

# **Request for Proposals**

February 12, 2014

East Bay Regional Park District

Feasibility and Preliminary Engineering Study

**Proposals Due March 12, 2014**



February 12, 2013

Dear Prospective Consultant:

East Bay Regional Park District (EBRPD) invites your firm to submit a proposal for the preparation of a feasibility study for the Niles Canyon Trail(s).

The study will focus on the development of a Class I paved non-motorized trail connecting Mission Blvd. in Union City to the town of Sunol. Trail design should meet Caltrans Class I standards as contained in Chapter 1000 of the Highway Design Manual, and be a minimum of 10' in width. The project will also include a non-motorized, natural surface, narrow, trail from the Sunol Water Temple, through the Vargas Plateau, to EBRPD's staging area on Canyon Rd, and it will identify and evaluate a non-motorized trail crossing a railway corridor. Detailed requirements for the study are contained in the enclosed request for proposals.

A site visit for prospective consultants is will be held on February 26<sup>th</sup> at 10:30 AM at Vallejo Mills City Park in Fremont. Proposals are due not later that the close of business on March 12<sup>th</sup>, 2013.

EBRPD looks forward to your participation in this selection process. Please feel free to call if you have any questions.

Yours truly,

Suzanne Wilson  
Trails Coordinator  
510-544-2609

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# **NILES CANYON TRAIL: MISSION BLVD. TO SUNOL**

## **Feasibility and Preliminary Engineering for the Niles Canyon Trail:**

### **Background**

The East Bay Regional Park District's (EBRPD) 2013 Trails Master Plan includes a long-distance regional trail titled the San Francisco Bay to San Joaquin River Trail. Segments of this trail running through the Niles Canyon corridor (and connecting to the existing Alameda Creek Regional Trail) include Niles Canyon and Niles Canyon to Shadow Cliffs. The Niles Canyon portion of the trail is of regional importance, providing a non-motorized transportation corridor and linking parklands on the west side of the County to those on the East. The primary purpose of this effort is to evaluate the feasibility of establishing a paved, Class 1 trail from Mission Blvd in Fremont to the town of Sunol.

This study will also evaluate the feasibility of establishing the Vargas to Sunol Ridgeline Trail, a natural surface trail connecting Vargas Plateau Regional Park to the proposed Alameda Creek Watershed Center to be located on San Francisco Public Utilities Commission property in Sunol. Finally, the study will identify and evaluate a safe non-motorized trail crossing of the Alameda County-owned rail corridor currently used by the Pacific Locomotive Association, to connect the Bay Area Ridge Trail to the Alameda Creek Trail at Mission Blvd.

### **Project Description**

East Bay Regional Park District, in cooperation with Alameda County, the Alameda County Water District, the San Francisco Public Utilities Commission, Caltrans, the Altamont Corridor Express and the Pacific Locomotive Association is interested in the completion of a feasibility and preliminary engineering study for three proposed EBRPD Regional Trail segments located in Niles Canyon in Alameda County, as depicted on the District's Existing and Potential Parklands and Trails Map adopted by the District's Board of Directors in 2013. These trails will provide an important transportation and recreation amenity for the community. The project site has a wide range of topographical, environmental and right of way constraints, including proximity to, and crossing of, Alameda Creek, State Highway 84 and several active rail lines. The goal of the project will be to develop a preliminary design and identify environmental issues for a Class I paved, non-motorized trail through Niles Canyon from Mission Blvd to the town of Sunol, an unpaved recreation trail along the ridgeline connecting Vargas Plateau Regional Park with the proposed Watershed Center now under development by the San Francisco Public Utilities Commission in Sunol, and a safe crossing of the Alameda County-owned rail corridor to connect the Bay Area Ridge Trail to Mission Blvd.

The paved non-motorized trail segment design should meet Caltrans Class I standards contained in Chapter 1000 of the Highway Design Manual, and be a minimum of 10' in width. Preliminary engineering and design concepts should consider issues relating to the

underlying property owners which include, but may not be limited to, EBRPD, Alameda County, Caltrans, and SFPUC.

Properties impacted by the proposed trail and right of way necessary for completion of the trail should also be identified. The preliminary engineering drawings will consider and address any topographic features or wetlands issues which might constrain the trail alignment, and map and describe any historical water-related infrastructure.

### **Specific components of the study will include:**

#### **Task 1: Data Gathering and Preliminary Analysis**

- Project site mapping
- Existing conditions reconnaissance
- Biological and cultural resources assessment
- Geotechnical, hydrology and drainage investigation
- Project initiation public meeting
- Review of historical water-related infrastructure (provide copies of applicable record documents)

#### **Task 2: Preliminary Project Design**

- Identify potential and preferred alignments for both trail segments
- Preliminary engineering and design plans, considering the preservation of any historical water-related infrastructure
- Project description sufficient for CEQA/NEPA environmental analysis and regulatory permit applications (the preparation of CEQA/NEPA documents are outside the scope of this study).
- Public meeting to present preliminary findings

#### **Task 3: Permit/Plan Consistency Review**

- Consistency with adopted EBRPD, local, county and statewide plans
- Permitting and implementation strategy

#### **Task 4: Final Conceptual Engineering Report**

- Incorporate EBRPD design guidelines and standards
- Incorporate Caltrans Highway Design Manual on Bikeway Facilities (chapter 1000)
- Hold Public meeting to present study results

## **Feasibility/Conceptual Engineering/Biological Assessment Report Deliverables**

The deliverables will include at a minimum, the following components:

1. A text report demonstrating due diligence in considering the physical, environmental and right of way issues involved in constructing this trail segment, including the following:
  - a. Overview and description of the project site including existing infrastructure, utilities, and any existing facilities adjacent to the proposed trail alignment.
  - b. 1"= 40' scale topographic drawings of alignment, preliminary design of the trail and associated structures. Plans shall show the boundaries per Assessor's maps of those properties that the proposed trail will cross and all properties that are within 300 feet on either side of the centerline of the proposed trail corridor. Include APN, ownership name, and contact information. Show the location and dimensions of any easements that will be required to implement the trail plan.
  - c. Known utilities and other existing improvements that are within or adjacent to the proposed trail improvements. Any major topographic features that will have a direct bearing on the final design of the trail will be identified and shown. Show location(s) of historical water related infrastructure on developed maps, designate facilities that appear to be still present, and provide a visual condition assessment of those facilities.
  - d. Preliminary engineering drawings with dimensions, recommended materials, and any other structures required for construction. Provide on CD ROM disks using the most current version of AutoCAD with \*.dwg file extensions.
  - e. Preliminary cost estimates for trail development and associated structures (fencing, retaining walls, bridges, causeways, entry structures, signs, paving needs) for each of the three segments.
  - f. Discussion of public access issues, (liability, trespass, personal safety, security, etc.) and private and public ownerships along the trail route
  - g. Identification of existing habitat and drainage features in the project vicinity. Review and provide information from the California Natural Diversity Database (CNDDB) Special Status Species list known or potential listed species to occur in area.
  - h. List of any required permits from regulatory agencies.

- i. Consistency with EBRPD 2013 Master Plan guidelines and local, county, and State Bicycle and Pedestrian Plans.
- j. Provision of three public meetings to discuss the project with stakeholders, property owners and the public, one at project initiation, one to present preliminary findings and one upon completion of the study.
- k. Ten (10) bound copies of the Final Report and Adobe PDF file on disc.

**East Bay Regional Park District shall provide to Selected Consultant for use in the Study:**

**In Electronic or Paper Format:**

- Planimetric base maps at 1" = 40' of project area, in the current version of AutoCAD on CD-ROM
- East Bay Regional Park District Master Plan, 2013
- Current EBRPD standard details for trail entry structures, fencing and signs.

**Site Visit/Pre-proposal Meeting**

A site visit/pre-proposal meeting for prospective Consultants is planned for **February 26, 2014 at 10:30 a.m. at Vallejo Mills City Park in Fremont;** Attendance on this site visit is not a requirement for a consultant to be selected for this project. Map to site enclosed.

**Form and Content of Proposals**

Six (6) copies of the proposal must be received before the close of business **on March 12, 2014** to East Bay Regional Park District, Attention Suzanne Wilson, P.O. Box 5381, 2950 Peralta Oaks Court, Oakland, CA 94605

CONTENT: To simplify the review process and obtain the maximum degree of comparability, we request a proposal organized in the following manner.

1. **Transmittal Letter**
2. **Table of Contents**
3. **Overview and Summary:** This section should clearly convey the Consultant understands of the nature of the work and the approach to be taken.
4. **Detailed Work Program:** This section should include a full description in

outline form of the work program elements to be followed in carrying out the work, a detailed description of the expected background research and final product contents by task, allocation of resources to each component of project study, any phasing of work output, product deliverable, and reporting schedule, including final report. The work description should be broken down into a sufficient level of detail to show a clear understanding of the work proposed.

- Specific tasks and general budget allocation
- Schedule

- 5. Staffing:** This section should describe the Consultant's approach to the management of work. The management program should include a description of how the project will be staffed including the names and qualifications of key personnel and any sub-contractors who will work on the project, and the names of and amount of work key personnel and sub-contractors will be responsible for. (Resumes for all personnel should be included in an Appendix.) Staffing assignments should be specific enough to demonstrate understanding of the skills required and commitment of proper resources. No staffing substitutions shall be made without the Park District's approval.
- 6. Similar Projects:** Provide a short description of previous projects, which demonstrate your qualifications for this project. Provide client references from projects (underway or completed, preferably projects which can be visited for review) for which your firm has performed services similar to those described in this RFP.
- 7. Cost Proposal:** This section should provide a full description of the expected costs for the work described in this RFP. This information should allow the determination of the expenditure distribution between various components of the project, and the work breakdown by key personnel or sub-consultants. The cost of this study shall not exceed \$130,000. Proposals should include a fee schedule for professional services and be based on billing time and materials with a maximum lump sum fee, which will not be exceeded.
- 8.** Proposals must bear the signature of a Principal of the firm.

## **Proposal Evaluation Factors**

The Consultant will be selected on the basis of understanding of the project, technical approach, and allocation of resources, experience of the project team, and professional background and expertise in the area of park/trail design.

## **Consultant Selection Timetable**

	<b><u>Date</u></b>
Send RFP	February 12, 2014
Site Visit	February 26, 2014
Closing Date for Receipt of Proposals	March 12, 2014
Consultant Interviews	week of March 24th, 2014
Consultant Selection and Initiation	week of March 30th, 2014

## **Work Schedule**

Completion of Scope of Services and submittal of all deliverables by: **October 31, 2014**

## **Compensation**

Compensation for consulting services shall be based on the Consultant's current fee schedule of professional services (including expenses), not to exceed the proposed maximum lump sum fee of \$130,000 for this project.

## **Rejection Rights**

All firms are hereby notified that the selection of the Consultant for this project and any agreements for services resulting from this Request for Proposals is dependent upon the approval of the East Bay Regional Park Districts Board of Directors. The Park District reserves the right to reject any and all submittals or to re-solicit if it is deemed to be in the public interest.

## **Cost of Response Preparation**

The Park District will make no reimbursement for any cost incurred by a prospective Consultant for the preparation of a response to this Request for Proposals.

**Attachment A**, Reference map of Study Area & meeting location for site tour/pre-proposal meeting

**Attachment B**, Sample copy of EBRPD standard insurance requirements.

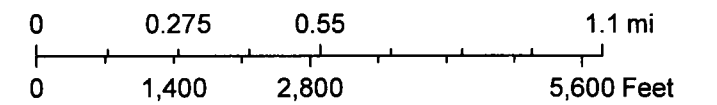


# Niles Canyon Vicinity Map



Printed: January 22, 2014

1:23,644



East Bay Regional Park District.  
Site managed by GIS Services.



**CONTRACT FOR SERVICES**  
**CLASS B**  
(Medium Risk)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the East Bay Regional Park District, a special district, 2950 Peralta Oaks Court, Oakland, California ("District") and \_\_\_\_\_, hereinafter referred to as "Contractor".

RECITALS

A. District desires to engage the services of Contractor to provide various services herein described; and

B. Contractor desires to perform such services for District;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Term

The term of this Agreement shall commence \_\_\_\_\_, and shall end on \_\_\_\_\_. This Agreement may be terminated at any time by either party by giving 30 days' prior written notice to the other party.

2. Scope of the Contract

a. During the term of this Agreement, Contractor shall provide services as documented in Exhibit A attached hereto and made a part hereof.

Contractor agrees to utilize his/her professional skill and best efforts in the performance of the services specified herein. The representative of Contractor who will make all presentations, attend public hearings and supervise all service shall be \_\_\_\_\_.

b. District shall be responsible for performances under Exhibit B (unless not necessary and covered in Exhibit A) attached hereto and made a part hereof.

The representative of District who will monitor this Agreement and be responsible for its interpretation and/or modification shall be \_\_\_\_\_.

3. Time of Performance and Payment

a. Performance: Contractor's work shall be scheduled and performed to meet agreed-upon deadlines.

b. Payment: District shall compensate Contractor for services performed by Contractor as set forth in the rate schedule documented in Exhibit C (unless not necessary and

covered in Exhibit A) attached hereto and made a part hereof. All expenses incurred as part of this Agreement will be reimbursed at actual cost. Such compensation shall be full payment to Contractor (including expenses) for performance of said services; provided, however, that in no event shall the sum of total compensation paid Contractor and reimbursable expense exceed \$\_\_\_\_\_ without prior written authorization by District.

Contractor shall submit his/her compensable hours and reimbursable expenses monthly, and District shall make payments on the approved reimbursable expenses within 30 days, provided that in no event shall the amount paid Contractor exceed that percentage of the maximum total compensation and expenses payable under this Agreement (\$\_\_\_\_\_) which percentage equals the percentage of Contractor's work complete at the time.

#### 4. Abandonment of Project

a. District shall have the right to abandon or indefinitely postpone ("abandon" or "abandonment") the project or the services for any or all of the project at any time. In such event, District shall give written notice of such abandonment. In the event of abandonment prior to completion of the final drawings and cost estimates, Contractor shall have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to District, a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, shall be payable by District within 30 days following submission of a final statement by Contractor.

b. Should the project or any portion thereof be abandoned, District shall pay Contractor for all services performed theretofore in accordance with the terms of this Agreement as provided in paragraph 3.a and b above, as full payment due hereunder.

#### 5. Contractor as Independent Contractor

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an agent or employee of District. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of his/her services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his/her own acts and those of his/her subordinates, subcontractors, agents and employees.

#### 6. Brokers: Compliance with Federal, State and Municipal Statutes

Contractor warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon

or resulting from the award of this Agreement. Contractor shall indemnify, defend, protect and hold harmless District, its directors, officers and employees from such claims.

Contractor shall comply with all Federal, State and local laws and regulations applicable to his/her work hereunder.

7. Employment Practices

During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor's subcontractors will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. Contractor and Contractor's subcontractors will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

b. Contractor and Contractor's subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, or national origin.

c. Contractor and Contractor's subcontractors will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor, including but not limited to Contractor's development, construction, occupation, use, operation, maintenance and/or removal of the property, premises, or any facilities or operations thereon, including events occurring on or off the property, premises, or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of the District, its officers, directors, agents or employees.

b. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases District from any liability relating to or in any way connected to Contractor's activities or Contractor's use of the property, premises or facilities,

unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents or employees.

c. The provisions of this section shall survive the termination or expiration of this Agreement.

## 9. Insurance

Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to District. Contractor shall, 15 days prior to the commencement of this Agreement and prior to the termination of any policy, supply District with a certificate showing that such insurance is in force.

a. Workers' Compensation as required by law and Employer's Liability with limits of \$500,000 per occurrence (if employees are to be hired); and

b. Automobile Liability (bodily injury and property damage) in the minimum amount required by the State of California.

Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

In case of the breach of any provision of this section, District may, at District's option, take out and maintain, at the expense of Contractor, such types of insurance in the name of Contractor as District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the District.

## 10. Default

\_\_\_\_\_ In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Agreement by Contractor,
- b. Terminate this Agreement, or
- c. Perform the obligations of the Contractor,

whereupon Contractor shall reimburse District for any amounts paid or expenses incurred by District, or pay District any expenses and/or damages incurred by District in the performance of such obligations, together with interest at the maximum rate of interest allowed by law on demand by District. District at its option may deduct any sum due to District from sums to be paid by District to Contractor. The above remedies are in addition to any other remedies at law or equity District may have. Contractor shall pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of District and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Advice of Counsel/Attorneys' Fees

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

13. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be personally delivered or sent by prepaid U. S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

DISTRICT: East Bay Regional Park District  
P. O. Box 5381  
Oakland, CA 94605-0381

CONTRACTOR:

Either party may change its address by giving notice to the other in the manner provided herein.

14. Governing Law

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

15. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties. In the event that the terms or conditions of any Exhibits to this Agreement conflict, directly or indirectly, with paragraphs 1 through 16 of the Agreement, the provisions of paragraphs 1 through 16 of the Agreement shall control.

16. Severability

The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

EAST BAY REGIONAL PARK DISTRICT

By \_\_\_\_\_  
Chief or AGM or GM

By \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

Date: \_\_\_\_\_