

**CONSULTANT SERVICES AGREEMENT BETWEEN
CITY OF SUNNYVALE AND TJKM TRANSPORTATION CONSULTANTS FOR
DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
EAST SUNNYVALE AREA SENSE OF PLACE PROJECT**

THIS AGREEMENT, dated _____, 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, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as East Sunnyvale Area Sense of Place; 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 Ruta Jariwala, PE, TE 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 Six Hundred Eighty Six Thousand Three Hundred Ten and No/100 Dollars (\$686,310) 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.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and

consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the

credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

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 sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Jennifer Ng, Assistant Director of Public Works/City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: TJKM TRANSPORTATION CONSULTANTS
Attn: Ruta Jariwala, PE, TE
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

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

22. Governing Law, Jurisdiction and Venue

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

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

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

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

TJKM TRANSPORTATION CONSULTANTS
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A

Detailed Scope of Work

Project Approach

TJKM will serve as the prime consultant for this project, and we have teamed with Siegfried Engineering for assistance with the topographic surveying and civil improvement designs. Ground Zone will be responsible for the environmental clearance documentation and BESS Testlab will be responsible for conducting potholing of the proposed signal pole foundations as an optional service.

The TJKM Team will obtain record copies from utility companies and service districts to locate existing electrical, gas, telephone, fiber optic, and cable television services. Research will be verified by field investigations. We will coordinate with the utility companies to resolve utility issues and eliminate conflicts.

The TJKM Team will schedule a kick-off meeting with the City staff within one week of the Notice to Proceed (NTP). At the kick-off meeting, TJKM will discuss project coordination, pedestrian and traffic safety, project impacts, goals, schedule, and format of drawings and specifications.

Environmental Clearance

The proposed project is subject to CEQA review. The City of Sunnyvale is the project proponent and will be the CEQA lead agency. The TJKM Team will take the lead on the NEPA clearance through the Federal Aid process. The City will prepare CEQA clearance documentation for Categorical Exemption based upon NEPA documentation. Our understanding is that the traffic signal upgrades and pedestrian and bicycle safety improvements to the traffic signal and intersection improvements will likely qualify as categorically exempt.

The environmental clearance items of work are broken down into the two steps below.

- Determination of Appropriate NEPA Documents
- Preparation of NEPA Categorical Exclusion

Optional studies are not included in this scope should they be required for CEQA environmental clearance. The optional studies accounts for the possibility that an Initial Study (IS)/Mitigated Negative Declaration (MND) may be needed to satisfy CEQA requirements for the project. This proposal assumes that the project will not result in major adverse environmental effects that might require an MND or an Environmental Impact Report (EIR). The Administrative Draft IS/MND would be an optional task with a scope and budget to be determined if a need arises. In the event that the project is highly controversial and an EIR is required, additional scope and budget will be needed.

As part of the TJKM Team, Ground Zone will be responsible for preparing the environmental documents in accordance the Caltrans Local Area Procedures Manual. The environmental clearance is required in order to complete the E-76 documentation for project authorization. The environmental scope of work will include the following:

- Project Start up and Review Existing Documents;
- Visiting the Site to review the project layout and capture the scenic vista;
- Preparing the PES. The PES is a checklist that requires response to the project impact to environmental resources including air, water, biological, scenic vista, hazardous materials, etc.;
- Preparing technical memos for traffic control measures, storm water pollution control and equipment stages during construction activities; and
- Conducting the field review with Caltrans Local Area District Manager.

Based on our initial field review of the project site and knowledge of the area, we will carry out all of the tasks as described in detail below for this project.

Task A – Project Management Task A.1 – Project Initiation

Task A.1 – Project Initiation

Objective: The objective of this task is to meet and discuss the overall objectives of the project, to discuss the extent of existing information for the project, establish lines of communication and to review and finalize the scope in detail.

The TJKM Team will prepare an agenda for a project initiation or kick-off meeting. Our preliminary agenda for the meeting will include, but not limited to:

- Introductions/Goals of the meeting
- Contact information, protocol for communicating project information
- Schedule/Required time for City reviews
- The TJKM Team will request the following items prior to the kick-off meeting and identify discussion items for the meeting:
 - Aerial photos in digital form, if available (or Google Earth Professional would be used)
 - GIS information in AutoCAD format
 - Base maps and copies of any previous plans and street improvement plans in the project area and studies
 - Sample construction documents from previous approved projects in electronic format
 - Utility contact information
 - Traffic signal as-builts at Wolfe/Stewart Dr intersection
 - Signal interconnect as builts
 - Duane Bike Lane CAD files, if available
 - AMD Development Off Site Project CAD topo and base files, if available
 - Other issues, as appropriate
 - Milestones and invoicing information
 - Project Schedule

At the conclusion of the kick-off meeting, the TJKM Team will prepare minutes and distribute them to all meeting participants. We will also prepare and email a project contact list based upon the sign in sheet at the meeting, plus business cards collected.

Deliverables

- ✓ Schedule, meeting minutes

Task A.2 – Project Management

TJKM will manage the schedule and budget throughout the duration of the project. TJKM will prepare the schedule in MS Project software format and updates to the schedule will be provided at design progress meetings. TJKM will conduct our own quality assurance/quality control of our work products and also our subconsultants' products prepared for the City. A statement of peer review will be added on the plan title sheet and signed by one of the Principals of the firm after he or she reviews the plans for overall constructability, coordination, and reasonable reduction in errors and omissions.

TJKM will maintain frequent and timely communication with the City during the design and construction phase of the project. Ms. Jariwala and Mr. Patel have proven on their successful completion of previous City projects with the Public Works Department that they provide a high level of customer service to the City's Project Manager and stays in constant communication with the City during the entire duration of the project.

A biweekly conference call will be scheduled with the City's Project Manager to go over outstanding issues and work completed in the previous two weeks and work to be conducted over the next few weeks.

TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email. We have budgeted meetings at the following stages:

- Kick-off Meeting
- Review of 30% Submittal
- Review of 75% Submittal
- Review of 100% Submittal
- Construction Handoff Meeting via conference call
- Preconstruction Meeting
- “Lessons Learned” Meeting

Additional meetings can be conducted with a contract amendment and billed on a time and materials basis.

The TJKM Team will coordinate with PG&E with any service upgrades required at each intersection or disconnection/reconnection of service points and prepare the commercial service application. The City will pay the associated application/service fees for required upgrades.

A project schedule has been prepared using MS Project. The schedule will be updated and provided to the City at each plan submittal round per the RFP.

Deliverables

- ✓ Project schedule updates, meeting minutes, PG&E service forms

Task B – Design Development

Task B.1 – Preliminary Design - 30% Submittal

Task B.1.1 – Traffic Analysis

TJKM will subconsult with a data collection vendor to collect traffic volumes and pedestrian counts at proposed crosswalk locations to determine if the crosswalks are warranted and also to determine the appropriate traffic control treatment at the crosswalk (HAWK signal, IRWL, RRFB’s) is warranted per the CAMUTCD guidelines. Vehicle, bicycle, and pedestrian intersection turning movement counts have been budgeted for five crosswalk locations for a 12 hour period. Also, TJKM will collect vehicle, pedestrian and bicycle intersection turning movement counts at the signalized intersection of Wolfe Road/Stewart Drive during the AM, midday, and PM peak hours to determine the appropriate lane geometry, phasing and storage lengths for each approach. The counts at all locations will be performed on either Tuesday, Wednesday, or Thursday, not adjacent to holidays or during abnormal weather conditions. The counts will be collected while school is in session and the date and time of the counts will be coordinated and approved by the City Transportation Engineer.

TJKM will analyze the signalized intersection of Wolfe/Stewart using the latest version of Synchro software. The Synchro output will be provided to the City for their review and approval. A draft and final technical memorandum will summarize our findings of the data collection and analysis and incorporate the City’s comments on the draft memorandum.

Deliverables

- ✓ Intersection Turning Movement Traffic Counts at five crosswalk locations and Wolfe/Stewart intersection
- ✓ Warrant Analysis results
- ✓ Synchro output files
- ✓ Three copies of the tech memo, one pdf copy, and one copy of the native file to the City

Task B.1.2 – Prepare Topographic & Boundary Survey

The TJKM Team will complete the topographic survey and AutoCAD base for design of the project. Due to the vast project area and the need to survey just under two and a half miles of existing streets the team thought it most efficient to use a supplemental aerial survey. This aerial survey will be used to generate the street cross sections for proposed lane striping, crosswalks and IRWL. The intersections and other areas of the project with hardscape and/or traffic signal improvements will be surveyed with the standard equipment to get a more detailed level of topographic survey. These two surveys will be merged into one file to generate the final topographic survey base which will be used in the design and plans. The drawings will show the existing street right-of-way and existing utility information. Under the conditional services task, we will file a record of survey as necessary under

Section 8762 or 8771 of the California Business and Professions Code and set necessary documentation as determined by the survey.

The TJKM Team will obtain record copies from utility companies and service districts to locate existing electrical, gas, telephone, fiber optic, and cable television services. Utilities for sanitary and storm sewers, water mains, and fire hydrants will be researched, and "A" letters will be prepared, as necessary. Research will be verified by field investigations. We will coordinate with all utilities to resolve any utility issues and to eliminate conflicts encountered during construction. TJKM will provide the City with a list of any facilities belonging to the utility companies that will need to be adjusted as a result of the proposed construction.

All submittals shall include hardcopies (number specified below) and digital copies (PDF and native format) of all documents.

Topographic survey data and mapping will include, but is not limited to the following:

- Vertical and horizontal control tied to the City of Sunnyvale Horizontal and Vertical System.
- All existing topography, within the designated intersections, including all existing fences, curb and gutter, sidewalks, driveways, pavement, trees, drainage structures, monuments, signal pull boxes, poles, and utility facilities that are visible or that are available from utility companies and record drawings.
- Striping and edge of pavement for approximately 200 feet for each intersection and continuous between each intersection included in the project scope.
- Height of overhead utility lines within the intersections.
- Establish street right of way using existing documentation near the project area.
- Perform office calculations to facilitate efficient searching and/or recovery of existing boundary evidence for the Project.

Deliverables

- ✓ Site survey and base map in AutoCAD format

Task B.1.3 – Preliminary Design Plans & Estimate

The TJKM Team will prepare functional design drawings for the traffic signal design modification at Wolfe/Stewart. An optional task for designing the potential HAWK signal or In Road Warning Light System at the midblock crosswalk along Stewart Drive is included in our fee estimate. TJKM Team will design standard crosswalks at the following locations as part of the base bid proposal:

- Stewart Drive midblock crossing
- Duane Court/Santa Ynez Street
- Duane Avenue (crosswalk locations between San Lusito Way to Stewart Drive)
- Deguine Dr/Stewart Drive

The signal modification plan for the Wolfe Road/Stewart Drive intersection will provide the layout of the existing traffic signal equipment, including, but not limited to, locations of the new traffic signal poles, cabinets, FLIR video detection system, UPS system, internally illuminated LED street name signs, intersection safety lighting, audible pedestrian push buttons, passive pedestrian video detection system, Emtrac emergency vehicle preemption system, and roadside signs. Design will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the City of Sunnyvale's current design standards. Technical specifications will be per CSI 2012 Specifications format.

The preliminary plans will be developed with adequate detail for conveying the design intent, final geometry and key design elements. The major goal of this phase is to fully define the project limits and identify previously unknown constraints or impacts. The intersection geometric modifications and tightening of the curb radii at Wolfe Road/Stewart Drive intersection will be developed based on the turning template for a Sunnyvale fire truck to be able to turn safely.

The bus stop bench locations will be shown with the existing right of way lines, curb, gutter, and

sidewalk areas for installation of a bus stop bench. The locations of the bench will consider existing utilities and minimum ADA clearance requirements in mind and VTA's bus stop requirements in order to obtain an encroachment permit from VTA. The TJKM Team will coordinate with VTA for each bench installation.

The Team will also prepare utility notification letters to third party utility owners, and place the information into CAD and show them on the plans. The plans will contain sufficient detail for submittal and review by the City to understand the full intent of the project.

The Team will prepare a brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit, including the project type and risk level.

The Team assumes civil plan sheets will be developed with one sheet dedicated to the intersection layout and the other will have typical sections. Deliverables also include an engineer's estimate of probable construction costs for the improvements.

The Team will provide the City with a list of any facilities belonging to the utility companies that will need to be adjusted as a result of the proposed construction.

The Team will also provide an updated project schedule, prepare a preliminary construction schedule, and 30% Engineer's probable construction cost estimate, and provide cut sheets of equipment/appurtenances that are planned for the project.

TJKM will submit the 30% submittal to the City of Sunnyvale for their comments.

Deliverables

- ✓ Five sets of 24" x 36" hardcopies
- ✓ Cover sheet and plan sheet with base mapping (survey) and preliminary details
- ✓ Cut sheets for equipment/appurtenances
- ✓ Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities
- ✓ Project schedule update
- ✓ 30% construction cost estimate
- ✓ Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit
- ✓ Table of Contents list for technical specifications
- ✓ Other supporting documentation as necessary

Task B.2 – 75% Submittal

The TJKM Team will review with the City of Sunnyvale and receive one set of non-conflicting comments from the City of Sunnyvale on the conceptual plans (30% PS&E) and incorporate them into the 75% PS&E. In this stage of the design submittal to the bid package, TJKM will prepare the project plans, which will include the following sheets:

- | | | |
|--|------------------------------------|---|
| • Cover Sheet | • Construction Layout Sheets | • Signing and Striping |
| • General Note Sheet | • Grading and Drainage Sheets | • Electrical Detail Sheets |
| • Civil Notes, Details, Typical Sections | • Erosion Control Plan | • Photometric Layout Exhibit (not part of the bid documents) |
| • Horizontal Control Plan | • Traffic Signal Removal Plan | • Line of Sight to signal heads exhibit (not part of the bid documents) |
| • Existing Utility Plans of the Project site | • Traffic Signal Modification Plan | • Signal Interconnect Plans |
| • Demolition Plan Sheets | • Conductor and Equipment Schedule | |

Our design approach entails the following design tasks:

- The Team will prepare 75% design plans for intersection improvements in AutoCAD format.
- The Team will prepare an Engineer's construction cost estimate and technical special

provisions describing each item on the bid schedule and their requirements, and verify that construction costs are within the existing City budget. The Engineer's construction cost estimate will be prepared in Excel electronic format. Any revisions to the technical special provisions will be recommended to the City.

- Special provisions with track changes format prepared including bid item description, bid schedule, and measurement and payment provisions, list of submittals during construction, and list of information available to Bidders, with disclaimer. A table listing all inspections (including any special inspections and materials testing) and associated responsibility, a table list of materials requiring warranties, and associated warranty periods.
- Project schedule update.
- 75% construction cost estimate in the form of the bid schedule.
- Documentation of outreach to utility companies, and confirmation that utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- Documentation of coordination and submittal of necessary forms/permits with PG&E.
- Other supporting documentation as necessary.
- Coordinate with PG&E for any service upgrades, disconnect/reconnect service if needed.

Each PS&E review submittal set will also address any comments or revisions required from the City in the previous plan check submittal. Responses to comments will be documented and included with the submittal.

The TJKM Team will meet with City staff, as needed, to review comments and recommendations. A comment matrix will be prepared illustrating how TJKM addressed each review comment. The original red-line markup of the previous submittal will be returned back to the City with the 75% submittal.

The Team will coordinate with the AMD Developer's Consultant for the City design project conforming to the developer's off site design project elements.

The DBE percentage will be determined at this stage and calculation sheets provided to the City.

An optional task, budget allocation is included for potholing the proposed signal pole standard with mast arm locations and 1-b poles (eight total). TJKM has BESS Testlab as a utility potholing contractor on our team and has worked with the potholing company for conducting potholing services for our recent signal design projects in Sunnyvale. The typical scope of work for positive location of underground utilities includes:

- Obtain encroachment permits and other required permits from City and County
- Meet the insurance requirements
- Mobilization
- Perform Electronic designation of Underground Utilities: mark with applicable color code
- Contact USA if location of potholing is in public right of way
- Provide traffic control as needed
- Pothole based on pre-approved potholing plans provided by customer
- Provide documentation to exact location of underground utilities
- Backfill potholes with extracted material
- Surface restoration with cold patch
- Potholes to be 6 feet deep and 3.5 foot in diameter for signal pole with mast arm standards and 1-b poles (eight total)

Deliverables

- ✓ Two sets of the 75% plans (full size 24"x36" hardcopies), six sets of 11"x17" hardcopies
- ✓ Technical specifications and cost estimate in form of the bid schedule
- ✓ Review comment matrix
- ✓ Redline markup from previous round
- ✓ Photometric layout exhibit

- ✓ Utility conflicts have been resolved or a timeline for resolution of issues has been determined
- ✓ Other supporting documentation, as necessary
- ✓ Potholing data (Optional Task)
- ✓ DBE calculations

Task B.3 – 100% Submittal

At this stage, the plans and special specifications will be ready for bidding for construction. Also, service upgrade contracts from PG&E will be obtained during this stage of the project. TJKM will modify the latest traffic signal timing sheet received from the City based on the proposed improvements and submit back to the City in the Intelight 2070LX controller format installed as part of the project.

The cost estimate will be refined based on any comments received from the City and the front-end boilerplate specifications, such as insurance forms, and supplemental general provisions, from the City will be incorporated into one complete specification package.

In addition, a peer review by another licensed professional at TJKM and Siegfried, other than the designer of record will be conducted to review the overall constructability, coordination, and reasonable reduction in errors and omissions at this stage of the submittal round. The peer review professional will sign and date the Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

“The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made.”

The E-76 for Construction package will be prepared for the City to submit to Caltrans Local Assistance Program for approval. The comments from Local Assistance staff will be incorporated into the package for bidding.

The TJKM Team will:

- Coordinate and review the approved 75% PS&E with City staff and revise based on comments and discussions.
- Finalize construction drawings, contract special provisions and technical specifications, and a final construction cost estimate (Excel format). These documents shall be construction ready.
- Prepare bid package, including a revised bid schedule and list of submittals.
- Coordinate with PG&E for service point modifications or installations.
- Coordinate with the AMD Developer’s Consultant for the City project conforming to the developer’s project.

Deliverables

- ✓ One set of 24”x36” hardcopies, and six sets of 11”x17” hardcopies of the plans, signed peer review block and on letterhead, Assistant Director of Public Works/City Engineer statement on the plans, technical project specifications and special provisions, construction cost estimate, and an electronic version of the PS&E
- ✓ Responses to comments on the 75% submittal, along with return of mark-ups
- ✓ Project schedule update
- ✓ Other supporting documentation as necessary
- ✓ E-76 for Construction Package
- ✓ Updated timing sheet for Wolfe/Stewart signal

Task C – Bid Package (Final Submittal)

At this stage, the contract documents are ready for bidding and the E-76 for Construction will need to have been approved from Caltrans Local Assistance prior to bidding. The TJKM Team will coordinate the plans and technical specifications with the City’s front-end bid instructions, standard provisions, and revised special provisions ready for the City to bid for construction. PG&E point of

service locations and signed contracts will be obtained by this stage.

The bid form will be separated into participating items (OBAG2 funds) and non-participating items (City funding).

The TJKM Team will submit copies and digital format (PDF and native format) of each of the documents listed below:

- One hard copy of full sized plans (24"x36"), stamped and signed on each sheet by the Engineer of Record and by discipline
- One hard copy of the specifications, printed single-sided only
- Technical specifications, with cover sheet stamped and signed by all necessary disciplines
- Final project schedule update
- Final construction cost estimate

The TJKM Team will:

- Coordinate with City staff for review of bid package.
- Revise based on comments and discussions.
- Submit final plans and specifications, and disk with the electronic files to City staff. Final plans will be provided in electronic file in AutoCAD format and in PDF format. One hardcopy will be in 24"x36" size. Each plan sheet will be stamped and signed by the Engineer of Record registered civil engineer, in accordance with California State Law.
- Prepare complete special provisions, technical specifications stamped and signed on the table of contents sheet by the Engineer of Record, one hard copy printed single sided only. If there are more than one Engineer of Record, the engineer will stamp and sign the table of contents for only that/those section(s) that applies to each engineering discipline.
- Provide a digital copy of all work products and supporting work.
- Provide a final project schedule update.
- Provide a final construction cost estimate.

Deliverables

- ✓ Bid Package as required and approved by the City

Task D – Bidding Services

During the bid process, the TJKM Team will answer bidder's questions and provide clarifications to the bid questions. We will respond to Requests for Information (RFIs). We will prepare addenda, as necessary. We will prepare conformed documents, as necessary.

Deliverables

- ✓ Addendum(s), clarifications, conformed documents, as necessary

Task E – Construction Support Services

During construction, the TJKM Team will assist the City construction manager as follows:

- Attend the internal hand-off meeting via conference call and pre-construction meeting
- Prepare responses to contractors' RFIs during the construction phase, as needed
- Review all contractor submittals via ebuilder and assist the City inspector with specific design issues during construction
- Attend up to three construction progress meetings or field meetings to answer design questions and clarify design elements when requested by the City staff
- Assist with the issuance and negotiation of change orders
- Participate in the final inspection and development of the punch lists
- Prepare record drawings from Contractor redline as-builts in AutoCAD format and .pdf format
- Participate in a "Lessons Learned Meeting" with all parties at the end of the project

Deliverables

✓ Record drawings, clarifications, response to submittals via ebuilder

Exceptions to the Scope of Services

Please note that the following are not included in the Work Plan detailed above:

- Potholing
- Cultural Resource Report
- Traffic Signal Coordination Timing Plans
- Hazardous waste testing, monitoring and contingency plan for both site and building demolition work
- Geotechnical monitoring
- Construction management, inspection, supervision and scheduling
- Record Survey Maps, Tentative Maps, Parcel Maps, Final Maps, and legal descriptions and sketches
- Construction staking

Optional Services

Additional Potholing

If potholing is required for signal pole foundations or utility potholing, depending on the amount of potholes the City would like to budget for the project, TJKM can outreach BESS Testlab for a quotation for the potholes at that time. We have allocated budget for eight potholes in our optional task budget. If additional budget is needed based on an updated quote from BESS Testlab, TJKM will request a contract amendment for this amount from the City.

Conditional Record of Survey (Conditional Task)

This task includes the following:

- Obtain and research Preliminary Title Report as necessary (reimbursable), existing deeds, and record maps related to the Project area.
- Perform additional field survey to search and recover additional boundary evidence that may be utilized in determining the location of the boundary.
- Process a record of survey as required.
- Set monumentation as necessary.

Section 106 Report

This task includes the following:

- The TJKM Team coordinating with Paleowest Archeology to prepare the Section 106 Report, if required by Caltrans Local Assistance Program, based on the PES review. Paleowest Archeology to prepare the report for one signalized location according to Caltrans Local Assistance Guidelines and submit to City for signature prior to submitting to District 4 Caltrans Local Assistance staff for review. The budget allocated for the report is for one intersection. If Caltrans decides multiple intersections will require reports then a proposal for the additional intersections will be submitted to the City for approval.

Midblock Crosswalk Designs

- Based on the recommendations from the midblock crossing warrant studies and locations meeting warrants, TJKM will prepare PS&E for the midblock crossings for either HAWK, RRFB, or IPWL systems. The designs would be included into the base bid set and follow the same submittal review rounds once authorized by the City to proceed with the optional service.

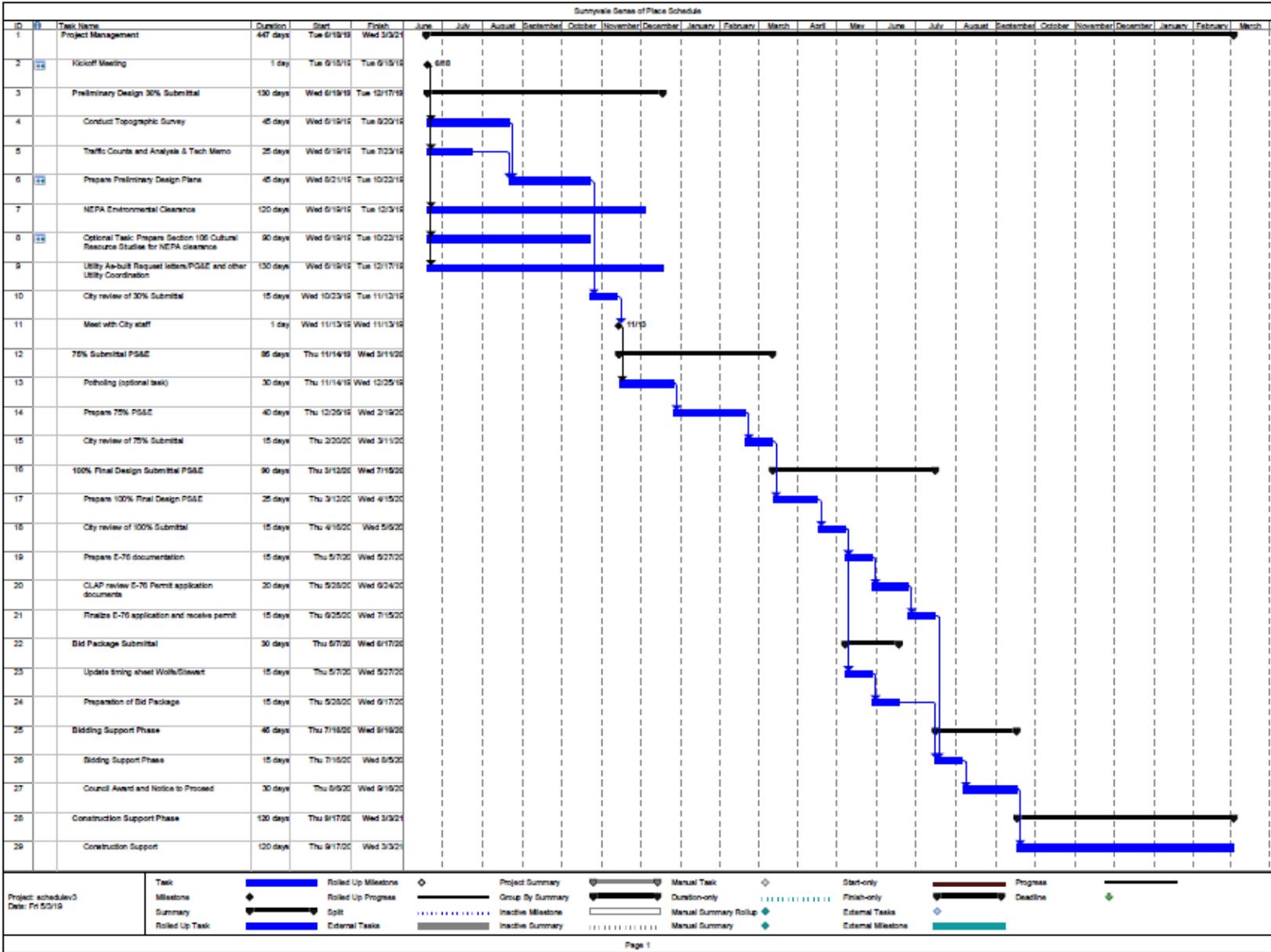
Conditions to the Optional Scope

The City is responsible for providing any encroachment permits that may be required for work that may occur within the City, in relation to the work described above.

City shall provide full access to property, and obtain permission for Siegfried's entry into adjoining

properties.

Exhibit A-1 Project Schedule



**Exhibit B
Compensation Schedule**

Tasks		Labor											Subconsultants											Total			
Task #	Task Description (Change task titles as detailed in the scope of work)	PIC/QA/QC	Project Manager	Deputy PM	Task Leader	Task Leader	Task Leader	Assistant Trans Engineer	Transportation Engineer	Transportation Planner	Admin	Total Hours	Total Labor Costs	TJKM ODC	PIC/PM	Engineer II	Project Land Surveyor	Surveyor I	Instrumentman	Technician III	Siegfried Total Hours	Total Labor Costs	Seigfried ODC	Environmental	Potholing	Cultural Resources	Total Fee
		Nayan Amin	Ruta Jariwala	Atul Patel	Rutvij Patel	Erik Bjorklund	Sandeep Papparaju	Andrew Dickinson	Praveena Samaleti	Ian Lin					Adam Merrill	Mike Ebenal	Kevin Genasci	Chris Wallace	Chris Wallace	Mike Kincaid				Ground Zone	Bess Test Lab	Paleowest	
		\$276.91	\$276.91	\$244.54	\$167.31	\$194.75	\$125.69	\$102.15	\$107.69	\$127.05	\$96.53				\$228.25	\$165.99	\$221.58	126.84	\$224.42	\$120.55	LS	LS	LS				
A	Project Management																										
A-1	Project Initiation		4	4	4						12	\$2,755									0	\$0					\$2,755
A-2	Project Management/Meetings	2	40	40	30						112	\$26,431	\$200	40	16						56	\$11,786				\$38,417	
A-2.1	NEPA Clearance Documentation			40	20						60	\$13,128	\$200								0	\$0		\$12,500		\$25,828	
B	Design Development																										
B-1	30% Submittal													68													\$0
B-1.1	Traffic Analysis & Counts	4	24	24			40		60	60	212	\$32,734	\$10,000								0	\$0				\$42,734	
B-1.2	Prepare Topographic Survey			2				8			10	\$1,306		12	60	24	6	120	60	282	\$52,941	\$12,801				\$67,048	
B-1.3	Preliminary Design Plans and Estimates	4	24	24	50			80			182	\$30,160	\$500	64	140					130	334	\$53,518				\$84,178	
B-2	75% Submittal	4	40	40	80			100		8	272	\$46,338	\$500	20	48					48	116	\$18,319				\$65,157	
B-3	100% Submittal	4	40	40	70			120	40	8	322	\$51,016	\$500	12	44					46	102	\$15,588				\$67,104	
C	Bid Package	4	4	40	70			120		8	246	\$36,740	\$500	12	32					32	76	\$11,908				\$49,148	
D	Bidding Services			8	16						24	\$4,633	\$100	12	10						22	\$4,399				\$9,132	
E	Construction Support Services			40		60		80			180	\$29,639	\$500	20	10						30	\$6,225				\$36,364	
	Proposal Subtotal	22	176	302	340	60	40	508	100	60	24	1632	\$274,881	\$13,000	260	360	24	6	120	316	1,018	\$174,684	\$12,801	\$12,500	\$0	\$0	\$487,866
	Optional Services																										
A	Potholing Signal Poles Budget (10 total)	-	-	24	-			40		-	64	\$9,955	\$200	-	-	-				0	\$0			\$20,000		\$30,155	
B	Section 106 Report (one signal)	-	-	40	-			-		-	40	\$9,782		-	-	-				0	\$0			\$40,000		\$49,782	
C	Conditional Record of Survey										0	\$0				24	4	40	20	88	\$17,213	\$131				\$17,344	
D	HAWK or IRWL Design (3 locations)	24	80	80	140			240		40	604	\$100,164	\$1,000								\$0					\$101,164	
	Total Optional Services	24	80	144	140	0	0	280	0	0	40	708	\$119,900	\$1,200	0	0	24	4	40	20	88	\$17,213	\$131	\$0	\$20,000	\$40,000	\$198,444
	Total Including Optional Services	46	256	446	480	60	40	788	100	60	64	2,340	\$394,782	\$14,200	260	360	48	10	160	336	1,106	\$191,897	\$12,932	\$12,500	\$20,000	\$40,000	\$686,310

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

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

1. **Commercial General Liability:** \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- Professional Liability Insurance in the minimum amount of \$2,000,000 per occurrence.
- If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; 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.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

Subcontractors

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