Circulation Planner/ Engineer	Roadway Design Technical Expert	Caltrans Coordination and Design	Roadway Design Lead	Roadway Design Engineer	Signal Timing and Coordination	Admin Support	CEQA Advisor	Outreach							
	Adam Dankberg	Mike Mowery	Luke Schwartz	Various	John Pulliam	Prasanna Muthireddy	Daniel Carley	Various	Brian Sowers	Various	Laura Worthington-Forbes	Eileen Goodwin	Total Hours	Labor Fee Total	Salary Escalation for 2016 <sup>1</sup>	Direct Expenses	Total		
Hourly Rate (\$/hr)	180	200	150	120	200	180	150	135	225	100	250	250							
Task 1: Feasibility Analysis and Traffic Study	71	15	130	397	12	15	50	119	16	4	4	0	833	\$116,585	\$361	\$7,750	\$124,696		
Task 1.1: Data Collection and Site Visit	8		12	6			6	4		4			40	\$5,800		\$7,750	\$13,550		
Task 1.2: Forecast Volume Development	2		4	16									22	\$2,880			\$2,880		
Task 1.3: Without Project Conditions Analysis	10	1	14	100									125	\$16,100			\$16,100		
Task 1.4: Development of Improvement Alternatives	14	5	20	25	3	3	4		5				79	\$12,385			\$12,385		
Task 1.5: Analysis of Improvement Alternatives	14	4	45	185									248	\$32,270			\$32,270		
Task 1.6: Conceptual Layout of Improvement Alternatives	8	3	6		3	5	15	55	5				100	\$15,240			\$15,240		
Task 1.7: Cost Estimates and Implementation Assessment	5		5		4	2	10	30	4		4		64	\$10,260			\$10,260		
Task 1.8: Refinement of Improvement Alternatives	10	2	24	65	2	5	15	30	2				155	\$21,650	\$361		\$22,011		
Task 2: Meeting Attendance/Conference Calls	92	0	77	60	0	16	42	0	0	25	4	44	360	\$58,990	\$135	\$2,450	\$61,575		
Task 2.1: Project Team Meetings/Project Management	30		20				15			5	4	4	78	\$13,150		\$250	\$13,400		
Task 2.2: Stakeholder Meetings	16		15			16	6			5		4	62	\$10,410		\$250	\$10,660		
Task 2.3: Community Meetings	36		36	60			21			15		36	204	\$32,730		\$1,800	\$34,530		
Task 2.4: Board of Supervisors Presentation	10		6										16	\$2,700	\$135	\$150	\$2,985		
Total	163	15	207	457	12	31	92	119	16	29	8	44	1,193	\$175,575	\$496	\$10,200	\$186,271		

<sup>1</sup> A 5% escalation of hourly rates will be provided as of July 1, 2016