



Council Meeting: June 12, 2012

SUBJECT: Award of Contract to Identify Alternatives for the Completion of the Stevens Creek Corridor Public Bicycle/Pedestrian Trail for the Cities of Sunnyvale, Cupertino, Los Altos and Mountain View (F1109-22) and Approval of Budget Modification No. 37

BACKGROUND

Approval is requested for the award of a consulting services contract in the amount of \$141,090 to Jana Sokale Environmental Planning of Newark, to conduct an analysis to identify alternatives for the completion of a public bicycle/pedestrian trail for the Cities of Sunnyvale, Cupertino, Los Altos and Mountain View. Approval is also requested for Budget Modification No. 37 to appropriate \$50,000 in grant funding, and for a contract contingency in the amount of \$16,410 to be utilized as necessary to complete the project.

Sunnyvale previously agreed to take the lead in procuring, managing and preparing a feasibility study for a unified Stevens Creek Trail corridor concept. A Joint Stevens Creek Trail Working Group (Working Group) was formed to provide oversight and facilitate the study. This group consists of staff and policy makers from the cities of Cupertino, Los Altos, Mountain View and Sunnyvale, along with the Santa Clara Valley Water District, and County of Santa Clara Parks and Recreation Department. Funding contributions were agreed upon by the partner cities and the Friends of the Stevens Creek Trail advocacy group (RTC No. 11-187). RTC No. 11-187 established a total project budget of \$107,500, but this amount is insufficient for the recommended contract award. An additional \$50,000 in grant funding has been secured from the Santa Clara Valley Transportation Authority Project Readiness Initiative to provide sufficient project funding.

DISCUSSION

The purpose of the Stevens Creek Trail Joint Cities Alignment and Feasibility Study will be to identify and technically evaluate the universe of potential trail alignments to complete a connected and unified Stevens Creek Trail from Mountain View to Cupertino. The intended outcome of the study is to identify a small sub-set of alternatives, including a preferred alternative, to carry into a subsequent environmental analysis and conceptual design phase. The approximate time frame for completing a study is late 2013. Public input will be a component of the study, and the Working Group will coordinate this effort. Public meetings will be held at key points during the study including initial

**Award of Contract to Identify Alternatives for the Completion of a Public Multi-Use
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alternatives identification, presentation of technical reports, and draft reporting stages.

Request for Proposals No. F1109-22 was jointly developed by the Cities of Sunnyvale, Cupertino, Los Altos and Mountain View. The Request for Proposals (RFP) process was selected because, unlike an Invitation for Bids, it allows for consideration of factors in addition to cost to select an alternative that provides the best overall value to the City. In this instance, staff determined that proposals would be evaluated based upon the following criteria:

- Adherence to RFP Requirements, 5 points
- Depth of Project Team's Experience, 20 points
- Project Understanding, 15 points
- Proposed Methodology and Management Plan, 25 points
- Ability to Meet Cities timeline for Completion of Services, 15 points
- Total Cost, 20 points

On November 30, 2011 Request for Proposals (RFP) No. F1109-22 was issued and directly distributed to firms known to have participated in similar projects. In addition, the RFP was advertised on the City's website and notification of the project was distributed to other potential consultants through the Onvia DemandStar public procurement network. Forty-six firms requested proposal documents.

On January 11, 2012 four responsive proposals were received, as follows:

<u>Proposer</u>	<u>Cost</u>
Jana Sokale Environmental Planning, Newark, California	\$141,090
KTU&A, San Diego, California	\$149,894
Questa Engineering Corp., Point Richmond, California	\$159,270
SSA Landscape Architects, Santa Cruz, California	\$440,150

The evaluation committee was led by the City's Purchasing Division and included representatives from Sunnyvale, Cupertino, Los Altos and Mountain View.

Following a comprehensive review of the written proposals, the committee agreed that the proposal submitted by Jana Sokale Environmental Planning offers the best value to the City for the following reasons:

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- The team has extensive experience and knowledge of the Stevens Creek Trail in Mountain View and Cupertino, including preparation of the 1991 Stevens Creek Trail and Wildlife Corridor Feasibility Study.
- Their proposal provides for comprehensive community involvement.
- In addition to providing the best overall value, their proposal was the lowest cost.

FISCAL IMPACT

Total project cost of \$157,500 consists of the \$141,090 base contract and a contingency in the amount of \$16,410. Funds in the amount of \$107,500 are available in Project 829200 - Stevens Creek Trail Feasibility Study. Existing project funds consist of Sunnyvale developer contributions and a grant from the Santa Clara Valley Transportation Authority, as well as funding contributed by Mountain View, Los Altos, Cupertino, and the Friends of the Stevens Creek Trail. Staff has secured an additional \$50,000 grant from the Santa Clara Valley Transportation Authority Project Readiness Initiative (PRI).

Budget Modification No. 37 has been prepared to appropriate \$50,000 of grant funding from the Santa Clara Valley Transportation Authority PRI to project 829200 - Stevens Creek Trail Feasibility Study.

Budget Modification No. 37

FY 2011/2012

	Current	Increase/ (Decrease)	Revised
Capital Projects Fund – General Assets Sub-Fund			
<u>Revenues</u>			
Santa Clara Valley Transportation Authority Project Readiness Initiative	\$0	\$50,000	\$50,000
<u>Expenditures</u>			
Project 829200 Stevens Creek Trail Feasibility Study	\$107,500	\$50,000	\$157,500

PUBLIC CONTACT

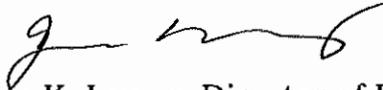
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's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

RECOMMENDATION

It is recommended that Council:

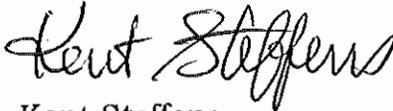
1. Award a contract, in substantially the same form as the attached draft and in the amount of \$141,090 to Jana Sokale Environmental Planning for consultant services to identify alternatives to complete a public multi-use bicycle/pedestrian trail for the Cities of Sunnyvale, Cupertino, Los Altos and Mountain View;
2. Approve a contract contingency in the amount of \$16,410; and
3. Approve Budget Modification No. 37 to appropriate additional Santa Clara Valley Transportation PRI grant funds in the amount of \$50,000.

Reviewed by:



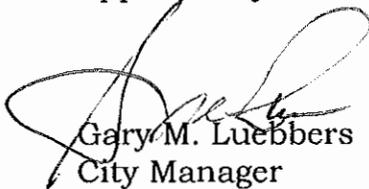
Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:



Kent Steffens
Director, Public Works

Approved by:



Gary M. Luebbers
City Manager

Attachments

- A. Draft Consultant Services Agreement

**ATTACHMENT A
DRAFT
CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE
AND JANA SOKALE ENVIRONMENTAL PLANNING
TO CONDUCT AN ANALYSIS
TO IDENTIFY ALTERNATIVES TO COMPLETE A PUBLIC MULTI-USE
BICYCLE/PEDESTRAIN TRAIL**

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

WHEREAS, CITY is in need of specialized services in relation to consulting services to conduct an analysis to identify alternatives to complete a public multi-use bicycle/pedestrian trail; 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 Request for Proposal No. F1109-22 and all requirements, specifications and terms and conditions contained therein, CONSULTANT'S proposal response attached hereto as Exhibit A, and CONSULTANT'S fee schedule attached hereto as Exhibit B, which are incorporated herein by this reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONSULTANT are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Time for Performance

The term of this Agreement shall be from date of execution through project completion, unless otherwise terminated pursuant to Section 16. CONSULTANT shall deliver the agreed upon services to CITY as specified in the Contract Documents.

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

Total compensation payable under this agreement shall not exceed One Hundred Forty One Thousand Ninety and no/100 dollars (\$141,090.00). Payment shall be made within thirty (30) days of receipt of an accurate, itemized invoice by CITY'S Accounts Payable Unit.

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, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.

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

9. Independent Contractor

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

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and 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 work described herein, 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 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

Jack Witthaus, Transportation Traffic Manager, 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

Jane Sokale, Principal Planner, shall represent CONSULTANT in all matters pertaining to the services to be rendered under this Agreement. All requirements of CONSULTANT pertaining to the services to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. 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: Jack Witthaus, Transportation and Traffic Manager
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: Jana Sokale, Principal Planner
 Environmental Planning
 7788 Hazelnut Drive
 Newark, CA 94560

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 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.

17. Entire Agreement; Amendment

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

18. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

JANA SOKALE ENVIRONMENTAL PLANNING
("CONSULTANT")

By _____
City Attorney

By _____

Proposal Response and Fee Schedule - Exhibit A

METHODOLOGY AND MANAGEMENT

I. PROJECT START-UP and IDENTIFICATION of TRAIL ALIGNMENT ALTERNATIVES

The team will thoroughly research and review planning documents and mapping. Key project team members will attend a kick-off meeting with City staff to review the project goals, collect available background information and review the project schedule. The project team will host an on-site kick-off meeting in order to conduct an initial field reconnaissance. The consultant team will then develop an inventory of existing and proposed trail facilities based upon data gathered from the meeting, background documents and the initial site visits. This information will be used to prepare an inventory of existing and proposed trail facilities and to identify a broad range of previously documented and new trail routes to evaluate in this feasibility analysis.

- A. **Collect Data and Review Background Documents** – Consultant will review background documents including the Policy and Planning Issues Related to Stevens Creek Trail (SCT) in Sunnyvale, SCT, Reach 4, Segment 2 in Mountain View, Los Altos SCT Feasibility Study, Cupertino SCT Feasibility Study, local Bicycle Master Plans, VTA Bikeways Map, Santa Clara County Trails Master Plan, natural resource inventories, aerial photos, 'As Built' record drawings and other pertinent information.
- B. **Attend Kick-off Meeting with City Staff (Mtg. #1)** - Consultant will attend kick-off meeting to initiate the project.
- C. **Develop Base Maps** – Consultant will create base maps for the study area suitable for documenting existing site conditions and communicating findings.
- D. **Conduct Site Visits with Subconsultant Team** - Consultant will host an on-site meeting to distribute project information and conduct a preliminary field reconnaissance of the creek corridor and on-street facilities that comprise the range of alternative trail routes. Subconsultants will focus their work efforts on specific areas of expertise. Project areas will be photographed and field measurements taken to assess feasibility and costs.
- E. **Document Site Conditions** – Consultant will undertake field reconnaissance trips to Stevens Creek corridor, surrounding roadways and local parks and schools to document the following:
 - Corridor Width and Property Ownership – Top of Bank, Right of Way, Fee Title and Utilities
 - Alternative Transportation Connections - Other Trails, On-street Bike Facilities, Buses, etc.
 - Channel Conditions – bank conditions, areas of downcutting and erosion, SCVWD structures, groundwater recharge zones and Permanente Creek bypass
 - Bridge Types – vertical and horizontal clearances, abutment types, pier locations, box culvert type and wingwall and headwall details, utilities
 - Roadway Crossings - signalized, free right turns, 4-way stop, 2-way stop, etc.
 - Rail Line Crossings – corridor width, horizontal and vertical clearances
 - Biological Conditions - habitat types, sensitive species, designated critical habitat, invasive species

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Narrow top of bank conditions along Highway 85 and Stevens Creek will require creative engineering solutions.

F. Develop Trail Alignment Alternatives Map – Consultant will create a preliminary map that illustrates the full range of potential trail alignments and existing site conditions critical to assessing technical feasibility.

G. Attend Meeting with Staff (Mtg. #2) - Consultant will meet with the Four Cities Joint Working Team to review potential routes and eliminate any that no longer merit further investigation at this early stage. Any routes that are eliminated will be documented in the feasibility report.

Conduct 1st Public Meeting to Present Full Range of Potential Trail Alignments and Gather Public Sentiment - See Section III for Public Outreach Details.

- H. **Develop Agency Contact List** – Consultant will develop a contact list of agencies with jurisdiction over the trail corridor and trail crossings. This list will include Caltrans, SCVWD, County Roads, County Parks, Cal Water, Four Cities Joint Working Team and others as needed. The consultant will work with agency staff to assess feasibility and identify technical constraints.
- I. **Identify Any Additional Technical Data Needs** – Identify additional project needs for conducting the feasibility study.
- J. **Execute Subconsultant Contracts, Manage Project and Coordinate Subconsultants Throughout Phase I**, execute subconsultant contracts, and maintain contact with City Project Manager and sub-consultant team. Provide direction to sub-consultants and review sub-consultant work.

Phase I Deliverables

- ◆ Report: Inventory of Stevens Creek Trails, Plans and Policies
- ◆ Mapping: Full Range of Alignment Alternatives and Existing Conditions
- ◆ Project Bibliography
- ◆ Attendance at 2 Meetings
- ◆ Attendance at Subconsultant Kick-off Site Visit
- ◆ 2 Meeting Agendas
- ◆ 2 Meeting Summaries

II. SITE ANALYSIS and PRELIMINARY ALIGNMENT CONCEPTS

The site analysis will evaluate the feasibility of completing a unified Stevens Creek Trail from Mountain View to Cupertino. The analysis will take into consideration land availability (corridor width, top-of-bank width and property ownership/easements),

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channel conditions especially in areas of potential structures (underpasses, cantilever trail segments, pedestrian/bicycle bridges), existing bridge types (structure design, location of abutments, channel lining), roadway conditions in areas where at-grade crossings may be necessary (traffic volumes, speed, existing ped/bike facilities), habitat type (in-stream wetlands, freshwater seeps, riverine, upland) and potential of habitat to support sensitive species such as Central California Coast steelhead, western pond turtles, white-tailed kites, burrowing owls and others. Consultant will establish criteria for assessing the degrees of trail feasibility.

The site analysis will result in the preliminary vetting of potentially feasible routes and crossing solutions that may include underpasses along the creek, overpasses spanning Highway 85 and rail corridors, at-grade controls and pedestrian/bicycle bridges. The feasibility of the proposed crossing solutions will be further vetted by soliciting input from the agencies with jurisdiction over the roadways, rail facilities and creeks in which the crossings are proposed. Our team has successfully planned, designed and constructed crossings within Caltrans, Joint Powers Board Authority, Caltrain, UPRR, PUC, County Roads and Airports and SCVWD jurisdictions. The solutions we propose will be based upon our understanding of the concerns of these agencies. We have successfully built numerous underpasses and overpasses along Stevens Creek in Mountain View and San Tomas Aquino Creek in neighboring Santa Clara. We have designed pedestrian bridges for trail systems in Milpitas, Cupertino, Mountain View and San Jose. We have also built overpasses spanning Caltrain and underpasses crossing beneath the Joint Powers Board rail lines. This experience allows us to develop conceptual design solutions that can be built and to indicate when site conditions simply do not support these crossings.

We will maintain close communication with Four Cities Joint Working Team during this phase to ensure that critical information is shared promptly. We plan to schedule regular meetings throughout this phase. The findings of the site analysis, the conceptual alignments and crossing solutions will be the basis for the Feasibility Report.

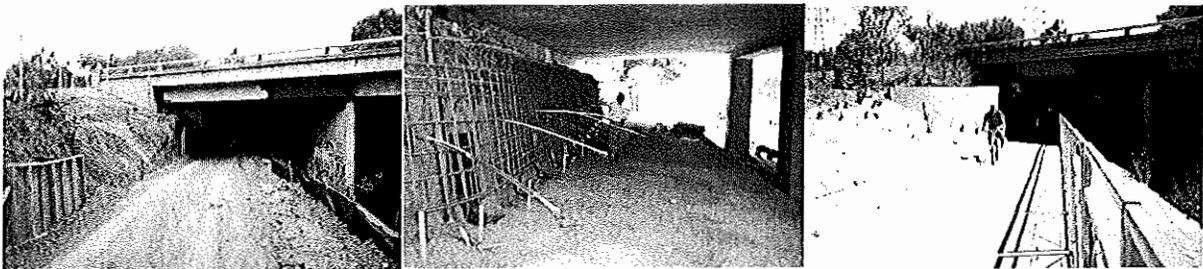
- A. **Develop Feasibility Criteria, Evaluate Site Conditions and Communicate Results –** The Project Team will prepare a draft list of criteria to be used in identifying the preferred alignment of the Stevens Creek Trail. The criteria will be used to evaluate feasibility and vet alignments and crossing solutions. Criteria may include:
- ◆ Land availability
 - ◆ Route directness and continuity
 - ◆ Existing on-street bicycle facilities
 - ◆ Intersection control type
 - ◆ Number of travel lanes
 - ◆ Posted speed limits
 - ◆ Traffic volumes, where available
 - ◆ Presence of sidewalk, sidewalk width and condition
 - ◆ Crosswalk locations and control or enhancements
 - ◆ Physical barriers
 - ◆ Presence of ADA infrastructure
 - ◆ Collision frequency/severity
 - ◆ Potential corridor/segment improvement
 - ◆ Biological impacts
 - ◆ Neighborhood concerns
 - ◆ Cost of improvements
 - ◆ Opportunities for partnership

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Prepare for inclusion in feasibility report an assessment narrative of each alignment highlighting opportunities and constraints that may include for each alignment:

- ◆ Land Availability – Ownership and Easements
- ◆ Recreation and Alternative Transportation Use
- ◆ Crossing Feasibility within the creek corridor, spanning highways and rail lines:
 - POC Alignment
 - Ped/Bike Plans
 - Retaining Wall Layout and Typical Sections
- ◆ On-street Route Feasibility:
 - Traffic Volumes and Speed
 - Connectivity and Travel Time
 - Roadway Design and Improvements
 - Safe Routes to Schools
- ◆ Habitat Sensitivity
 - Listed Species
 - Critical Habitat
 - Habitat Improvements planned by agencies
- ◆ Institutional Issues and Regulatory Permits
- ◆ Itemized Detail Budget Estimates

- B. **Develop Preliminary Trail Alignments and Crossings Concepts** – Develop conceptual trail alignments and crossing solutions including underpasses, pedestrian /bicycle overpasses and bridges and at-grade crossings controls. Solutions will take into consideration land availability, need to pass flood flows, traffic volumes and speed, Caltrans and UPRR design guidelines for projects within ROW, habitat sensitivity and potential to secure regulatory permits. The alignment and crossing concepts will 1) identify alignments that meet user interests, 2) avoid impacts to sensitive resource areas and/or propose possible mitigation opportunities, and 3) minimize long-term maintenance concerns. Alignments will be assessed for the potential to serve multiple functions beyond recreational trail use and commuting such as emergency access and/or maintenance access.



Mark Thomas & Company and Hill Associates used tie-back construction in the design of this trail underpass located beneath Highway 85 along Stevens Creek in Mountain View.

- C. **Conduct Project Team Meeting to Refine Concepts** – Meet with the consultant team to refine crossing concepts and alignments, identify connections to the existing pedestrian and bicycle system and highlight the benefits of the completing the Stevens Creek Trail. Evaluate how the project would enhance walkability and bicycling.

Conduct 2nd Public Meeting to Present Preliminary Trail Alignments and Crossing Solutions and Gather Public Sentiment - See Section III for Public Outreach Details.

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- D. **Review Preliminary Trail Alignments and Crossing Concepts with Staff (Mtg. #3)** – Meet with Four Cities Joint Working Team to provide a preliminary overview of the opportunities and constraints to providing bicycle and pedestrian facilities from Dale/Heatherstone to Stevens Creek Boulevard. Review the preliminary trail alignments, crossing solutions and plan for presenting these concepts to the affected agencies.

*Conduct 3rd Public Meeting to Present Refined Alignments/Crossings and Gather Input
See Section III for Public Outreach Details.*

- E. **Solicit Input on Preliminary Alignments and Crossings Concepts from Affected Agencies** – Contact and/or meet individually with Caltrans, UPRR, County Roads, SCVWD and Cal Water to present conceptual crossing solutions and gain support for trail facilities, as needed.
- F. **Refine Trail Alignments and Crossings Concepts based upon Agencies' Comments** – Refine alignments and crossing concepts to reflect input received from the agencies.
- G. **Review Agency Comments (Mtg. #4)** – Discuss agency comments with Four Cities Joint Working Team and plan for public meeting on alignment preferences.

*Conduct 4th Public Meeting to Gather Public Sentiment on Alignment Preferences
See Section III for Public Outreach Details.*

- H. **Update Project Schedule** - Update meeting and work schedule.
- I. **Manage Project and Coordinate Subconsultants** – Throughout Phase II, maintain contact with Project Manager and sub-consultant team. Provide direction to sub-consultants and review sub-consultant work.

Phase II Deliverables

- ◆ Feasibility Assessment Criteria
- ◆ Alignment Assessment Narratives and Detailed Maps for up to three alignments addressing crossing designs, traffic engineering, biological resources, anticipated trail use and institutional issues by alignment
- ◆ Attendance at 3 Meetings
- ◆ 3 Meeting Agendas
- ◆ 3 Meeting Summaries
- ◆ Updated Schedule

III. PUBLIC OUTREACH

The Consultant team will present the full range of trail alignment alternatives, feasibility assessment, refined alignments and conceptual crossings solutions and the feasibility report at the public meetings. The team will solicit information and alignment preferences from the community on the proposed pedestrian and bicycle facilities. One meeting will be held for each phase of the project. Information gathered from the community will be integrated into the feasibility report. The consultant team will prepare the meeting agendas, presentation materials and summaries of meeting comments. The summaries will become appendices to the feasibility report.

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- A. **Prepare Exhibits for Community Meetings** – Prepare draft and final exhibits (maps, cross-sections and perspective illustrations) for community meetings. Develop exhibits that will also be used in the feasibility report.
- B. **Alignment Alternatives Public Meeting (Public Mtg. #1)** – Prepare agenda and presentation materials for illustrating full range of trail alignment options including previously identified routes and new alignments. The Consultant will provide a summary of the meeting comments and a list of follow-up action items.
- C. **Feasibility Assessment Public Meeting (Public Mtg. #2)** – Prepare agenda and presentation materials for illustrating opportunities and constraints associated with each alignment under study. The Consultant will provide a summary of the meeting comments and a list of follow-up action items.
- D. **Refined Alignment and Crossing Concepts Public Meeting (Public Mtg. #3)** – Prepare agenda and presentation materials for illustrating the refined alignments and crossing solutions incorporating previous public comment and agency feedback. The Consultant will provide a summary of the meeting comments and a list of follow-up action items.
- E. **Community Preferences Public Meeting (Public Mtg. #4)** – Prepare agenda and presentation materials for illustrating the feasible alignments and crossing solutions to solicit public comment and preferences on the feasible alternative routes. The Consultant will provide a summary of the meeting comments and a list of follow-up action items.
- F. **Review Public Comments and Determine Alignments for Inclusion in Feasibility Report with Four Cities Joint Working Team (Mtg. #5)** – This meeting will focus on the selection of the preferred alignments and crossings solutions to be included in the feasibility report. The feasibility report will also include the findings of the field reconnaissance, comments communicated by the affected agencies and the preferences generated at the public meetings
- G. **Draft Trail Feasibility Study Report Public Meeting (Public Mtg. #5)**
Prepare agenda and present the draft feasibility report to solicit public comment. The consultant will provide a summary of the meeting comments and a list of follow-up action items.
- H. **Final Trail Feasibility Study Report Public Meeting (Public Mtg. #6)** – Prepare agenda and present the final feasibility



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report and update the community on plans for trail development. The Consultant will provide a summary of the meeting comments and a list of follow-up action items.

- I. **Manage Project and Coordinate Subconsultants** – Throughout Phase III, maintain contact with Project Manager and sub-consultant team. Provide direction to sub-consultants and review sub-consultant work.

Phase III Deliverables

- ◆ Public Meeting Exhibits
 - ◆ Maps, Cross-sections and Perspective Illustrations
- ◆ Attendance at 6 Public Meetings and 1 City Meeting
- ◆ 6 Public and 1 City Meeting Agendas
- ◆ 6 Public Meeting Summaries
- ◆ Updated Schedule

IV. ADMINISTRATIVE DRAFT TRAIL FEASIBILITY REPORT

The Feasibility Report will describe the purpose and benefits of completing the Stevens Creek Trail and the process undertaken to investigate the range of alignment alternatives and arrive upon preferred route(s). The report will highlight the findings of the site analysis and describe those routes and crossings found to be feasible based upon site conditions and agency requirements. The proposed alignments and conceptual crossings will be detailed at a level sufficient to communicate design objectives for preparation of an environmental review document.

The Feasibility Report will provide additional tools for evaluating development decisions. It will include tiered recommendations regarding phasing and funding and include cost estimates sufficient for budgeting purposes. Potential partnership opportunities that come to light during the investigation will also be documented in the report.

- A. **Prepare and Submit Table of Contents** – The Table of Contents will be submitted to the Project Manager for review and input prior to developing the Administrative Draft Feasibility Report.

*Conduct Study Sessions to Present Trail Alignments and Gather Public Sentiment
See Section IV for Study Sessions and Public Meeting Details.*

- B. **Prepare and Submit Administrative Draft Trail Feasibility Report** – Develop a Draft Trail Feasibility Report and submit four (4) copies to the City Project Manager for staff review. The Project Manager will consolidate all staff comments into one document to provide to Consultant. The Administrative Draft Trail Feasibility Report will likely include chapters and mapping on:

1. Executive Summary
2. Purpose, Benefits, Process and Community Input
3. Feasibility Criteria and Findings
4. Alignment Narratives and Crossing Concepts
 - a) Route Descriptions
 - b) Solutions to Constraints
 - c) Transportation Connections, Staging Areas and Amenities
5. Alignments Considered but Abandoned
 - a) Route Description
 - b) Reason for Rejecting Alternative
6. Itemized Construction Budget Estimates with Future Cost Adjustments

METHODOLOGY AND MANAGEMENT

7. Trail Implementation and Phasing Recommendations
 8. Partnership Strategies
 9. Appendices - Subconsultant Reports and Community Meeting Minutes
- C. **Attend Meeting to Review Staff Comments (Mtg. # 6) – Meet with Four Cities Joint Working Team to review comments on administrative draft feasibility report and seek direction on final report.**
- D. **Update Project Schedule - Update meeting and work schedule.**
- E. **Manage Project and Coordinate Subconsultants - Throughout Phase IV maintain contact with Project Manager and sub-consultant project team. Provide direction to sub-consultants and review work.**

Phase IV Deliverables

- ◆ Administrative Draft Trail Feasibility Report – 4 copies & electronic files
- ◆ Attendance at 1 Meeting
- ◆ 1 Meeting Agenda
- ◆ 1 Meeting Summary
- ◆ Updated Project Schedule



The 1991 Stevens Creek Trail and Wildlife Corridor Feasibility Study stood the test of time and resulted in the successful construction of the trail in Mountain View.

METHODOLOGY AND MANAGEMENT

V. DRAFT TRAIL FEASIBILITY REPORT

The consultant team will incorporate staff comments into the Draft Trail Feasibility Report.

- A. **Prepare and Submit the Draft Trail Feasibility Report** - The consultant will consolidate comments, make revisions and prepare Final Trail Feasibility Report and will submit four (4) copies and one (1) electronic file.

Phase V Deliverables

- ◆ Draft Trail Feasibility Report – 4 copies and electronic files

*Conduct 5th Public Meeting to Present the Draft Trail Feasibility Study
See Section III for Public Outreach Details.*

*Present Draft Trail Feasibility Study at Commission and Council Meetings
See Section IV for Study Sessions and Public Meeting Details.*

VI. STUDY SESSIONS AND PUBLIC MEETINGS

- A. **Prepare Presentation and Graphics for Study Sessions** – Prepare draft and final presentation and graphics (maps, cross-sections and perspective illustrations) to communicate trail concepts at study sessions.
- B. **Present Trail Concepts at Four (4) Joint Bicycle and Pedestrian Advisory and Parks and Recreation Commission Study Session (Public Mtgs. #7-10)** – Present trail concepts to solicit public comment.
- C. **Present Trail Concepts at Four (4) City Council Study Sessions (Public Mtgs. #11-14)** – Present the draft feasibility report to solicit public comment.
- D. **Prepare Presentation and Graphics for Public Meetings** – Prepare draft and final presentation and graphics (maps, cross-sections and perspective illustrations) for public meetings.
- E. **Bicycle and Pedestrian Advisory Commissions (Public Mtgs. #15-18)** – Present the draft feasibility report to solicit public comment.
- F. **Parks and Recreation Commissions (Public Mtgs. #19-22)** – Present the draft feasibility report to solicit public comment.
- G. **City Council (Public Mtgs. #23-26)** – Present the draft feasibility report to solicit public comment.
- H. **Attend Meeting to Review Comments Received during BPAC and P&R Commission and City Council Meetings (Mtg. # 7)** – Meet with Four Cities Joint Working Team to review comments and receive direction on preparation of final feasibility report.
- I. **Manage Project and Coordinate Subconsultants** – Maintain contact with Project Manager and sub-consultant team. Provide direction to sub-consultants.

METHODOLOGY AND MANAGEMENT

Phase VI Deliverables

- ◆ Trail Concepts Presentation and Graphics
 - ◆ Maps, Cross-sections and Perspective Illustrations
 - ◆ PowerPoint Presentation
- ◆ Feasibility Report Presentation and Graphics
 - ◆ Maps, Cross-sections and Perspective Illustrations
 - ◆ PowerPoint Presentation
- ◆ Attendance at 8 Study Sessions
- ◆ Attendance at 12 Public Meetings
- ◆ Attendance at 1 Meeting
- ◆ 1 Meeting Agenda
- ◆ 1 Meeting Summary

VII. FINAL TRAIL FEASIBILITY REPORT

The consultant team will incorporate comments from the Four Cities Joint Working Team and Commissions and Councils from the four cities into the Final Trail Feasibility Report.

- A. **Prepare and Submit the Final Trail Feasibility Report** - The consultant will consolidate comments, make revisions and prepare Final Trail Feasibility Report and will submit forty (40) copies, four (4) unbound originals and four (4) electronic file to the City Project Manager.

Phase V Deliverables

- ◆ Final Trail Feasibility Report – 40 copies, 4 unbound original and 4 electronic files

*Conduct 6th Public Meeting to Report on City Plans for Trail Development
See Section III for Public Outreach Details.*

Exhibit B
FEE PROPOSAL SUMMARY

Our line item fee proposal for providing the trail planning services outlined in Request for Proposals #F1109-22 is attached for review. We have included participation in the many meetings identified in the Scope of Services. We focused staff resources on the community through public outreach meetings and study sessions and with the Four Cities Joint Working Team throughout the feasibility study. We have attempted to minimize staff time associated with the report acceptance process.

However, as you will see considerable budget (\$38,540) is expended on meetings. We believe some of these meetings could be consolidated to reduce the total project budget. We hope that we will have the opportunity to work with you to craft a trail planning process that meets the needs of the four cities.

IDENTIFICATION of TRAIL ALIGNMENT ALTERNATIVES	\$27,455
SITE ANALYSIS and PRELIMINARY ALIGNMENT CONCEPTS	\$35,590
PUBLIC OUTREACH Community Outreach Meetings	\$21,340
ADMINISTRATIVE DRAFT TRAIL FEASIBILITY REPORT	\$22,200
DRAFT TRAIL FEASIBILITY REPORT	\$8,015
STUDY SESSIONS AND PUBLIC MEETINGS BPAC and P&R Commission and City Council Meetings	\$17,200
FINAL TRAIL FEASIBILITY REPORT	\$7,435
REIMBURSABLE ALLOWANCE - FINAL REPORT COPIES	<u>\$1,500</u>
Proposal Total	\$141,090

Submitted by:



Jana Sokale
Principal Planner

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. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.