



**Council Meeting: March 1, 2011**

**SUBJECT: Award of a Contract for the Design of Downtown Streetscape Improvements (F1012-54)**

**BACKGROUND**

Approval is requested to award a contract to HMH Consultants in an amount not to exceed \$216,878. Approval is also requested for 10% design contingency in the amount of \$21,688. This project will implement the adopted streetscape design standards for street furniture, sidewalk width and patterns, street lighting, landscaping, and signing and markings by filling the gaps on portions of Mathilda, Iowa, Washington, Evelyn and Sunnyvale Avenues. The project scope will include preliminary research, preparation of base-line plans, a design concept study and report, project design, preparation of bid documents and bidding and construction support services.

The Downtown Streetscape project received \$1.5 million in grant funding through the Valley Transportation Authority's (VTA) Community Design and Transportation (CDT) Capital Grant program, with a required City match of \$375,000. The VTA ranked this project first out of four projects selected for funding (see RTC No. 10-051 approving Budget Modification No. 19).

**DISCUSSION**

Request for Proposal (RFP) specifications were prepared by Public Works and Purchasing staff. Request for Proposals No. F1012-54 was sent to seven engineering firms that were pre-qualified in the Streets and Roadways category of the **Sunnyvale Works!** prequalification program. Three responsive proposals were received, as follows:

Kier & Wright Civil Engineers & Surveyors, Inc., of Santa Clara	\$131,400
HMH Consultants of San Jose	\$268,398
Wilsey Ham of Foster City	\$455,098

Proposals were evaluated and ranked by an evaluation team consisting of Public Works Engineering, Traffic & Transportation and Purchasing division staff. Proposals were evaluated on qualifications, experience, quality, project understanding and price. Though attractive from a pricing standpoint, the Kier & Wright proposal was ranked lowest because it did not contain the same level of technical detail regarding project approach/scope as the other two proposals. The Wilsey Ham proposal, ranked second, recommended a time

schedule that was essentially double that of the other two proposals, considerably increasing cost. The highest ranking proposer, HMM Consulting of San Jose, was invited to meet with staff to discuss their proposal and to negotiate their proposed fee(s). Negotiations resulted in the total proposed fees being reduced from \$268,398 to \$216,878 with no reduction in project scope.

Staff recommends awarding a contract to HMM Consulting for the Sunnyvale Downtown Streetscape Improvement Project design.

**FISCAL IMPACT**

Project costs are as follows:

Project design (including bidding and construction support)	\$216,878
Design contingency (10%)	<u>\$21,688</u>
Total cost	\$238,566

Funds are available in Project 828670 (Downtown Streetscape Improvements).

**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, in substantially the same form as the attached draft and in the amount of \$216,878 to HMM Consulting for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and
2. Approve a 10% design contingency in the amount of \$21,688.

Reviewed by:

Grace K. Leung, Director of Finance  
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Marvin A. Rose, Director of Public Works

Approved by:

Gary M. Luebbers  
City Manager

**Attachments**

A. Draft Consulting Services Agreement

**Attachment A  
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF  
SUNNYVALE AND HMH CONSULTANTS FOR DESIGN AND  
CONSTRUCTION SUPPORT SERVICES FOR SUNNYVALE  
DOWNTOWN STREETScape IMPROVEMENT PROJECT**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and HMH CONSULTANTS ("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 Sunnyvale Downtown Streetscape Improvements; 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 Loupe, PE 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 Two Hundred Sixteen Thousand Eight Hundred Seventy Eight and No/100 Dollars (\$216,878.00) 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 (Where Applicable)

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

To CITY: Mark Rogge, Assistant Director of Public Works  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: HMM CONSULTANTS  
Attn: Steve Loupe, PE  
1570 Oakland road  
San Jose, CA 95131

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

HMH CONSULTANTS  
("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

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

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

By \_\_\_\_\_

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



## EXHIBIT "A"

January 12, 2011  
Job No. 4088.00

Mr. David Gakle, Principal Buyer  
City of Sunnyvale Purchasing Division  
650 West Olive Avenue  
Sunnyvale, CA 94086

**Re: Proposal for the Sunnyvale Downtown Streetscape Improvement Project**

Dear David:

HMH is pleased to submit our proposal for the Sunnyvale Downtown Streetscape Improvement Project in response to your request.

HMH is excited to *partner* with the City of Sunnyvale to help realize the goals and objectives outlined in the project proposal and work diligently with all stakeholders to achieve the maximum results for this endeavor. Our proficiency in Urban Planning, Landscape Architecture and Civil Engineering will result in the successful implementation of the Sunnyvale Downtown Specific Plan, provide cost effective solutions for challenging areas, and will produce a clear and concise plan set that allows for the expedited installation of the improvements. HMH, along with our experienced sub-consultants, will provide the expertise needed to achieve these goals on time and within budget as outlined in this response.

We are proposing William Sowa, RLA, LEED GA as the Principal-in-Charge and Steve Loupe, PE as the Project Manager for the preparation of the deliverables and coordination with stakeholders. William, with his background in urban planning and landscape architecture will help fold the Sunnyvale Downtown Specific plan elements into the early stages of project planning and design. Steve's expertise in civil engineering and his working knowledge of the City's public works standards will provide technical direction of the design from preliminary research through the completion of the bid packages. William Wagner, PE will support the team as manager of the HMH quality control and quality assurance program.

Thank you for the opportunity to propose on this project and we look forward to a successful partnership with the City of Sunnyvale.

Sincerely,

HMH

A handwritten signature in black ink, appearing to read "William Sowa". The signature is fluid and cursive, with a long horizontal line extending to the right.

William Sowa, RLA, LEED GA  
Principal

HMH achieves project success by providing our client with what they need. At the core of our business we believe that collaborative efforts provide the best product for our clients. In response to this proposal, we have assembled a team of highly-qualified design and technical professionals that have the expertise and the experience of working together in order to best meet the objectives of this proposal.

Our outstanding team of local professionals is comprised of HMH, Hexagon Transportation Consultants, Inc. and EMC Planning Group, Inc. HMH also has additional professional resources through our relationships with other sub-consultants that can provide additional services under a separate contract if deemed necessary.

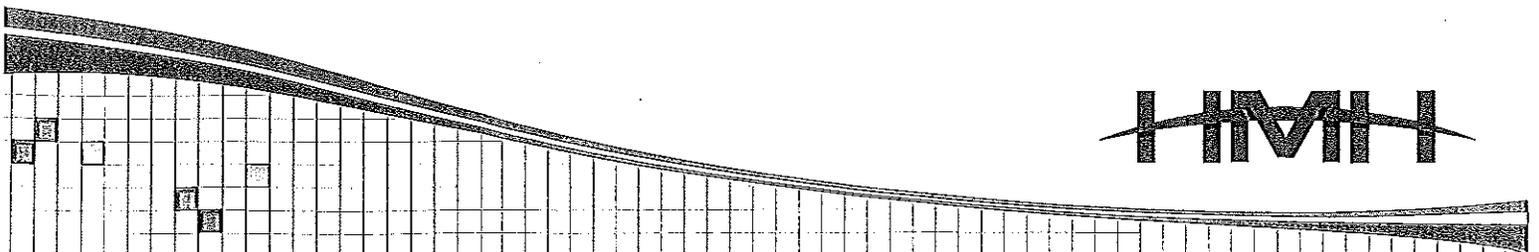
## PROJECT APPROACH

HMH will be responsible for the overall project coordination and to deliver to the City all research, civil engineering, land surveying, landscape architecture and related work to prepare the deliverables expected in the proposal for the purpose of the project bidding and construction. At the kick-off meeting with interested stakeholders, HMH will listen and document all concerns, comments, and questions associated with the work to be done. The intent will be to prepare a gap analysis to ensure that everyone's expectations are addressed even if they are to be deferred to a later effort. A summary memo will be distributed to the stakeholder outlining the agreed upon deliverables. Throughout the coordination and communication process, HMH will update the stakeholders at key milestones to allow for input and coordination.

### *Task 1 - Preliminary Research*

Using our proven Due Diligence process, HMH will generate a summary analysis of information extrapolated from the review of record documents, plans of unconstructed public improvements, field reconnaissance, utility record research, and base maps. We will tie this information to electronic data provided by the City and from field surveys performed by HMH field crews. This data will be combined to present to stakeholders the opportunities and constraints associated with the stated goals of the project and will guide the preparation of the base maps for the desired street segment upgrade areas and intersection improvements. HMH civil engineers, landscape architects and technical support staff have developed procedures that allow quick and efficient data research, the acquisition of maps and record drawings from agencies and private utility companies. Our existing relationships with agency staff enable our approach to efficiently and effectively gain the appropriate depth of knowledge needed for any project. The goal of this task will be to identify opportunities and constraints with the various street segments and intersections to eliminate uncertainty as we move forward.

***Deliverable: Summary report of existing conditions with opportunities and constraints outlined for consideration and discussion.***



## **Task 2 – Base-line Plan Preparation**

The integration of HMM's civil engineering, land surveying and landscape architecture office environment results in shared information and data. All disciplines have common access to all sources of data in a common digital filing system. All digital drawings, aerial photography, survey point data and record information is available to the design team to use as a resource. In the preparation of base-line plans, this flow of information allows for a more concise and collaborative effort so that all members of the design team will contribute to the completeness of base sheets. Oftentimes the landscape architect will be a drafting resource for the civil engineer or land surveyor and vice-versa. This cross discipline method of workflow sharing results in a better work-product less prone to missed items or misunderstood elements. HMM will use this process to create base-line drawings that have all of the existing elements requested by the proposal. The goal for this task will be to identify all features within the right-of-way and adjacent areas to 10' beyond and provide a clear and concise document from which to start the new design work. This will be represented in plan view line drawings, cross sections and additional aerial photography, as needed.

**Deliverable:** *City standard format base-line sheets in electronic and hard copy format for review and comment.*

## **Task 3 – Design Concept Study and Report**

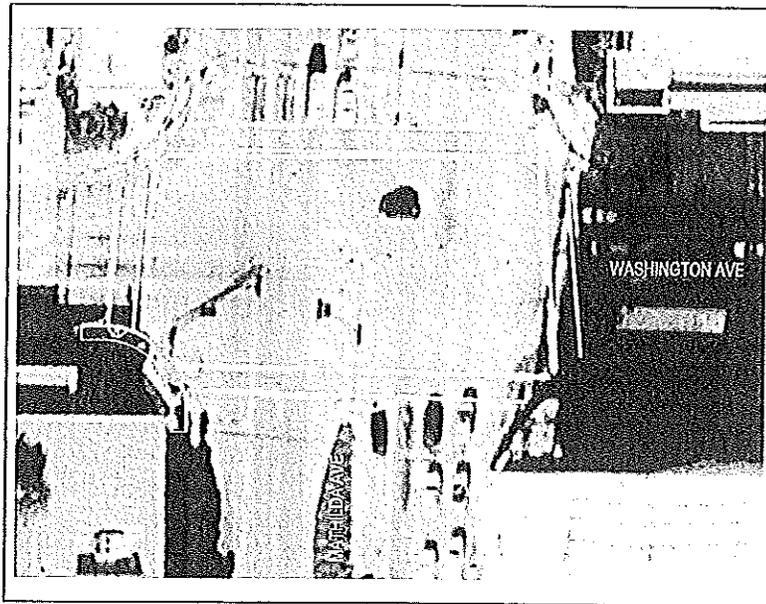
HMM will be able to maximize its internal resources for this very important task. As we balance the full scope of the 2003 Downtown Specific Plan Elements for the street segments and intersections with the budget and cost of improvements, HMM will add extra value to the City of Sunnyvale. Internally, constant and clear communication between William and Steve will allow for the evaluation of all the "what ifs" in a very short timeframe. Having collaborated on the preparation of the base sheet there will be added efficiency by not having to walk through the project with an outside consultant or explain existing site features. Once design ideas, concepts and elements are placed, multiple evaluation cycles will be quickly measured for maximum value, and recommendations on win-win scenarios can be made to the City's design team. As shown on the *Sunnyvale Downtown Streetscape Improvements Plan Diagram* included in the RFP, there are multiple locations anticipated for improvement. Our team visited those locations and has identified a few of the key issues and opportunities as noted below:



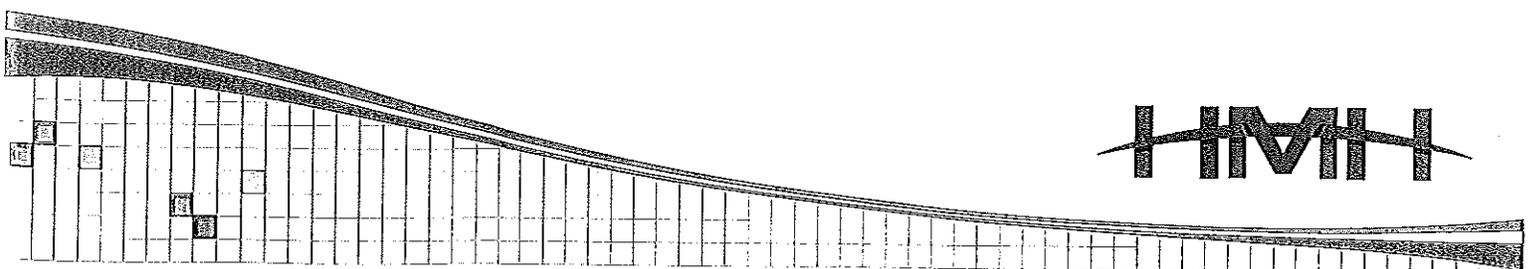
The photo on the left shows the current condition at the southwest corner of Mathilda Avenue and Washington Avenue. Existing poles and electrical equipment present a constraint for ADA compliant routes of travel.



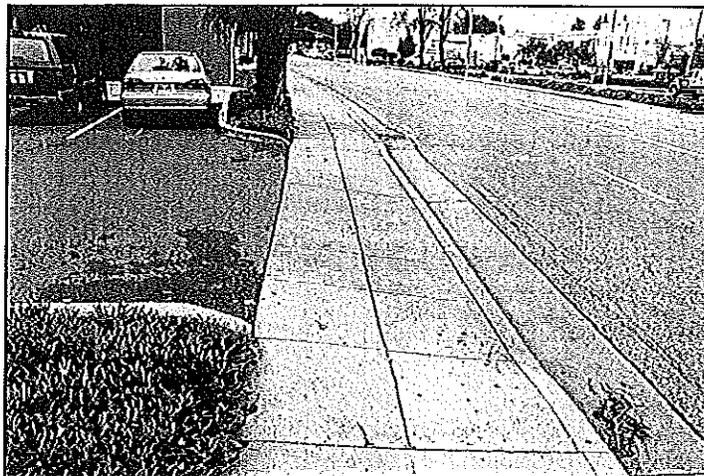
Consequently, we recommend that the curb radius and drainage inlet be adjusted as shown below. The drainage inlet will likely also need to be lowered slightly to ensure positive drainage. Additionally, the sidewalk and two curb ramps will need to be replaced at the northeast corner of this intersection so a similar adjustment to the curb radius might be necessary.



As shown in the photo to the right, the northeast corner of Sunnyvale Avenue and Washington Avenue requires a curb ramp installation. While the signal pole might not require relocation, the pull box and wiring will require adjustments. Hexagon Transportation Consultants will analyze the signal and lighting features of the project to provide the most economical solution to the various site constraints.



There are several driveways, such as the one shown on the photo below, located along the easterly side of Sunnyvale Avenue that are not ADA compliant. If the City desires to address these deficiencies, we recommend that the Sunnyvale Avenue curb alignment be adjusted westerly approximately 2-3 feet to allow for an ADA compliant route of travel. The current roadway width of this street can be narrowed by this amount and still provide enough area for the existing travel ways and bike lanes.



The goal of this phase of the project will be to have a well-defined design study and report that offers the greatest return on investment.

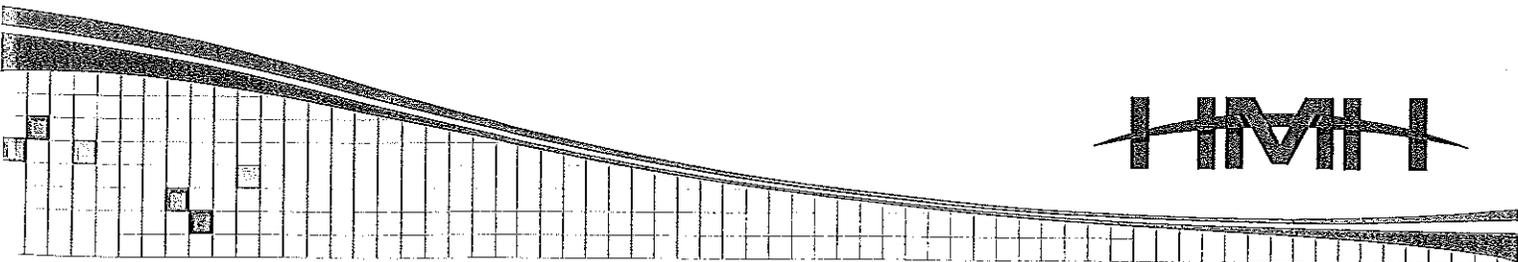
***Deliverable: Presentation of design concepts and graphical illustrations to the City's project team for discussion. This assumes initial presentation, review and recommended revisions and final presentation and report.***

#### ***Task 4 – Preliminary Design***

Upon the acceptance of the design and given the notice to proceed, HMM will refine the design concepts and report into a 35% design package and outline technical specifications that will become part of the final design documents. HMM will assist the City in the notification of all stakeholders of the proposed design elements as indicated in the proposal. HMM will also identify and coordinate the necessary applications required for the adjustment of any utility features as needed for the implementation of the plan.

#### ***Environmental Clearance***

EMC will also be processing the NEPA/CEQA environmental clearance documents during this phase. EMC will prepare the Preliminary Environmental Study, obtain a cultural resource record search, and submit the Endangered Species List (as necessary). EMC and HMM recently teamed on the federally funded Sunnyvale Avenue ARRA (Stimulus) Project and completed the environmental documents within a time period of *two weeks*.



**Deliverables:**

- **Cover Sheet, plan sheets with base mapping**
- **35% design including cross sections of improvements for each segment and differing conditions within each segment, and detail sheets**
- **An outline of technical specifications**
- **Preliminary cost opinion**
- **CEQA Categorical Exemption letter**

**Task 5 – Plans, Specifications, Bid Documents & Final Cost Opinion**

Upon approval of the 35% design documents and the notice to proceed, HMM will advance the plans and specifications to the next two phases, which will include a 65% submittal package and a 95% submittal package. Each submittal shall include the consultant team's recommendations and a presentation to City staff at the City offices. HMM will provide all of the information needed to accomplish the objectives contained in the proposal, including:

- Coordinating all applicable Federal and City standards into plans and specifications.
- Designing all intersection and pedestrian access to meet the latest Americans with Disabilities Act (ADA) and accessibility requirements, and City standard details.
- Providing parameters for contractor's use in preparing traffic control plans (motor vehicle, bicycle, pedestrian, mail carrier, bus route) for use during construction to minimize disruption, and provide safe access. Requirements shall include conformance with Part 6 of the California Manual of Uniform Traffic Control Devices and the City of Sunnyvale standard procedure for bike lane closures.
- Showing any traffic loops or other traffic control devices to be replaced and showing any existing striping or marking to be removed.
- Verifying by spot elevations as necessary that stormwater flow and collection is adequate, with positive drainage and no ponding. Check drainage and correct as necessary at locations where modifications are proposed.
- Provide language in the documents to cover a reasonable possibility of soil contamination and how the contractor shall deal with it and be reimbursed for the handling and disposal of contaminated soil, as necessary.
- Provide all details necessary for contractor to construct the project.
- Review, evaluate, revise plans and specifications and provide responses to City's review comments.
- Verify that the design is in compliance with all applicable laws, regulations, City Standards, and CEQA.
- Recommend any other items of work necessary to provide good value to the City to complete pavement restorations on the listed segments of streets.



- Conduct a QC/QA peer review on the 95% design set for overall constructability, coordination, and reasonable reduction in errors and omissions.

Throughout this process, HMM will continually compare the progress set with the goals and expectations established in the preliminary design phase to ensure that key design elements are not lost in the process of refinement.

**Deliverables:**

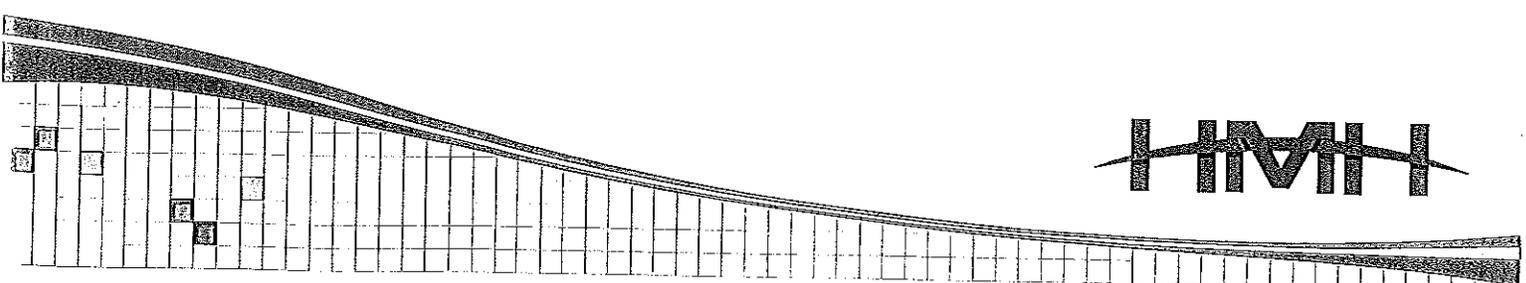
- **Cover Sheet – Title, Sheet Index, Vicinity Map, Location Maps, Notes**
- **Brief description of contractor's scope of work, horizontal and vertical control, graphical scale**
- **Demolition plan**
- **Utility plans**
- **Plan view of proposed improvements roadway, intersection and streetscape improvements**
- **Traffic – Temporary and final striping and pavement markings, if applicable, including on-street parking analysis for existing and proposed layouts**
- **Electrical analysis (load calculations), plan and details (street lighting and traffic control, as necessary)**
- **Storm drainage plans, profiles, (as necessary)**
- **Irrigation plans**
- **Landscape plans**
- **Cross sections**
- **Details and blow-ups of key elements and features of the streetscape**
- **Plans from adjacent development incorporated into this plan set**
- **Technical specifications, description of each item on bid schedule with requirements for payment (ie. complete, in place, and suitable for its intended use)**
- **Engineer's construction cost opinion**
- **Responses to City's review comments, along with return of mark-ups**

**Public Meeting Support**

HMM will assist the City by attending all public meetings and providing plan sheets and other materials from the project study report. It is anticipated that the City will host at least one public meeting. HMM will also assist any follow up action warranted from the result of the meeting.

**Task 6 – Prepare Bid Package (100%)**

HMM will work with the City to determine if any of the work designed for this project should not be included in the work bid due to budgetary limits or other considerations. HMM will label such segments of work Not in Contract (NIC), but will keep them in the plan set. HMM will provide all information needed to accomplish the objectives contained in the proposal, including:



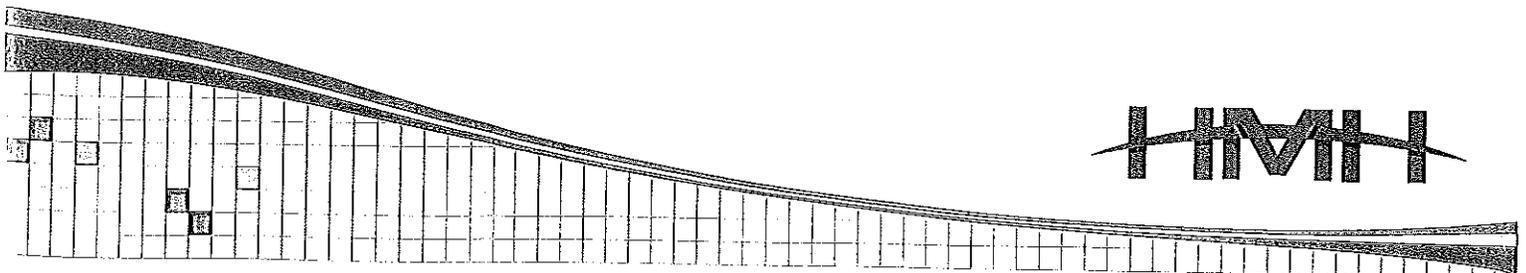
- Coordinated plans and technical specifications with the City's (front end) bid instructions, bid schedule, the Supplemental General Provisions, Special Provisions and optimize the entire package for City bidding.
- Prepare a bid schedule and/or schedule of values, tabulation of quantities of all work items and materials, engineer's estimate of construction costs, recommendation for allowed construction time period.
- Provide a list of known facilities belonging to PG&E, AT&T, Comcast Cable, and other utility company facilities that will need to be adjusted as a result of the proposed construction.
- Finalize plans and specifications based upon Peer Review comments as approved by the City.
- HMH will sign, date and seal the Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications.
- HMH will include on the final plans the Acceptance of Plans statement to be signed by the Assistant Director of Public Works / City Engineer.

***Deliverables:***

- ***Submittals at Bid Package level***
- ***Complete set of plans, stamped and signed on each sheet by the Engineer of Record***
- ***Complete Technical Specifications stamped and signed on the table-of contents sheet by the Engineer of Record. If there is more than one Engineer of Record, stamp and sign the table of contents sheet for only that/those section(s) that applies to each Engineer.***
- ***Complete revised Special Provisions and reviewed Supplemental General Provisions, and instructions to Bidders including the Final Bid Schedule***
- ***Final Engineer's Construction Cost Opinion in the form of the Bid Schedule (along with supporting documents not part of the Bid Package)***
- ***Final list of submittals***
- ***Final list of information available to bidders with disclaimer***
- ***Review City's Standard Construction Contract with completion of blanks that are determined by the work (time of construction)***
- ***Statement by Peer Review that the entire Bid Package was reviewed and is recommended for Public Works bidding (not part of the Bid Package)***
- ***Digital copy of all work products and supporting work on an acceptable media (CD or DVD)***

***Task 7 – Bidding Support Services***

HMH will be available to respond to requests for information received by the City during the bidding process, attend a pre-bid meeting, and prepare addenda as the City deems necessary and to assist the City in informing plan-holders of significant responses to requests for information. All communications with potential bidders will be directed through the City.



**Deliverables:**

- *Prompt response to all requests for information*
- *Minutes of pre-bid meeting*
- *Addenda as necessary*

**Task 8 – Support and Assist the City with Grant Administration in All Phases**

As a result of recently completed projects for the City of Sunnyvale, City of Gilroy, and City of Milpitas, HMM has pertinent working knowledge of the Federal Funding Process and will be able to assist the City with all aspects of the project, including:

- Documentation of environmental assessment & clearance (NEPA & CEQA)
- Utility right-of-way clearance letters
- Right-of-way certification
- Incorporation of Federal standards and contract requirements
- Construction Authorization (E-76)

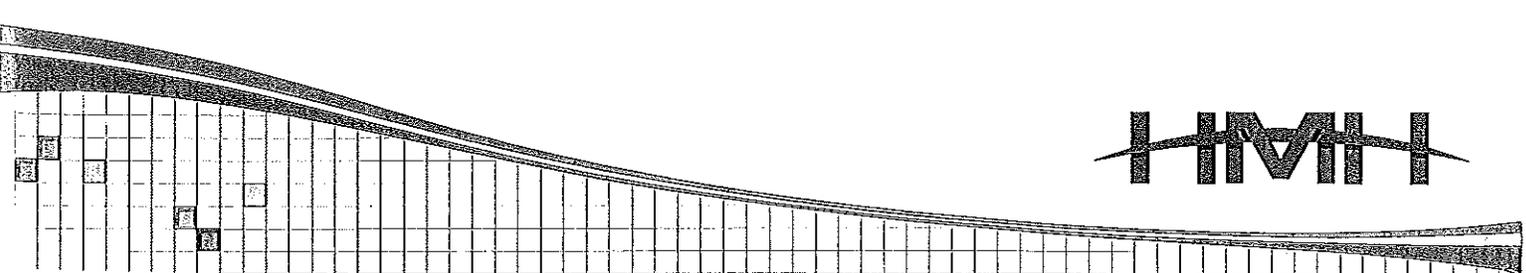
**Task 9 – Provide Construction Support Services**

The City's Public Works staff will have primary responsibility for construction management and inspection. HMM's point of contact during construction shall be the City, not the contractor.

The HMM project team will respond to all Requests for Information (RFIs), product submittals, and CCO's within five (5) working days, clarifying the plans and specifications where appropriate, or providing revisions or additional detail where necessary. We will participate in the final inspection and development of the punch lists and prepare Record Drawings based upon red-lines provided by the contractor.

**Project Schedule**

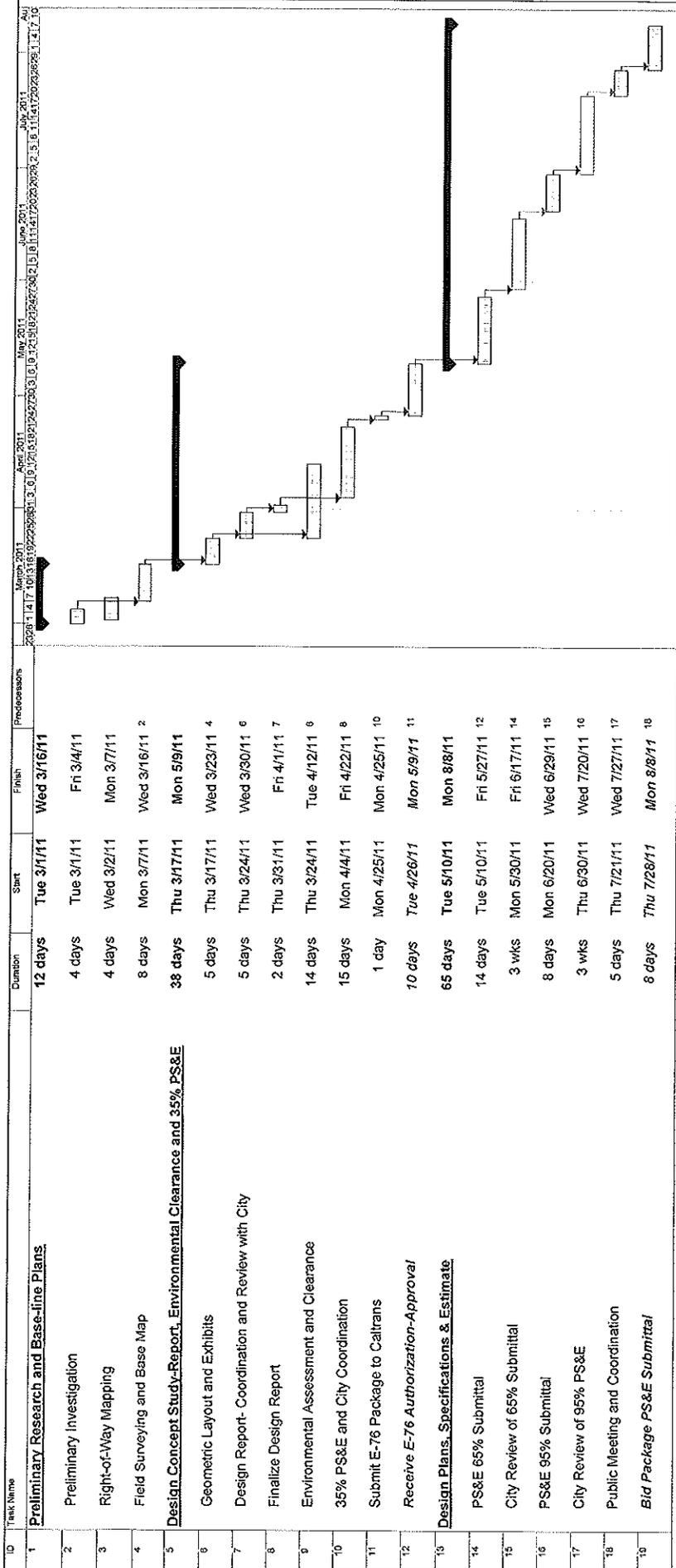
As the completion of this enhanced downtown area is a priority for the City of Sunnyvale, we anticipate that this current project would receive the (E-76) Construction Authorization by March 31, 2011, while the bid package would be completed by June 2011. A detailed breakdown of the project schedule has been included.



# EXHIBIT 'A-1'



## City of Sunnyvale Downtown Streetscape Improvement Project



Task  
 Progress  
 Milestone  
 Summary  
 Rolled Up Task  
 Rolled Up Milestone  
 External Task  
 Project Summary  
 Group By Summary  
 Deadline

Page 1  
 Mon 2/7/11

(Construction schedule to be coordinated with City)

# EXHIBIT "B"

## Sunnyvale Downtown Streetscape Improvement Project

Project Fee Estimate	HMH						EMC						Hexagon						
	Principal	Manager	Project Engr.	Assist. Engr.	TOTAL HOURS	HMH Total	Principal	Biologist	Associate Planner	Production Staff	TOTAL HOURS	EMC Total	Principal	Manager	Senior	Assist.	TOTAL HOURS	Hexagon Total	Project Total Cost
	\$200	\$164	\$132	\$116			\$195	\$150	\$125	\$95			\$200	\$164	\$144	\$126			
1. Preliminary Research	8	16	48	64	136	\$ 17,984	4	4	16	0	24	\$ 3,380	0	0	0	4	4	\$ 504	\$ 21,868
2. Prepare base-line plans	4	12	60	72	148	\$ 19,040	0	0	0	0	0	\$ -	0	2	0	4	6	\$ 832	\$ 19,872
3. Design Concept Study and Report/Environ. Clearance	16	48	72	80	208	\$ 28,544	8	10	24	2	44	\$ 6,250	2	0	4	4	10	\$ 1,460	\$ 36,274
4. Preliminary Design (35% PS&E)	12	32	120	120	284	\$ 37,488	0	0	0	0	0	\$ -	0	0	4	15	20	\$ 2,592	\$ 40,080
5. Design; PS&E (65% and 98%)	16	40	160	160	376	\$ 49,440	0	0	0	0	0	\$ -	0	0	4	8	12	\$ 1,584	\$ 51,024
6. Prepare Bid Package (100% PS&E)	8	24	60	60	172	\$ 22,736	0	0	0	0	0	\$ -	0	0	4	8	12	\$ 1,584	\$ 24,320
7. Provide Bidding Support Services	4	15	16	8	44	\$ 6,464	0	0	0	0	0	\$ -	0	0	2	0	0	\$ 288	\$ 6,752
8. Support and Assist the City with Grant Administration	8	24	24	8	55	\$ 8,576	0	0	0	0	0	\$ -	0	0	2	0	0	\$ 288	\$ 8,864
9. Provide Construction Support Services	4	24	24	0	52	\$ 7,024	0	0	0	0	0	\$ -	0	2	20	44	66	\$ 9,152	\$ 216,876
<b>SUBTOTAL</b>	<b>80</b>	<b>228</b>	<b>576</b>	<b>592</b>	<b>1,476</b>	<b>\$ 198,096</b>	<b>12</b>	<b>14</b>	<b>40</b>	<b>2</b>	<b>68</b>	<b>\$ 9,630</b>	<b>2</b>	<b>2</b>	<b>20</b>	<b>44</b>	<b>66</b>	<b>\$ 9,152</b>	<b>\$ 216,876</b>
<b>TOTAL HRS</b>	<b>80</b>	<b>228</b>	<b>576</b>	<b>592</b>	<b>1,476</b>	<b>\$ 198,096</b>	<b>12</b>	<b>14</b>	<b>40</b>	<b>2</b>	<b>68</b>	<b>\$ 9,630</b>	<b>2</b>	<b>2</b>	<b>20</b>	<b>44</b>	<b>66</b>	<b>\$ 9,152</b>	<b>\$ 216,876</b>
<b>TOTAL \$</b>	<b>\$16,000</b>	<b>\$37,892</b>	<b>\$76,032</b>	<b>\$66,672</b>	<b>-</b>	<b>\$198,096</b>	<b>\$2,540</b>	<b>\$ 2,100</b>	<b>\$5,000</b>	<b>\$ 190</b>	<b>-</b>	<b>\$ 9,630</b>	<b>\$ 400</b>	<b>\$ 328</b>	<b>\$ 2,880</b>	<b>\$ 5,544</b>	<b>-</b>	<b>\$ 9,152</b>	<b>\$ 216,876</b>

## 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.