

REQUEST FOR PROPOSALS

Crocker Park Recreational Trail Master Plan

Brisbane Parks & Recreation

50 Park Place
Brisbane, CA 94005

p. 415.508.2140
Email. nleek@brisbaneca.org



The City of Brisbane, CA is seeking proposals from qualified individuals, firms, teams (hereinafter referred to as Consultant) with demonstrated experience in developing park and trail system master plans through a process of active public engagement. Consultants are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services required.

Selection will be made from responsive proposals that will best serve the interests of the City based on a combination of price, experience, availability, and capacity to perform the specified work.

Please submit your proposal using the format specified in this Request For Proposals (RFP). **PROPOSALS MUST BE RECEIVED BY FEBRUARY 7TH, 2020.** Any proposal received after the specified time and date will not be considered. Proposals may be submitted in a sealed envelope by hand delivery or mailed to:

Noreen Leek
Recreation Manager
City of Brisbane
50 Park Place
Brisbane, CA 94005

Questions regarding proposals should be directed to:

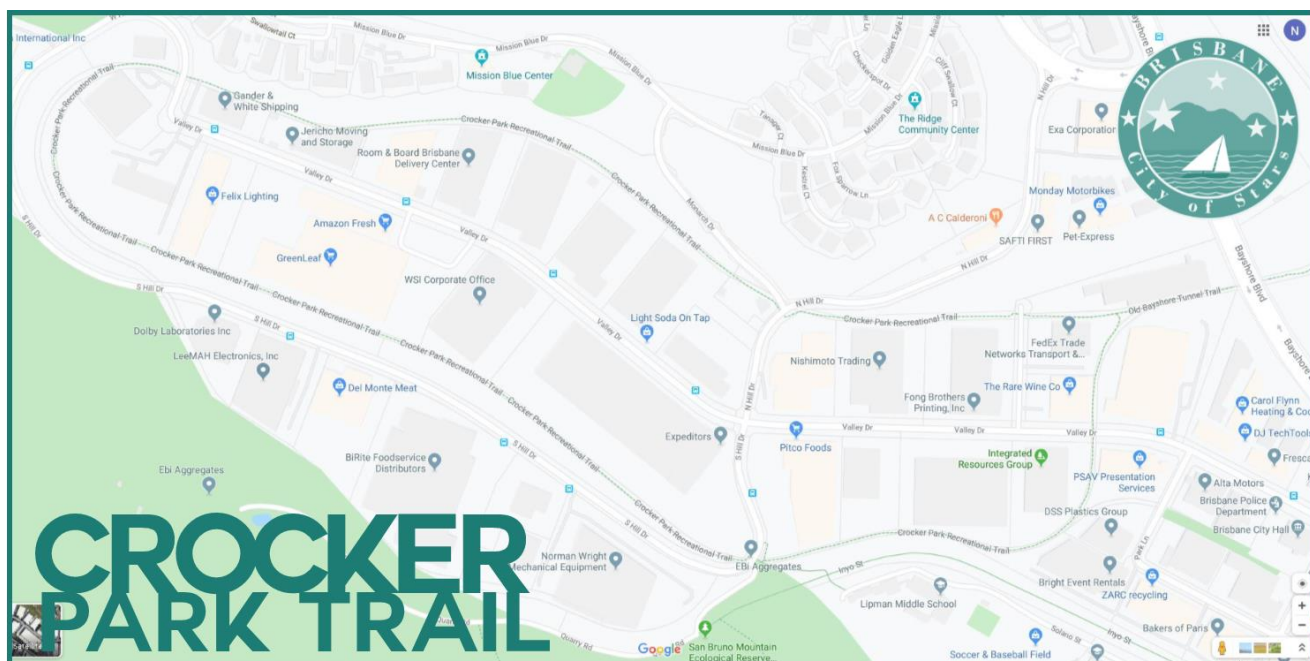
Noreen Leek
(415) 508-2141
nleek@brisbaneca.org

INTRODUCTION

The Crocker Park Recreational Trail (also known as Guadalupe Valley Trail) is a former Southern Pacific right-of-way which now boasts a 2.25 mile loop at the foot of San Bruno Mountain in the City of Brisbane, CA. The gravel trail winds through the Industrial Park passing directly behind many of the businesses along Valley Drive, through the "spine" of the Industrial Park.

The trailhead is located on Park Lane directly across the street from the Dog Park and adjacent to the Purcell Murray business. There are also five street intersections at South Hill Drive, North Hill Drive, West Hill Drive, and Cypress Lane. Signage, crosswalks, and street placards provide basic safe passage across the street for trail users. The trail is suitable for walking or jogging year round. With scenic views of San Bruno Mountain and a fairly level surface, the trail is popular with families, locals, and employees from the surrounding Industrial Park. Native flora & fauna are also enjoyed by trail-goers as well as standard amenities including benches, mutt mutt dispensers, and trash receptacles.

In 2017, the City applied for and was recommended to receive grant funding from the federally funded One Bay Area Grant Cycle 2 (OBAG 2) to install stabilized decomposed granite surfacing over the railroad ballast rock to make the trail passable to pedestrian and bicycle commuters/users, including those using wheeled transportation and parents with strollers. Project selection for San Mateo County was administered by C/CAG (City/County Association of Governments) and a majority of the C/CAG Board voted to fund the project for \$885,300 (total estimated cost of the project is \$1,000,000). An improved path would provide a safe connection between a residential development (Landmark and Altamar subdivisions of the Northeast Ridge) and Brisbane schools. It will also facilitate short trips from residential areas to the center of town and activity centers, such as parks, the library, transit stops, and future development in the Priority Development Area.



SCOPE OF WORK

The City of Brisbane is accepting proposals from qualified consultants for the planning and design preparation of a Master Plan for a linear park along the Crocker Park Recreational Trail.

TRAIL MASTER PLAN PROJECT OBJECTIVES

The principal objectives of the Crocker Park Recreational Trail Master Plan are to:

- Identify locations of environmentally sensitive areas that need additional infrastructure (bridges, boardwalks) to enhance preservation.
- Identify opportunities for additional recreational amenities.
- Identify locations for the development of trailheads, public trail access points, and complementary open green space nodes.
- Examine & consider improvements to the adjacent Quarry Road Trail.
- Consider crosswalk and safety improvements where the trail intersects with paved roads.
- Provide design standards for the development of the trail and associated existing trail enhancements and access improvements.
- Provide cost ranges; phasing timeline; and maintenance considerations for use in securing funding to implement the plan.
- Include potential funding sources and a suggested phased approach to implementation for financing purposes.

DESIRED TRAIL FEATURES

1. Connectivity

A major driving force behind this project is to facilitate an improved connection between the various segments of the City. The Master Plan should seamlessly weave together the interests of multiple groups but ultimately position the trail as a catalyst for enhancing community connectivity. The goal is to build connections between Central Brisbane, the Northeast Ridge, Quarry Trail, the Tunnel, and ultimately to the Bay Trail as development within the City progresses.

2. Environmental Preservation

There are numerous areas along the existing trail, including urban creeks, which serve as habitats to native wildlife and are treasured by the Brisbane Community. In addition, the protection of local flora and natural landscapes has been identified as a top priority.

3. Art & Recreation

The Brisbane community demonstrates strong support for the arts as well as recreational opportunities for residents. There will be opportunities along the trail to incorporate art features and recreational amenities to create mini destinations. The City has a Public Art Ordinance and implementation guidelines in place which supports the process and funding for new art installations.



MASTER PLANNING PROCESS

PART I. KICK-OFF MEETING, SITE RECONNAISSANCE, SCOPE CONFIRMATION

Consultant shall review materials and arrange a meeting with City staff to clarify objectives and confirm key policies and background information that could inform the project. The meeting should review participation of key stakeholders, public outreach and engagement opportunities, and any other issues necessary to clarify the project scope and schedule. Following this meeting, Consultant will prepare a memo documenting any refinements to be made to the scope and schedule. Consultant will conduct an initial site visit to gain familiarity with the project area and take photographs for use in subsequent tasks.

PART II. INTERVIEWS, SMALL-GROUP DISCUSSIONS, AND INITIAL ASSESSMENT

Consultant will conduct up to 8 interviews and group discussions with City Council, community advisory bodies (Parks & Recreation Commission, Open Space and Ecology Committee, Complete Streets Safety Committee, and Public Art Advisory Committee), community leaders, organizations, and/or affiliates of local community groups to build an initial assessment of opportunities, challenges, existing conditions, needs, trends, and goals. This process will build project awareness and encourage community engagement. Consultant should provide a summary of discussions along with supplemental research to inform the development of a comprehensive master plan.

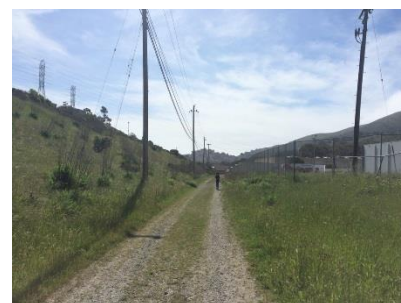
Assumptions: City staff will attend some interviews and may supplement the number of interviews and group discussions with additional interviews conducted by individual staff.

PART III. GATHER PUBLIC FEEDBACK & SYNTHESIZE

Ultimately, the community must support this plan in order for it to be approved by elected officials and successfully implemented. A robust community engagement component is therefore critical to the success of this effort. Community feedback should be considered in the development of the Master Plan since Brisbane residents are key stakeholders in the project. While this RFP specifies key trail features and project priorities, it does not specify the form of community engagement to be applied. At a minimum the proposed engagement approach should use preliminary priorities as a starting point to engage the community in the planning process and utilize the process to validate, modify, and expand upon or change these goals.

PART IV. MASTER PLAN PRESENTATIONS

Consultant will devise a comprehensive blueprint for the development of the Crocker Park Recreational Trail that achieves the desired objectives and considers key features. Consultant will meet with the Selection Committee for feedback then will be expected to finesse the Master Plan before presenting finalized versions to the Parks & Recreation Commission and City Council.



SUBMISSION REQUIREMENTS

In order to facilitate a review of the project proposals by the Selection Committee, the following information must be included in the proposal in the order listed:

1. A letter of interest not to exceed two (2) pages.
2. Organizational chart of resources including the Project Manager and other key personnel not to exceed two (2) pages.
3. A narrative responding to the established evaluation criteria not to exceed ten (10) pages. This should include the approach to the project in the given schedule and experience with similar projects, including references to similar projects.
4. A maximum of fifteen (15) pages of additional supportive material such as charts, tables, or photos, and personnel qualifications.
5. A project budget outlined by task and by person or position, with the hourly rate and cost and projected direct costs. Note: this is a City-funded project, with a not-to-exceed budget of \$100,000 for the design/planning phase. Cost and value will be important considerations in the evaluation of all proposals.
6. A specific schedule for accomplishing the scope of work.
7. Proof of Insurance for the primary Consultant.

RFP SCHEDULE

Proposal submission deadline	February 7 th , 2020
Selection Committee review & interviews <i>(if necessary)</i>	February-March 2020
Tentative notification of bid awarded to Consultant	April 2020
City approval granted to proceed	Spring 2020
Notice to proceed issued to Contractor	Spring 2020

EVALUATION & SELECTION PROCESS

Proposals will be evaluated by the Consultant Selection Committee based upon professional qualifications necessary for satisfactory performance; understanding of the project; approach to the project; capacity to accomplish the work in the required time; past performance on contracts with government agencies; quality of proposal; and possible interviews. Proposals shall remain firm for a period of ninety (90) days after the proposal due date. The City of Brisbane reserves the right to refuse any or all proposal(s), to waive technicalities, and to accept whichever proposal(s) that may be in the best interest of the City, at its sole discretion.

The Consultant Selection Committee will evaluate all proposals deemed responsive and make a final selection based on the below criteria and the percentage of their importance.

Short List *(selection criteria if decision is based on written proposal only & no interviews are held)*

1. Professional qualifications necessary for satisfactory performance **(25 percent)**
 - a. Project Manager and key team members are qualified to perform the work categories/tasks on the project.
 - b. Consultant's knowledge of trail planning.
 - c. Knowledge and experience of the Consultant's identified team with this type of project.
2. Understanding of the project **(20 percent)**
 - a. Consultant has demonstrated understanding of the nature and scope of project.

- b. Consultant has provided comparable projects they have been involved with.
- 3. Approach to the project **(15 percent)**
 - a. Consultant has recognized and identified special circumstances on the project.
 - b. Consultant has provided logical approach to tasks and issues of the project.
- 4. The capacity to accomplish the work in the required time **(10 percent)**
 - a. Consultant has adequate staff for this project.
 - b. Current workload of the consultant.
- 5. Past performance on contracts with government agencies **(20 percent)**
 - a. Past performance evaluations.
 - b. References, if no past work has been performed by this Consultant.
- 6. Quality of proposal **(10 percent)**
 - a. Information conveyed, overall proposal quality, readability, and the technical expertise presented.

Final Selection *(criteria in the event interviews are conducted)*

- 1. Professional qualifications necessary for satisfactory performance **(25 percent)**
 - a. Project manager and key team members are qualified to perform the works categories/tasks on the project.
 - b. Consultant's knowledge of bicycle and pedestrian planning.
 - c. Knowledge and experience of the Consultant's identified team with this type of project.
- 2. Understanding of the project **(20 percent)**
 - a. Consultant has demonstrated understanding of the nature and scope of project.
 - b. Consultant has provided comparable projects they have been involved with.
- 3. Approach to the project **(20 percent)**
 - a. Consultant has recognized and identified special circumstances on the project.
 - b. Consultant has provided logical approach to tasks and issues of the project.
- 4. Quality of the interview **(35 percent)**
 - a. Interview was clear and concise.
 - b. Questions were appropriately answered by consultant.

GENERAL TERMS & CONDITIONS

- 1. This RFP does not commit the City to enter into an agreement, to pay any cost incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure or contract for the project.
- 2. At any time prior to the specified time and date set for the submission, a person/firm, or their designated representative, may withdraw their proposal.
- 3. The issuance of this RFP and the acceptance of a proposal do not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right to:
 - Reject any or all proposals.
 - Reissue an RFP.
 - Extend the time frame for submission of the proposals by notification to all parties who have registered an interest in this RFP with the City.
 - Request more information from any or all applicants.
 - Waive any immaterial defect or informality.

- Decline to go forward with the RFP. The City expressly reserves the right not to proceed to contract under this RFP.
 - Reject any Subcontractor or Contractor proposed by the Proposer.
4. All services shall be provided in accordance with Enclosure "A," the City's Professional Services Agreement. Final terms of any agreement will be established during negotiations. Negotiations may be terminated by the City for failure to reach mutually acceptable terms.
 5. Each person/firm will be responsible for all costs incurred in preparing a response to this RFP.
 6. All materials and documents submitted in response to this RFP will become the property of the City and will not be returned. Persons/firms selected for further negotiations will be responsible for all costs incurred by it during negotiations whether or not such negotiations lead to a contract with the City.
 7. Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the City, in writing, if the proposer discovers any ambiguity, discrepancy, omission or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals.

ENCLOSURES

Enclosure A	DRAFT Agreement for Professional Services
Enclosure B	Aerial Map
Enclosure C	Maps with Site Notations

ENCLOSURE A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____, 2019 is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and _____ ("Consultant").

RECITALS

- A. City desires to retain Consultant to prepare a master plan for the Crocker Park Recreational Trail.
- B. City stipulates that Consultant is uniquely qualified to prepare the required document.
- C. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in the scope of work outlined in the RFP and incorporated herein by reference or as may be amended.
2. **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed within the agreed upon timeframe.
3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be as set forth within Consultant proposal.
4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth and incorporated herein by reference. In no event shall Consultant's total compensation exceed the agreed upon sum without additional authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted monthly, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City. Such payment shall not be unreasonably withheld.
6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.
7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign,

subcontract or delegate to any other party the performance of any services to be rendered by Consultant or Subconsultants without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor.

8. **Ownership of Documents.** Upon payment of fees and expenses due, all plans, studies, documents and other writings prepared by and for the Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to the Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

9. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not agent, officer or employee of City. As such an independent contractor, neither Consultant nor any of Consultant's agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

10. **Licenses.** Consultant represents and warrants to City that Consultant has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement. Consultant shall maintain a City of Brisbane business license.

11. **Compliance with Laws.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Employment Eligibility.** At the request of City, Consultant shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for on behalf of Consultant is eligible to be employed in the United States. In the event Consultant is unable or unwilling to provide the employment eligibility verification within ten (10) days after City's request, City may require the immediate removal from the project of such workers as specified by City, and upon any failure by Consultant to do so, City shall be entitled to terminate this Agreement.

13. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including reasonable attorney's fees, to the extent actually caused by negligence or willful misconduct in the performance by Consultant of its services under this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any negligent acts or omissions or willful misconduct of Consultant. And Consultant shall not be liable for the negligent acts or omissions or willful misconduct of the City.

14. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies, which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as

Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- (2) *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
 - (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultants may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultants, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultants for City.
 - (4) *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.
- (b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
 - (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultants' insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. Consultant declares that it has a \$75,000 deductible and the City approves of that deductible. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City

City of Brisbane
50 Park Lane
Brisbane, CA 94005
Attn.: City Manager

To Consultant

TBD

16. **Litigation Expenses and Attorneys' Fees.** If any party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

17. **Termination of Agreement.** This Agreement may be terminated by any party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

18. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

19. **Miscellaneous Provisions.**

- (a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.

- (c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

By: _____
Clayton L. Holstine, City Manager

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:

Consultant:

ENCLOSURE B

AERIAL MAP OF CROCKER PARK RECREATIONAL TRAIL



ENCLOSURE C

MAPS WITH SITE NOTATIONS

