

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF  
SUNNYVALE AND TJKM TRANSPORTATION CONSULTANTS, INC. FOR  
SUNNYVALE-SARATOGA ROAD TRAFFIC SIGNAL, BICYCLE AND  
PEDSTRIAN SAFETY PROJECT**

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

WHEREAS, CITY desires to secure professional services necessary for the design, preparation of bid documents, and services during construction for the project known as Sunnyvale-Saratoga Road Traffic Signal, Bicycle and Pedestrian Safety Project; 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 Atul Patel to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The project schedule is set forth in the attached Exhibit "A-1".

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Thirteen Thousand Two Hundred Fourteen and No/100 Dollars (\$113,214) 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.

CONSULTANT shall not be responsible for the means, methods, procedures, site safety of the construction contractors or subcontractors, or for their errors or omissions. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

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: Atul Patel, TE  
TJKM TRANSPORTATION CONSULTANTS, INC.  
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.

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.

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. 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**

Based on our initial field review of the project site and knowledge of the area, we will carry out all of the tasks required for this project.

### **Task 1 – Project Management**

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#### **Task 1.1 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 projects in electronic format
- Utility contact information
- Traffic signal as built for the Mathilda/Talisman/Sunnyvale-Saratoga Intersection
- Traffic signal interconnect as built plans from Mathilda/Remington to City Hall
- Other issues, as appropriate
- Milestones and invoicing information
- Project Schedule and updates on a monthly basis

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

#### ***Deliverables***

- *Schedule, meeting minutes*

#### **Task 1.2 Project Management**

TJKM will manage the schedule and budget throughout the duration of the project. The TJKM Team will take the lead on obtaining NEPA clearance through the Caltrans Local Assistance Program process for receiving federal funds. It is our understanding that the Federal Funds for the construction are programmed in their FY 2016. The TJKM Team will take the lead in preparing the E-76 forms necessary for obtaining the Request for Authorization for construction approval from Caltrans Local Assistance Program, including the Right-of-Way and Utility Certification forms.

TJKM will maintain frequent and timely communication with the City during the design and construction phase of the project. Mr. Patel has proven on his successful completion of previous City projects with

the Public Works Department that he provides 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 previous week and work to be conducted over the next week.

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:

- Kickoff Meeting
- Review of 30% Submittal
- Review of 75% Submittal
- Review of 100% Submittal via conference call
- Construction Handoff Meeting via conference call
- Preconstruction Meeting
- "Lessons Learned" Meeting via conference call

Additional meetings will 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 or relocations required or disconnection/reconnection of service points and prepare the commercial service application, if required. 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 at the City's request and provided at each meeting attended with the City.

The TJKM Team will conduct their quality assurance/quality control over the work deliverables prepared for the City. A statement and signature indicating peer review will be added on the cover page of the plan set for overall constructability, coordination, and reasonable reduction in errors and omissions.

#### ***Deliverables***

- *Project schedules, meeting minutes, E-76 forms, PG&E service forms*

## **Task 2 – Preliminary Design 30% PS&E**

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### **Task 2.1 Conduct Field Review with Caltrans Local Assistance Program (CLAP) D4 Staff**

The TJKM Team will complete the CLAP Exhibit 7-B Field Review Form and submit it to the City for signature and submitting to District 4 Caltrans Local Assistance Program staff for review.

The TJKM Team will meet with CLAP staff and the City Project Manager and address questions from CLAP staff and if required, provide additional information from their list of attachments required by CLAP staff.

#### ***Deliverables***

- *Exhibit 7-B Field Review Form*

### **Task 2.2 Prepare Topographic Survey**

The TJKM Team will complete the topographic survey and AutoCAD base for design of the project intersection. The drawings will show the existing street right-of-way and existing utility information. We will research and verify the public records to determine street right-of-ways. 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.

Topographic survey data and mapping shall 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 300 feet for each approach; and
- ▶ Height of overhead utility lines within the intersection.

Once the topographic survey is completed, TJKM Team will meet City staff in the field to redline the potential pole locations on the plan so we are all in agreement of pole locations that will be reflected in the 30% plan design submittal.

#### ***Deliverables***

- *Site survey and base map in AutoCAD format*

#### **Task 2.3 Design Plans and Specifications**

We will prepare functional design drawings for the traffic signal design modification. The plans will provide the layout of the existing traffic signal equipment, including locations of the new traffic signal poles, cabinets, video detection cameras, intersection safety lighting, audible pedestrian push buttons, and roadside signs. Designs will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the City of Sunnyvale’s current design standards.

We will conduct a conduit assessments of the existing conduits proposed to be used at the intersection, both from a conduit fill and usability standpoint. The condition of the conduit will be checked by pulling on the existing cables or pulling the existing pull rope, mule tape or air horn. The TJKM Team will prepare a brief memorandum of determination if the project’s construction activities are within the National Pollutant Discharge Elimination System (NPDES) Construction General permit and the project type and risk level.

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 TJKM 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. Through the project, plans and specifications will be developed with the Caltrans E-76 process in mind.

The TJKM Team assumes two civil plan sheets will be developed using AutoCAD 2013 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 TJKM 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 TJKM 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.

***Deliverables***

- *Three full size sets of the 30% plans*
- *Preliminary details, topographic survey in AutoCAD format*
- *Project schedule, preliminary construction schedule, 30% cost estimate, equipment cut sheets, list of utility facilities requiring adjustment*

**Task 2.4 Environmental**

The TJKM Team will prepare a preliminary NEPA analysis. TJKM is teamed with DBE firm Michael Kent & Associates to prepare the necessary NEPA documentation. Because the project is funded through Federal Highway Safety Improvement Program Funds (HSIP), it would be subject to the NEPA as well as CEQA.

The scope NEPA documentation that would be necessary has not been determined. Our understanding is that the project will likely qualify for a Categorical Exemption under CEQA (which the City is taking the lead on) and a Categorical Exclusion under NEPA.

Michael Kent & Associates will prepare the Preliminary Environmental Studies (PES) document, conduct a field review with Caltrans, City of Sunnyvale and TJKM and prepare technical memoranda to address construction staging, stormwater pollution prevention and traffic control in support of a NEPA exemption from Caltrans. Our scope of work assumes that no major studies including an archeological study, biological assessment, hazardous waste, air quality assessment, etc., will be required and the City to complete the PM2.5 air quality assessment database form with MTC. We have also included an optional task for preparation of the cultural resources Section 106 documentation, if required by Caltrans Local Assistance Program, after their review of the PES document.

***Deliverables***

- *Environmental memorandums*

**Task 3 – 75% Submittal Plans, Specifications, and Estimate (PS&E)**

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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 each intersection, which will include the following sheets:

- |  |  |
|--|--|
| • Cover Sheet                            | • Traffic Signal Modification Plan             |
| • General Note Sheet                     | • Conductor and Equipment Schedule             |
| • Civil Notes, Details, Typical Sections | • Signing and Striping                         |
| • Demolition Plan Sheet                  | • Electrical Detail Sheets                     |
| • Construction Layout Sheet              | • Photometric Layout Exhibit (prepared by ALR) |
| • Grading and Drainage Sheet             |  |
| • Traffic Signal Removal Plan            |  |

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 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 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.
- Potholing the proposed signal pole standard with mast arm locations and RRFB 1-b pole locations (six total). TJKM has Exaro as a utility potholing Contractor on our team and has worked with the potholing company for conducting potholing services for our recent HSIP signal design projects in Sunnyvale. We have included an optional task for potholing an additional five potholes for the project. The typical scope of work for positive location of underground utilities includes:
  - 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' deep and 1'x1' in size

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**

- *Five sets of the 75% plans (six full size 24"x36" 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*

#### **Task 4 – 100% Final Check Submittal (PS&E)**

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At this stage, the plans and special specifications will be ready for bidding for construction. The E-76 for construction will be obtained during this stage of the project. Also, service upgrade applications 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.

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 Engineering 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.
- 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.

##### ***Deliverables***

- *Six 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 – Final Submittal (Bid Package)**

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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:

- Coordinate with 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"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 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*

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## **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*

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## **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 and attend 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 one 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 via conference call.

***Deliverables***

- *Record drawings, clarifications, response to submittals*

## **EXCEPTIONS TO THE SCOPE OF SERVICES**

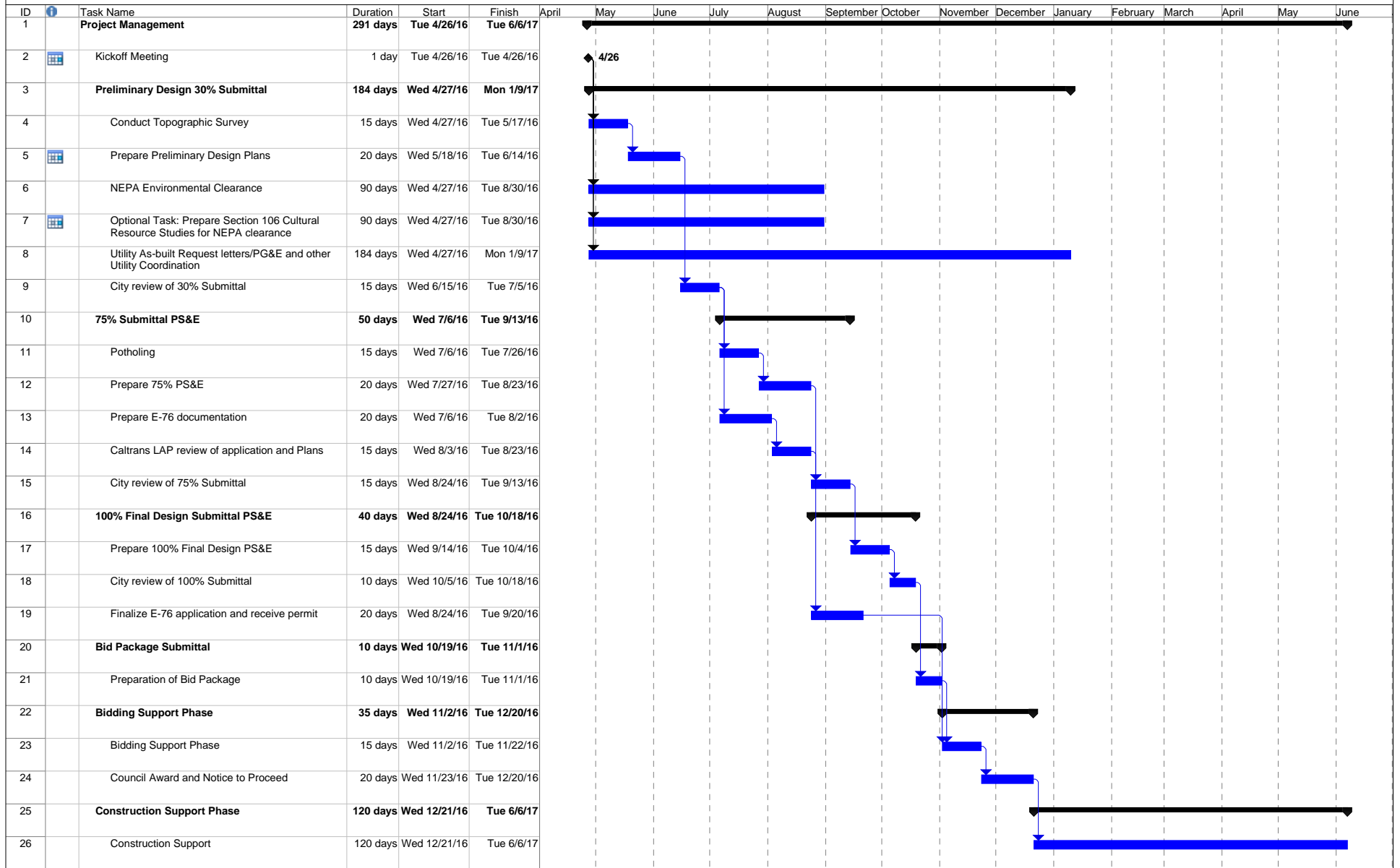
Please note that the following are not included in the Work Plan detailed above:

- 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
- Landscaping Design



# EXHIBIT A-1

Sunnyvale-Saratoga Rd Bicycle and Pedestrian Safety Enhancements



Project: schedule_rev1 Date: Tue 3/29/16	Task		Rolled Up Progress		Inactive Milestone		Manual Summary		Progress	
	Milestone		Split		Inactive Summary		Start-only		Deadline	
	Summary		External Tasks		Manual Task		Finish-only			
	Rolled Up Task		Project Summary		Duration-only		External Tasks			
	Rolled Up Milestone		Group By Summary		Manual Summary Rollup		External Milestone			

# EXHIBIT "B" COMPENSATION

City of Sunnyvale

Proposal For: Sunnyvale-Saratoga Road Bicycle and Pedestrian Safety Enhancements

TJKM

Tasks		TJKM Labor								ODC	Siegfried								MKA	Exaro	WSA	Total	
Task #	Task Description (Change task titles as detailed in the scope of work)	PIC	QA/QC	PM	Sr. Engr	Assoc. Engr	Admin	Total Hours	Total Labor Costs	TJKM	PIC	PM	Engineer II	Technician III	Instrument man	Admin	Total Hours	Survey, Civil PS&E	Other Direct Costs (Siegfried)	Environment al	Potholing	Cultural Resources	Total Fee
		Nayan Amin	Ruta Jariwala	Atul Patel	Erik Bjorklund	Rudy Patel				ODC	Paul Schneider	Adam Merrill	Greg W.	Mike Kincaid	Derick Weldon	Jen H.		Seigfried		MKA	Exaro	WSA	
		\$250	\$235	\$230	\$165	\$125	\$85				\$235	\$163	\$140	\$107	\$173	\$67		Total Labor Costs		Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	
1	Project Management			40	-	-	-	40	\$9,200	\$0	2	6					8	\$ 1,448	\$0	-	-	-	\$10,648
2	30 % Design and Topo Survey		1	4	16	20		41	\$6,295	\$0	2	8	12	24	16		62	\$ 8,790	\$672			-	\$15,757
2.1	Environmental Clearance Documentation			48				48	\$11,040	\$0							0	\$ -	\$0	\$3,500		-	\$14,540
3	75% Design		1	8	16	40	2	67	\$9,885	\$150	2	8	10	16		4	40	\$ 5,154	\$0		\$6,061	-	\$21,250
4	100% Design		1	8	12	28	2	51	\$7,725	\$100	2	4	12	24		4	46	\$ 5,638	\$0			-	\$13,463
5	Final Submittal		1	4	5	16	1	27	\$4,065	\$200	2	4	4	8		4	22	\$ 2,806	\$100			-	\$7,171
6	Bid Support				4			4	\$660	\$0		2					2	\$ 326	\$0			-	\$986
7	Construction Support				24			24	\$3,960	\$0	2	8	8				18	\$ 2,894	\$0			-	\$6,854
	Proposal Subtotal	0	4	112	77	104	5	302	\$52,830	\$450	12	40	46	72	16	12	198	\$ 27,056	\$772	\$3,500	\$6,061	\$0	\$90,669
	Optional Services																						
D	Prepare Section 106 Cultural Resource Studies	-	-	8	-	-	-	8	\$1,840									-	-	\$5,000	-	\$15,705	\$22,545
	Total Optional Services	0	0	8	0	0	0	8	\$1,840	\$0								\$ -	\$0	\$5,000	\$0	\$15,705	\$22,545
	Total Including Optional Services	0	4	120	77	104	5	310	\$54,670	\$450								\$ 27,056	\$772	\$8,500	\$6,061	\$15,705	\$113,214
	Notes:																						
1	Optional Task D only required if Caltrans Local Assistance determines one is necessary after PES form completed.																						
2																							
3																							
4																							

	Base budget		
TJKM (DBE)	\$53,280.00		
Seigfried	\$27,828.00		
MKA	\$3,500.00		
Exaro	\$6,061.00		
	\$ 90,669	DBE%	59%

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

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: \$2,000,000 per claim.

#### 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.