

**Council Meeting: March 23, 2010****SUBJECT: Award of Sunnyvale Works! Contract for the Design of the Morse Avenue Neighborhood Park (F0903-81)****BACKGROUND**

This project provides for the development of a 6.53 acre parcel on Morse Avenue as a neighborhood park. The property was initially purchased for park land in 1990 but was not developed as such due to funding issues and the lack of residential development in the area. Since that time residential development has increased sufficiently to support a neighborhood park. Additionally, the Parks of the Future Study, adopted by Council in 2009, supported the need for a park in this area.

The property is currently leased for private industrial use (Fair Oaks Industrial Park), consisting of several structures, parking lots and related improvements. Staff is in the process of evaluating the site for the presence of hazardous materials, which if found will be abated/remediated to residential standards. In order to further facilitate the process of developing a neighborhood park, staff recommends approval of a design contract to SSA Landscape Architects in an amount not-to-exceed \$339,235. Staff also recommends approval of a 10% project contingency in the amount of \$33,924.

**DISCUSSION**

The proposed design contract for this project was developed in conjunction with the pre-qualification process established at the outset of the **Sunnyvale Works!** public works program. The Morse Avenue Neighborhood Park Design Scope of Work (Project No. SVW-011) was sent to the ten (10) firms pre-qualified for Parks projects. Five responsive proposals were received as follows:

SSA Landscape Architects, of Santa Cruz  
Callander Associates, of San Jose  
Royston Hanamoto Alley & Abey (RHAA), of Mill Valley  
Verde Design, of Santa Clara  
Bellinger Foster Steinmetz, of Palo Alto

The proposals were reviewed by an evaluation committee consisting of representatives from Purchasing, Public Works/Engineering and the Parks Division. Proposals were rated and scored on completeness, quality of proposal and project understanding. SSA Landscape Architects rated the highest in

combined total points from the evaluation committee. Their original proposal for design services was \$420,393, but negotiations with the evaluation committee reduced that amount to \$339,235.

Based on the information presented above, staff recommends award of contract to SSA Landscape Architects, Inc.

In conjunction with the overall park development plans, a Phase One Environmental Site Assessment was conducted by the URS Corporation in June 2009, and a Phase Two Site Assessment has just been initiated by Erler & Kalinowski, Inc. of Burlingame in the amount of \$52,500 (under the City Manager's contract award authority). The Phase One study was a historical perspective on the site, reviewing land use prior to construction of the industrial park, tenant history, assessment of the activities of nearby companies, archaeological review, and a list of environmental considerations for more detailed evaluation. The Phase Two study will include multiple borings on site and sampling and testing of the buildings, parking lot and adjacent soils for lead, asbestos, pesticides, heavy metals and other toxics as well as indications of archaeological specimens. The Phase Two study is scheduled to take nine weeks. The park design process can run concurrently with the Phase Two study.

#### **FISCAL IMPACT**

The total cost of design is estimated to be \$373,159. This includes the design contract of \$339,235 plus a 10% contingency in the amount of \$33,924. Approximately \$285,875 is available in FY 2009/2010 funding for this purpose in capital project 808352 (Morse Avenue Neighborhood Park Development). An additional \$1.06 million is budgeted in FY 2010/2011, a portion of which will be used to fund the remainder of the design contract. Total budgeted project costs including design and environmental review, demolition and construction are approximately \$4.1 million. Park Dedication Fees provide 100% of total project funding.

#### **PUBLIC CONTACT**

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

**RECOMMENDATION**

It is recommended that Council:

1. Award a contract to SSA Landscape Architects, Inc., in substantially the same form as the attached draft Consultant Services Agreement and in an amount not to exceed \$339,235, for the Design of the Morse Avenue Neighborhood Park; and
2. Approve a project contingency in the amount of \$33,924.

Reviewed by:

Mary J. Bradley, Director, Finance

Prepared by: Pete Gonda, Senior Management Analyst, Finance

Reviewed by:

David Lewis, Director, Community Services

Reviewed by:

Marvin Rose, Director, Public Works

Approved by:

Gary M. Luebbers, City Manager

**Attachments**

- A. Draft Consultant Services Agreement

**ATTACHMENT A  
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND SSA  
LANDSCAPE ARCHITECTS, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES  
FOR MORSE AVENUE NEIGHBORHOOD PARK DEVELOPMENT**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SSA LANDSCAPE ARCHITECTS, INC. ("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 Morse Avenue Neighborhood Park Development; 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 Steve Sutherland 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 Three Hundred Thirty Nine Thousand Two Hundred Thirty Five and No/100 Dollars (\$339,235.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for

work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law, 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 negligent act, error, omission or negligence 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 or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY:                      Manny Kadkhodayan, Senior Engineer  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT:        SSA LANDSCAPE ARCHITECTS, INC.  
Attn: Steve Sutherland  
303 Potrero Street, Suite 40-C  
Santa Cruz, CA 95060-2778

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 after written notification of failure to pay.

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

receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

SSA LANDSCAPE ARCHITECTS, INC.  
("CONSULTANT")

By \_\_\_\_\_

APPROVED AS TO FORM:

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

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

By \_\_\_\_\_

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

## EXHIBIT "A"

### COORDINATION AND DESIGN SERVICES for MORSE PARK

#### A. PROJECT UNDERSTANDING

This scope of work is based on the City of Sunnyvale Public Works Scope of Work document dated 1/7/10. The scope of this Project includes multiple phases of work which will lead to the design and construction of a new 5.3 acre neighborhood park on an existing industrial site. The current park budget is estimated at \$4.1 million, part of which may be grant funded and is anticipated to open to the public early 2012.

SSA Landscape Architects, Inc. (hereafter referred to as SSA) will serve as the Lead Consultant and will be the primary contact for the City of Sunnyvale (hereafter referred to as the CITY). SSA will collaborate with the CITY, and the consultant project team consisting of the following firms:

**Ifland Engineers**(Ifland)-Civil and Structural Engineering and Surveyors (City Pre-qualified Civil engineer, Surveying SOQ enclosed for City review)

**Treadwell and Rollo (T & R)**– Geotechnical Engineer (a full SOQ is under City review from the On-call RFP however a shortened version SOQ is enclosed for the City reference and review)

**ESA Associates (ESA)**- Biological Services, CEQA and EIR reports (SOQ enclosed for the City review)

**Aurum** – Electrical Engineer (City Pre-qualified engineer as part of the SSA consultant team)

Together the project team will prepare conceptual, design development and construction documents for the Project based on input from the CITY. ESA Associates will prepare all CEQA, NEPA and EIR reports as necessary based on the findings during the Phase 2 Environmental Study that the CITY will provide. Ifland Engineers will prepare the site preparation package with direction from SSA and remediation recommendations from the Phase 2 Environmental report and findings from ESA Associates. SSA, Ifland Engineers and Aurum will also prepare bid drawings and specifications with special provisions for public bidding, bid support and construction administration services under this scope of work. We are proposing the site preparation package phase begin after the conceptual in case some existing features are worked into the design and need to remain on site.

Currently the City is requesting separate proposals for a Phase 2 Environmental Study report to take place for the project site which once complete will be used during the following Design scope of work to complete the required CEQA and EIR reports. It is assumed that the Phase 2 Environmental Study will provide an evaluation of the site for presence of hazardous materials and recommendations for remediation and demolition of existing contaminated structures. For purposes of the below scope, we have assumed that there is no site contamination. If this is not the case, a separate scope of work and fee will be submitted to remediate the site prior to construction.

With respect to stormwater management the redevelopment of the Morse Park site provides a wonderful opportunity to blend LEED principles in landscape and engineering design to improve both stormwater quantity and quality. Presently, the site is virtually 100% impervious with several buildings and associated paved drive aisles and on-site parking. Visual observation suggests little, if any, stormwater runoff is detained and/or treated prior to discharge from the site to the public storm drain system in Morse Avenue. The increase in runoff stemming from the site development in addition to sediments and chemical contaminants may be passing unfiltered from the site. Redeveloping the site provides an excellent opportunity to incorporate Low Impact Development approaches to stormwater management.

Our project team has experience in designing and obtaining permits for projects incorporating such mitigation measures as pervious concrete, permeable asphalt paving, bioswales, raingardens, cisterns for irrigation, detention and groundwater recharge. Any or most of these techniques may be deemed suitable for the park development and would be part of our team's conceptual design alternatives to be discussed with and reviewed by city staff. In turn, the city has an opportunity to use Morse Park as a showcase of its commitment to redeveloping land with an eye toward practical environmental design principles.

As the design develops and park elements are determined it is possible that the scope of work below could change significantly. These variables include at a minimum the amount of electrical, mechanical, structural and civil engineering, architecture, on site or off site infrastructure and utilities, site remediation and other specific design elements that have not been nor can be identified at the time of writing this scope of work. In this scope of work it is anticipated that all site buildings will be prefabricated buildings and will require only coordination by this consultant team. Architectural, mechanical engineering, hazmat and art consultants will be provided under an amendment to this agreement or contracted by the CITY if necessary.

## B. KEY STAFF

The following Key staff from SSA have just completed projects and are available to work on the Morse Park Project:

- Steve Sutherland, Principal
- Alison Hobbs, Sr. Project Manager
- Megan Blencowe, Project Manager

## C. TIME SCHEDULE

The below work schedule is based on the assumption that the Award of the Design Contract will occur on March 1, 2010.

### Phase One

Conceptual direction meeting with City	March 2010
First Community Workshop	March 2010 (1 week)
Conceptual Plans	April 2010 (1 month)
Environmental Clearance	April – November 2010
Second Community Workshop	May 2010 (1 week)
Prepare for PRC and City Council meetings	May 2010 (2 weeks)
PRC public meeting on concept approval of Park I	May 2010
PRC public meeting on concept approval of Park II	June 2010
City Council public meeting on concept approval of Park I	June 2010
City Council public meeting on concept approval of Park II	July 2010

### Phase 2

Site Preparation Design Development	July 2010 (1 month)
Site Design Development	July 2010 (2 months)

### Phase 3

Site Preparation Construction Documents	August 2010 (1 -2 months)
Site Design Construction Documents	September 2010 (3 months)

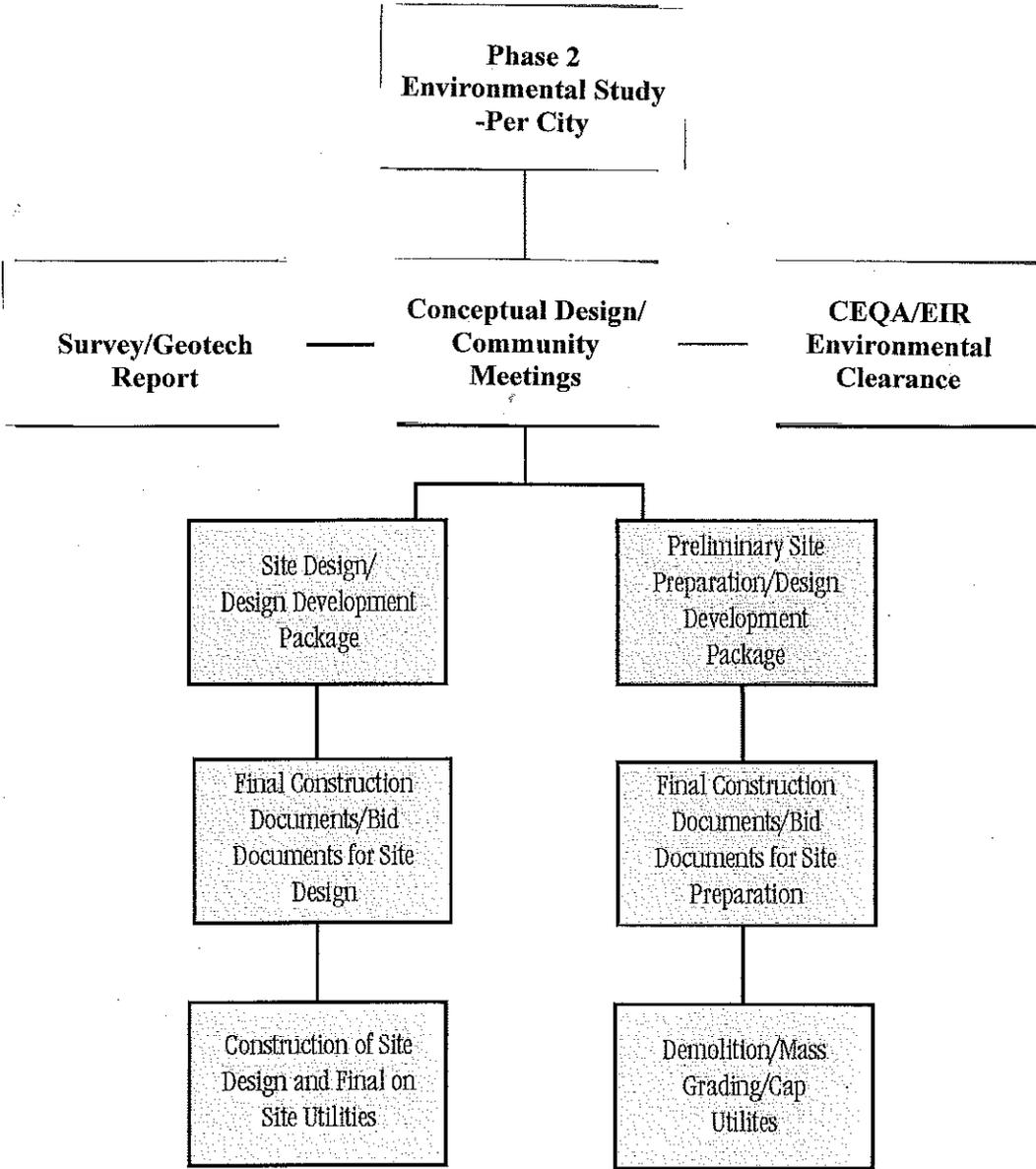
### Phase 4

Bidding Site Preparation	October 2010 (45 Days)
Bidding Site Design	December 2010 (45 Days)

### Phase 5

Start of Construction Site Preparation	Mid November 2010 (1-2 months)
Start of Construction Site Design	Mid January 2011 (3-6 months)

Below is a flow chart of how we propose the sequencing of major tasks to develop.



**D. SCOPE OF WORK**

**Phase One – Environmental Clearance / Conceptual Design**

Phase One scope assumes that the environmental clearance task and conceptual design task will occur concurrently in order for each task to respond to each other and to keep the project schedule efficient.

SSA will provide support for ESA to determine the appropriate level and scope of environmental documents required under CEQA and NEPA, in coordination with the City of Sunnyvale (City) and appropriate regulatory agencies. This scope of work assumes the CEQA compliance document will be an Initial Study/Mitigated Negative Declaration (IS/MND) and that NEPA

compliance can be achieved with an Environmental Assessment (EA). This scope also assumes that these compliance efforts will be developed at the same time and will result in a joint document. This level of effort may be modified after initial investigations have been completed and regulatory agencies consulted.

SSA will develop three conceptual plans based on ideas and feedback gathered from public community meetings, the City and Morse Park Neighborhood Association. The goal of this phase is to gain environmental clearance and to gain City Council approval for a conceptual plan that addresses the needs and desires of all stake holders.

### Task One – Analysis, Budget Development, Programming and First Community Workshop, Environmental Reports

- a. **Base Map** – Prepare base map from material collected from the CITY such as any existing aerial photo, limited topographic survey and boundary maps. Conduct additional field surveying to verify existing map information. Survey to include all existing utilities, above ground structures, bldg. footprints and FFE, existing trees and their size, boundary information, easements if any, and paving.
- b. **Project Team Kick-off meeting and Site Analysis Site Visit** – Team and Staff to visit the site to assess features such as existing trees, parking, site access and circulation, storm drainage and utilities and identify opportunities and constraints.
- c. **Prepare a graphic analysis map** communicating the same information for use in CITY meeting and public workshops below.
- d. **CITY Meeting** - Meet with CITY staff to review initial program ideas for the park; discuss potential strategy for schedule, sequencing or phasing related to budget; review the existing conditions and discuss any special requirements. Discuss other design and maintenance related issues with CITY staff and identify desires, needs, opportunities, and constraints for the park in one meeting. In collaboration with CITY develop a program and agenda for the first community workshop.
- e. **Geotechnical Report** -Treadwell and Rollo to review seismic hazards of the site, drill seven shallow 5'-10' borings on site, coordinate with Underground Service Alert and prepare Geotechnical report. Report to include:
  - i. soil and groundwater conditions at the site
  - ii. the most appropriate foundation type(s) for buildings
  - iii. site seismicity and seismic hazards, including potential for fault rupture, ground shaking, liquefaction, lateral spreading and seismically induced settlements
  - iv. light pole foundations
  - v. pavement design criteria
  - vi. site preparation and grading, including criteria for fill quality and compaction
  - vii. site grading related to demolition of existing buildings
  - viii. 2007 California Building Code (CBC) soil profile type and near-source factors
  - ix. corrosion potential of near-surface soil
  - x. construction considerations.
- f. **First Community Workshop**- Facilitate and conduct preliminary community workshops. Three (3) preliminary workshops will be held, all with the same agenda but at varying days and times to offer an opportunity for all members of the community to be involved. During this workshop the goal will be to explain the process that the CITY is embarking on for Morse Park, describe the anticipated schedule for all projects, and gather input from the community about what they'd like to see in the park as far as

program elements. Depending on the size of the workshop, we may break into smaller groups to encourage a comfortable, open atmosphere for sharing ideas and then reconvene to discuss as a group all the ideas and feedback from the community. Comments will be recorded on flip charts.

- g. **Meeting Notes** - Prepare report from community workshop and deliver to CITY for posting on City website or publishing and distribution through mail.
- h. **Draft Project Description** - ESA will incorporate specific project information developed by the City and SSA into a project description in accordance with CEQA and NEPA. Additional information necessary for the project description may include: type of equipment, truck trip estimates, disturbance (staging) areas, disposal location, and, implementation schedule. This scope assumes that at least one round of public review will have been completed prior to completion of this task. ESA will work closely with SSA and City staff to develop a draft project description that clearly describes in text and figures the proposed project. This scope also assumes that for purposes of NEPA three alternatives will be described in this project description and in the subsequent environmental documents.
- i. ESA to submit a draft project description to SSA and City for review and comments. The draft project description will provide the foundation for the Initial Study impact analysis.
- j. **SSA and City to review draft project description.** SSA to consolidate comments and distribute to ESA for revisions.
- k. **Prepare Initial Study** - Based on the project description, ESA will prepare an Initial Study (IS). The Administrative Draft IS will identify potential environmental issues and provide a preliminary assessment of potential impact significance. ESA will complete the CEQA environmental checklist addressing all issues and explaining why there could or could not be a significant impact in each issue area, based on the available information sources. The IS will include a Project Background and Purpose, a Project Description, the Environmental Checklist, an explanation of the checklist, and References and Sources. It will contain appropriate graphics showing project locations.

ESA anticipates important issues for this IS include (but are not limited to):

- An accurate and complete project description that includes proposed project elements and their locations;
- The resolution of hazardous materials (incorporation of results of the Phase 2 Study);
- The visual quality of the project and vicinity;
- Potential impacts to local traffic and circulation; and
- Potential noise impacts on residential neighborhood.

It is expected that the project would have no impact or a less than significant impact on:

- Potential agricultural resources;
- Exposure to odors;
- The loss of mineral resources;
- The displacement of housing or people; and
- Public services.

If the Department chooses to share this draft with other entities (i.e., regulatory agencies), comments from the various entities shall be consolidated into one set of non-contradictory comments for review and revision. ESA will prepare an initial Administrative Draft IS, and following City review will respond to City comments with a Final Draft IS. This document will be used to inform the decision regarding the appropriate environmental document.

- l. Administrative Draft MND/EA-** ESA and the Project Team will prepare environmental analyses to determine the potential impacts of the proposed project and to identify appropriate feasible mitigation measures. The completion of the environmental investigations will include the review of available, relevant site-specific data and results of site reconnaissance. Conclusions identified in the environmental investigations will be developed from independent analyses prepared by ESA. ESA will prepare an initial Administrative Draft MND/EA, and following City review will respond to City comments with a Final Draft MND/EA. ESA will prepare the Notice of Preparation (NOP) and Notice of Intent (NOI) but this scope assumes the City will be responsible for publishing both Notices.

The setting section, or affected environment, will describe the environment in the study area “as it exists before the commencement of the project,” that is, at the time the NOP and NOI are published. The setting will be presented from site-specific, local, citywide, and/or subregional perspectives, as appropriate to each environmental topic.

The environmental effects of the proposed project will be presented under each topic of analysis and will be defined as changes from the environmental setting that are attributable to the project. The setting and impact discussions will emphasize the use of graphics in depicting setting, constraints, opportunities, and impact-related data.

The mitigation discussion will be presented by environmental topic and any significant environmental effects of the mitigation measures will also be identified. The mitigation measures will be presented in the form of directives (i.e., “shalls”) to facilitate their conversion to conditions of project or alternative approval, unless otherwise requested by City staff.

- m. Publish Draft MND/EA -** Upon the City’s approval, ESA will produce and submit a public draft of the MND/EA. This scope assumes distribution to the State Clearinghouse, involved federal agencies, and affected local agencies. However, the scope assumes that the City will send to others including all interested members of the public. ESA will provide the City with electronic versions of the environmental document, in Word and as a PDF, for distribution.

ESA will also prepare required public notices, including the Notice of Completion (to be bound with the Draft EIR) and the Notice of Availability. The City will be responsible for the posting and publication of such notices.

- n. Public Review of Draft MND/EA-** The budget assumes that the ESA Project Manager, and other key members of the Project Team as appropriate, will attend a minimum of public hearing on the Draft document to be held during the public review period. ESA staff will be available to attend additional hearings on a time-and-materials basis at the City’s request.
- o. Prepare Final MND/EA-** At the conclusion of the public review period for the Draft MND/EA, ESA, SSA, and City staff will meet to review and discuss the comments received and establish the appropriate approach for preparing specific responses to comments. ESA will prepare each comment letter for publication in the Administrative Final MND/EA (i.e., designate individual comments using a logical alpha-numeric system). If the public comments raise issues not previously within the scope of work, ESA will consult with City staff to determine any appropriate adjustment to the scope of work. The Administrative Final MND/EA will contain the comments, responses to comments, and changes to the Draft MND/EA in a single document. ESA will prepare an initial Administrative Final MND/EA IS, and following City review (one consolidated set of non-contradictory comments) will respond to City comments with a Final MND/EA.
- p. Prepare NOD/FONSI-** Upon certification of the Final MND/EA and approval of the project by the City, ESA will prepare and submit a Notice of Determination (NOD), as required by CEQA and a Finding of No Significant Impact (FONSI) as required by NEPA.

## Task Two – Conceptual Plans & Second Community Workshop

- a. **Conceptual Plans** -Prepare (3)conceptual plans based on base map prepared in Preliminary Design phase, CITY and community program input, budget, site opportunities and constraints and construction schedule. Images and sketches will be used to support the design intent of the conceptual plans.
- b. **Cost Estimates** – Prepare a preliminary estimate of construction cost. The cost estimate would be broken down into areas of work similar to what anticipated phases may be, if necessary. These preliminary cost estimates will carry a general dollar amount for site preparation and rough grading at this stage and will include a 20-year maintenance plus operations cost.
- c. **Schedule** - Prepare Gantt chart schedule based on project goals and program
- d. **CITY Meeting** –Meet with CITY staff to review Conceptual plans and cost estimate and updated schedule. Develop agenda, and strategy for second community workshop.
- e. **Revise Conceptual Plans** – Based on CITY feedback revise plans in preparation for second community workshops.
- f. **Second Community Workshop**- Assist the CITY in advertising and notifying the community for the second workshops. This work shop will be to present the CITY reviewed conceptual plans and sketches to the community. The goal will be to have the community vote on which conceptual plan they prefer and provide feedback on elements within different plans. Begin workshop with an introduction reviewing the process for the entire Master Plan and remind the community of when they will have the opportunity to be involved in the design and decision making process. Present each plan and their accompanying sketches. Break into an open review period where the community may walk around to stations displaying each plan and review them up close. Each station will have an SSA team member to help answer questions and record comments on flip charts. The community shall have an opportunity to vote on which plan is their preferred by placing sticky dots on the desired plan. The second workshop will be concluded by coming together and reviewing the comments collected at each station and discussing with all of the attendees with the goal of working towards consensus on a preferred concept.
- g. **Meeting Notes** - Prepare a report of the discussions, ideas and comments gathered during the second workshops and the final consensus for the preparation of the Master Plan. Deliver this report to the CITY for distribution and posting.
- h. **Parks & Recreation Commission Meeting #1** – Present Conceptual plans to the Parks and Recreation Commission. Share the feedback gathered in the second community workshop with the Commission. Gather the Commissions feedback and come to a consensus on which plan to further develop.
- i. **Revise Conceptual Plan**- Revise preferred plan to incorporate the community and the commission's feedback. Update cost estimate. Prepare documents for second CITY Council meeting. Documents include:
  - i. Illustrative plan view for the entire park
  - ii. Overlay indicating potential phasing
  - iii. Enlarged plan views of key areas
  - iv. 3-D renderings
  - v. Key illustrative sections and elevations

These documents will be published in color in bound booklet format, electronically and full size drawing mounted on foam core boards for display.

- j. **Parks & Recreation Commission Meeting #2** – Present revised conceptual plan and cost estimate to the Commission for final approval.
- k. **CITY Council Meeting #1** - Present Conceptual plan to the CITY council and gather feedback.
- l. **Revise Conceptual Plan**
- m. **CITY Council Meeting #2** - Present revised conceptual plan to the CITY council for final approval.
- n. **PowerPoint** – Prepare a PowerPoint presentation for the CITY's use. The PowerPoint will include all conceptual plans, and their related sketches or renderings, a chart of community program desires, cost estimates, project schedules and other relevant information.
- o. **Coordinate with CITY staff and sub-consultants** throughout this task as necessary via email and phone.

## Phase Two – Design Development (DD)

The intent during this phase is to have two drawing sets, Site Preparation Set and Site Design Set, being worked on concurrently, with the Site Preparation Set being fast-tracked ahead of the Site Design Set, so that it will be ready to go out to bid and demolition and rough grading can start prior to the Site Design going out to bid. This shall reduce the Site Design costs and open the bidding up to a larger group of contractors since there will be no hazardous remediation involved in this latter set. For the purpose of the Scope of Work, these drawings sets have been broken into two different tasks.

### Task One - Site Preparation Documents

- a. **Project Team meeting** – (1) one meeting at SSA office. Meeting agenda to kick off design development phase and go over conceptual design. Distribute necessary drawings and reports.
- b. **Site Preparation DD set** - Ifland Engineers to prepare 60% DD construction set and preliminary technical specification for the site preparation based on the approved conceptual plan from Conceptual Design phase, the CEQA and EIR reports and Phase 2 Environmental Study provided by CITY.

Drawings and documents will include:

- i. Cover
  - ii. Existing Conditions Plan
  - iii. SWPPP (Erosion Control and Storm Water Prevention Plan)
  - iv. Demolition Plan (including location of capped utilities for future proposed utilities)
  - v. Remediation Plan
  - vi. Rough Grading Plan
  - vii. Technical Specifications
  - viii. Updated Cost Estimate
  - ix. Updated Schedule
- c. **Collect sub-consultants 60% Site Preparation Documents and Specifications** and assemble project manual for review with CITY.
  - d. **Conduct in-house plan check**-at the 60% submittal and redline one set for use during the 95% Construction Document Phase. Distribute redlined comments to each subconsultant.
  - e. **Submittal** –Publish (5) sets 60% DD documents as well as an electronic copy and submit to CITY for review and comments.

- f. Review the 60% PS&E with CITY in one meeting on the site with the plan set to identify any conflicts or issues.
- g. SSA to provide coordination between all sub-consultants during this phase.

## Task Two - Site Design Documents

- a. Site Design DD set – SSA to prepare 60% DD construction set and preliminary technical specifications for overall park site design based on the approved conceptual plan from the Conceptual Design phase.

Drawings will include:

- i. Cover
  - ii. Existing Conditions Plan
  - iii. SWPPP (Erosion Control and Storm Water Prevention Plan)
  - iv. Site Utilities Plan (dry and wet excluding electrical)
  - v. Electrical Site plan, details and load calculations
  - vi. Site Plan with Materials and Finishes Schedule
  - vii. Layout Plan
  - viii. Prefabricated Building Plan (provided by vendor)
  - ix. Planting Plan
  - x. Irrigation Plan
  - xi. Construction, Planting and Irrigation Details
  - xii. Technical Specifications related to the above
  - xiii. Updated Cost Estimate
  - xiv. Updated Schedule
- b. Design site features such as public art component, playgrounds, event areas or special plazas, restrooms, maintenance buildings, based on agreed upon program during the Conceptual Design Phase.
  - c. Select site furniture and amenities options.
  - d. Prepare a graphic exhibit of options to present to the CITY for review, selection and approval.
  - e. Collect sub-consultants 60% Design Development Documents and Specifications and assemble project manual for the park for review with CITY.
  - f. Conduct in-house plan check at the 60% submittal and redline one set for use during the 99% Construction Document Phase. Distribute redlined comments to each subconsultant.
  - g. Meetings- Meet with CITY and consultant team up to two times during the preparation of the Design Development drawings. Meet with consultant team to review coordination and interfacing and provide direction to sub-consultants.
  - h. Submittal –Publish (5) sets 60% DD documents as well as an electronic copy and submit to CITY for review and comments.
  - i. Review the 60% PS&E with CITY in one meeting on the site with the plan set to identify any conflicts or issues.
  - j. SSA to provide coordination between all sub-consultants during this phase.

### Phase Three –Construction Documents

The timeline of these two Construction Documents will be different in order to meet the City's expectations of having the Site Preparation out to bid and under construction by the time the Site Design Documents go out to bid.

#### Task One - Site Preparation Documents

- a. Prepare 99% Site Preparation Construction Documents-Based on CITY comments from the Design Development Phase begin the preparation of Construction Documents. Plans include the same as the DD set.
- b. Coordinate with CITY and sub-consultant team throughout the development of Construction Documents.
- c. Conduct in-house plan check at the 99% submittal and incorporate corrections and pickups into the final submittal. Design to meet all applicable law, regulations, City Standards, CEQA, NEPA and other applicable requirements.
- d. Distribute redline comments to sub-consultant team for incorporation into 99% submittal.
- e. Collect all sub-consultant 99% packages and incorporate into complete project set and plot reproduce plan sets as required by CITY.
- f. Submittal –Publish (5) sets 99% CD documents (3-full & 2-half) as well as an electronic copy and submit to CITY for review and comments.

#### Task Two - Site Design Documents

- a. Prepare 99% Site Design Construction Documents-Based on CITY comments from the Design Development Phase begin the preparation of Construction Documents. Plans include the same as the DD set.
- b. Coordinate with CITY and project team throughout the development of Construction Documents.
- c. Conduct in-house plan check at the 99% submittal and incorporate corrections and pickups into the final submittal. Design to meet all applicable law, regulations, City Standards, CEQA, NEPA and other applicable requirements.
- d. Distribute redline comments to sub-consultant team for incorporation into 99% submittal.
- e. Collect all sub-consultant 99% packages and incorporate into complete project set and plot reproduce plan sets as required by CITY.
- f. Submittal –Publish (5) sets 99% CD documents (3-full & 2-half) as well as an electronic copy and submit to CITY for review and comments.
- g. Revise CD documents based on CITY comments and resubmit revised plans with written description of response
- h. Meet with project team to review comments from CITY and provide directives to prepare the 100% project submittal.
- i. Visit site with 99% Construction Documents to verify layout, construction detailing, and interfacing with existing elements such as utilities and other features with project team.
- j. Incorporate final corrections and modifications based on field visit.
- k. Collect all sub-consultant 100% submittal packages and prepare complete 100% package for Bid.

- l. Coordinate with consultant team on final documents.
- m. Update final Cost Estimate.
- n. Update project schedule.
- o. Deliver one set of plans via email in PDF and AutoCAD formats.
- p. Collect, review and revise City's special provisions and conditions and incorporate into the project manual.
- q. Meet up to two times with CITY during the preparation of final Construction Documents.

#### Phase Four –Bid Phase

- a. Prepare Bid documents for the CITY's use:
  - i Bid Plans
  - ii Bid Project Manual – City's front end bid instructions, standard provisions, revised special conditions
  - iii Bid Schedule
  - iv Engineer's Construction Cost Estimate
  - v Construction time period recommendation
  - vi List of all submittals
  - vii List of information available to bidders with disclaimer
- b. Attend one pre-bid meeting and walkthrough. Prepare pre-bid meeting minutes and distribute to bidders and City.
- c. Provide clarification and addenda throughout bid period.
- d. Review bids with CITY and provide recommendation for award.

#### Phase Five –Construction Administration

- a. Attend (1) one pre-construction meeting.
- b. Provide plan clarification and responses to RFIs throughout the construction period as requested by the CITY.
- c. Attend (1) one site construction meeting as necessary.
- d. Provide (1) one field review as necessary.
- e. Review submittals, shop drawings, and provide written approval, rejection, or correction directives.
- f. Review proposed substitutions for conformance to drawings and technical specs, if any.
- g. Review and RFQ's/CCo's and make recommendations to the City if necessary.
- h. Prepare AutoCAD as-built drawings from contractor provided marked up plans. SSA will deliver electronic copies of the As-Built files to the CITY. SSA does not warrant the accuracy of information provided by the contractor but will review in the field for above ground features.
- i. Perform one pre-final acceptance walk-through and prepare punch list, if necessary.
- j. Conduct final acceptance walk-through and provide written report of conditions or any warranty work that may be necessary.

### Additional Services

SSA may provide additional services, as requested in advance by CLIENT. Additional services will be negotiated separately based on the billing rates contained in the attached “SSA Rate Schedule”. Additional services may include, but are not limited to:

1. 3D Renderings
2. Providing cost estimating or value engineering other than those described within this Scope of Work
3. Attendance at any meetings not listed above
4. Additive or deductive alternates beyond what is provided for in the Scope of Work
5. Any other service not described within this Scope of Work

### Services to be Provided by the CLIENT

1. All Project related drawings, surveys and reports, including, but not limited to, those requested in this Scope of Work
2. CLIENT review, comment and directives as requested by SSA
3. Procurement of any subconsultant that may be identified as necessary during the Project
4. Submittal to any necessary agencies for review and approval, including to the OWNER

### Morse Park Proposed Schedule City of Sunnyvale

ID	Task Name	Duration	Start	Finish	Predecessors	2nd Quarter				3rd Quarter				4th Quarter				1st Quarter				2nd Quarter				3rd Quarter				4th Quarter			
						Mar '10	Apr '10	May '10	Jun '10	Jul '10	Aug '10	Sep '10	Oct '10	Nov '10	Dec '10	Jan '11	Feb '11	Mar '11	Apr '11	May '11	Jun '11	Jul '11	Aug '11	Sep '11	Oct '11	Nov '11	Dec '11	Jan '12	Feb '12	Mar '12	Apr '12	May '12	Jun '12
1	<b>Phase One - Conceptual Design</b>	179 days	Wed 3/24/10	Mon 11/29/10		[Gantt bar from 3/24/10 to 11/29/10]																											
2	<b>Task One: Analysis, Budget Development, Programming, First Community Workshop and Environmental Clearance</b>	179 days	Wed 3/24/10	Mon 11/29/10		[Gantt bar from 3/24/10 to 11/29/10]																											
3	Review Phase 2 Environmental report and distribute	4 days	Wed 3/24/10	Mon 3/29/10		[Task bar]																											
4	Prepare Hazmat Report	10 days	Tue 3/30/10	Mon 4/12/10	3	[Task bar]																											
5	Approval of Hazmat Plan by SF Air Board	10 days	Tue 4/13/10	Mon 4/26/10	4	[Task bar]																											
6	Prepare Base Map	2 days	Tue 4/27/10	Wed 4/28/10	5	[Task bar]																											
7	Kick off meeting / Site Visit	1 day	Thu 4/29/10	Thu 4/29/10	6	[Task bar]																											
8	Prepare Graphic Analysis Map	2 days	Fri 4/30/10	Mon 5/3/10	7	[Task bar]																											
9	CITY Meeting	1 day	Tue 5/4/10	Tue 5/4/10	8	[Task bar]																											
10	Prepare for Community WS #1	10 days	Wed 5/5/10	Tue 5/18/10	9	[Task bar]																											
11	Conduct Community WS #1 (3 times)	5 days	Wed 5/19/10	Tue 5/25/10	10	[Task bar]																											
12	Prepare Community WS #1 notes and distribute	1 day	Wed 5/26/10	Wed 5/26/10	11	[Task bar]																											
13	Provide support to ESA for preliminary reports	1 day	Thu 5/27/10	Thu 5/27/10	12	[Task bar]																											
14	Attend Public hearing for the review of draft MND/EA	1 day	Fri 5/28/10	Fri 5/28/10	13	[Task bar]																											
15	Environmental Clearance	173 days	Thu 4/1/10	Mon 11/29/10	3FS-4 days	[Gantt bar from 4/1/10 to 11/29/10]																											
16	<b>Task Two: Conceptual Plans &amp; Second Community Workshop</b>	94 days	Mon 5/31/10	Thu 10/7/10		[Gantt bar from 5/31/10 to 10/7/10]																											
17	Prepare (3) Conceptual Plans	10 days	Mon 5/31/10	Fri 6/11/10	14	[Task bar]																											
18	Prepare (3) Cost Estimates for above plans	3 days	Mon 6/14/10	Wed 6/16/10	17	[Task bar]																											
19	Prepare (1) Project Schedule	1 day	Mon 6/14/10	Mon 6/14/10	17	[Task bar]																											
20	CITY Meeting (review Plans)	10 days	Tue 6/15/10	Mon 6/28/10	19	[Task bar]																											
21	Revise Conceptual Plans	5 days	Tue 6/29/10	Mon 7/5/10	20	[Task bar]																											
22	Prepare for Community WS #2	1 day	Tue 7/6/10	Tue 7/6/10	21	[Task bar]																											
23	Conduct Community WS #2 (3 times)	1 day	Wed 7/7/10	Wed 7/7/10	22	[Task bar]																											
24	Prepare Community WS #2 notes and distribute	1 day	Thu 7/8/10	Thu 7/8/10	23	[Task bar]																											
25	Parks & Recreation Commission Meeting #1	1 day	Fri 7/9/10	Fri 7/9/10	24	[Task bar]																											
26	Revise Conceptual Plan	14 days	Mon 7/12/10	Thu 7/29/10	25	[Task bar]																											
27	Meet with the City to collect feedback	1 day	Fri 7/30/10	Fri 7/30/10	26	[Task bar]																											
28	Prepare Draft Conceptual Plan	10 days	Mon 8/2/10	Fri 8/13/10	27	[Task bar]																											
29	Prepare DD level Cost Estimate	15 days	Mon 8/2/10	Fri 8/20/10	27	[Task bar]																											
30	City Staff / Neighborhood Review Period	10 days	Mon 8/23/10	Fri 9/3/10	29	[Task bar]																											
31	Prepare Final Conceptual Plan / Cost Estimate	10 days	Mon 9/6/10	Fri 9/17/10	30	[Task bar]																											
32	Present final Conceptual Plan / Cost Estimate to PRC	1 day	Mon 9/20/10	Mon 9/20/10	31	[Task bar]																											
33	Parks & Recreation Commission Meeting #2	1 day	Tue 9/21/10	Tue 9/21/10	32	[Task bar]																											
34	CITY Council Meeting #1	5 days	Wed 9/22/10	Tue 9/28/10	33	[Task bar]																											
35	Revise Conceptual Plan	2 days	Wed 9/29/10	Thu 9/30/10	34	[Task bar]																											
36	CITY Council Meeting #2	5 days	Fri 10/1/10	Thu 10/7/10	35	[Task bar]																											
37	<b>Phase Two - Design Development</b>	119 days	Thu 7/1/10	Tue 12/14/10		[Gantt bar from 7/1/10 to 12/14/10]																											
38	<b>Task One: Site Preparation Documents</b>	39 days	Thu 7/1/10	Tue 8/24/10		[Gantt bar from 7/1/10 to 8/24/10]																											
39	Consultant Meeting	1 day	Thu 7/1/10	Thu 7/1/10	17	[Task bar]																											
40	Site Preparation 60% DD Set	15 days	Fri 7/2/10	Thu 7/22/10	39	[Task bar]																											
41	Collect sub-consultants 60% Site prep docs and specs	2 days	Fri 7/23/10	Mon 7/26/10	40	[Task bar]																											
42	Conduct in-house plan check	10 days	Tue 7/27/10	Mon 8/9/10	41	[Task bar]																											

Date: Mon 3/1/10

Task [Task bar] Progress [Progress bar] Summary [Summary bar] External Tasks [External Tasks bar] Split [Split arrow]  
 Split [Split arrow] Milestone [Milestone diamond] Project Summary [Project Summary bar] External MileTask [External MileTask diamond]

## Morse Park Proposed Schedule City of Sunnyvale

ID	Task Name	Duration	Start	Finish	Predecessors	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
						Mar '10	Apr '10	May '10	Jun '10	Jul '10	Aug '10	Sep '10	Oct '10	Nov '10	Dec '10	Jan '11	Feb '11	Mar '11	Apr '11	May '11	Jun '11	Jul '11	Aug '11	Sep '11	Oct '11	Nov '11
43	Submit set to City for review	1 day	Tue 8/10/10	Tue 8/10/10	42																					
44	Review set with City (1 City meeting)	10 days	Wed 8/11/10	Tue 8/24/10	43																					
45	<b>Task Two: Site Design Documents</b>	<b>48 days</b>	<b>Fri 10/8/10</b>	<b>Tue 12/14/10</b>																						
46	Site Design 60% DD set	30 days	Fri 10/8/10	Thu 11/18/10	36																					
47	Collect sub-consultants 60% DD docs and specs	2 days	Fri 11/19/10	Mon 11/22/10	46																					
48	Conduct in-house plan check	5 days	Tue 11/23/10	Mon 11/29/10	47																					
49	Submit set to City for review	1 day	Tue 11/30/10	Tue 11/30/10	48																					
50	Review set with City (1 City meeting)	10 days	Wed 12/1/10	Tue 12/14/10	49																					
51	<b>Phase Three: Construction Documents</b>	<b>178 days</b>	<b>Wed 8/25/10</b>	<b>Fri 4/29/11</b>																						
52	<b>Task One: Site Preparation Documents and Demolition</b>	<b>178 days</b>	<b>Wed 8/25/10</b>	<b>Fri 4/29/11</b>																						
53	Prepare 99% CDs	20 days	Wed 8/25/10	Tue 9/21/10	44																					
54	Conduct in-house plan check of 99% C's	5 days	Wed 9/22/10	Tue 9/28/10	53																					
55	Distribute redline comments to sub-consultants	1 day	Wed 9/29/10	Wed 9/29/10	54																					
56	Collect all sub-consultant 99% docs and incorporate	2 days	Thu 9/30/10	Fri 10/1/10	55																					
57	CITY for review	10 days	Mon 10/4/10	Fri 10/15/10	56																					
58	Revise CDs based on CITY feedback	5 days	Mon 10/18/10	Fri 10/22/10	57																					
59	Bid & Award Site Preparation Work	45 days	Mon 10/25/10	Fri 12/24/10	58																					
60	Site Preparation Construction	90 days	Mon 12/27/10	Fri 4/29/11	59																					
61	<b>Task Two: Site Design Documents</b>	<b>50 days</b>	<b>Wed 12/15/10</b>	<b>Tue 2/22/11</b>																						
62	Prepare 99% CDs	20 days	Wed 12/15/10	Tue 1/11/11	50																					
63	Conduct in-house plan check of 99% CD's	3 days	Wed 1/12/11	Fri 1/14/11	62																					
64	Distribute redline comments to sub-consultants	1 day	Mon 1/17/11	Mon 1/17/11	63																					
65	Collect all subconsultant docs and incorporate	2 days	Tue 1/18/11	Wed 1/19/11	64																					
66	CITY review	10 days	Thu 1/20/11	Wed 2/2/11	65																					
67	Revise CDs based on CITY feedback and re-submit	5 days	Thu 2/3/11	Wed 2/9/11	66																					
68	Meet with sub-consultants to review CITY comments	1 day	Thu 2/10/11	Thu 2/10/11	67																					
69	Visit site with 99% CDs to verify layout, detailing, etc	1 day	Fri 2/11/11	Fri 2/11/11	68																					
70	Incorporate final corrections and modifications	2 days	Mon 2/14/11	Tue 2/15/11	69																					
71	Update final Cost Estimate	5 days	Wed 2/16/11	Tue 2/22/11	70																					
72	Update Project Schedule	1 day	Thu 2/10/11	Thu 2/10/11	67																					
73	Collect, review and revise CITY's special provisions	5 days	Fri 2/11/11	Thu 2/17/11	72																					
74	<b>Phase Four: Bid Phase</b>	<b>50 days</b>	<b>Fri 2/18/11</b>	<b>Thu 4/28/11</b>																						
75	Prepare Bid Documents for the CITY's use:	10 days	Fri 2/18/11	Thu 3/3/11	73																					
76	bidding Period	20 days	Fri 3/4/11	Thu 3/31/11	75																					
77	Award and Execution of Contract	20 days	Fri 4/1/11	Thu 4/28/11	76																					
78	<b>Phase Five: Construction Administration</b>	<b>119 days</b>	<b>Mon 5/2/11</b>	<b>Thu 10/13/11</b>																						
79	Attend 1 pre-construction meeting	1 day	Mon 5/2/11	Mon 5/2/11	77,60,15																					
80	Construction	100 days	Tue 5/3/11	Mon 9/19/11	79																					
81	Perform 1 pre-final acceptance walk-through	1 day	Tue 9/20/11	Tue 9/20/11	80																					
82	Punch List Completion	15 days	Wed 9/21/11	Tue 10/11/11	81																					
83	Conduct final acceptance walk-through	1 day	Wed 10/12/11	Wed 10/12/11	82																					
84	Park Dedication	1 day	Thu 10/13/11	Thu 10/13/11	83																					

Date: Mon 3/1/10

Task		Progress		Summary		External Tasks		Split	
Split		Milestone		Project Summary		External MileTask			

**EXHIBIT "B"**

Detailed Breakdown of Landscape Architectural Services for The City of Sunnyvale Morse Park for Design Services P09020.00 Date: March, 2010						
	Principal	Senior Project Manager	Project Manager	Landscape Architect	AutoCAD Technician	Admin. Assistant
<b>Phase One: Conceptual Design</b>						
<b>Task One: Analysis, Budget Development, Programming, First Community Workshop and Environmental Clearance</b>						
Review Phase 2 Environmental report and distribute		4				
Prepare Base Map						
Kick off meeting / Site Visit	6	6		6		
Prepare Graphic Analysis Map		3		8		
CITY Meeting	4	4				
Review and Distribute Geotechnical Report		2		1		
Prepare for Community WS #1		2		4		
Conduct Community WS #1 (3 times)	12	12				
Prepare Community WS #1 notes and distribute		1		4		2
Provide support to ESA for preliminary reports	2	2	6	4		
Attend Public hearing for the review of draft MND/EA	3	3				
<b>Task Two: Conceptual Plans &amp; Second Community Workshop</b>						
Prepare (3) Conceptual Plans	8	16		24	24	
Prepare Cost Estimates for one of the concept plans	6				8	
Prepare (1) Project Schedule	1	4				
CITY Meeting (review Plans)	4	4				
Revise Conceptual Plans		8			8	
Prepare for Community WS #2	2	3			8	
Conduct Community WS #2 (3 times)		12		12	12	
Prepare Community WS #2 notes and distribute		1			4	4
Parks & Recreation Commission Meeting #1	4	4			2	
Revise Conceptual Plan						
Illustrative plan view for the entire park		4	4	8	8	
Overlay indicating potential phasing			2		4	
Enlarged plan views of key areas		1	4	8		
Key illustrative sections and elevations			8		12	
Parks & Recreation Commission Meeting #2	4	4				
CITY Council Meeting #1	4	4				
Revise Conceptual Plan		2	6		8	
CITY Council Meeting #2	4	4				
Prepare PowerPoint		4			8	
Coordinate with CITY staff and sub-consultants		24				
<b>SSA Phase One Total</b>	<b>64</b>	<b>138</b>	<b>30</b>	<b>79</b>	<b>106</b>	<b>6</b>
<b>Phase One: Subconsultants</b>						
• Ifland - Conceptual Site Prep. Pkg			\$4,560	x	Multiplier	1.10
• Ifland - Conceptual Park Design Pkg			\$1,076	x	Multiplier	1.10
• Aunum			\$3,020	x	Multiplier	1.10
• Treadwell and Roto			\$9,100	x	Multiplier	1.10
• ESA			\$67,571	x	Multiplier	1.10
<b>Subconsultant Phase One TOTAL</b>						<b>\$93,860</b>
<b>PHASE ONE TOTAL</b>						<b>\$150,827</b>
<b>Phase Two: Design Development Phase</b>						
<b>Task One: Site Preparation Documents</b>						
Consultant Meeting	4	4				
SSA to provide coordination with all subs during phase		8				
<b>Task Two: Site Design Documents</b>						
Site Design 60% DD set	24	16	24		40	
Cover		1			1	
Existing Conditions Plan			1		4	
SWPPP Report						
Storm Drainage Plan, Profiles and Details			4			
Site Utilities Plan		1	3			
Electrical Site Plan		2			1	
Site Plan with Materials and Finishes Schedule		2	6		8	
Layout Plan			1		2	
Prefabricated Building Plan (provided by Vendor)		1				
Planting Plan		2	6		8	
Irrigation Plan		4	4		8	
Construction, Planting and Irrigation Details		1	1		8	
Technical Specifications related to above	2	8				8
Updated Cost Estimate		4			8	

Detailed Breakdown of Landscape Architectural Services  
for  
The City of Sunnyvale Morse Park  
for  
Design Services  
P09020.00  
Date: March, 2010

	Principal	Senior Project Manager	Project Manager	Landscape Architect	AutoCAD Technician	Admin. Assistant	
Updated Schedule		2					
Design site features		12			18		
Select site furniture and amenities		2		4	8		
Collect sub-consultants 60% DD docs and specs					2		
Conduct in-house plan check	3	12					
Meetings (2)	4	8					
Submit set to City for review		1			4		
Review set with City (1 City meeting)	4	4					
SSA to provide coordination with all subs during phase		12					
<b>SSA Phase Two Total</b>	<b>41</b>	<b>107</b>	<b>50</b>	<b>4</b>	<b>120</b>	<b>8</b>	<b>\$43,479</b>
<b>PhaseTwo: Subconsultants</b>							
• Ifland - Design Development Site Prep. Pkg			\$5,865	x	Multiplier	1.10	\$6,452
• Ifland - Design Development Park Design Pkg			\$20,171	x	Multiplier	1.10	\$22,188
• Aurum			\$3,550	x	Multiplier	1.10	\$3,905
• Gary Ifland Surveying			\$4,125	x	Multiplier	1.10	\$4,538
<b>Subconsultant Phase Two TOTAL</b>							<b>\$37,082</b>
<b>PHASE TWO TOTAL</b>							<b>\$80,561</b>
<b>Phase Three: Construction Documents</b>							
<b>Task One: Site Preparation Documents</b>							
Prepare 99% CD's		4			4		
Submit 5 sets of CD's to CITY for review					4	1	
Revise CD's based on CITY feedback and re-submit		2			4		
<b>Task Two: Site Design Documents</b>							
Prepare 99% CD's	16	24	32	48	100		
Coordinate with CITY and subs during CD's phase		8		8			
Conduct in-house plan check of 99% CD's	4	8					
Distribute redline comments to sub-consultants					2	1	
Collect all subconsultant docs and incorporate		2			4		
Submit 5 sets of CD's to CITY for review					4		
Revise CD's based on CITY feedback and re-submit		4		8	16		
Meet with sub-consultants to review CITY comments		8					
Visit site with 99% CD's to verify layout, detailing, etc		6			6		
Incorporate final corrections and modifications		4			8		
Collect all sub-consultant 100% submittal packages		2			2		
Coordinate with consultant team on final documents		16					
Update final Cost Estimate		2			8		
Update Project Schedule		4					
Deliver plans via email in PDF and CAD					2		
Collect, review and revise CITY's special provisions	1	4					
Meet up to 2 times with CITY during prep of CD's	8	8					
<b>SSA Phase Three Total</b>	<b>29</b>	<b>106</b>	<b>32</b>	<b>64</b>	<b>164</b>	<b>2</b>	<b>\$49,889</b>
<b>PhaseThree: Subconsultants</b>							
• Ifland - Construction Documents Site Prep. Pkg			\$6,036	x	Multiplier	1.10	\$6,640
• Ifland - Construction Documents Park Design Pkg			\$21,040	x	Multiplier	1.10	\$23,144
• Aurum			\$1,050	x	Multiplier	1.10	\$1,155
<b>Subconsultant Phase Three TOTAL</b>							<b>\$30,939</b>
<b>PHASE THREE TOTAL</b>							<b>\$80,828</b>
<b>Phase Four: Bid Phase</b>							
Prepare Bid Documents for the CITY's use:	8	8					
Bid Plans					6		
Bid Project Manual	4	8				4	
Bid Schedule		1					
Engineer's Construction Cost Estimate		1					
Construction time period recommendation		1					
List of all Submittals		2					
List of information available to bidders with disclaimer		1					
Attend one pre-bid meeting and walkthrough		4					
Provide clarification and addenda throughout bid period		6				3	
Review bids with CITY and provide recommendation	1	1					
<b>SSA Phase Four Total</b>	<b>13</b>	<b>33</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>7</b>	<b>\$8,639</b>
<b>PhaseFour: Subconsultants</b>							

Detailed Breakdown of Landscape Architectural Services for The City of Sunnyvale Morse Park for Design Services P09020.00 Date: March, 2010							
	Principal	Senior Project Manager	Project Manager	Landscape Architect	AutoCAD Technician	Admin. Assistant	
• Ifland - Bid Site Prep. Pkg			\$7,865	x	Multiplier	1.10	\$8,652
• Ifland - Bid Park Design Pkg			\$4,895	x	Multiplier	1.10	\$5,385
• Aurum			\$950	x	Multiplier	1.10	\$1,045
Subconsultant Phase Four TOTAL							\$15,081
PHASE FOUR TOTAL							\$23,720
PHASE ONE THROUGH FOUR TOTAL							\$335,935
<i>Phase Five: Construction Administration (Additional Services)</i>							
<i>Project Totals for In-house Staff</i>							
	Hours:	147	384	112	147	396	23
	Rate:	\$177	\$154	\$126	\$117	\$102	\$92
	Extension:	\$26,019	\$59,136	\$14,112	\$17,199	\$40,392	\$2,116
							158974
<b>REIMBURSABLE EXPENSES</b>							
	Estimated Reimbursable Expenses	\$3,000					
	Reimbursable Expense Total	\$3,000			x	Multiplier	1.10
REIMBURSABLE TOTAL							\$3,300

	Principal	Senior Project Manager	Project Manager	Landscape Architect	AutoCAD Technician	Admin. Assistant	
<i>Optional Services</i>							
Prepare 3D Sketchup Model of Park Site		1	4		16		
Render 4 key vantage point views				4	10		
Coordinate with City		2					
Optional Services Total	0	3	4	4	26	0	\$4,086

SUMMARY TABLE	
PHASE ONE TOTAL	\$150,827
PHASE TWO TOTAL	\$80,561
PHASE THREE TOTAL	\$80,828
PHASE FOUR TOTAL	\$23,720
REIMBURSABLE EXPENSES	\$3,300
<b>TOTAL PROJECT FEES</b>	<b>\$339,235</b>

The above breakdown represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase, while others may not require the entire anticipated effort. This provides us a greater degree of confidence in the overall project estimate, rather than in any given task.



New

Scope of Work Changes and Assumptions 03-12-10

Based on clarifications and information gathered in the Proposal Review meeting held on March 1, 2010 we have made changes to the scope and fee. These changes are as follows:

1. We have deleted Construction Phase Services for now because it will likely change at the time of bidding or award of the contract
2. We (SSA) changed our hourly rates to our 2007 rates
3. We formatted the spreadsheet so that sub consultant fees are included in the phase where their tasks occur
4. We made the 3D Model Renderings an optional additional service

Furthermore, we also made assumptions on the scope of work as follows:

1. The scope no longer includes on site parking (per direction at the 03-01-10 meeting)
2. The scope does not include sports field lighting
3. We are assuming the City will provide us with General Conditions and typical front end specifications (we will edit as appropriate for this project).
4. We have not included any scope or fees for a hazmat consultant. The scope for this work will be prepared after the completion of the Phase II environmental work.
5. The site preparation and demolition package will be developed using aerial photo and record survey drawings
6. Accurate topographic survey for the park design will be generated after the demolition and site prep work are completed
7. The scope of the park design only includes those elements listed under "MINIMUM RESOURCES" and some of the elements included under the column "MAY INCLUDE ADDITIONAL RESOURCES" for neighborhood parks in the City's Sunnyvale Parks of the Future Plan, Appendix E: Design Guideline Analysis.

All other aspects of our original scope of work (attached) remain the same.

## 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 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 the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

#### **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** and **automobile liability** policies are to 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.

### **Claims Made Coverage**

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

### **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 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.