

**Council Meeting: February 12, 2008**

SUBJECT: Award of Request for Proposals No. F0707-06 for Architectural/Engineering and/or Landscape Architect Services for Plaza Del Sol – Phase II

REPORT IN BRIEF

Approval is requested for the award of a contract in the amount of \$816,204 to Royston, Hanamoto, Alley and Abey (RHAA) of San Francisco for consultant services related to the design of Plaza Del Sol – Phase II for the Department of Public Works Engineering Division (Project No. PR-06/01-08).

BACKGROUND

In May 2003, the Sunnyvale City Council approved a phased project approach for construction of a new downtown plaza at 200 West Evelyn Avenue, the southwest corner of West Evelyn Avenue and South Frances Street. The urban plaza was designed and constructed on top of the new underground parking structure of the Mozart Development (Mathilda Place). Amphion Environmental, Inc., of Oakland provided the design for the initial plaza project.

On July 15, 2003, the Council awarded a construction contract to Devcon Construction of Milpitas in the amount of \$5,003,000 for construction of the downtown plaza. The construction of Phase I was completed in 2004 and opened to the public as Plaza Del Sol. The initial construction was scaled back from the original design due to budget considerations. Water features, public restroom facilities, and a scenic overlook were cut from the original schematic design. No final design or construction documents were completed for these items.

In the FY 2007/2008 Approved Budget, a project to design and construct Plaza Del Sol Phase II, originally scheduled for FY 2012-2014, was moved up to FY 2007-2009 to coordinate with new developments in the downtown area and completion of the Sunnyvale Town Center project. It was anticipated that design could move forward in late 2007 and that construction would be completed by mid-2009 when the Sunnyvale Town Center is scheduled to open.

The Plaza Del Sol Phase II construction may include design features left out of the initial project because of budget constraints in Phase I. It will also include some features added because of experience with the initial project, such as additional shade which is needed in summer to make the plaza more attractive to downtown visitors. Also, in 2005, the City Council gave approval of a new memorial to be installed in the Plaza Del Sol for Sunnyvale citizens and City employees who have given their lives on behalf of the City or their country.

With the completion of the Phase II project, it is the City's desire to create through this project a landmark focal point that will attract attention and encourage use by local residents and visitors. The landmark should create a sense-of-place that will identify downtown Sunnyvale and attract people to it. It will be cohesive with the new surrounding developments, yet will stand on its own as a desirable destination. The design will be directed by a team of staff members from the Departments of Public Works, Community Development, and Parks and Recreation with input and direction from the community and the Sunnyvale City Council. Project management and contract administration will be provided by the Department of Public Works.

DISCUSSION

In July 2007, Request for Proposals for the Phase II project (RFP No. F0707-06) was prepared by City staff. The Request for Proposals process was selected because it allows the consideration of consultant evaluation criteria in addition to cost as opposed to an Invitation for Bids which requires award of contract to the lowest responsive and responsible bidder. The RFP package was directly mailed to five local landscape architecture firms and broadcast to other potential consultants through the Onvia DemandStar public procurement network. Thirty-nine consultants requested the RFP documents.

Sealed proposals were publicly opened on August 29, 2007. Four responsive proposals were received:

- Amphion Environmental, Inc., of Oakland
- MPA Design of San Francisco
- Royston Hanamoto, Alley and Abey (RHAA) of San Francisco
- Verde Design of Santa Clara

A selection committee of representatives from the Departments of Community Development, Parks and Recreation, Public Works and the Office of the City Manager reviewed the proposals; and consultant interviews for all four proposers were held on October 15, 2007.

Staff recommends the award of a contract to the firm of Royston, Hanamoto, Alley and Abey (RHAA) because of its responsiveness to the RFP, quality of the project team and project manager, and its approach to the project design that included input from the community and consideration of programming, prior to design, to ensure versatility of use.

After reviewing the proposals and scope of work, staff recognized the need to include work necessary for a successful project, including environmental compliance review, consideration of a small retail space near the proposed restrooms to provide operation and monitoring, waterproofing at modifications, and related work. Additional meeting time was also added to provide review and acceptance of the conceptual plan by the City Council prior to preparing construction documents. These services are included in the contract fee. The

fee also includes an optional provision for a physical model if the City finds it is necessary for communicating the plan at meetings.

The final scope of the proposed contract with RHAA will include conceptual design, design, and development of construction documents. The conceptual design phase will include review of previous design and construction work and will culminate in a design report that will define new amenities for the plaza. It will include review and input from the community and City staff and a public hearing before the Sunnyvale City Council. The design phase will provide plans, specifications, and contract documents for construction of the concept design decisions.

FISCAL IMPACT

Projects costs are as follows:

Professional Design Services	\$709,743
Design Contingency (15%)	<u>\$106,461</u>
Total Cost	\$816,204

Funds in the amount of \$6 million have been appropriated in *Project No. 825581 – Plaza Del Sol – Phase II*.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center, and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of \$709,743, to Royston, Hanamoto, Alley and Abey (RHAA) for consultant services related to the design of Plaza Del Sol – Phase II; and
2. Approve a design contingency in the amount of \$106,461.

Reviewed by:

Mary J. Bradley, Director of Finance
Prepared by: David Gakle, Principal Buyer

Reviewed by:

Marvin Rose
Director of Public Works

Approved by:

Amy Chan
City Manager

Attachment

Draft Consultant Services Agreement

DRAFT

CONSULTANT SERVICES AGREEMENT

**BETWEEN THE CITY OF SUNNYVALE AND ROYSTON, HANAMOTO, ALLEY AND ABEY (RHAA)
FOR
CONSULTANT SERVICES RELATED TO PLAZA DEL SOL – PHASE 2**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and Royston, Hanamoto, Alley and Abey (RHAA), a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to architectural and/or landscape architect services for conceptual design and development of construction documents for the second phase of the Plaza Del Sol; and

WHEREAS, CONSULTANT possesses the skill and professional ability to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from contract execution through September 1, 2009, unless otherwise terminated. Extensions of time shall be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT at the rates shown in Fee Summary A (Exhibit B). Total compensation shall not exceed Seven Hundred Nine Thousand Seven Hundred Forty Three and NO/100 Dollars (\$709,743.00). CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access with reasonable notice to CONSULTANT's working papers, drawings and other documents during progress of the work. All final contract documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project or for services provided and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement. Reuse or unauthorized modification by CITY of such documents for project(s) not the subject for this agreement shall be at CITY'S sole risk.

6. Conflict of Interest

No officer or employee 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.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of the performance of the services described in Exhibit "A", caused to the extent by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY, or of any third party of whom the CITY has control.

11. Insurance

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 endorsements as specified in Exhibit "C".

12. CITY Representative

Chuck Neumayer, Senior Engineer, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Aditya Advani, Principal, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Chuck Neumayer, Senior Engineer
Public Works Engineering Division
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Aditya Advani, Principal
Royston, Hanamoto, Alley and Abey (RHAA)
225 Miller Avenue
Mill Valley, CA 94941

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 or 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 two 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.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

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

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.

17. 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.

18. 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

APPROVED AS TO FORM:

ROYSTON, HANAMOTO, ALLEY AND ABEY (RHAA)
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

City of Sunnyvale Plaza Del Sol Phase 2 Improvements
RHAA Project Scope of Work
January 30, 2008

TASK 1: PROJECT START UP, DATA GATHERING, SITE ANALYSIS

In collaboration with the City, RHAA will establish project goals, objectives and schedule. RHAA and our consultant team will evaluate site conditions, document findings. Suggest to City of contracting separately field survey and tree report.

Subtasks:

- MEETING 1 : Introductions/ Project Start Up Meeting/ Site Visit/ Discus Project Issues & Schedule
- Review existing data, planning documents, review existing reports and studies
- Inventory of existing facilities, analysis of existing plaza design issues
- Prepare opportunities and constraints diagrams
- Project file set up
- Project Management/Team Coordination

Deliverables:

Site Analysis

Opportunities and Constraints Diagrams

TASK 2: SCHEMATIC DESIGN

Develop programming, and conceptual design alternatives and present to the community for feedback. Based on community input we will revise programming and alternatives and present to the Planning Commission/Design Review Board and City Council.

Subtasks:

- Study Precedent Projects - Prepare Image Boards
- Team brainstorm meeting with architect/structural engineer and program consultant
- Set up base map
- Prepare three Conceptual Alternative Plans and Initial Engineering options
- MEETING 2: Meet with City Staff and City Mngr. to review Conceptual Alternative Plans and Program
- Revise Conceptual Alternative Plans based on Staff input
- Create image boards and presentation materials for community meeting
- COMMUNITY MEETING #1: Presentation of Site Analysis, Conceptual Alternatives Plans and Program
- Develop Conceptual Alternatives Plans based on Community input
- Site visit and onsite inspection for placement of new elements
- Prepare Conceptual Alternatives Detail for Shade Structure and Restroom bldg with Architect
- Prepare Conceptual Alternatives Detail for Veteran Memorial
- Prepare Conceptual Alternatives Detail for Fountain/Water Feature
- MEETING 3: Meet with City Staff to review Concept Alternatives Plans and Options for major elements
- Revise Conceptual Alternatives Plans
- Revise Conceptual Alternatives Detail for Shade Structure and Restroom with Architect
- Revise Conceptual Alternatives Detail for Veterans Memorial
- Revise Conceptual Alternatives Detail for Water Feature
- MEETING 4: Meet with City Staff and City Mngr. prior to Planning Comm. or DRB Presentation
- Prepare Conceptual Alternatives Color Renderings / Boards for Commission Presentation
- Prepare perspectives and simulations (3)
- PRESENTATION 1: PARKS & REC. COMMISSION : Present Concept Alternatives Plans and Details
- PRESENTATION 2: CITY COUNCIL : Present Concept Alternatives Plans and Details

Deliverables:

Conceptual Plan Alternatives (3)

Conceptual Plaza Program

Conceptual Alternatives: Shade Structure and Restroom

City of Sunnyvale Plaza Del Sol Phase 2 Improvements
RHAA Project Scope of Work
January 30, 2008

Conceptual Alternatives: Veterans Memorial

Conceptual Alternatives: Fountain/ Water Feature

Schematic Design Plan

Schematic Cost Model

Schematic Plaza Design renderings and simulations (3)

TASK 3: DESIGN DEVELOPMENT

Prepare the design development (30% construction documents) and a detailed cost analysis related to design, construction and operation.

Subtasks:

- MEETING 5: Meet with City Staff to review Meetings input and direction
- Team meeting to kick off design development planning process
- Prepare Design Development Plan, Program and Engineering Solutions
- Prepare Design Development Detail for Shade Structure and Restroom with Architect
- Prepare Design Development Detail for Veteran Memorial
- Prepare Design Development Detail for Fountain/Water Feature
- MEETING 6: Meet with City Staff and City Mngr. to review Preferred Design Development Plan and Program
- MEETING 7: Meet with City and Town and Country Developer
- Revise Preferred DD Plans based on Staff input
- Create image boards and presentation materials for community meeting
- COMMUNITY MEETING #2: Presentation of Preferred Design Development Plan, Details and Program
- Develop Design Development Plan based on Community input
- Field Review Meeting for placement of new elements
- MEETING 7: Meet with City Staff to review Design Development Plan, Details and Program
- Revise Final Design Development Plans
- Revise Final Design Development Detail for Shade Structure and Restroom
- Revise Final Design Development Detail for Veterans Memorial
- Revise Final Design Development Detail for Water Feature
- MEETING 9: Meet with City Staff and City Mngr. prior to Commission and City Council Presentation
- Prepare Final Design Development Color Renderings / Image Boards City Council Presentation
- Prepare Sketch Up Model
- Coordinate with Architect/ Structural Engineer
- Coordinate with Plaza Program Consultant
- Coordinate Cost Estimator
- Coordinate with Fountain Consultant and Electrical and Plumbing Engineer
- PRESENTATION 3 & 4: PARKS & REC. COMM. and ARTS COMM. : DD Plan, Details, Program and Cost
- PRESENTATION 5: CITY COUNCIL : Design Development Plan, Details, Program and Cost
- MEETING 10: Meet with City Staff to review Commission and Council Meetings
- Prepare CD Base Sheets
- Prepare CD Demolition Plans
- Prepare CD Site Layout and Construction Plans
- Prepare CD Site Construction Details
- Prepare CD Site Construction Details - water feature
- Prepare CD Planting Plans
- Prepare CD Irrigation Plans
- Prepare CD Irrigation Details
- Coordinate with Civil Engineer

**City of Sunnyvale Plaza Del Sol Phase 2 Improvements
RHAA Project Scope of Work
January 30, 2008**

Deliverables:

Design Development (DD) Plans as described above

Design Development Details as described above

DD Outline Specifications

DD Cost Model

TASK 4: 60 % CONSTRUCTION DOCUMENTS

Prepare the 60% construction documents and a detailed cost analysis related to design and construction.

Subtasks:

- Prepare CD Base Sheets
- Prepare CD Demolition Plans
- Prepare CD Site Layout and Construction Plans
- Prepare CD Site Construction Details
- Prepare CD Site Construction Details - water feature
- Prepare CD Planting Plans
- Prepare CD Irrigation Plans
- Prepare CD Irrigation Details
- Field Review Meeting
- Coordinate with Civil Engineer
- Coordinate with Program Consultant
- Coordinate with Architect Structural Engineer
- Coordinate with Mechanical and Electrical Engineer
- Coordinate Cost Estimator
- Prepare 60% CD Specifications
- Quality Control / Quality Assurance 60% set
- MEETING 12: Meet with City to review 60% set
- Project Management/Team Coordination

TASK 5: 100 % CONSTRUCTION DOCUMENTS / PERMIT SET

Prepare the 100% construction documents / Permit Set and a detailed cost analysis related to design and construction

Subtasks:

- Prepare CD Base Sheets
- Prepare CD Demolition Plans
- Prepare CD Site Layout and Construction Plans
- Prepare CD Site Construction Details
- Prepare CD Site Construction Details - water feature
- Prepare CD Planting Plans
- Prepare CD Irrigation Plans
- Prepare CD Irrigation Details
- Field Review Meeting
- Coordinate with Civil Engineer
- Coordinate with Program Consultant
- Coordinate with Architect Structural Engineer
- Coordinate with Mechanical and Electrical Engineer
- Coordinate Cost Estimator

City of Sunnyvale Plaza Del Sol Phase 2 Improvements
RHAA Project Scope of Work
January 30, 2008

- **MEETING 12: Meet with City to review 100% set and cost estimate**
- **Revise Dwgs and Cost Estimate for 100% CD set as needed for VE**
- **MEETING 13: Meet with MTC to review final 100% set**
- **Revise Dwgs as necessary and submit Bldg Permit Set**
- **Project Management**

Deliverables:

Construction Document (CD) Plans as described above

Construction Document Details as described above

CD Technical Specifications

CD Cost Model

TASK 6: BID SET AND BID ADMINISTRATION

Finalize drawings and specification and issue a Bid Set and Bid Schedule and respond to Requests for Clarification during the bid period.

Subtasks:

- Respond to Client/ City plan check comments, revise dwgs as necessary
- Finalize all plans and specifications and Issue Bid Set
- Finalize Cost Projection and create Bid Schedule
- Review and comment on bids
- Respond to request for clarifications
- Project Management/Team Coordination

Exclusions/ Assumptions

- 1 Additional meetings beyond those listed will be charged as extra on a T&M basis
- 2 Presentation models not included
- 3 Artist selection/ Coordinate not included

**PLAZA DEL SOL
SUNNYVALE, CALIFORNIA
January 30,2008
PROJECT SCHEDULE**

DESIGN

FEBRUARY 13-OCTOBER 15

Task 1 PROJECT START UP/ BASE MAP -1 WEEK

FEB 13 - 18,2008

1. MEETING 1: Introductions/ Team Site visit/ Discuss Process/ Schedule
2. Review existing data, planning documents, studies and reports
3. Site Reconnaissance, analysis, opportunities and constraints
4. Create Base Map, Issue to team

WeekofFeb 12
WeekofFeb12
WeekofFeb 12
Feb18

Task 2 SCHEMATIC DESIGN - 5 WEEKS

FEB 18 - MAR 25

1. Develop Concept Alternatives
2. MEETING 2: Meet with City Staff/Mngr. to review Alternatives and Program
3. Refine Designs per Staff input
4. Prepare Schematic Level Alternatives and Supportive Presentation Material
5. COMMUNITY MEETING 1: Present Site Analysis, Alternatives and Program
6. MEETING 3: Meet with City Staff for Preferred Plan and Program
7. Prepare Preferred Plan Drawings for Commission Presentation
8. MEETING 4: Meet with City Staff/Mngr. prior to Commission Presentation
9. PRESENTATION 1: PARKS & RECREATION COMMISSION
10. Revise and Prepare Preferred Plan Material for Council Presentation
11. PRESENTATION 2: CITY COUNCIL

Feb 18 - 20
Feb 20, Wednesday
Feb 20 - 26
Feb 20 - 26
Feb 27, Wednesday*
March 5, Wednesday
March 5 - 12
March 10, Monday
March 12, Wednesday*
March 13-25
March 25, Tuesday*

Task 3 DESIGN DEVELOPMENT-10 WEEKS

MARCH 26 -JUNE 4

1. MEETING 5: Meet with City Staff to review Council/Comm. and begin DD
2. Prepare Preferred Plan DD Base Sheet
3. Develop Preferred Plan DD Plans and Details
4. MEETING 6: Meet with City Staff/Mngr and prepare for community meeting
5. MEETING 7: Meet with Town & Country Developer
6. Prepare Preferred Plan DD and Supportive Presentation Material
7. COMMUNITY MEETING 2: Present Preferred Plan DD
8. Prepare DD Cost Model — 2 weeks
9. MEETING 8: Meet with City Staff to discuss Community input
10. Refine DD Design per Staff input
11. MEETING 9: Meet with City Staff prior to Commission/Council
12. Prepare DD Design for Commission /Council meetings
13. PRESENTATION 3& 4: PARKS AND RECREATION COMMISSION and ARTS COMMISSION (May 21?)
14. Revise and Prepare for Council Presentation
15. PRESENTATION 5: CITY COUNCIL
16. MEETING 10: Meet with City staff to review Council / Comm. comments
17. Refine and Issue 100% DD Plans, Specifications and Estimate (PSE)
18. Staff review time - 1week
19. MEETING 11: Meet with City to review DD set

March 26, Wednesday
Mar 26-Apr 2
Mar 25- Apr 16
April 16, Wednesday
April 16, Wednesday
Apr 16-23
April 23, Wednesday*
Apr 23 - May 7
April 30, Wednesday
Apr 30 May 7
May 7, Wednesday
May 7-14

May 14, Wednesday*
May 15-20
May 20, Tuesday*
May 21, Wednesday
May 21-28
May 28-June 4
June 4, Wednesday

Task 4 & 5 CONSTRUCTION DOCUMENTS -15 WEEKS

JUNE 4 - SEPT 17

- | | |
|---|--------------------|
| 1. Develop 60% construction documents | June 4 - 25 |
| 2. Prepare 60% CD cost model — 1 week | June 25- July 2 |
| 3. Team field review meeting | July 2, Wednesday |
| 4. Coordinate and Issue 60% CD PSE | July 2-9 |
| 5. Staff review time -2 weeks | July 9-July 23 |
| 6. MEETING 12: Meet with City to Review 60% CD set | July 23, Wednesday |
| 7. Develop 100% construction documents | July 23-Aug 13 |
| 8. Prepare 100% CD cost model - 1 week | Aug 13- 20 |
| 9. Team field review meeting | Aug 20, Wednesday |
| 10. Coordinate and Issue 100% CD PSE | Aug 20- 27 |
| 11. Staff review time -2 weeks | Aug 27 - Sept 10 |
| 12. MEETING 13: Meet with City to Review 100% CD set | Sept 10, Wednesday |
| 13. Revise dwgs as necessary per comments and cost VE | Sept 10-17 |
| 14. Submit Bldg Permit Set | Sept 17 |

Task 5 BID SET - 4 WEEKS

SEPTEMBER 17 - OCT 15

- | | |
|---|-----------------|
| 1. Staff Review Time — 2 weeks | Sept 17 - Oct 1 |
| 2. Respond to Plan Check Comments/ Revise Dwgs as necessary | Sept 24 - Oct 8 |
| 3. Coordinate Bid Set and Finalize Plans | Sept 24 - Oct 8 |
| 4. Finalize Cost Projection and Bid Schedule | Oct 8-Oct 15 |
| 5. Issue Bid Set | Oct 15 |

BIDDING, NEGOTIATIONS, AWARD OF CONTRACT - 8 WEEKS

OCT 15 - DECEMBER 1,2008

CONSTRUCTION MOBILIZATION - 1 MONTH

DECEMBER 1-JANUARY 2,2009

CONSTRUCTION PERIOD - 6 MONTHS

JANUARY 5-JULY 1

PUNCHLIST ITEMS

JULY 1-AUGUST 31

CONSTRUCTION COMPLETE

SEPTEMBER 1,2009

RHAA Schedule Notes

- * Separate Community Workshops for Plaza Del Sol and business owners Murphy Ave. Streetscape projects. Determine best time of Streetscape stakeholders input. Separate Commission Meetings for Plaza Del Sol and Streetscape. Council presentations of the two projects will be together. (City to confirm).
- Commission meeting presentations before Council meetings.
- Assume Plaza design review by Parks & Recreation Commission and Streetscape by Planning Commission (if necessary).
- Scheduled one Arts Commission meeting, City to determine timing of meeting.
- Scheduled one Town & Country Developer meeting, City to determine timing of meeting.
- City to determine timing of the scheduled (2 each) Commission and Council Presentations.

Council and Commissions Meeting Schedule from City Website

Council: Every Tuesday?
 Planning: 2nd/4th Monday
 Park & Rec.: 2nd Wednesday
 Arts: 3rd Wednesday

Schedule A - Plaza Del Sol, Phase 2 Improvements

EXHIBIT "B"

Royston Hanamoto Alley and Abey
Urban Design / Landscape Architectural Services

FEE SUMMARY A

Revised 1/30/08

	RHAA Landscape Architect	EW Architect. & Structural	MJM Program Consultant	CMS Fountain Consultant	Bellecci Civil Engineering	Mazzetti Elect. & Plumbing	SGH Water- proofing	Cromb Cost Estimator	Hortscience Arborist	RBF Environmental
Schematic Design										
1	Project Set Up & Analysis	\$10,750	\$7,965	-	-	-	-	-	\$3,000	\$18,000
2	Schematic Design	\$58,830	\$22,615	\$18,900	\$13,750	-	-	\$4,500	-	-
	<i>Consultant subtotal SD</i>	\$69,580	\$30,580	\$18,900	\$13,750	-	-	\$4,500	\$3,000	\$18,000
	<i>Estimated Reimbursables</i>	\$7,500								
	<i>Total SD</i>	\$165,810								
Construction Documents										
3	Design Development = 30% CD	\$99,055	\$28,955	-	\$10,313	-	\$7,625	\$6,000	\$5,500	-
4	60% Construction Documents	\$47,660	\$34,970	-	\$10,313	\$12,530	\$7,625	\$9,000	-	-
5	100% Construction Documents	\$69,770	\$37,725	-	\$10,313	\$9,770	\$7,625	\$9,000	\$4,500	-
6	Bid Documents	\$34,450	\$22,660	-	\$10,313	\$4,090	\$7,625	\$5,000	-	-
	<i>Consultant subtotal CD</i>	\$250,935	\$124,310	-	\$41,250	\$26,390	\$30,500	\$29,000	\$10,000	-
	<i>Estimated Reimbursables</i>	\$15,000								
	<i>Total CD</i>	\$527,385								
Fee Summary										
	<i>Consultant total SD and CD</i>	\$320,515	\$154,890	\$18,900	\$55,000	\$26,390	\$30,500	\$29,000	\$14,500	\$3,000
	<i>Estimated Reimbursables</i>	\$22,500								
	TOTAL (SD and CD)	\$693,195								
Optional Services										
1	1. Presentation Physical Model of Arbor structure	\$200	\$4,000	-	-	-	-	-	-	-
2	Digital model for RHAA sketch-up model.	\$200	\$4,000	-	-	-	-	-	-	-
3	Surveying	\$388	-	-	-	\$7,760	-	-	-	-
	<i>Consultant total SD and CD</i>	\$788	\$8,000	-	-	\$7,760	-	-	-	-
	OPTIONAL SERVICES TOTAL	\$16,548								
	GRAND TOTAL (w/ Optional Services)	\$709,743								
Construction Support Services - Fee Summary										
	team estimate (25% base fees):	\$146,750								
	team estimate (25% optional fees):	\$4,000								
	CONSTRUCTION SUPPORT SERVICES TOTAL	\$150,750								

EXHIBIT "C" INSURANCE REQUIREMENTS

CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONSULTANT shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

CONSULTANT shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONSULTANT, CITY, its officials, officers, directors, employees and agents from claims to the extent caused by the professional services performed under the contract, whether such services are performed by CONSULTANT or employees, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The Commercial General Liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONSULTANT's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy shall include contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- CITY must be named as additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.