DRAFT

CITY OF SUNNYVALE, CALIFORNIA
REQUEST FOR PROPOSALS
FOR
Stevens Creek Trail Feasibility Study within Four Cities

A. INVITATION

The City of Sunnyvale, in cooperation with the cities of Cupertino, Los Altos, and Mountain View, is seeking proposals from qualified consulting firms to provide professional services to the City to conduct an alternatives analysis, technical feasibility study, public outreach effort, and strategic implementation plan to assist the four cities in identifying a promising set of alternatives to complete a public mulit-use bicycle/pedestrian trail through the entire Stevens Creek Corridor. The document will be used for establishing a basis for a subsequent environmental document to identify a preferred alternative.

Questions that will be answered include:

- What are plans, policies, analyses and facilities prepared or constructed to date by the four cities?
- How do current plans, policies, and facilities harmonize or conflict?
- What is the universe of alternatives for a trail in the corridor?
- What alternatives does the community wish to explore?
- What are limiting factors for certain alternatives?
- What is the technical feasibility of various alternatives?
- How do certain alternatives impact private property, public facilities, and biological resources?

The Study is intended for assessing trail alternatives. As such, it will include an assessment of technical feasibility, issues associated with a broad range of alternatives, an assessment of community input, attitudes, concerns associated with alternatives, and development of criteria for overall assessment, comparison of trail alternatives. The objective is to provide the basis for a subsequent environmental impact document for selecting a preferred project alternative

B. BACKGROUND

In 1961 the Stevens Creek Trail concept in a corridor stretching from San Francisco Bay to Stevens Creek Reservoir was first promoted by the County of Santa Clara. The City of Mountain View subsequently began comprehensive trail planning for it's portion of the corridor, completing an environmental impact report and preparing a phased trail development plan. In 1991 the first trail segment in Mountain View was completed. Subsequent segments of the trail have been developed by Mountain View. It ~~so it~~ now stretches from Shoreline Park to Sleeper Avenue, south of El Camino Real. Two additional trail segments are planned; one is under design to carry the trail over Route 85 to Dale Avenue/Heatherstone Way, and a final segment (which is unfunded) would extend from Dale Avenue/Heatherstone Way to Mountain View High School.

In 1993 a trail advocacy partnership, was proposed between the Friends of the Stevens Creek Trail and City of Sunnyvale. This resulted in a 1994 technical study by Sunnyvale to support policy making. This technical study concluded that a trail in Sunnyvale should utilize City streets to connect Mountain View, to the Cupertino trail alignments. No specific alignment was proposed, but the study recommended against a trail along the Creek proper south of Fremont Avenue due to private property impacts and a lack of practical destinations. North of Fremont Avenue a "Sunnyvale side" of the creek trail was found to be not viable due to the need for private property acquisition. A "Highway 85 side" of the creek trail was considered feasible, but access from Sunnyvale was not recommended due to private property impacts. This position was later modified by the City Council to allow consideration of an access to a trail from Sunnyvale, if another entity (likely Mountain View) were to develop a trail. This policy remained in place until early 2009, when the Sunnyvale City Council eliminated any Stevens Creek Trail-specific policy.

The City of Cupertino completed a trail study that combined some creekside trail construction from Stelling Road to Stevens Creek Boulevard, and then street alignments using Stevens Creek Boulevard, Foothill Boulevard and Christo Rey Drive to reach the Los Altos city limit. Cupertino has completed construction of a portion of the creekside alignment.

The City of Los Altos also adopted policy in the mid-1990's opposing any creekside development of a trail. In 2008, the City completed a feasibility of study that identified a five potential alternatives for connecting from Mountain View's planned trail alignment to the Cupertino City limit at either Foothill Boulevard or St. Josephs Avenue. Los Altos did not adopt an alignment, but rather advocated for initiation of coordinated planning between the four cities in the corridor to adopt a mutually agreeable trail alignment through the entire corridor. This was an important impetus for the proposed four cities feasibility study.

C. PROJECT DESCRIPTION

The purpose of this project is to provide a comprehensive Study to the City Councils of Sunnyvale, Cupertino, Los Altos and Mountain View that will assist them in determining next steps in narrowing feasible alternatives and selecting and coordinating a preferred alternative for completion of a multi-use trail in the Stevens Creek Corridor. The Study will inventory existing technical studies, policies, and plans; identify community opinions and consider and assess opportunities and conflicts presented by community sentiment; identify a broad range of trail alternatives based on existing plans/policies/studies, community input, geographic/physical/biological and institutional conditions and opportunities; and accommodation of the multi-use objectives. The project will conduct certain technical engineering feasibility analysis, scientific assessments, and public vetting of identified alternatives. The Study will provide order of magnitude cost estimates for alternatives and evaluate outside grant funding opportunities that each city could consider in advancing their project to the environmental, design, and construction phases.

Scope

The following scope of services includes the minimum acceptable standards for project completion:

1.0 Inventory of City Trail Activities. A detailed summary of planning efforts, relevant policies, adopted plans, and constructed facilities to date by the four cities
2.0 Community outreach plan, and facilitated community outreach by a qualified outreach firm teamed with experts from key areas of technical expertise
3.0 Alternatives identification
4.0 Detailed mapping, including property ownership, relationship of private property to physical features of the creek, relationship of private property to potential trail alternatives
5.0 Civil engineering conceptual feasibility analysis – including soils, hydrology, structural. This analysis shall identify applicable design criteria and geometric requirements, including California Department of Transportation and Santa Clara Valley Transportation Authority Bicycle Technical Guidelines.
6.0 Traffic engineering feasibility analysis, on-street alternatives, interface with roadways – route suitability (vehicle volumes (account for school traffic), connectivity, travel time, etc), geometric design analysis/issue identification
7.0 Biological assessment of creek areas
8.0 Assessment of recreational, open space asset potential
9.0 Assessment of affects on property security, value
10.0 Estimates of use – trail users by mode, parking demand at trailheads The Consultant should be expected to conduct an extensive count of the existing Stevens Creek Trail between Shoreline Park and Sleeper Avenue and be able to explain in the analysis how the future extension between Cupertino and Mountain View will impact the existing trail system in Mountain View.

11.0 Identification if institutional issues, opportunities, barriers, resources

The study should include analysis of the future segment from Dale/Heatherstone Way to Mountain View High School. Many years ago Caltrans indicated that the City could relocate the soundwall for the short section beyond the Dale/Heatherstone landing area behind the Heatherstone Apartment property) in order to design and construct a 10 ft wide trail between the apartment complex parking area and the soundwall. In doing so, this proposed study will memorialize Caltrans' suggestion into written format. Alternatively, the study could also investigate and nail down the precise alignment from Dale/Heatherstone to the Mountain View city limits. Although the Mountain View City Council has approved the alignment and final EIR for the final segment, a detailed feasibility study that includes taking the detail information to the 35% design stage would enable the project to more easily advance itself to the design phase.

12.0 Development of criteria for overall assessment, comparison of trail alternatives

13.0 Order of magnitude cost estimates

14.0 Recommendations: Develop a recommendation for alternatives to carry into an environmental analysis of a trail project and a strategic plan for completing trail planning and selection of a preferred alternative including actions specific to each city.

15.0 Meetings: Conduct a minimum of eight meetings with City staff, six meetings with the public, 6 meetings with trail advisory committee conduct four study sessions with Parks and Recreation Commissions and Bicycle and Pedestrian Advisory Commissions (one per City) and with City Council (one per City) and attend four Parks and Recreation Commission (one per City), four Bicycle and Pedestrian Advisory Commission (one per City) and four City Council meetings (one per City).

16.0 Documents: The Consultant will review draft documents with staff of the four cities, make presentations as necessary, and revise the documents as warranted to address or incorporate comments and concerns to create the final Four Cities Coordinated Stevens Creek Trail Feasibility Study.

The Consultant will produce forty (40) bound copies and four (4) unbound copies of the Four Cities Coordinated Stevens Creek Trail Feasibility Study including the analysis and recommendations from each of the outlined tasks. The consultant will also provide the final document in an electronic format compatible with Microsoft Word and in PDF format including all illustrations and appendices. Other summary documents and deliverables should be outlined in the Consultant proposal.

17.0 **Schedule and Deliverables**

	RFP Published/Available	
	RFP Pre-Proposal Meeting	
	RFP Deadline for Submittal	

	RFP Review	
	RFP Selection Date – Award of Contract	
I.	Draft Inventory of City Trail Activities	
	Staff Review	
	Complete Inventory of City Trail Activities	
II.	Draft Community Outreach Plan	
	Staff Review	
	Complete Community Outreach Plan	
III.	Draft Alternatives Identification and Mapping	
	Staff Review	
	Community Meeting	
	Complete Alternatives Identification, Including Detailed Mapping	
V.	Draft Civil Engineering Analysis	
VI	Draft Traffic Engineering Analysis	
VII.	Draft Biological Resources Assessment	
VIII	Draft Assessment of Recreation and Open Space Asset Potential, Potential Use, Property Impact, and Institutional/Implementation Issues	
	Staff Review	
	Finalize Technical Reports V, VI, VII and VIII	
	Community Meetings	
IX	Draft Cost Estimating and Alternatives Analysis	
	Staff Review	
	Final Cost Estimating and Alternatives Analysis	
X.	Draft Final Report	
	Staff Review	
	Final Report	
	Community Meetings	
XII.	Parks and Recreation Commission Meetings	
	Bicycle and Pedestrian Advisory Commission Meetings	
IX.	Council Meetings	

18.0 Consultant Expectations

3.1. The role of the Consultant is to be an extension of staff. The Consultant is expected to keep an open dialogue with staff and to work closely with the Project Manager and representatives of the participating cities to ensure the Stevens Creek Trail Four Cities Coordinated Feasibility Study comprehensively identifies and

describes physical, social, biological, and institutional conditions; and issues and concerns of stakeholders and the communities in the Stevens Creek Corridor regarding trail alternatives and trail development.

3.2. The Consultant is expected to function in the following roles: organizer, provider of technical expertise and information, educator, advisor, facilitator and consensus builder.

3.3. The Consultant will be responsible for the projection of all graphics, maps, hand-outs, and other materials necessary for conduct of successful meetings, workshops, presentations, study sessions, etc.

D. PROPOSAL CONTENT

The City discourages overly lengthy proposals. However, the proposal shall include the following information at a minimum:

1. Proposer's complete name, business address, and telephone number and the name, mailing address, and telephone number of person the City should contact regarding the proposal.

2. A description of the proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization.

3. A complete disclosure of any prior or ongoing incidents as to which it is alleged that proposer has defaulted or failed to perform which has led the other party to terminate the contract. Identify the parties involved and the circumstances of the default or termination. Also describe any civil or criminal litigation or investigation pending which involves proposer or in which proposer has been judged guilty or liable.

4. Names, qualifications, and experience of the proposed project team.

5. Three references for whom proposer has performed similar services of similar scope within the past three years. Include the organization name and address, the name and telephone number of a contact person, and a brief description of the services performed by the consulting firm.

6. A narrative statement that illustrates proposer's understanding of the project requirements.

7. A narrative statement that sets out the methodology proposer intends to employ and that illustrates how this methodology will serve to perform the described services.

8. A description of the management plan proposer intends to employ for the project and an explanation of how it will support all project requirements and logically lead to the required deliverables. The description must include the organization of the project team, including accountability and lines of authority.

9. A timeline for completion of the project.

10. **In a separate, sealed envelope:** Total cost for completion of the project described in this Request for Proposals and a proposed payment schedule.

    The City prefers, but does not require, a fixed price contract.

    If payment schedule includes payments prior to completion of the services, payments must be tied to milestones and deliverables.

    PLEASE NOTE: The City of Sunnyvale does not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits. Also, the City reimburses direct expenses only at actual cost--not cost plus some percentage or markup.

11. The signature(s) of the company officer(s) empowered to bind the firm, with the title of each (e.g., president, general partner).

E. EVALUATION OF PROPOSALS

Proposals will be evaluated by a team of City employees. Points will be assigned based on the proposer's effectiveness and efficiency in supporting each item being rated.

Criteria

Adherence to the requirements of this Request for Proposals.	10 pts
Depth of project team's experience and its relevance to the project described in this Request for Proposals.	20 pts
Proposer's understanding of project requirements.	15 pts
Proposed methodology and management plan for the project.	25 pts
Proposer's ability to meet City's timeline for completion of services.	20 pts

Total cost to the City. 10 pts

The City may evaluate proposals solely on the basis of each proposer's written submittal, or it may require those consulting firms it deems to have submitted the best proposals to meet with or make a presentation to the evaluation team at a City site.

F. SELECTION PROCESS

The City's Purchasing Officer will recommend to the City's awarding authority the proposer who achieved the most points during the evaluation of proposals by the evaluation team. The awarding authority's acceptance of the proposal will be evidenced by a written Notice of Award from the City's Purchasing Officer delivered to the successful proposer.

G. CONTRACT AND OTHER REQUIRED DOCUMENTS

Within ten (10) calendar days of the date of issuance by the Purchasing Officer of the Notice of Award, the successful proposer shall submit the following documents to the Purchasing Officer:

1. A Consultant Services Agreement executed in duplicate by the successful proposer. (A sample agreement is attached to this Request for Proposals, and its terms and conditions are incorporated by reference).
2. Evidence of the required insurance coverage.
3. A Sunnyvale business license application and fee if proposer does not already possess such license.
4. A completed Internal Revenue Form W-9.

Failure of the successful proposer to make a timely submission to the Purchasing Officer may result in a rescission of acceptance of the proposal by the City and in award of contract to another proposer.

H. DISCLAIMERS

This Request for Proposal does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.

The City reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposers or to cancel the Request.

The City may require proposer to submit additional data or information the City deems necessary to substantiate the costs presented by the proposer. The City may also require proposer to revise one or more elements of its proposal in accordance with contract negotiations.

The City reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept.

I. DEADLINE FOR SUBMISSION OF PROPOSALS

Proposer shall submit an original and five (5) copies of its proposal in a sealed envelope to:

Purchasing Division
Department of Finance
City of Sunnyvale
650 West Olive Avenue
PO Box 3707
Sunnyvale, CA 94088-3707

As per D. 10 of this RFP, the proposed cost for completion of project and payment schedule should be included in a separate, sealed envelope. All copies should be printed double-sided on paper with a minimum 30% post-consumer recycled content. To be considered, proposals must be received at the address in the above paragraph by 3:00 p.m. on Wednesday, {enter date}. Late proposals will not be considered.

J. CONTACT PERSON

Inquiries relating to this Request for Proposals and/or the required services should be directed to:

Peter Gonda
Purchasing Officer
City of Sunnyvale
PO Box 3707
Sunnyvale, CA 94088-3707

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE

AND _____

FOR _____

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and _____("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to _____

_____

_____; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

2. Time for Performance

The term of this Agreement shall be from _____ to _____, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

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

4. Compensation

CITY agrees to pay CONSULTANT at the rate of $_____ per _____. Total compensation is not to exceed _____. CONSULTANT shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B" attached and incorporated by reference.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

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

8. Compliance with Laws

(a) CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, age (persons 40 years or older), disability, or any other basis to the extent prohibited by federal, state, or local law. All employees of CONSULTANT shall be treated during employment without regard to their race, creed, color or national origin.

(b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

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

10. Indemnity

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

11. Insurance

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

12. CITY Representative

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

13. CONSULTANT Representative

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

14. Notices

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

To CITY:

CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT:

_____

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

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

16. Termination

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

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

17. Entire Agreement; Amendment

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

18. Miscellaneous

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

Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

_____

Deputy City Clerk

_____

City Manager

APPROVED AS TO FORM:
("CONSULTANT")

_____

City Attorney

EXHIBIT "C"
INSURANCE REQUIREMENTS

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

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

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

The liability insurance shall include, but shall not be limited to:

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

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

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- CITY must be named as additional named insured with respect to the services being performed under the contract.
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.