

**Council Meeting: April 1, 2008****SUBJECT: Award of a Contract to Develop Design and Prepare Construction Documents for Streetscape Improvements and Utility Rehabilitation on Murphy Avenue (F0701-67)****REPORT IN BRIEF**

Approval is requested for the award of a contract in the amount of \$786,551 to Royston Hanamoto Alley & Abey (RHAA) of Mill Valley for design services and construction documents for Murphy Avenue Streetscape Improvements and utility rehabilitation and the approval of a contingency in the amount of \$78,655 for the Department of Public Works Engineering Division.

BACKGROUND

This project will implement the Murphy Avenue Streetscape Plan that was approved by the City Council on November 22, 2005, RTC 05-351. The City of Sunnyvale has been pre-approved for up to \$1,300,000 in grant funding for the Murphy Avenue Streetscape project from the Metropolitan Transportation Commission (MTC), Transportation for Livable Communities (TLC) Grant Program. The City Council accepted this grant on July 24, 2007, RTC 07-263. The purpose of the MTC TLC Program is to support community-based transportation projects that bring new vibrancy to downtown areas, commercial cores, neighborhoods, and transit corridors, by enhancing them and making them places where people want to live, work, and visit. With the additional funds, the Capital Improvement Project for Downtown Murphy Avenue Streetscape Rehabilitation (826810) now totals \$4,302,344.

The first part of the proposed project is to continue the revitalization of the 100 Block of South Murphy Avenue, located in Sunnyvale's Downtown area, east of Plaza Del Sol and south of the Sunnyvale Multimodal station. This block, also known as Historic Murphy Avenue, has undergone one chapter of revitalization from a remnant of a historic downtown to a vital commercial area. The goal of this project is to integrate this vestige of Sunnyvale's historic downtown and commercial/entertainment district with the Sunnyvale Multimodal Station and the redeveloped Town Center mall site, as well as to create a showcase environment for the rest of downtown. The secondary goal of the project is to create a collaborative and inclusive planning process amongst the stakeholders of Murphy Ave.

The second part of the proposed project is utility rehabilitation, which will replace the aging sanitary sewer and water line infrastructure in Murphy Street. Capital

Improvement Project 827080 provides for the replacement of 1,260 linear feet (615 linear feet on Murphy and 645 linear feet on Evelyn Avenue) of 8" diameter sanitary sewer main and 51 service connections. This line has been in service for approximately 50 years and it requires considerable maintenance for prevention of stoppages and backups in Murphy Avenue. The line will be upsized to meet future demands of the Town Center and other downtown developments and will provide for installation of grease interceptors. Although initially not a part of the project, it is the staff recommendation that the 6" cast iron water main in Murphy Avenue and its lateral connections to buildings also be replaced. Reconstruction of these major utilities will greatly reduce the necessity of making future repairs through the newly completed streetscape surfaces. Included in the total cost (not including contingency) of this design contract is approximately \$21,165 to design the replacement of the water lines and approximately \$78,800 to design the replacement of the sewer lines.

DISCUSSION

Request for Proposals No. F0701-67 for design and construction documents for the Murphy Avenue Streetscape Plan and utility replacement was developed by Public Works and Purchasing staff. The Request for Proposals (RFP) process was selected because, unlike an Invitation for Bids, it allows for consideration of factors in addition to cost during proposal evaluation. In this instance, staff determined that proposals would be evaluated, based upon the following criteria:

- Background, experience, and commitment of the Project Manager
- Proposed scope of services
- Firm qualifications, experience, references, and overall qualifications of the project team
- Project management plan and schedule
- Staffing allocations to the project tasks
- Firm background and organization
- Responsiveness to the RFP
- Oral presentation

The RFP was mailed directly to seven Bay Area design firms and broadcast to other potential consultants through the Onvia DemandStar public procurement network. Thirty-six (36) consultants requested the RFP documents.

Sealed proposals were publicly opened on February 20, 2008. Two responsive proposals were received:

- Royston Hanamoto Alley & Abey, of Mill Valley
- Ruggeri-Jensen-Azar (RJA) Engineers, of Gilroy

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The project timelines required by the City and detailed in the Request for Proposals were very aggressive and may have contributed to the low number of proposals received. The Purchasing Office received letters from several firms declining to propose based on the level of resources required to meet the timelines.

An evaluation committee representing the Departments of Community Development and Public Works reviewed the proposals, and consultant interviews for the two proposers were held on March 7, 2008. The committee felt the RHAA proposal had the most complete scope of services for the project, including specialty subconsultants for horticulture (arborist), cost estimating, environmental compliance, geotechnical services and a fountain design specialist. Additionally, the RHAA proposal provided meetings with the Metropolitan Transportation Agency for four mandatory reviews, and meetings with the business community, staff, City Manager, Parks and Recreation Commission and Council. The RHAA proposal also addressed the temporary access design for local Murphy Avenue Businesses.

The scope of work for the streetscape improvements and utility rehabilitation has been negotiated for a complete scope of final design services, and will include environmental and hazardous material mitigation and permit documentation, as well as post design services and construction assistance. Also included are scheduled meetings with the downtown community and a design presentation to Council. Optional items in the RHAA proposal that will be included in the contract are breezeway and sidewalk enhancements and repair at Sunnyvale Avenue, and retaining walls for basements.

FISCAL IMPACT

Project costs are as follows:

Design and construction support fees	\$687,456
Optional design services:	
1) Breezeway enhancements	\$56,695
2) Sidewalk enhancements	\$20,360
3) Retaining walls for basements	<u>\$22,040</u>
Design subtotals	\$786,551
Design contingency (10%)	<u>\$78,655</u>
Total cost	<u>\$865,206</u>

Funds for design and construction of the Downtown Murphy Avenue Streetscape Rehabilitation and utilities project are available in Public Works Capital Projects 826810 (Murphy Avenue Enhancements Phase 2), 827080 (Sewer Line Improvements), and 825451 (City-wide Water Line Replacement).

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Total costs for this project, including contingency will be distributed as follows:

826810 – Murphy Avenue Enhancement - \$762,926
827080 – Sewer Line Improvement - \$79,000
825451 – City-wide Water Line Replacement - \$23,280

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, in the amount of \$786,551 to Royston Hanamoto Alley & Abey (RHAA) for design services and construction documents for Murphy Avenue Streetscape Improvements and Utility Rehabilitation; and
2. Approve a design contingency in the amount of \$78,655.

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

Attachments

Draft Consultant Services Agreement

DRAFT
CONSULTANT SERVICES AGREEMENT
BETWEEN CITY OF SUNNYVALE AND ROYSTON HANAMOTO
ALLEY & ABEY (RHAA) TO DEVELOP DESIGN AND PREPARE
CONSTRUCTION DOCUMENTS FOR STREETScape, WATER AND
SANITARY SEWER LINES ON MURPHY STREET

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ROYSTON HANAMOTO ALLEY & ABEY (RHAA) ("CONSULTANT").

WHEREAS, CITY desires to secure professional services to develop a design and prepare construction documents for streetscape, water and sanitary sewer lines on Murphy Street in the City of Sunnyvale, California; 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 Aditya Advani 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. Compensation shall be for Design Fee Total, and Optional items: Breezeway Enhancements, Sidewalk Enhancements and Retaining Walls for Basements. In no event shall the total amount of compensation payable under this agreement exceed the sum of Seven Hundred Eighty Six Thousand Five Hundred Fifty One and NO/100 Dollars (\$786,551) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and

reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.6), 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 shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: Chuck Neumayer
 Project Manager
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: ROYSTON HANAMOTO ALLEY & ABEY (RHAA)
 Attn: Aditya Advani
 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, 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 certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

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

23. Records, Reports and Documentation

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

24. Termination of Agreement

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

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

ROYSTON HANAMOTO ALLEY &
ABEY (RHAA)
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

MURPHY AVENUE REHABILITATION

NARRATIVE

Project Understanding

The City of Sunnyvale is pursuing Streetscape Revitalization and Water and Utility Line Rehabilitation along the 100 block of Murphy Avenue in downtown Sunnyvale. The goal of the project is to integrate the Historic Murphy District with Sunnyvale's new Multimodal Station, the redeveloped Town Center Mall, and to create a vibrant, pedestrian friendly commercial environment—reinforcing the 100 block of the street as the “main street” heart of downtown Sunnyvale.

The revitalization program for Murphy Avenue shall follow the requirements of grants received through the Metropolitan Transportation Commissions (MTC) Transportation for Livable Communities (TLC) and the Valley Transportation Agency (VTA). The principles and objectives promoted by the TLC Capital Program such as; providing transportation choices, pedestrian linkages, and the integration of transportation and land use, are the foundation on which the Murphy Avenue Streetscape design is based. It is our understanding that input from business owners, residents, and focus group members is in alignment with these principles as well.

In addition to the provision of pedestrian and vehicular improvements and the enhancement of physical and visual connections to other downtown components, the project will include replacement and rehabilitation of underground utilities along the corridor. Opportunities to consolidate utility vaults and boxes will also be explored. Utility box and grease trap layouts, and the water line and sanitary sewer replacement will be coordinated and combined with the streetscape improvements in a single construction document package..

It is essential that the project proceeds with minimal disruption to neighboring businesses and residents. To this end we will collaborate closely with the city, business owners, and neighboring developers throughout the design and construction process. Construction sequencing and preparation of temporary access details will be integrated into the construction documents providing schedule efficiency and ongoing business operations. RHAA's strong leadership and project experience combined with the experience of our team of professional consultants will assure the city's aggressive schedule is facilitated, and the final product delivered on time and on budget.

Context

Downtown Sunnyvale is in the midst of a major transformation, and the revitalization of Murphy Avenue is an integral piece in the process. While Murphy Avenue is currently a popular destination, the street feels isolated with poor pedestrian connections and street paving, planting and furnishings degraded.

The project aims to enhance physical and visual pedestrian connections between downtown transit facilities, the Plaza del Sol, and future mixed-use and high-density residential developments such as the Town Center Mall and Town and Country redevelopments. Furthermore, the project will revitalize the streetscape of Historic Murphy Avenue ensuring that the street will remain a vibrant destination hosting a diversity of local, independent businesses and providing space for community events such as the Saturday morning Farmers' Markets and the Wednesday night Music and Market. The implementation of this project is crucial in establishing a pedestrian-friendly and economically sustainable downtown well-served by transit.

Project Approach

As part of a well-attended public process, RHAA and the City of Sunnyvale staff organized public workshops on site that welcomed property owners, residents, and focus groups to participate in the process of planning and redesigning for the Historic Murphy District. The design review process reached a consensus, and the resulting master plan identified the Murphy Avenue Public Right of Way Final Plan as the preferred alternative.

Our approach will follow on the heels of this successful public process and refine the streetscape plan. The design envisions a large pedestrian dominated promenade, but is open to traffic throughout the year (with the exception of current street closings that coincide with Saturday morning farmers' markets and Wednesday Music and Market events throughout the summer). This will be achieved with new paving materials extending across the street from building façade to building facade, and through the Washington and Evelyn intersections.

MURPHY AVENUE REHABILITATION

NARRATIVE

Design refinements will include resolving paving patterns and details to create a more pedestrian scale and texture. The pattern will be accented at the raised centralized pedestrian plaza, which would be flush with sidewalk grade. The paving design will be coordinated with tree preservation, storm water infiltration planter elements, lighting, gateway elements at the intersections with Evelyn and Washington, and new site furniture throughout the corridor. The resulting flexible streetscape will encourage a host of vibrant activities throughout the year, creating a comfortable, unique, and inviting downtown.

Design Execution

As the project proceeds into detailed design, the team will document and coordinate all items; from every sewer lateral clean out to understanding the location of tree roots, in developing a design that can be implemented according to the construction documents. We anticipate submittal meetings with the MTC in reviewing the work for conformance. The underground utility replacements and surface treatment improvements require accurate drawings, and a high level of coordination between RHAA and the civil and electrical engineers. Other consultants provide essential information in guiding, developing and detailing the construction documents. The design must be detailed well with a sound, durable end product.

Team Expertise

Our team of professional consultants, is particularly qualified for this project. We have a wealth of experience creating and re-making special urban spaces and we understand the significant contributions that a well designed and constructed streetscape environment can have. Our portfolio includes successful, high profile urban design projects such as parks, plazas, streetscapes, retail centers, and transit centers, each with a unique signature look. Past urban design, streetscape, and civic projects in the Bay Area include San Francisco's Union Square, Berkeley's Telegraph Avenue, San Jose's Santana Row, Sunnyvale's Murphy Avenue Streetscape Master Plan, 5th Street and Civic Plaza San Jose and Cal Berkeley's Memorial Stadium. Murphy Avenue is an important public space for the community of Sunnyvale and we welcome the opportunity to facilitate its success as the heart of downtown.

MURPHY AVENUE REHABILITATION

SCOPE OF SERVICES

MANAGEMENT PLAN

RHAA will dedicate the following team to the Murphy Streetscape project:

- **Aditya Advani**, Principal in Charge,
- **James Ingels**, Project Manager
- **Nathan Lozier**, Assistant Project Manager
- **Scott Wilkinson**, Job Captain
- **Craig Hanchett**, Technical Principal

Aditya Advani will be responsible for overall project direction. James Ingels will assist Aditya and manage the project on a day to day basis. Assisting James will be Nathan Lozier, and Scott Wilkinson will be job captain directing production of drawings and coordinating the work of the consultant team. Craig Hanchett will contribute to technical detailing and provide quality assurance. This team will be kept together throughout the project, ensuring efficient communication and continuity with the City of Sunnyvale and RHAA's sub consultants.

Given the aggressive schedule, it is essential that the consultant team and the City staff are tightly coordinated so that the construction documents can be finished efficiently and with adequate review. In addition to meeting with our sub-consultants independently, RHAA will hold coordination meetings with the entire consultant team and relevant City staff. These meetings will allow everyone to keep informed and share issues that may affect other members of the group. RHAA will track all outstanding project issues, questions, and responsibilities with a consolidated coordination list which will also serve as a record of client comments and responses.

At the end of the Design Development phase, the consultant team will initiate the construction document process by incorporating all elements of the project into a package of drawings and specifications. At each submittal, (60%, 90%, 100%, bid) RHAA will provide the City with a review set of drawings, specifications, and cost estimates. In a cooperative effort between the City and the design team, City suggested improvements will be carefully evaluated for adherence to project goals, cost, scope and schedule prior to proceeding to the next design phase.

SCOPE OF SERVICES

TASK 1: DESIGN DEVELOPMENT (30% Construction Document Submittal)

While we are referring to the first step as Design Development, it will be considered the 30% Construction Document submittal. This phase will involve a critical study of the previously developed master plan, and the recently created survey of Murphy Avenue. RHAA and critical members of the design team will refine the design of the preferred corridor plan from the 2006 master planning process. The focus at this stage will be on developing details, relationships and materials. Based on the site survey provided by Bellecci and Associates, RHAA will facilitate the creation of a base map and coordinate with the civil engineer in establishing the paving approach and creating preliminary sections. The complexity of the project with its specific criteria, diverse stakeholders, and critical construction phasing issues, requires careful attention to recognize, identify and address all of these concerns in the early stages of the project. A project's success can be most affected in the preliminary stages of design.

The goal for this phase of the design process will be to achieve approval on the refinement of the preferred alternative design. During this phase RHAA will prepare presentation graphics that will describe a more fully realized and coordinated design direction including; layout, materials and detailing of paving, drainage and storm water mitigation concepts, tree preservation, proposed planting and site furnishings, and gateway elements. We will work closely with city staff and involve necessary sub consultants in developing plans and details to support the design. Based on feedback from city staff, RHAA will refine the graphics and create boards to be presented for feedback to the appropriate government committee.

MURPHY AVENUE REHABILITATION

SCOPE OF SERVICES

A package of drawings, outline specifications, and a preliminary cost estimate (30% CD submittal), will also be assembled and issued to city staff for distribution and further review. After hearing comments and receiving approval on the design direction, we will begin to further develop the design in preparation for the next phase of the construction documents.

Subtasks:

- MEETING 1: Introductions/ Project Start Up meeting/ Discuss Issues and schedule
- Site Reconnaissance
- Review existing data, planning documents, studies and reports
- Create base map and transmit to sub consultants
- Team coordination / brainstorm meeting with Civil Engineer
- Develop and refine preferred alternative (from Master Plan)
- Site visit and onsite inspection for placement of new elements
- Paving design and layout, research materials and develop details
- Develop preliminary fine grading plan for pedestrian areas (coordinate w/ overall grading/drainage plan by Civil)
- Research and develop infiltration planter strategy for Murphy Ave. in coordinate with Civil Engineer
- Develop Schematic Cross sections along Murphy Ave. and coordinate with Civil Engineer
- Develop Plans and Details for Evelyn and Washington Pylon Monuments (intersection by civil)
- Develop Plans and Details for Pedestrian Access to Plaza del Sol with Civil Engineer
- MEETING 2: In-Progress Coordination and input from City Staff
- Consultant coordination meeting
- Field Review Meeting for placement of new plan elements
- Develop Details for Fountain and coordinate with Fountain Consultant
- Develop sidewalk paving repair strategy within existing curbs at back side of Murphy Ave. buildings
- Pedestrian enhancements and repair at Sunnysvale Ave and portions of Frances Street
- Coordinate with Cost Estimator
- MEETING 3: Meet with City Staff prior to Planning Commission/ City Council Presentation
- Revise Design Development Plans based on Staff input
- Finalize Plan Renderings and Materials Boards for Planning Commission and City Council Presentation
- Finalize perspectives and simulations (2)
- Prepare image boards (paving, furniture, lighting etc.) and presentation materials for presentation
- PRESENTATION 1: Present Design Development Plans and Details to appropriate committee
- MEETING 4: w/ City Staff to Review and Coordinate Presentation Comments
- MEETING5: MTC review and comments
- Coordinate and prepare Design Development Plans, details, outline specifications, and cost estimate (30% CD)
- Issue 100% DD Plans, details, outline specifications, and cost estimate (equivalent to 30% CD submittal)

TASK 2: 60 % CONSTRUCTION DOCUMENTS

For the 60% CD set, it is our intent to present a comprehensive and overall view of the project elements to a design level where the vision of the project can be fully defined and confirmed. Prior to completing the 60% design documents, the design team will conduct site investigations. All components of the final design drawings, specifications and estimate will be included during the 60% stage. The complete document package at this stage will identify any conflicting and missing information. The review will focus on ensuring that the plan elements are clearly delineated. The different project sheets and documents including; plans, details, specifications, and a detailed cost estimate will present the design in a common manner with no contradictions or variances for the City's review.

MURPHY AVENUE REHABILITATION

SCOPE OF SERVICES

Subtasks:

- Prepare CD Base Sheets
- MEETING 6: w/ City staff to review 30% CD set and MTC comments
- Coordinate and Prepare 60% Construction Documents (plans, details, specifications, and cost estimate)
- MEETING 7: MTC review and comments
- Issue 60% Construction Documents (plans, details, specifications, and cost estimate)

TASK 3: 90 % CONSTRUCTION DOCUMENTS

During the 90% stage, the design team will focus on resolving and incorporating all design comments resulting from the 60% submittal review. All gaps in the design caused by late-coming changes and policy decisions will be specifically targeted for immediate resolution. Prior to completing the 90% design documents, the design team will conduct additional site investigations and coordination meetings. It is crucial that the design team is confident that existing conditions are depicted accurately at this stage.

Subtasks:

- Update and Re-issue CD Base Map to Sub Consultants
- MEETING 8: w/ City Staff to review 60% CD set and MTC comments
- Coordinate and Prepare 90% Construction Documents (plans, details, specifications, and cost estimate)
- MEETING 9: MTC review and comments
- Issue 90% Construction Documents (plans, details, specifications, and cost estimate)

TASK 4: 100 % CONSTRUCTION DOCUMENTS / BID SET

Upon receiving final review comments from the City we will incorporate or resolve any remaining comments received as a result of the 90% submittal. The 100% Construction Documents (plans, details, specifications, and a detailed cost analysis related to design and construction) will serve as the Permit Set. After any changes required by the Plan Check process we will prepare final Bid Set documents as well as a finalized cost projection and Bid Schedule.

Subtasks:

- Update and Re-issue CD Base Map to Sub Consultants
- MEETING 10: w/ City Staff to review 90% CD set and MTC comments
- Prepare 100% Construction Documents (plans, details, specifications, and cost estimate)
- Issue 100% Construction Documents (plans, details, specifications, and cost estimate)
- MEETING 11: w/ MTC to review final 100% set
- MEETING 12: w/ City Staff to review 100% CD set
- Respond to Client/ City plan check comments; revise drawings as necessary
- Finalize all plans and specifications and Issue Bid Set (plans, details, specifications, and cost estimate)
- Finalize Cost Projection and create Bid Schedule

MURPHY AVENUE REHABILITATION

SCOPE OF SERVICES

TASK 5: BIDDING AND CONSTRUCTION SUPPORT SERVICES

RHAA will coordinate and provide all necessary post design services to the city during the bidding and contract award phase and through the construction phase of the projects.

Subtasks:

- MEETING 13: Pre-Bid Conference
- Respond to bidder inquiries and preparation of addenda
- Review and respond to Requests for Information
- Submittal review and approvals
- Pre-Construction meeting
- Construction coordination meetings (6)
- Field reviews (4)
- Prepare and submit final As-constructed Plans.

Exclusions/ Assumptions

- Total of four MTC meeting included with one at each submittal milestone.
- Per RFP, only one presentation allocated, additional presentations and workshops can be negotiated as City requires.
- Additional meetings beyond those listed will be charged as extra on a T&M basis.
- Presentation models not included.
- Artist selection and any coordination or provision of public art not included.
- Water feature design concept is similar in size and scale to existing fountain.

BASE SCOPE ITEMS

BS1. Murphy Ave streetscape and sidewalk improvement; and utility replacements.

Sidewalk improvements consist of modification of existing sidewalk layout and replacement of existing sidewalk paving with concrete unit pavers. Additional enhancements include new curb and gutter, possible new roadway paving treatments, street furnishings, new fountain feature, new lighting, new planter urns, new tree grates, and replacement of the irrigation system. Cost includes demolition work and drainage improvements. Replace 615 LF of sanitary sewer and water main between Washington and Evelyn.

BS2. Sanitary sewer replacement at Evelyn Avenue between Murphy and Sunnyvale Ave.

Replace 645 LF of sanitary sewer.

BS3a & BS3b. Intersections of Murphy Avenue at Evelyn & Washington*

Remove AC paving, CB drain grates, curb and gutters; modify drains and grates along Murphy Avenue; and install:

- Pedestrian paving through intersections (interlocking pavers including subgrade, base rock and edge concrete bands)
- ADA-accessible curbs and gutters
- At-grade crosswalk safety lighting features
- Four gateway columns with lights

* Washington intersection improvements may depend on design direction from the development to the south.

BS4a. Pedestrian walkways in existing parking lot for access to Plaza Del Sol

Reconfigure parking layout; install pedestrian walkways striping through parking lot; and install ADA-accessible curbs and gutters.

BS4b. Mid block crossing of Frances St. to Plaza Del Sol

Install at-grade crosswalk safety lighting at existing crossing.

BS5. Intersection at Frances Street and Evelyn Ave

At Frances/Evelyn intersection, install at-grade crosswalk safety lighting features, paving throughout intersection, and ADA-accessible curbs and gutters.

BS6. Water Feature at Murphy Avenue sidewalk

Design and engineering of a small water feature at the Breezeway entrance on the west side of Murphy Ave.

OPTIONAL SCOPE ITEMS

OS1. Breezeways improvements

Demolition of existing breezeway roofs, waterproofing and daylighting, entrance trellis structures and replacement of existing paving with unit pavers.

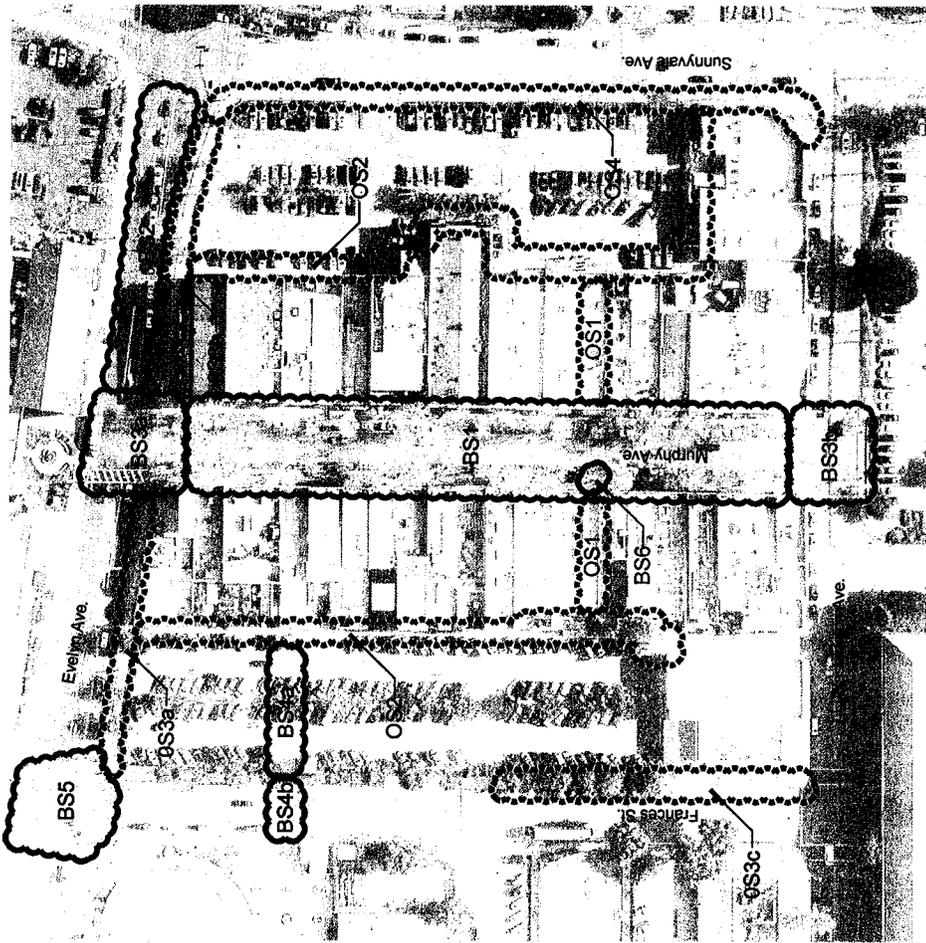
OS2. Sidewalk paving repair improvements within existing curbs, lighting along back face of the buildings at Murphy Avenue.

OS3a, OS3b & OS3c. Historic lighting at south side of Evelyn Avenue and portion of Frances St.

OS4. Sidewalk enhancement and repair within existing curbs at Sunnyvale Avenue **

Increase sidewalk width, new landscaping between sidewalk and parking, and historic lighting.

** May require additional traffic study and roadway configurations by civil.



WORK AREA LIMITS PLAN

Scale N.T.S.



PROJECT SCHEDULE

Murphy Avenue Streetscape Revitalization Project

March 2008	April 2008	May 2008	June 2008	July 2008	August 2008	September 2008	October 2008	November 2008	December 2008
<p>Task 1 - Design Development (30% Submittal)</p> <p>M1 M2 M3 M4 M5</p> <p>Deliverables: Design Development (DD) Plans Design Development Details and Graphics Outline Specifications 30% Cost Model</p>									
<p>Task 2 - CD's (60% Submittal)</p> <p>M6 M7</p> <p>Deliverables: 60% CD Plans 60% CD Details and Graphics 60% Specifications 60% Cost Model</p>									
<p>Task 3 - CD's (90% Submittal)</p> <p>M8 M9</p> <p>Deliverables: 90% CD Plans 90% CD Details and Graphics 90% Specifications 90% Cost Model</p>									
<p>Task 3 - CD's (100% Submittal & Bid Set)</p> <p>M10 M11 M12</p> <p>Deliverables: 100% CD Plans 100% CD Details and Graphics 100% Specifications Final Cost Model Bid Set Bid Specifications</p>									
<p>Task 1a - Environmental Documentation</p> <p>M1 M2 M3 M4 M5</p> <p>Deliverables: CEQA Addendum NEPA Documentation CEQA Notice of Exemption</p>									
<p>Bidding & Contract Award</p> <p>M13</p>									

MEETING & PRESENTATION LEGEND

- M1 Meeting 1: Kick-Off Meeting
- M2 Meeting 2: In-progress Coordination and Input from City Staff
- M3 Meeting 3: w/ City Staff, prior to Presentation # 1 for Input
- M4 Meeting 4: w/ City Staff to review and coordinate Pres. Comments
- M5 Meeting 5: MTC review and comments (60%)
- M6 Meeting 6: w/ City Staff to Review 30% CD set and MTC comments
- M7 Meeting 7: MTC review and comments (60%)
- M8 Meeting 8: w/ City Staff to Review 60% CD set and MTC comments
- M9 Meeting 9: MTC review and comments (60%)
- M10 Meeting 10: w/ City Staff to Review 90% CD set and MTC comments
- M11 Meeting 11: w/ MTC to review final 100% set
- M12 Meeting 12: w/ City Staff to Review 100% CD set and MTC comments
- M13 Meeting 13: Pre-Bid Conference
- P1 Presentation # 1: Planning Commission

Murphy Avenue Streetscape Improvements & Utility Replacement

EXHIBIT "B"

Royston Hanamoto Alley and Abeysinghe
Urban Design / Landscape Architectural Services Fee Proposal Summary
2/20/2008

RHAA (prime) Landscape Architect	Bellecci & Assoc Civil	Endres-Ware Architect & Structural	Mazzetti Electrical & Plumbing	Hort-Science Arborist	Cromb Estimator	RBF Env. Consultant	Kleinfelder Geotechnical Engineer	CMS Fountain Consultant	Square Peg Sign Design	SGH Water- proofing
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DESIGN DEVELOPMENT (30% CD Submittal)

Consultant subtotal 30% CD	\$80,110
Estimated Reimbursables	\$3,700
Total 30% CD	\$207,535

60% CONSTRUCTION DOCUMENTS

Consultant subtotal 60% CD	\$51,300
Estimated Reimbursables	\$5,600
Total 60% CD	\$162,605

90% CONSTRUCTION DOCUMENTS

Consultant subtotal 90% CD	\$41,320
Estimated Reimbursables	\$5,600
Total 90% CD	\$145,105

100% CONSTRUCTION DOCUMENTS and BID SET

Consultant subtotal 100% CD & Bid	\$44,230
Estimated Reimbursables	\$11,400
Total 100% CD & Bid	\$110,195

BIDDING AND CONSTRUCTION SUPPORT SERVICES

Consultant subtotal bidding & construction support	\$23,370
Estimated Reimbursables	\$3,700
Total bidding & construction support	\$62,016

FEE SUMMARY

Consultant subtotal 30% CD thru Construction Support	\$240,330
Estimated Reimbursables	\$30,000
DESIGN FEE TOTAL (30% CD thru Construction Support)	\$687,456

\$56,955	\$3,020	\$12,000	\$3,000	\$2,250	\$24,000	\$16,500	\$2,500	\$3,500	-
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\$84,070	\$4,075	\$8,000	-	\$2,250	-	-	\$5,750	\$1,560	-
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\$66,280	\$3,325	\$12,000	-	\$6,500	-	-	\$8,000	\$2,080	-
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\$36,845	\$2,410	\$2,000	-	\$6,000	-	-	\$5,750	\$1,560	-
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\$20,240	\$2,566	\$6,000	-	-	-	-	\$4,400	\$1,740	-
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\$264,390	\$15,396	\$40,000	\$3,000	\$17,000	\$24,000	\$16,500	\$26,400	\$10,440	-
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Murphy Avenue Streetscape Improvements & Utility Replacement

Royston Hanamoto Alley and Abey
Urban Design / Landscape Architectural Services Fee Proposal Summary
2/20/2008

RHAA (prime) Landscape Architect	Bellecci & Endres-Ware Assoc Civil Architect & Structural	Mazzetti Electrical & Plumbing	Hort- Science Arborist	Cromb Estimator	RBF Env. Consultant	Kleinfelder Geotechnical Engineer	CMS Fountain Consultant	Square Peg Sign Design	SGH Water- proofing
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OPTIONAL SERVICES

1	Breezeway daylighting, waterproofing, entrance trellis, paving replacement	\$10,195	\$20,000	\$1,500					\$25,000
2	Sidewalk paving repair and lighting back face of bldgs. Murphy Ave.	\$4,185		\$3,000					
3	Historic Lighting portions of Evelyn and Frances	\$1,720		\$2,500					
4	Sidewalk enhancements and repair at Sunnyvale Ave.	\$8,035	\$9,825	\$2,500					
5	SWPPP min-guidelines (erosion control included in base fee)	-	\$5,520						
6	Retaining walls for basements	-	\$19,040						
7	Move utilities(PGE, tel&data) boxes to utility strip	-	\$18,000						\$3,000
	<i>Consultant subtotal Optional</i>	\$24,135	\$52,385	\$20,000	\$9,500				\$3,000
	<i>Estimated Reimbursables</i>	\$5,000							
	Total optional services	\$139,020							

EXHIBIT "C"
INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the Agreement 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 CONSULTANT, its 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 for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to 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 CITY. CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of 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 CITY, its officers, officials, employees, agents or volunteers.
4. 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 CITY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY.

Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements effecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.