

DRAFT

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND TJKM
TRANSPORTATION CONSULTANTS, INC. FOR SAFE ROUTES TO SCHOOL - 2015**

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

WHEREAS, CITY desires to secure professional services necessary for design, preparation of bid documents, services during construction and other services for a project known as "Safe Routes to School - 2015".

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 Atul Patel, 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 Two Hundred Ninety Three Thousand Six Hundred Twenty Three and No/100 Dollars (\$293,623.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work

provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

To the extent permitted by law (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. 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 shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Craig Mobeck, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: TJKM TRANSPORTATION CONSULTANTS, INC.
Attn: Atul Patel, TE
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588-2798

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

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

21. Conflict of Interest

CONSULTANT 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. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

TJKM TRANSPORTATION CONSULTANTS, INC.
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

Exhibit "A" - Scope of Work

WORK PLAN

TJKM 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.

Task 0 – Project Management/Meetings

TJKM will manage and prepare the project schedule in MS Project software format and budget and monitor the federal funding deadlines throughout the project. Project schedules will be provided at all the progress meetings with the City. TJKM has budgeted eleven (11) meetings to attend:

- Kickoff meeting
- 8 Outreach meetings
- 30% review meeting
- 75% review meeting

During the planning and design phases, TJKM will have a weekly conference call with the City Project Manager to provide an update on work that was conducted the previous week and work that is planned this week, as well as any outstanding issues to resolve.

Task 1 – Review

TJKM has briefly reviewed the Comprehensive School Traffic Study (CSTS) recommendations and the intersections in preparation of this proposal and will review the study again in more detail once awarded the project and revise the recommendations, as necessary, based on input from the City and engineering judgment.

The recommendations will be revised based on the direction from City staff as well as our engineering judgment after reviewing the existing volume and speed data, where available, and collision data. A revised list of preliminary intersection improvements will be prepared for each type of treatment for the City to review and provide comments. This task is estimated to take two to three weeks, depending on feedback from the City on the revised list and the count data available.

Deliverables

- ✓ *Revised list of Preliminary intersection improvements*

Task 2 – Data Collection/Analysis

Based on the input and direction from City staff on the revised preliminary intersection improvement list the TJKM Team will collect 24 hour machine counts, speed data, stop warrant analysis data, pedestrian counts, turning movement counts, or gap analysis data, depending on the recommendations from the CSTS that required further data collection and analysis for the final recommendation at the study location.

Once the data has been collected and analyzed, the TJKM Team will prepare a memorandum for basis of design describing the findings of the analysis and the final recommendations of the intersection traffic control for the City to review. We will meet with the City to discuss the recommendations. We anticipate this task will take approximately 6-8 weeks, depending on the data collection firm availability. At this stage, a 25% opinion of probable cost estimate will be prepared to help the City determine if there is adequate budget for the improvements recommended. An order of magnitude cost will be estimated for each improvement based on Contractor's cost for similar work on recent projects in the Bay Area. This will be refined as we go through the design process and compared to the construction budget available at each submittal round. If there is not adequate construction budget available, the City and TJKM Team will prioritize the intersections to be included in the base bid of the project. The remainder of the intersections included in the CSTS will need to be included in a future design phase of the project when construction and design funding is available.

Deliverables

- ✓ *Memorandum for Basis of Design, 25% opinion of probable construction cost, prioritized list of intersections*

Task 3 – Conceptual Design

Once the City has approved the memorandum for basis of design, TJKM will prepare conceptual level designs of the intersection treatments recommended. TJKM will prepare conceptual signing and striping at 1"=40' scale, and traffic signal modification plans at a 1"=20' scale in AutoCAD format.

Then, we will determine how many of the prioritized list of intersections will be able to be funded within the construction budget available. After that is determined, TJKM will assess how many of those in the prioritized list TJKM will be able to design in the design budget remaining and move forward with those locations into the detailed design phase.

The plans will provide the layout of the traffic signal equipment, including locations of the new accessible pedestrian signal push buttons, push button posts, and pedestrian countdown signal heads. The signing and striping plans will show the existing striping and signage being removed and new striping and signage being installed. Designs will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the City of Sunnyvale's current design standards.

The base mapping will be prepared using Google Earth or high resolution aerials from the City, if available. The proposed improvements will be overlaid on top of the aerial background file.

Utility "A" letters will be sent out to wet and dry utility companies for the work which involves underground conduit work.

TJKM will also prepare a 35% Opinion of probable construction cost estimate of the improvements. This task is estimated to take 8-10 weeks.

Deliverables

- ✓ *Six full size and two half size sets of the preliminary PS&E*
- ✓ *35% cost estimate*
- ✓ *Project Schedule update*
- ✓ *TOC list for technical specs*
- ✓ *Determination of Catex under CEQA, NPDES permit determination, memo*

Task 4 – Final Recommendations List/Environmental Documents/Permitting

The TJKM Team will refine the list of final intersection improvements based on direction from the City. The list will also identify necessary permits and the need for coordination with other agencies for the future design phase. The TJKM Team will prepare all documentation and necessary forms to receive the E-76 approval from the Right of Way/Utilities and Construction stages of the project. The TJKM Team will attend the Field Review meeting with Caltrans District 4 Local Assistance Program staff.

The Categorical Exemption approval process will be conducted in the detailed design phase for intersections owned and operated by Caltrans.

TJKM is teamed with Michael Kent & Associates to prepare the necessary CEQA documentation. The proposed intersection improvements would qualify as a single project under CEQA. The City of Sunnyvale is the project proponent and would be the CEQA lead agency. We assume that a Categorical Exemption is appropriate for CEQA compliance.

We will prepare a draft Notice of Exemption (NOE), in compliance with the CEQA Guidelines. Upon receipt of the City's comments on the draft NOE, we will prepare the final NOE. We assume the City will file the Notice of Exemption.

The proposed project is subject to California Environmental Quality Act (CEQA) review. Because the project is funded through the Federal Safe Routes to School (SRTS) program, it is subject to the National Environmental Policy Act (NEPA). The City of Sunnyvale is the project proponent and would be the lead agency. Based on the available project description, we assume that the appropriate CEQA documentation would be a Categorical Exemption (CE), and the appropriate NEPA documentation would be a Categorical Exclusion (CE) with no technical studies.

The environmental work tasks include the following:

- ▶ Preparation of CEQA Notice of Exemption;
- ▶ Preparation of NEPA PES; and
- ▶ Attendance at field review meeting.

Task 4.1 – CEQA Notice of Exemption. When the final project description and maps are available, we will prepare a draft Notice of Exemption (NOE), in compliance with the CEQA Guidelines. Upon receipt of the City's comments on the draft NOE, we will prepare the final NOE. We assume the City will file the Notice of Exemption.

Task 4.2A – Preparation of PES for NEPA Categorical Exclusion. When the final project description and maps are available, we will prepare a draft Preliminary Environmental Study (PES) form, using the standard Caltrans format and in compliance with the Caltrans Local Assistance Procedures Manual. Upon receipt of the City's comments on the draft PES, we will revise the PES for submission to Caltrans.

We assume the City will transmit the PES to Caltrans. If Caltrans has comments, we will revise the PES. We assume the City will transmit the revised PES to Caltrans.

Task 4.2B – (Optional) Technical Studies for PES. This optional allowance of \$5,000 would apply if Caltrans requires technical studies to accompany the PES. This allowance will be used only to the extent that Caltrans requires technical studies, such as an air quality local hot spot analysis, air quality conformity determination, Phase I/Phase II Environmental Site Assessment, or visual impact assessment. If the technical studies required by Caltrans exceed this allowance, we request that an additional scope and budget be negotiated at that time.

Task 4.3 –Field Review Meeting. If requested, Michael Kent will attend one field meeting. As discussed under Task 4.2B, above, this scope includes an optional allowance for technical studies to accompany the PES, if required. Other than the technical studies identified in Task 2B, this scope does not include optional studies such as a traffic impact study, an Initial Study (IS)/Mitigated Negative Declaration (MND) or Environmental Impact Report (EIR) under CEQA, or an Environmental Assessment (EA), or Environmental Impact Statement (EIS) under NEPA. These studies or reports, should they be required for CEQA or NEPA compliance would be optional task(s) with a scope and budget to be determined at that time, for City approval.

Deliverables

- ✓ *Draft and Final Notice of Exemption (CEQA)*
- ✓ *Preliminary Environmental Study (NEPA)*
- ✓ *Attendance at Field Review Meeting*
- ✓ *(Optional) Technical Studies as Determined by Caltrans Comments*

Deliverables

- ✓ *Final list of recommended improvements*
- ✓ *Environmental documents*

Task 5 – Detailed Design Development

TJKM will assess how many of the intersections in the final prioritized list will be able to be designed in the design budget remaining and will move forward with preparing PS&E for those intersections only into the detailed design phase. Additional intersections can be designed through a contract modification.

We will prepare the E-76 forms for Caltrans Office of Local Assistance in order to obtain the E-76 Construction Authorization for the project. For intersections that are in Caltrans ROW, TJKM will prepare a Caltrans encroachment permit application and submit those intersections to District 4 Permits Office for review and approval of an encroachment permit. The City will pay the applicable Permit fees required by Caltrans.

The detailed PS&E design development will be submitted for review at the 75% and 100% (final check) stages to City and Caltrans District 4 Permits Office for their review.

Task 5.1 - 75% Submittal Plans, Specifications, and Estimate (PS&E). The TJKM Team will review with the City and receive one set of non-conflicting comments from the City on the conceptual plans 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 for the final list of intersection improvements that will be able to be funded within the design and construction budget available.

The plan set will include the following sheets:

- ▶ Cover Sheet
- ▶ General Note Sheet
- ▶ Traffic Signal Modification Plans
- ▶ Conductor and Equipment Schedules
- ▶ Signing and Striping Plans
- ▶ Electrical Detail Sheets

Our design approach entails the following design tasks:

- ▶ The TJKM Team will prepare 75% design plans for intersection improvements in AutoCAD format.
- ▶ The TJKM Team will prepare an Opinion of Probable 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 schedule, and measurement and payment provisions, list of submittals during construction, and list of information available to Bidders, with disclaimer.
- ▶ Prepare a preliminary construction schedule.
- ▶ 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 showing how TJKM addressed each review comment. The original red-line markup of the previous submittal will be returned back to the City with the next submittal round.

At this stage, the Right of Way and Utility Certification forms and the remaining application forms for E-76 Construction will be completed and submitted to Caltrans Local Assistance Program for review.

Deliverables

- ✓ *Two sets of the 75% plans (2 full size 24"x36" hardcopies), 3 half size copy*
- ✓ *Technical Specifications and cost estimate in form of the bid schedule*
- ✓ *Review comment matrix*
- ✓ *Redline markup from previous round*
- ✓ *Utility conflicts have been resolved or a timeline for resolution of issues has been determined*
- ✓ *Other supporting documentation, as necessary*
- ✓ *E-76 forms*
- ✓ *Caltrans Encroachment Permit Application form to be signed by City*

Task 5.2 – 100% Final Check Submittal (PS&E). At this stage, the plans and special specifications will be almost ready for bidding for construction. The E-76 for construction will be obtained during this stage of the project. We will receive comments back from Caltrans District 4 Permits Office on the intersections in Caltrans ROW.

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 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 TJKM Team will:

- ▶ Coordinate and review the approved 75% PS&E with City staff and revise based on comments and discussions with the City and Caltrans.
- ▶ Prepare final construction drawings, contract specifications, and a final construction cost estimate (Excel format). These documents shall be construction ready.
- ▶ Prepare bid package, including a bid schedule and list of submittals.
- ▶ 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. Hardcopies will be in 24"x36" size.
- ▶ Provide Certification of Peer Review, as required by the City.
- ▶ Provide one set of reproducible drawings, signed and sealed, by discipline, by the registered civil engineer, in accordance with California State Law.

Deliverables

- ✓ *Two sets of 24"x36" hardcopies, signed peer review block and on letterhead, technical project specifications and special provisions, construction cost estimate, and an electronic version of the plans, specifications, and estimate*
- ✓ *Responses to comments on the 75% submittal, along with return of mark-ups*
- ✓ *Calculation sheet for Contractor's DBE requirements*
- ✓ *Other supporting documentation, as necessary*

Task 5.3 – Final Submittal (Bid Package). At this stage, the contract documents are ready for 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. The TJKM Team will submit the revised Caltrans plans and specifications back to District 4 Permits Office for their review and approval.

The TJKM Team will:

- ▶ Coordinate with Caltrans and City staff for review of bid package
 - ▶ Revise based on comments and discussions
 - ▶ Prepare bid package, including a bid schedule and list of submittals
 - ▶ 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"x 36" 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 Certification of Peer Review, as required by the City
 - ▶ 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 and Caltrans*

Task 6 – Bidding Support Phase

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 7 – Construction Support Phase

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

- ▶ Attend the internal hand-off meeting via conference call
- ▶ Attend a pre-construction meeting
- ▶ Prepare responses to contractors' RFIs during the construction phase, as needed
- ▶ Review all contractor submittals and assist the City inspector with specific design issues during construction
- ▶ Attend up to five 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
- ▶ Attend a pre-final walk thru and 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 via conference call

Deliverables

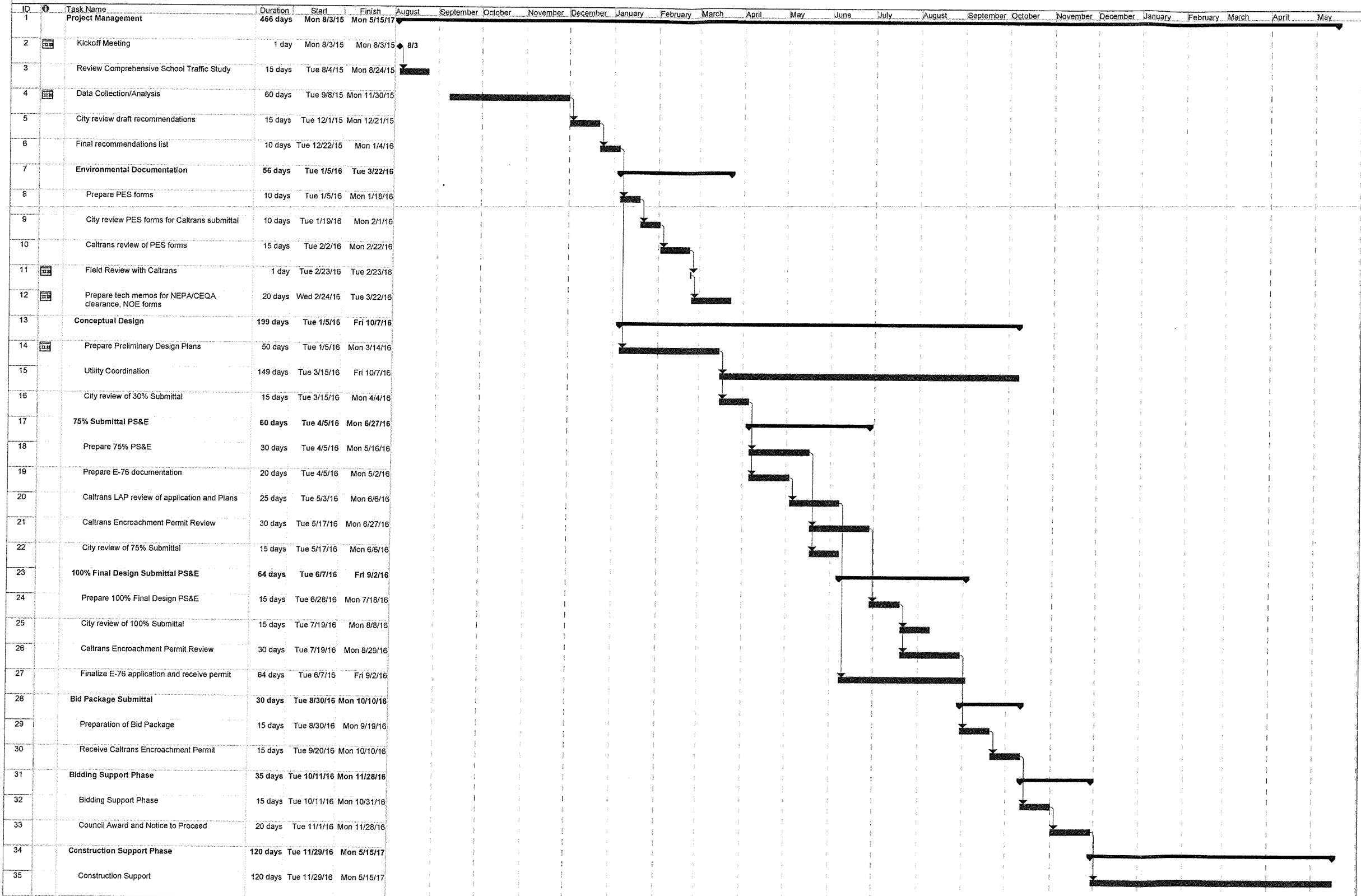
- ✓ *Record Drawings, Clarifications, Response to Submittals*

EXCEPTIONS TO THE SCOPE OF SERVICES

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

- ▶ 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
 - ▶ Topographic Surveying
 - ▶ Civil Design Improvements
 - ▶ Landscaping Design
 - ▶ Cultural Historic Resources and Archeological studies
-
-

EXHIBIT A-1
Safe Routes to School -2015



Project schedule
Date: Fri 5/22/15

Task

Milestone

Summary

Rolled Up Task

Rolled Up Milestone

Rolled Up Progress

Split

External Tasks

Project Summary

Group By Summary

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Progress

Deadline

Page 1

Exhibit "B" - Compensation

Tasks		Labor									Subconsultants		OCDs	Total
Task #	Task Description	Project Manager	PIC	QA/QC	Lead Designer	Transportation Engineer	Associate Engineer	Project Engineer	Total Hours	Total Labor Costs	Environmental Clearance	Data Collection	TJKM Other Direct Costs	Total Fee
		Atul Patel	Nayan Amin	Ruta Jariwala	Erik Bjorklund	Ashwini/Aileen	Rudy/Prashanth				Michael Kent & Assoc	IDAX/Baymetrics		
		\$200	\$220	\$200	\$155	\$145	\$125	\$100			Fee/Hr or LS	Fee/Hr or LS		
0	Project Management/Meetings (11)	54	1						55	\$11,020			\$ 450	\$11,470
1	Review	7				36			43	\$6,620				\$6,620
2	Data Collection/Analysis	14		4		135		90	243	\$32,175		\$ 35,748	\$ 250	\$68,173
3	30% Conceptual Design (100 int)	33		4	84		144	150	415	\$53,420			\$ 400	\$53,820
4	Final Recommendations/Environmental Documents/Permitting	49		4				22	75	\$12,800	\$ 5,530			\$18,330
5	Detailed Design Development													
5.1	75% submittal													
	plans	34		4	90		162	90	380	\$50,800			\$ 200	\$51,000
	specs	7		4			36		47	\$6,700				\$6,700
	estimate	7		4			21		32	\$4,825				\$4,825
5.2	100% submittal													
	plans	27		4	24		72	45	172	\$23,420			\$ 300	\$23,720
	specs	7		4			21		32	\$4,825				\$4,825
	estimate	7		4			18		29	\$4,450				\$4,450
5.3	Bid Set													
	plans	18			16		36	36		\$14,180			\$ 300	\$14,480
	specs	1					15			\$2,075				\$2,075
	estimate	1					7			\$1,075				\$1,075
6	Bidding Support				4					\$620				\$620
7	Construction Support				40					\$6,200			\$ 240	\$6,440
	Proposal Subtotal	266	1	36	258	171	532	433	1523	\$235,205	\$5,530	\$35,748	\$2,140	\$278,623

Optional Services														Total
A	Allowance for Environmental Technical Studies for NEPA clearance									\$5,000				\$5,000
B	Allowance for additional data collection										\$10,000			\$10,000
C														\$0
D														\$0
E														\$0
Total Optional Services		0	0	0	0	0		0	0	\$0	\$5,000	\$10,000	\$0	\$15,000
Total Including Optional Services		266	1	36	258	171	532	433	1523	\$235,205	\$10,530	\$45,748	\$2,140	\$293,623
Notes:														
1														

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

1. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 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.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$1,000,000 per occurrence.

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** policy 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.

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.