

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF  
SUNNYVALE AND TJKM TRANSPORTATION CONSULTANTS FOR DESIGN  
AND CONSTRUCTION SUPPORT SERVICES FOR TRAFFIC SIGNAL  
HARDWARE AND WIRING 2017 PROJECT LOCATED AT HENDY AND  
SUNNYVALE AVENUES**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and TJKM TRANSPORTATION CONSULTANTS, a California corporation ("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 Traffic Signal Hardware and Wiring 2017 Project Located at Hendy and Sunnyvale Avenues; 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 Fifteen Thousand Three Hundred Forty Seven and No/100 Dollars (\$115,347.00) 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.

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

To CONSULTANT: Atul Patel, P.E., T.T.O.E.  
Director of ITS & Design  
TJKM  
4305 Hacienda Dr., 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  
("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title



## **Exhibit "A"**

### **SCOPE OF WORK**

#### **I. General**

The scope of work generally includes preparation of: preliminary design (including surveying and potholing), design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

#### **II. Project Information**

##### **A. Description**

This project is comprised of a currently signalized intersection at which a full reconstruction is to be performed. The City has performed an initial evaluation at this and has noted specific concerns. The Consultant will be responsible for performing detailed evaluation and making additional recommendations as appropriate for incorporation into the design.

In general, the design shall include the following components:

- Fully actuated, multiple phase, vehicle and accessible pedestrian signals
- Video detection for vehicles, bicycles and pedestrians (where a striped bicycle lane currently exists)
- Delineation and signing
- Emergency vehicle preemption
- Disabled access compliance, including push buttons and curb ramps
- Pedestrian audio and count-down heads
- Energy efficient LED safety lights and internally illuminated street name signs
- Full compliance with the latest Caltrans Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (CA-MUTCD) and California Highway Design Manual (HDM) standards.
- Consultant to confirm that no additional right of way is needed for any of the locations.
- Plans and specifications shall indicate reconstruction in such a manner that the existing traffic signal operations remain fully functioning until the electrical switch-over.
- Intersection functionality shall coordinate and operate with adjacent Caltrain operations. Existing traffic signal has preemption for railroad operations and must be included as part of the reconstruction.
- Consultant shall prepare signal timing plans for City's review.

Specific concerns include:

- Intersection proximity to existing Caltrain track/operations
- Overhead wiring on the north and east legs of the intersection
- Steep grade at the south-west corner; accessibility must be addressed at this location
- Existing power pole on the north-west corner of the intersection

##### **B. Location**

The project is located at the intersection of Hendy Avenue and Sunnyvale Avenue.

##### **C. Existing Conditions**

The site currently has an existing traffic signal which has been modified several times over the past years. Coordination with Caltrain will be required due to signal proximity to and interface with Caltrain operations.

- a. It is assumed there will be no hazardous material testing due to the previously performed report and analysis done on an adjacent project. We shall operate under the same assumptions and report for this project.

### **III. Consultant Scope of Services**

The consultant will perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

Consultant services shall include, but are not limited to: Project management, preliminary design, design development, bid documents, bidding support, and construction support services, as further detailed below.

#### **A. Project Management**

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the consultant is expected to attend a monthly progress meeting and prepare action item logs for subsequent follow-up. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project. TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email. We have budgeted 7 meetings at the following stages:

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

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings.

Consultant's own team should have provisions for quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

The city utilizes e-Builder project management software, and the Consultant is expected to work within the e-Builder system for this project. One e-Builder software license will be provided to the Consultant for the duration of the project. e-Builder software shall be utilized for all project management documentation and correspondence. City will provide one training session prior to start of design and again prior to start of construction to familiarize consultants with the software.

#### **B. Design Development**

Consultants shall be the Engineer of Record and responsible for design and preparation of complete plans and technical specifications for the project. The consultant must perform an adequate field investigation to confirm existing conditions.

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant shall incorporate "green" building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services. Specifications shall be prepared in CSI 2012 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, and other stakeholders (including Caltrain) will also be consultant responsibility.

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

1. 30% Submittal: Submit five (5) sets of 24" x 36" hardcopies.
  - a. 30% plans: Cover sheet and plan sheet with base mapping (survey) and preliminary details.
  - b. Cut sheets for equipment/appurtenances.
  - c. 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.
  - d. Project schedule update.
  - e. 30% construction cost estimate.
  - f. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
  - g. Table of Contents list for technical specifications.
  - h. After the 30% plan layout has been approved, submit pothole data to City in advance of 75% submittal.
  - i. Other supporting documentation as necessary, including meeting minutes or other documentation for coordination with Caltrain CPUC.
  - j. Topographic Surveying- The drawings will not show the existing street right-of-way unless the boundary determination optional service is authorized, however it will show existing utility information.
2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit five (5) sets of 24" x 36" hardcopies.
  - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.

TJKM will prepare the project plans, which will include the following sheets:

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

- b. 75% specifications:
    - Technical specifications,
    - Special Provisions, with recommended changes in track changes format.  
The Special Provisions shall also include the following:
      - Bid item descriptions and measurement and payment provisions
      - A list of minimum required submittals during construction
      - 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
  - c. Project schedule update.
  - d. 75% construction cost estimate in the form of the bid schedule.
  - e. Documentation of outreach to utility companies, and confirmation that utility conflicts have been resolved or a timeline for resolution of issues has been determined.
  - f. Documentation of coordination and submittal of necessary forms/permits with PG&E.
  - g. Submit pothole data. Each new traffic signal pole shall be potholed to a minimum depth of 7', and each free standing pedestrian push button shall be potholed to a minimum depth of 3'. Potholing the proposed signal pole standard with mast arm locations and 1-b pole locations (five total potholes allocated in the budget). The typical scope of work for positive location of underground utilities includes:
    - Obtain encroachment permits and other required permits from Cities Public Works
    - 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 7 feet deep and 1 foot in diameter for signal pole with mast arm standards and 1-b poles.
  - h. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
  - i. Other supporting documentation as necessary, including meeting minutes or other documentation for coordination with Caltrain CPUC.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit five (5) sets of 24" x 36" hardcopies.
- a. 100% plans
    - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following 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.”

- b. 100% specifications
  - Reviewed bid instructions
  - Finalized technical specifications
  - Finalized Special Provisions
- c. Project schedule update.
- d. 100% construction cost estimate.
- e. Responses to the City’s review comments on the 75% submittal, along with return of mark-ups.
- f. Other supporting documentation as necessary, including meeting minutes or other documentation for coordination with Caltrain CPUC.
- g. 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 2070 controller format installed as part of the project.

#### C. Bid Package

The bid package shall be finalized upon incorporation of the City’s final comments from the 100% submittal, including incorporation of all outside agency comments.

Submit copies and digital format (PDF and native format) of each of the documents listed below:

1. One hard copy of full sized plans (24” x 36”), stamped and signed on each sheet by the Engineer of Record and by discipline.
2. One hard copy of the specifications, printed single-sided only.
  - a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate.

#### D. Bidding Services

Consultant will respond to all bidder’s requests for information (RFIs), and support the City’s coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers’ communications will be directed through the City’s Purchasing Officer.

#### E. Construction Support Services

The City’s construction management team will have primary responsibility for construction management and inspection. The consultant’s point of contact will be the City’s construction manager, not the contractor.

The following is a minimum list of services and submittals required.

1. Attend via conference call and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Attend three (3) periodic construction progress meetings.
4. Participate in the final inspection and development of punch lists.

5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
10. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

#### Exceptions to the Scope of Services

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

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

#### F. Optional Services

Below are optional services that the City may authorize the TJKM Team to perform. TJKM Team will proceed on the optional services upon approval in writing from the City.

- a. Task 1 –Traffic Analysis  
TJKM can also collect intersection turning movement counts and conduct a traffic analysis for the intersection to determine the optimal storage pocket lengths with the proposed new signal phasing and new lane geometry for each approach.
- b. Task 2 –Additional Potholing  
If additional 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 Exaro for a quotation for the additional potholes at that time. We have allocated for three additional potholes in our optional task budget.
- c. Task 3 –Boundary Determination  
This task includes the following:
  - Obtain Research Preliminary Title Report, existing deeds, and record maps related to the Project area.
  - Perform office calculations to facilitate efficient searching and/or recovery of existing boundary evidence for the Project.
  - Perform field survey to search and recover boundary evidence that may be utilized in determining the location of the boundary.
  - Analyze found boundary evidence and determine the physical location of the road and/or railroad right-of-way as it is required for this Project.
- d. Task 4 –Prepare and File Record of Survey

- If any of the conditions described in Section 8762 of the California Business and Professions Code are encountered during the course of the survey, a Record of Survey will be required to be completed and recorded.
- Prepare Record of Survey depicting the survey results, in accordance with California State law.
- Submit Record of Survey to Santa Clara County Surveyor's office for review, comment, and filing as a public record upon approval.

#### Conditions to the Optional Scope:

- The Client is responsible for providing any encroachment permits that may be required for work that may occur within the City or railroad right of way, in relation to the work described in Optional Tasks 3 and 4 above.
- Client shall provide full access to property, and obtain permission for Siegfried's entry into adjoining properties.

#### Exceptions to the Optional Scope of Services

It is understood that the following **are not** included in the optional scope of services:

- Hazardous waste testing, monitoring and contingency plan for both site and building demolition work,
- Phase I Environmental Assessment, Phase II Subsurface Investigation, and asbestos and lead containing material investigation and report,
- Geotechnical monitoring,
- Environmental impact report,
- Permit applications and fees,
- Construction management, inspection, supervision and scheduling,
- Building interior plumbing and fire sprinkler plan,
- Gas, electric and telephone service plans,
- Storm pump and sewage lift stations, and water pressurizing system plans,
- Design of any structural elements,
- Tentative Maps, Parcel Maps, Final Maps and legal descriptions and sketches,
- PUE or right of way dedications,
- Construction staking, and
- QSD/QSP services.

#### IV. Available Documents

The list below is available for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary.  
<http://sunnyvale.ca.gov/Departments/PublicWorks/UtilityMaps.aspx>
- Hendy Avenue Streetscape Plans, including as-built traffic signal at Hendy/Sunnyvale
- Bench marks for vertical control are listed on the City's website:  
<http://sunnyvale.ca.gov/Departments/PublicWorks/BenchMarks,RecordMapsandRecordDrawings.aspx>

- City standard specifications and details are available on the City's website:  
<http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx>

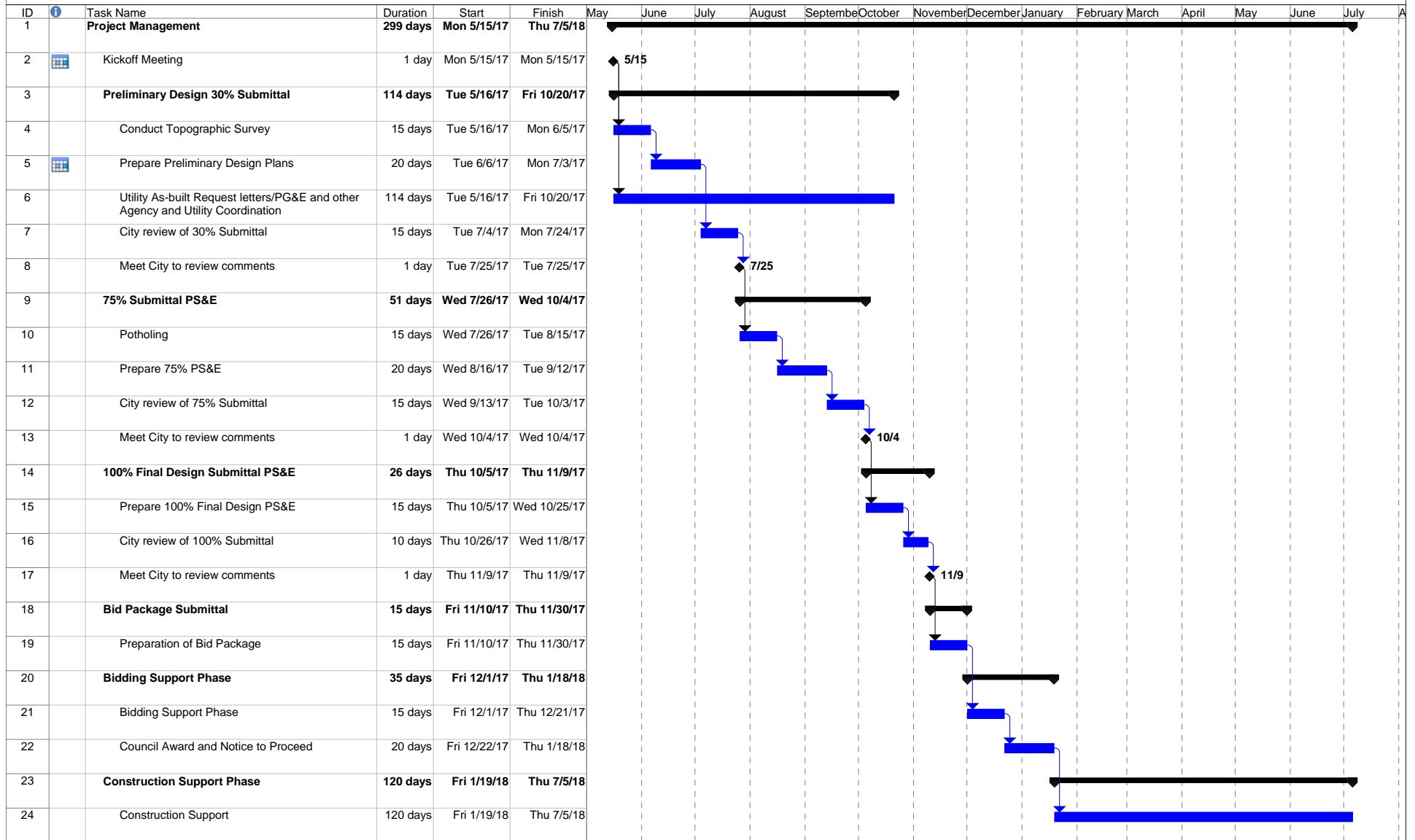
The below information will be provided during design to the consultant.

- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs from 2015 (ArcGIS format)
- City standard plan cover sheet



# EXHIBIT A-1

Traffic Signal Reconstruction at Hendy Ave and Sunnyvale Ave



Project: schedule.mpp  
Date: Tue 4/18/17

Task		Split
Milestone		External Tasks
Summary		Project Summary
Rolled Up Task		Group By Summary
Rolled Up Milestone		Inactive Milestone
Rolled Up Progress		Inactive Summary

	Manual Task
	Duration-only
	Manual Summary Rollup
	Manual Summary
	Start-only
	Finish-only

	External Tasks
	External Milestone
	Progress
	Deadline

Exhibit "B"  
Compensation Schedule

4/20/2017

Tasks		TJKM Labor								ODC	Siegfried		Exaro	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	Survey, Civil PS&E	Other Direct Costs (Siegfried)	Potholing	Total Fee
		Nayan Amin	Ruta Jariwala	Atul Patel	Erik Bjorklund	Rutvij Patel				ODC	Siegfried		Exaro	
		\$250	\$250	\$230	\$165	\$125	\$90				Total Labor Costs		Fee/Hr or LS	
1	Project Management	1		40	-	-	-	41	\$9,450	\$432		\$0	-	\$9,882
2	30 % Design and Topo Survey		1	4	8	30		43	\$6,240	\$200	\$ 13,950	\$0		\$20,390
3	75% Design*		1	16	12	45	4	78	\$11,895	\$200	\$ 8,800	\$0	\$6,644	\$27,539
4	100% Design		1	16	8	36	2	63	\$9,930	\$200	\$ 4,950	\$0		\$15,080
4.1	Signal Timing Plan		4			24		28	\$4,000	\$0				\$4,000
5	Final Submittal		1	8	4	16	1	30	\$4,840	\$200	\$ 1,900	\$0		\$6,940
6	Bid Support			1		8		9	\$1,230	\$0	\$ 480	\$0		\$1,710
7	Construction Support			8	12	40		60	\$8,820	\$200	\$ 980	\$0		\$10,000
	Proposal Subtotal	1	8	93	44	199	7	352	\$56,405	\$1,432	\$ 31,060	\$0	\$6,644	\$95,541
	Optional Services													
A	Traffic Analysis	-	16		-	40	-		\$9,000	\$400	-	-	-	\$9,400
B	Add'l. Potholing (Signal foundations) (3 holes 1'x1'x6')												\$2,906	\$2,906
C	Boundary Determination & Record of Survey										\$ 7,500			\$7,500
	Total Optional Services	0	16	0	0	40	0	0	\$9,000	\$400	\$7,500	\$0	\$2,906	\$19,806
	Total Including Optional Services	1	24	93	44	239	7	352	\$65,405	\$1,832	\$ 38,560	\$0	\$9,550	\$115,347
	Notes:													
1	Potholing signal foundations (3 holes 1'x1'x7')													
2	*5 holes at 1'x1' x 7' depth													

Total+Optional Services	
TJKM (DBE)	\$67,237
Seigfried	\$38,560
Exaro	\$9,550
	\$ 115,347
DBE%	58%

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.