

**COST REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF SUNNYVALE
AND REMINGTON LLC
FOR THE CONSTRUCTION OF IMPROVEMENTS**

**1010 SUNNYVALE-SARATOGA ROAD
DP-17-15**

THIS COST REIMBURSEMENT AGREEMENT ("Reimbursement Agreement" or "Agreement") is entered into as of _____, 2018, by and between REMINGTON LLC, ("DEVELOPER") and the City of Sunnyvale, a California Charter city ("CITY"). CITY and DEVELOPER are referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

- A. DEVELOPER is developing an 18,600 Sq. Ft commercial building for child care use in the City of Sunnyvale, County of Santa Clara (hereinafter referred to as "the Project") pursuant to Planning Application 2017-7633.
- B. The Conditions of Approval ("COAs") and Standard Development Requirements for the Project was approved by the Planning Commission on November 27, 2017, and EP-27 of the COAs required DEVELOPER to design and construct the right-hand turn lane at the northeast corner of East Remington Drive and Sunnyvale-Saratoga Road (the "Improvements", as more fully described in Exhibit "A").
- C. The COAs stipulated that the DEVELOPER would be reimbursed for the cost of the right-hand turn construction and related improvements by crediting the DEVELOPER's Traffic Impact Fee ("TIF") contribution; however, if the cost of the Improvements exceeded the TIF contribution, then a reimbursement agreement could be developed for Council consideration.
- D. DEVELOPER is responsible for a total of \$182,169.00 for its TIF contribution.
- E. The developer's estimated total construction cost breakdown for the right-hand turn is \$600,000.00.
- F. The City of Sunnyvale shall reimburse a not to exceed amount of \$417,831.00 for the construction of the right-hand turn, which is the difference between the TIF fee and the estimated construction cost breakdown and any costs exceeding the estimated construction cost shall be the responsibility of the developer.
- G. The Parties now desire to enter into this Agreement for additional TIF funds to reimburse DEVELOPER since the construction cost breakdown of the Improvements has exceeded the DEVELOPER's TIF contribution.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree

as follows:

AGREEMENT

1. INCORPORATION OF RECITALS
The PARTIES agree that the foregoing Recitals are true and correct and incorporated into this Agreement.
2. IMPROVEMENTS
CITY required as a Condition of Approval, and DEVELOPER agreed, to the design, permitting, construction, and completion of the Improvements.
3. COST
DEVELOPER and CITY have agreed the construction cost breakdown of the Improvements to be \$600,000.00, which includes the following: (1) direct construction costs thereof including prevailing wages, (2) related general contractor's general conditions, overhead and general contractor's other indirect costs thereof (with respect to which DEVELOPER shall provide City with adequate supporting documentation for City's confirmation), (3) the general contractor's fee and (4) a contingency in the amount of \$41,972.28, TEAMWRKX construction cost breakdown is included as Exhibit "B", attached.
4. DEVELOPER RESPONSIBILITIES
 - 4.1 Design and Construction. DEVELOPER prepared the design plans and specifications of the Improvements and CITY approved the plans and specifications with necessary modifications, thereafter referred to as the "Approved Plans."
 - 4.2 Permits. DEVELOPER obtained all necessary permits required for the Improvements.
 - 4.3 Compliance with Law and Indemnification for Prevailing Wages. DEVELOPER used its own contract forms to award the contract for the construction of the Improvements, and complied with all laws, ordinances and regulations applicable to the work (including, but not limited to, all applicable prevailing wage requirements of the California Labor Code). The DEVELOPER shall indemnify, defend and hold harmless the CITY, its employees, officers and agents, from any and all liability, damages, claims or causes of action brought for the payment of prevailing wages on all work associated with the Improvements.
 - 4.4 Use of Contingency. Developer shall not utilize the contingency included within Exhibit "B" without CITY's prior written consent. Utilizing the contingency funds without CITY's written consent waives Developer's right for reimbursement of said contingency funds.
 - 4.5 Warranty. DEVELOPER hereby warrants to CITY for a period of one (1) year

following the date of Final Acceptance of the Work, the quality and adequacy of all of the Work performed as herein described including, without limitation, all work performed and materials supplied by DEVELOPER and/or its Contractor.

Neither final payment nor use of the Work performed by the DEVELOPER or its Contractor shall constitute an acceptance of any work not done in accordance with this warranty or relieve DEVELOPER of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. DEVELOPER shall remedy any defects in the Work and pay for any damage resulting therefrom which shall appear within one (1) year of Final Acceptance of the Work.

5. CITY RESPONSIBILITIES

5.1 Review and Approval of Improvement Plans. CITY worked with DEVELOPER to promptly review and approve the design plans and specifications, including all necessary modifications, for the Improvements prepared by the DEVELOPER.

5.2 Acceptance of Improvements. CITY agrees that it shall, after CITY's inspector confirms that the Improvements have been completed in accordance with the Approved Plans, promptly accept such completed Improvements.

5.3 Payment. Upon City acceptance of the Improvements, CITY shall pay DEVELOPER for the total costs of the Improvements in an amount not to exceed \$417,831.00 upon DEVELOPER submission of complete invoices showing actual costs for the Improvements. The amount of \$417,831.00 is the difference between the TIF fee and the construction cost breakdown.

6. DISPUTES AND REMEDIES

In the event any dispute arises regarding the construction or completion of the Improvements that cannot be resolved informally between the Parties, the Parties agree to engage in mediation before the filing of any formal lawsuit.

7. MISCELLANEOUS PROVISIONS

7.1 Notice. Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and sent or delivered by one of the following methods: (a) personal delivery, (b) reputable overnight courier, such as Federal Express, or (c) certified or registered mail, postage prepaid, addressed as follows:

To DEVELOPER: REMINGTON LLC
 555 Twin Dolphin Drive, Suite 600
 Redwood City, CA 94065
 Attention: Derrick Larson
 Property Manager
 derrick@dollingerproperties.com

To CITY: Department of Public Works
 456 W. Olive Avenue
 Sunnyvale, CA 94086
 Attention: Charles Taylor
 Director of Public Works
 ctaylor@sunnyvale.ca.gov

Notice shall be deemed effective (i) on the date of delivery, if personally delivered or sent by reputable overnight courier, or (ii) three (3) days after deposit in the United States mail, if sent by certified or registered mail.

- 7.2 Amendments. Amendments to this Reimbursement Agreement may only be made by mutual written agreement of the Parties.
- 7.3 Warranty of Authority to Execute Agreement. Each Party to this Reimbursement Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.
- 7.4 Severability. If any term, covenant, condition or provision of this Reimbursement Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 7.5 Successors and Assigns. This Reimbursement Agreement and the rights and obligations of the Parties contained herein shall inure to the benefit and be binding upon the successors and assigns of each of the Parties.
- 7.6 Interpretation. The language of this Reimbursement Agreement shall, in all cases, be construed as a whole, according to its fair meaning and not strictly for or against either Party.
- 7.7 Governing Law. This Reimbursement Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in

Santa Clara County, California, or where appropriate, in the United States District court, Northern District of California, San Jose, California.

- 7.8 Execution in Counterparts. This Reimbursement Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement
- 7.9 Entire Agreement. This Reimbursement Agreement and all Exhibits attached hereto constitute the entire Agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations and understandings of the Parties relative thereto.

WITNESS THE EXECUTION HEREOF as of the Effective Date set forth above.

<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>JOHN NAGEL City Attorney</p> <p>Date: _____</p>	<p>“CITY”</p> <p>CITY OF SUNNYVALE, a municipal corporation</p> <p>By _____</p> <p>KENT STEFFENS City Manager</p> <p>Date: _____</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Counsel for DEVELOPER</p> <p>Date: _____</p>	<p>"DEVELOPER"</p> <p>REMINGTON LLC</p> <p>By _____</p> <p>David B. Dollinger President</p> <p>Date: _____</p>

EXHIBIT "A"

CONDUIT AND CONDUCTOR SCHEDULE

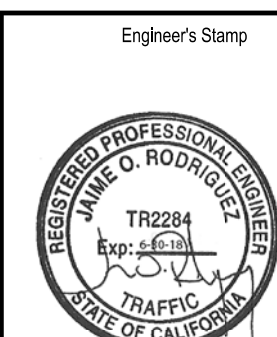
CONDUIT RUN NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
CONDUIT SIZE (INCHES)	2-4"	2-4"	2"	3"	2"	3"	2"	3"	3"	2"	3"	2"	2"	2"	3"	3"	2"	2"	3"	3"	3"	2"	2"	3"	2"	3"	2"			
CONDUIT STATUS	EX	EX	EX	EX	EX	EX	EX	EX	NEW	EX	NEW	NEW	NEW	NEW	EX	EX	EX	EX	EX	EX	EX	EX	EX	EX	EX	EX	EX			
CONDUIT FILL ESTIMATE (%)	15%	15%	12%	29%	9%	25%	13%	23%	22%	18%	9%	15%	5%	4%	19%	6%	11%	9%	16%	15%	14%	13%	13%	18%	4%	7%	EX			
NO. 14 CONDUCTORS																														
Ø1	3	3		3		3	3	3	3N	3N																				
Ø2	6	6		3		3	3								3				3	3										
Ø3	3	3	3												3	3	3											3	3	
Ø4	3	3																	3		3	3	3							
Ø5	3	3													3				3	3	3	3	3	3						
Ø6	6	6		3		3	3	3	3N	3N					3				3		3	3	3	3						
Ø7	6	6		3		3	3	3	3N		3N	3N			3				3		3	3	3					3	3	
Ø8	6	6	3	3		3	3	3	3N		3N	3N			3				3		3	3	3							
Ø2P	4	4		4	2										2				2											
Ø4P	2	2		2											2				2		2	2	2	2						
Ø6P	4	4		4		2	2	2	2N	2N					2				2		2	2	2	2						
Ø8P	2	2		2	2	2	2	2	2N	2N																				
PPB (Ø2)	2	2		2	1														1	1	1									
PPB (Ø4)	1	1																												
APS (Ø6)	2N	2N		2N		1N		1N	1N		1N	1N			1N				1N		1N	1N	1N			1N				
APS (Ø8)	2N	2N		2N		2N	1N	1N	1N	1N																				
PPB Common (New Common for APS Ø6 and APS Ø8)	6	6		6	1	3	1N	2N	2N	1N	1N	1N			3	1	1	1	3		2	2	2	2	1	1N				
SPARES	6	6		6	3	3	3	3N			3N				3				3		3	3	3				3	3		
Internally Illuminated Street Name Signs		2	2	2		2	2	2	2N						2				2		2	2	2	2			2	2		
NO. 8 CONDUCTORS																														
STREET LIGHT CIRCUIT		2	2	2		2	2	2	2N	2N	2N	2N			2				2		2	2	2	2	2	2	2	2	2	2
SIGNAL COMMON	2	2	1	2	1	1	1	1	1N	1N	1N	1N			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
NO. 6 CONDUCTORS																														
System Ground	2	1		1	1	1	1	1	1N	1N	1N	1N	1N	1N	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
DETECTOR LEAD-IN CABLES (DLCs)																														
Ø1	2	2		2											2				2		2									
Ø2	4	4		4		4																								
Ø3	2N	2N		2N		2N		2N	2N		2N	2N																		
Ø4	3	3		3											3	3														
Ø5	2	2		2	2	2	2	2																						
Ø6	4	4		4											4				4		4	2								
Ø7	1	1		1											1	1														
Ø8	3N	3N		3N		3N		3N	3N	3N		3N	3N																	
Ø2 ADVANCE LOOPS (Not Field Verified)	3	3		3		3		3																						
Ø4 ADVANCE LOOPS	2	2													2															
Ø6 ADVANCE LOOPS (Not Field Verified)	3	3													3															
Ø8 ADVANCE LOOPS	2N	2N		2N		2N		2N	2N		2N	2N			2N															
PREEMPTION																														
CCTV TRAFFIC CAMERA	1	1	1																											

POLE AND EQUIPMENT SCHEDULE

POLE NO	POLE STANDARD			VEHICLE SIGNAL MOUNTING		PED SIGNAL MOUNTING	PPB APS Ø	LUMINAIRE (Wattage if known)	REMARKS
	TYPE	SIG. MA (Feet)	LUM. MA (Feet)	MAST ARM	POLE				
(A)	26-4-70	40	15	MAS MAS MAS	SV-1-T			LED	
(B)	1B (10')					TP-2-T	B (Ø2) →		
(C)	15TS		15		SV-2-T		APS (Ø8) →	LED (72W)	Remove Ex. Type B PPB. Repair Pole as Needed. Install New Ø8 APS on South Pole Quadrant. New LED (72W) Streetlight Fixture. Ex. CCTV.
(D)	61-5-100	65	15	MAS MAS MAS	SV-1-T		APS (Ø8) ←	LED (72W)	Remove Ex. Type B PPB. Repair Pole as Needed. Install New Ø8 APS on North Pole Quadrant. New LED (72W) Streetlight Fixture
(E)	15TS		15		SV-2-T		APS (Ø6) →	LED (72W)	New Type 15TS Pole with LED (72W) Streetlight Fixture. Install New Ø6 APS on West Pole Quadrant. Install New SV-2-T on North Pole Quadrant.
(F)	26-4-70	45	15	MAS MAS	SV-1-T			LED (72W)	New LED (72W) Streetlight Fixture.
(G)	PPB Post						APS (Ø6) ←		Remove Ex. Type B PPB. Repair Pole as Needed. Install New Ø6 APS on West Pole Quadrant.
(H)	15TS		15		SV-2-T	SP-2-T	B (Ø4) →	LED	
(I)	61-6-100	60	15	MAS MAS MAS	SV-1-T			LED	
(J)	1B (10')					TP-2-T	B (Ø4) ←	LED	
(K)	1B				TV-2-T		B (Ø2) →		

**CONSTRUCTION
BID SET
100% Design**

Traffic Patterns
P.O. Box 25
Danville, CA 94526
O: (408) 916-8141
www.trafficpatterns.net
info@trafficpatterns.net



Record Drawings

Project Engineer: _____ Date: _____
 Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____

Submittal Log

NO.	DESCRIPTION	DATE
1	100% Design - Construction Bid Set	3-15-18
2	City Comments dated 4-12-18	4-17-18
3	City Comments dated 4-27-18	5-16-18

Revisions

DRAWN BY: J. Rodriguez Date: 3-15-18
 CHECKED BY: Columbia Electric Date: 3-15-18
 DESIGNED BY: City of Sunnyvale Date: 3-15-18

Revisions

NO.	DESCRIPTION	DATE

City of Sunnyvale
 Traffic Signal Modification
 Sunnyvale Saratoga Road & E Remington Drive
 Traffic Signal Schedules

RECOMMENDED FOR BIDDING BY: _____
 DATE: _____
 APPROVED FOR BIDDING BY: _____
 DATE: _____

PROJECT NO. _____
 DRAWING NO. _____
 E.P. NO. _____
 SCALE: None
 TS-2

EXHIBIT "B"



Project Name:
Plans Dated:9.12.17

Child Care Center Rom Pricing
1010 Saratoga/Sunnyvale road, Sunnyvale CA

TWX Est. Number: AY 11.9.17

Based on sheet C5 engineered by Underwood and Rosenbloom

TURN LANE POCKET IMPROVEMENTS ONLY Rev 4
ONE Traffic Lights Included

Estimate No:
Estimate Date:
Square Feet:
Estimator:

CODE/DESCRIPTION	CLARIFICATIONS	VALUES
02-0100- Survey and Staking	Civil Engineer Civil and Stake per plans for Turn lane	\$4,500
02-4100- Demolition	Demolition and offhaul of approx 3,200 square feet (revised 10.27.17)	\$23,675
31-1051-Erosion Control	SWPP maintain and control straw waddles and storm drains Mandated by Public works By owner to be included in project	\$0
31-3000 Fire Water	Relocate City Fire hydrant out of turn lane based on City of Sunnyvale FD specifications	\$7,925
31-1713-Striping	Thermalplastic striping at cross walk,lanes,arrows and colored domes	\$5,700
31-2000-Earthwork,Grading, Paving and Slurry seal	Rough grade,off haul,Import12 inch section of baserock. New 6 inch asphalt section. Type 2 Slurry seal of approx 22,000 Sq. ft.	\$130,075
33-0500 PG&E Utilities	Relocation of PG&E F-5 utilitie boxes and feeder runs (engineered by PG&E) Raise to grade and relocate per plan Based on email from PG&E but not verified	\$109,720
33-0501 Traffic Light and controls	Reuse existing Small Traffic light and move to new location. Relocate existing Control box and communication vaults, new concrete pole bases	\$150,879
33-502 Traffic control	Traffic control plans,lane closures,barricades for seal coat and striping. This will need to have multiple moves and plans to match the action items.sequenceing will be determined by City of Sunnyvale officials for partial lane closure, full lane closure,Street closure and re-rout	\$23,660
01-1000 - General Conditions	6 weeks of cordination,Supervision,management for Street work. Includes interaction with the City of Sunnyvale, PG&E, Public works through the process.	\$53,400.00
SUBTOTAL		\$509,534.00
Contractor's Fee	8.00%	\$40,762.72
Permits	By owner	\$0.00
Blue Prints	Reproduction of construction documents	\$0.00
Liability Insurance	Liability insurance based on Dollar value of Street work listed above	\$7,731.00
Construction Contingency	7.52%	\$41,972.28
TOTAL		\$600,000.00

Based on communication With Marjore from City of Sunnyvale and Derrick from Dolinger properties. 11.09.17