
City of Alameda California



Request for Proposal

**Jean Sweeney Open Space Park
1925 Sherman Street, Alameda, CA 94501**

November 2015

Important Dates

RFP Issued	Thursday, November 12, 2015
Mandatory Site Walk	Wednesday, November 18, 2015
Proposal Due Date	Thursday, December 10, 2015
Selection Interviews (Tentative)	Thursday, December 17, 2015
Final selection & negotiations by	Tuesday, December 29, 2015
Contract Award	Tuesday, February 2, 2016
Project Start Date	Monday, February 8, 2016
Design and PS&E Completion	August 2016

Contact:
Amy Wooldridge, Interim Assistant City Manager
2263 Santa Clara Avenue, Alameda CA 94501
Phone: (510) 747-4714 / Email: awooldridge@alamedaca.gov

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INTRODUCTION

The City of Alameda Recreation and Parks Department is seeking individuals, teams, firms, or a combination thereof, interested in providing landscape design and civil engineering services to design the Jean Sweeney Open Space Park (Sweeney Park). This 22-acre park is on the North side of Alameda in the West/Central area and is bordered by Constitution Way, Atlantic Avenue, and Sherman Street (Figure 1).

Sweeney Park is located on the former Alameda Beltline Railroad property that was secured by the City at its original purchase price due to the advocacy efforts of local resident, Jean Sweeney. Over 1,000 residents participated in the master planning process. The Sweeney Park Master Plan (Exhibit 1) includes natural playgrounds; a large group picnic area with a gazebo, picnic pavilion and lawn; a community garden, urban orchard and demonstration gardens; plaza areas, potentially including public art; an open classroom area; bicycle and walking trails; small picnic areas; a natural open landscape area with California native, drought-tolerant plants and pedestrian-only hiking trails; bike skills loop, plus restrooms and amenities. The Sweeney Park Master Plan may also be downloaded at http://alamedaca.gov/sites/default/files/department-files/2014-06-16/final_master_plan_rendering.pdf

The park will be developed in phases as funding is available. To date, \$6.5 million has been raised from grants and developer agreements. The Cross Alameda Trail, which runs the length of the park from east to west along the northern edge, is already designed and will be the first phase constructed. This trail design will need to be incorporated into design of the whole park.

Purpose of the Request

The City is seeking design team submittals that include landscape and civil engineering design services, to work under the direction of the City's Project Manager, in conjunction with the Recreation and Parks staff, to provide construction plans and specifications in preparation for a construction bid process.

Timetable

Responses to this Request for Proposal (RFP) are due and must be received in the City Clerk's Office, City Hall, 2263 Santa Clara Avenue, Alameda, CA 94501, no later than 5:00 p.m., Pacific Daylight Time, on Thursday, December 10, 2015. Responses must be addressed to the attention of JEAN SWEENEY OPEN SPACE PARK. The following schedule has been established for this Request for Proposal (RFP):

RFP Issued	Thursday, November 12, 2015
Mandatory Site Walk	Wednesday, November 18, 2015 <i>at 10am starting at the Sherman St. gate</i>
Proposal Due Date	Thursday, December 10, 2015
Selection Interviews (Tentative)	Thursday, December 17, 2015
Final selection & negotiations by	Tuesday, December 29, 2015
Contract Award	Tuesday, February 2, 2016
Project Start Date	Monday, February 8, 2016

Design and PS&E Completion	August 2016
As Built Drawing Completion	TBD per project construction phasing

Project Manager

This project will be administered by the City of Alameda. All questions or correspondence must be addressed to:

Amy Wooldridge, Assistant City Manager
 2263 Santa Clara Avenue
 Alameda CA 94501
 Phone: (510) 747-4714 | Email: awooldridge@alamedaca.gov

BACKGROUND

The overall strategy of the Master Plan design was to group the more active uses on the outside edges of the property, and retain the majority of the center as open space and trails. A section of the Cross Alameda Trail, a pedestrian and bicycle trail running the entire length of the Island, is located on the northern edge of the property. There will also be a tree buffer along the southern edge, to act as a natural sound barrier for the residential area. Parking lots are located on each side of the property, with 120 total spaces, in order to provide enough available space to draw all parking away from residential areas.

This Master Plan provides for a wide variety of walking and biking trails. The Cross Alameda Trail, runs east/west and is a lighted, paved trail. There is also a smaller walking/biking trail on the south side of the property. These two trails combine to offer a one-mile loop for bikers and walkers. There are two main north/south connectors to existing pathways in the Marina Village Business Park that link residents to the Bay Trail and the Marina Village Shopping Center. There are also numerous pedestrian-only trails meandering throughout the natural landscaped areas.

The more active east and west areas each include a parking lot, restroom, and natural-based playground. On the east side there is a picnic pavilion, gazebo and lawn area for rentals and group picnics. The outdoor classroom on the west side provides seating space for classes from local schools and the College of Alameda who are studying the interpretive trails, botany and natural space. Picnic tables and benches are scattered throughout the property and along trails.

On the far west side is a 1-acre community garden and 1-acre demonstration garden and urban forest. There will be collaborative efforts to provide fresh produce for the Alameda Food Bank constituents and other organizations.

The railbanking agreement, through which the land was secured, requires a right of way for future transit. This 30' right of way is designated along the northern border between the Cross Alameda Trail and the park boundary.

Predominant features of the park include:

- Active use areas on the east and west sides, each with a parking lot, restroom, and natural-based playground;
- Picnic area with a gazebo, open lawn, and picnic pavilion.
- Outdoor classroom adjacent to the community garden;
- Natural open space through the central portion;
- A bike skills loop with elements and obstacles;
- Asphalt bicycle and pedestrian pathways – designed to reduce flooding;
- Decomposed granite jogging trail – designed to reduce flooding;
- A seasonal creek that serves as a retention basin for storm drainage;
- Picnic tables, benches, bicycle racks, and other amenities throughout the park;
- A one-acre, fenced community garden;
- One-acre of demonstration gardens and urban orchard;
- Educational signage on the railroad history and local biology;
- Public art in the plaza areas;
- Drainage, including bioswales, for urban runoff control;
- Trees and landscape throughout the park that are consistent with the Bay-Friendly Landscape Guidelines and the Urban Greening Plan;
- A railroad historical feature, that is not currently shown on the Sweeney Park Master Plan, but is required by the State Historical Preservation Office;
- A park maintenance building;
- Gateway features (that are conceptually designed and must fit into the existing plaza plans and specifications) at Constitution Avenue / Atlantic Avenue and at Sherman Street for the east and west entrances to Sweeney Park;
- Design continuity with the existing design of the Cross Alameda Trail through Sweeney Park.

The project is planned to be as environmentally responsible as is feasible. This may include solar powered lighting; keeping existing live oak trees and planting new ones; installing drip irrigation throughout; utilizing drought-tolerating plants; solar trash compactors; reusing materials onsite; and filtering all storm water onsite through the use of bioswales and the seasonal creek.

Due to its previous uses as a railroad switching yard, Sweeney Park requires soil remediation that will be managed through a Remediation Action Work Plan (RAW) during the construction of Sweeney Park. The RAW is anticipated to be complete by spring 2016. All contaminated soil will remain on site and be delineated and capped under hardscape.

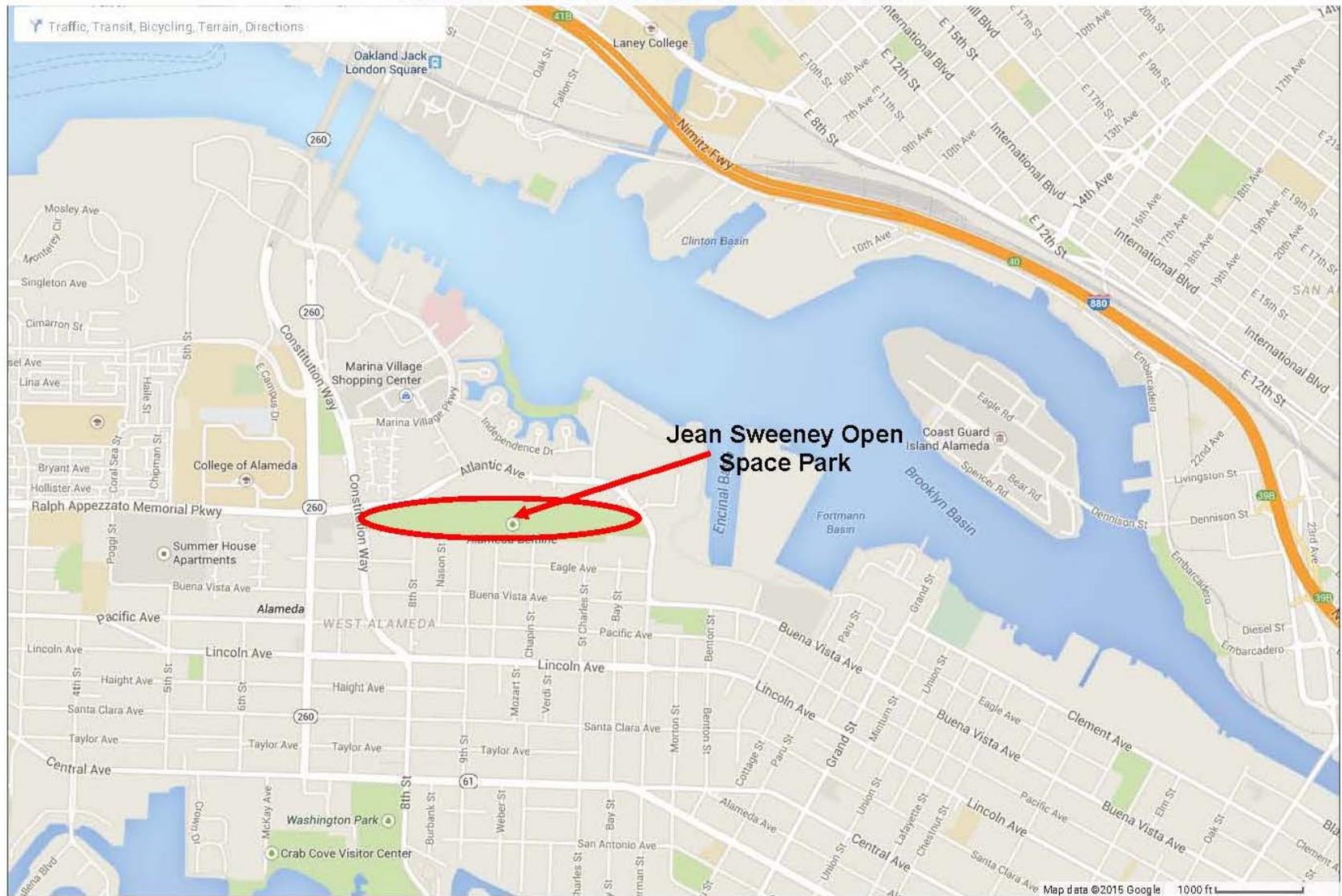
Sweeney Park also holds historical value as a railroad switching yard. This must be preserved through interpretive displays and constructing a railroad historical display. The existing railroad office buildings on Sherman Street will remain. However, these buildings will not be included as part of this design process. Conceptual uses may be discussed,

but the building renovation will be the final phase once the entire park construction is completed.

There is significant community interest and investment in this project. Once completed, it will be the largest park in the City of Alameda.

A boundary survey has been completed. A topographical aerial survey has been completed as well. Environmental review for this project is complete with a Mitigated Negative Declaration for CEQA.

Figure 1: Site Location



Address: 1925 Sherman Street, Alameda, CA 94501

RFP – Jean Sweeney Open Space Park Design

Figure 2: Existing Condition Photos



Panoramic view looking into park toward residential area from Marina Village Business Park on the northern edge.



Northern edge of park looking west.



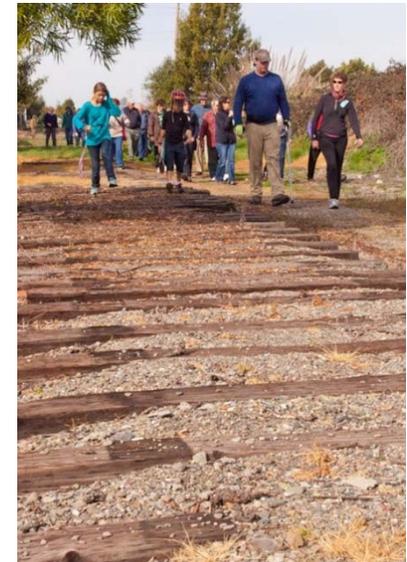
Western park entrance at Atlantic Ave. & Constitution



Near the center of the Project, looking west.



Eastern Park entrance at Sherman Street



Existing rail ties along southern edge

SCOPE OF SERVICES

The City of Alameda (City) is seeking an individual or team of professionals (Consultant) to enter into a contract with the City for the design of Jean Sweeney Open Space Park. Specific responsibilities with respect to the Consultant are outlined in this section.

1. Project Initiation and Ongoing Tasks

Task 1 – Project Initiation with the Consultant

City staff will hold a kick-off meeting with the Consultant to:

- Make necessary introductions;
- Confirm the study's overall vision, goals and objectives;
- Define project expectations (reporting, project completion schedule, invoicing, frequency of status meetings);
- Provide the necessary background information such as the Sweeney Park Master Plan, existing planning and engineering feasibility studies, boundary and topographical surveys, soil contamination reports, as-built drawings of existing adjacent street infrastructure, existing design documents for the Cross Alameda Trail and other resource documents, as needed.

The Consultant will produce a *Work Plan and Timeline* confirming contents of all project deliverables, a meeting schedule and deadlines. Consultant shall incorporate review period of all relevant departments into the schedule. Updated project schedule shall be provided at regular intervals.

Task 1.2 – Community Input Meetings

Consultant's project manager, or other appropriate key staff, will be available to attend presentations and public meetings. The design process will include four community meetings which include the following:

- 1) One meeting with the Jean Sweeney Open Space Park Steering Committee
- 2) One meeting with the Community Garden Steering Committee
- 3) One meeting with both Steering Committees combined
- 4) One meeting with the Recreation and Parks Commission

Task 1.3 – Ongoing Tasks

Cost Estimates – Consultant will prepare three cost estimates, one upon completion of the preliminary plan, and second at 60% construction documents and a third immediately prior to issuance of the request for construction bids. All work to be completed on the project will be paid based on current California Prevailing Wage rates.

Utilities Services/Engineering – Consultant shall provide all engineering services to include all necessary plans to provide water, sewer, electric, gas, public parking, and pathway improvements and coordinate with appropriate utility companies to determine

location of existing utility lines and easements, transformer location and meter location and fixture schedules.

Staff Meetings – Consultant, in the course of design work, will regularly meet with staff at least once per month or more frequently as necessary in order to incorporate staff and community input into the project design.

Monthly Invoicing – Consultant shall submit invoices to the City on a monthly basis. Each invoice will be itemized and show task performed, number of hours worked per person/consultant, and rate per hour for each person/consultant. Any outside reimbursable expenses claimed must be supported with copies of vendor receipts.

2. Existing Conditions

Task 2.1 – Identify Existing Conditions and Background Information

The Consultant will identify existing conditions and background information as follows:

- Review background information provided and obtain any further information, as needed. Information may include adjacent structures and fencing, information on historic or protected trees and applicable Alameda Municipal Code regulations;
- Organize a site visit and note any unusual field conditions during the trip as well as mark the exact location of historic trees to be preserved;
- Perform hydraulic analysis; and
- Develop an *Existing Conditions Plan in AutoCAD 2012 with an aerial background* using 1 inch = 40 foot scale. The plan will be used as the demolition plan in the final construction drawing in Task 4, and will show the boundaries using the surveyor information and any easement that will be used to implement the trail plan. The plan also will show trees to remove and protect and other existing features.

3. Project Finalization

Task 3.1 – Draft Construction Plans and Specifications

The draft construction package will consist of a cover sheet, demolition plans, improvement plans and specifications at 60 percent and 95 percent completion levels as follows:

- **Demolition Plans:** Will indicate sections of sawcut, clearing and grubbing, concrete demolition, pavement/curb demolition, utility cover locations and changes, other features to remove and features to protect.

- **Improvement Plans:** Will indicate proposed grading, drainage, irrigation, electrical, site features and amenities, fencing, landscape, signage and all other improvements.
- **Specifications:** Will include scope of work, control of work and materials, line item quantities, materials, description and location of work, construction details.

Consultant, upon the approval of the preliminary design, shall prepare construction documents, including plans and specification (front end will be provided by the City) and submit them for all appropriate City and County agencies for approval. The plan and specifications will require compliance with all adopted Federal, State and local laws, ordinances and codes.

This task involves the development of drawings in AutoCAD 2012 with 1 inch = 40 foot scale drawings using an aerial background. Improvements will comply with City standards, Bay-Friendly Landscape Guidelines and the California Manual on Uniform Traffic Control Devices, 2012 edition. This task provides allowance for one round of plans and specification revision and written comment responses as well as two sets of hard copy plans provided in 24 inch by 36 inch format.

Task 3.2 – Final Construction Plans and Specifications

The Consultant will provide finalized plans and specifications that are ready to begin the construction bid process. Consultant shall prepare one original complete set of plans and specifications available electronically.

Task 3.3 – As Built Construction Plans

After construction, City staff and the Consultant will finalize the plans based on actual construction to develop an “as built” version of the plans. Upon construction completion, City staff will provide the Consultant with one set of redline markups of the plans to indicate changes that occurred during construction. From a walk through and the redline version, the Consultant will generate the “as built” plans.

The Consultant, immediately after signing agreement with the City, will develop a system to assemble, organize, prepare, store, and use data both in hard copy form and in electronic format. The standards developed by the Consultant for the project (both electronic and hard copy) must be in accordance with City standards and approved by the City Project Manager. The Consultant is to provide the documents for each task.

PROPOSAL FORMAT

Proposal Submission Instructions

All proposals must meet the content requirements and format guidelines listed below in the "Proposal Content Guidelines" section. The complete proposal shall be submitted by the due date in a sealed envelope marked "JEAN SWEENEY OPEN SPACE PARK". A total of four (4) copies of the proposal shall be submitted in a sealed envelope, which details the business name, business address and contact person of the respondent.

Mandatory Site Visit for all prospective bidders on Wednesday, November 18 at 10:00 a.m. Meet at the park entrance on Sherman Street across from the Wind River parking lot. Contact Amy Wooldridge at (510) 390-0886 (cell) if needing assistance to find the group that day.

All proposals must be received in the City of Alameda City Clerk's office by Thursday, December 10, 2015 at 5:00 p.m. No proposals shall be accepted after that time. Hand delivery before the deadline is recommended. Postmarks not accepted after the date and time shown above. **Proposals received after the time and date listed above shall be returned to the proposer unopened.**

Proposal Submittal Content Guidelines

Proposals should include the following:

- A letter of introduction briefly describing an understanding of the requested scope of work and qualifications to undertake this work such as experience in providing like services, background of the firm(s) and resumes of the staff involved.
- Additional material such as brochures and photos, promotional material, references, and supplemental graphics, applicable to the content of the proposal.
- Signature by an individual authorized by the firm or partnership.
- A detailed cost proposal. Include a detailed fee structure, including the rate for all staff involved in the renovation and construction project. All direct costs, handling charges and profit/overhead shall be included in the hourly billing rate. Any proposed reimbursable expenses should also be listed.

Project Team

- a) Prime Consultant(s): Name of entity submitting the proposal, its mailing address, telephone and facsimile number, the name of contact individual as well as the signature of principal/owner/officer in case of joint venture or other.
- b) Sub-Consultants: List sub-consultants with individual addresses, telephone numbers, facsimile numbers and areas of expertise.
- c) Briefly describe the project responsibility of each team member.

Project Personnel

Description of organization, management, and team members. Provide a description of team/consultant organization and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify the project manager and the day-to-day contact person for the project. Contract terms will not permit substitution of lead personnel without prior approval by the City. A description of qualifications of the professional personnel to be employed with a summary of similar works performed and a resume for each professional.

Major Projects List

Provide a list of similar projects both on-going and planned, to which the project team is committed. Include the following information about each project:

- a. Project name and location
- b. Project type
- c. Brief project description
- d. Description of how the consultant worked to incorporate the interests of the client, community groups and other stakeholders
- e. Project time frame
- f. Consultant's work scope
- g. Consultant's fee
- h. Staff who worked on the project and their respective roles
- i. Client information, including contact's name, address, and telephone number.

References, Related Experience and Examples of Work

Describe experience in providing comprehensive design, engineering, and project management services for projects of the size and scope similar to this project. Specifically provide information and examples of:

- Development of landscape park designs and construction plans and specifications for parks at least 10 acres in size and include any open space design experience.
- Provide details of projects that have included bioswales and other natural drainage features.
- Provide details of the firm's experience with Bay-Friendly Landscape and any similar landscape programs or regulations.
- Provide details of the firm's experience in completing projects with City of Alameda. State the firm's experience in this regard.

Provide a minimum of three client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

Contract

Comments and exceptions, if any, to the City's standard consultant agreement and insurance requirements should be noted. It is understood that prospective Consultants have reviewed the agreement (Exhibit 2) and will take exception only to those items identified in the proposals. If there are any concerns or proposed exceptions requested to the standard consultant agreement, these issues are to be discussed at the time of the interview.

SELECTION PROCESS

Process

The selection process shall proceed as follows:

1. Based upon the submitted written responses to this RFP, the City selection team shall select up to three Consultant teams to interview.
2. At the interview, the selection team will expect the Consultant team to present its team members and their qualifications. The project manager must be present for the interview/presentation. The presentation will be followed by a question and answer period by the selection team.

The final selection will be based upon the following criteria:

- The team's past experience with similar projects. (30%)
- The team's understanding of the scope of work and demonstrated ability to complete the work successfully. (25%)
- The quality and experience of the project manager and key staff persons who will be working on the project on a daily basis and percentage of time/commitment of key team leaders to the project. (15%)
- The team's project delivery approach with innovative techniques. (15%)
- The firm's demonstrated technical ability. (10%)
- Alameda-based firm – Local Preference (5%)

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability, or national origin in the contract award. The City reserves the right to reject any and all proposals at its discretion, thus not awarding the contract to any firm. The City reserves the right to modify this RFP or the criteria for selection in any manner, to cancel this RFP, or to reject any one or more or all submittals.

The City reserves the right to invite the top candidate(s) for an oral interview, or to request additional clarifying information. The firm with the highest rating may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm. The recommendation of the Recreation and Parks Department shall be submitted to the City Council for award of contract.

Limitations

All reports and pertinent data or materials shall be the sole property of the City, and may not be used or reproduced in any form without the explicit written permission of the City.

The City reserves the right to extend the time allotted for the proposal, to verbally examine the bidder in person, request copies of previous work prepared by the Consultant, and to request a best and final offer, should the City deem that it is in its best interests to do so.

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to cancel this request in part or in its entirety. The City may require the selected Consultant to participate in negotiations and to submit such technical, price, or other revisions of their proposals as may result from negotiations.

Oral and Written Explanations

The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the bid walk, review process and after award become binding when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

City Responsibilities

This project shall be administered by the City of Alameda Recreation and Parks Department. All questions, correspondence and information requests should be addressed to:

Amy Wooldridge, Assistant City Manager
2263 Santa Clara Avenue
Alameda CA 94501
Phone: (510) 747-4714 | Email: awooldridge@alamedaca.gov

Bid Protest Procedure

A proposer who submits, or who plans to submit, a proposal, may protest pursuant to the protest procedures applicable to this RFP as follows:

1. Protests based on the content of the RFP shall be filed with the City within five (5) calendar days after the RFP is first formally advertised. The City shall issue a written decision on the protest prior to opening of the proposals.
2. Any proposer may protest the recommended award or contract award by filing a protest with the City within (5) calendar days after the determination of the top-ranked firm or contract award has been made available to the proposers.
3. Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest. Protesters shall have an opportunity to appear and be heard by the City prior to the opening of proposals in the case of protests based on the content of the request for proposals or after determination of top-ranked firm has been made available to the proposers in the

case of protests based on other grounds or the renewal of protests based on the content of the request for proposals.

4. If a bid protest is properly filed, City staff will promptly initiate an investigation of the grounds of the bid protest. All proposers shall cooperate with any inquiries from City staff and consultants relating to the bid protest.
5. At the conclusion of their investigation, City staff shall complete a report (the Staff Report), including a recommendation regarding the disposition of the bid protest.

CONDITIONS OF REQUEST

General Conditions

The City reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City also reserves the right to reject any subconsultant or individual working on a consultant team and to replace the sub-consultant or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

Liability of Costs and Responsibility

The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Alameda.

The selected lead consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected lead consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Validity

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing December 10, 2015, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

Standard Consultant Agreement

A sample consultant agreement has been provided in the Appendix for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the consultant agreement, these should be identified specifically; otherwise it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict

compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The consultant agreement will not be executed by the City without first being signed by the proposer.

Permits and Licenses

Proposer, and all of proposer's sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

Proposer's Representative

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Deliverables

One unbound copy of each final document and a computer disk containing all final documents and all information are to be provided. The consultant will develop a system to assemble, organize, store and utilize data in an electronic format. At the outset of the agreement, the consultant will submit a description of the software to be used in preparation of the reports and graphics. 15 copies, plus an electronic copy of the drawings will be required to be submitted during the design review process. Approximately six (6) sets of the construction bid documents will be required during the plan check review.

Insurance

General Liability, Automobile, Professional Liability, and Worker's compensation insurance are required in the amount set forth in the attached sample consultant agreement.

EXHIBIT 1

Jean Sweeney Open Space Park Master Plan

Also available at http://alamedaca.gov/sites/default/files/department-files/2014-06-16/final_master_plan_rendering.pdf



ALAMEDA JEAN SWEENEY OPEN SPACE PARK

a new park in Alameda

April 28, 2014
REVISION



© 2014 KK Design Studio



Property Aerial Map



1 min Walk
0 100 200 400 1" = 100' SCALE



ALAMEDA JEAN SWEENEY OPEN SPACE PARK



© 2014 KK Design Studio



Property Aerial Map
with Project Overlay
ALAMEDA JEAN SWEENEY OPEN SPACE PARK



© 2014 KK Design Studio

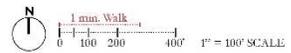
* Plantings will be predominantly California native species.



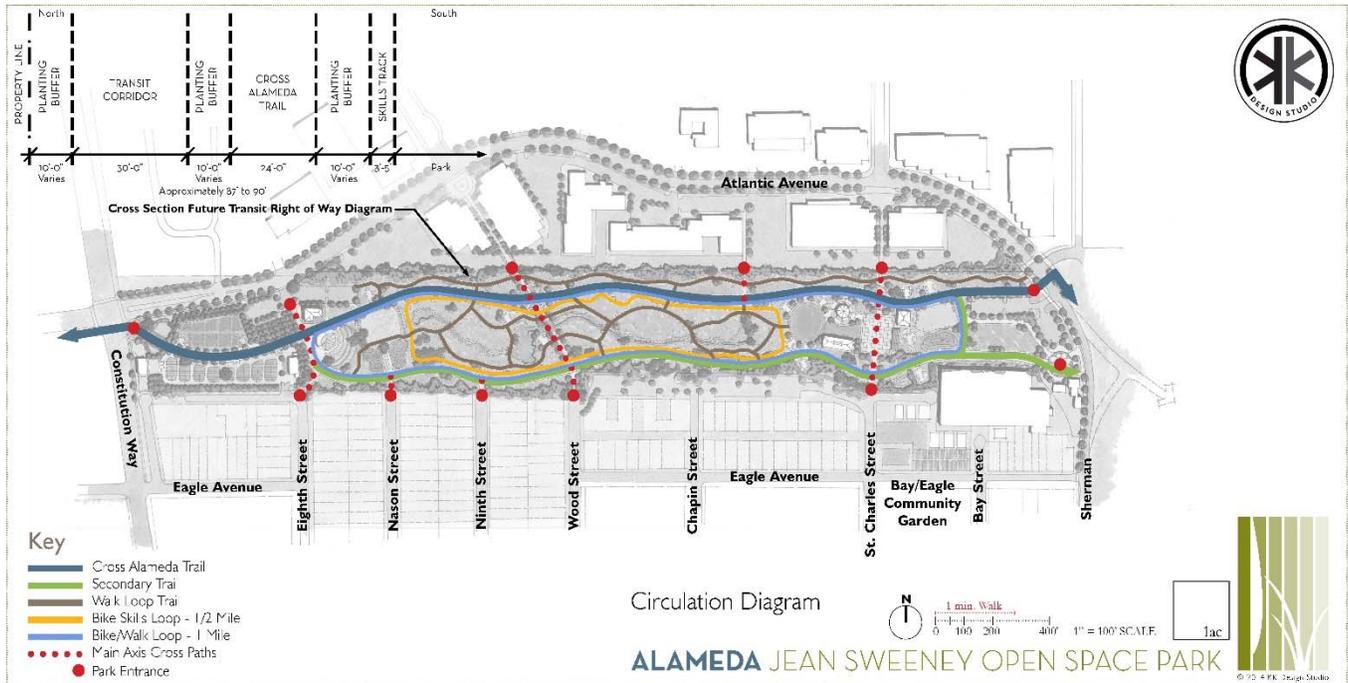
Key

- | | | |
|--------------------------|-------------------------|---------------------|
| Fruit Tree Orchard | Public Art | Natural Landscape |
| Existing Oak Trees | Water & Dry Creek | Lawn Area |
| Park Structure | Foot Bridge | Existing Vegetation |
| 1 Mile Trail & Bike Loop | Plaza or Special Paving | Community Garden |

Masterplan
ALAMEDA JEAN SWEENEY OPEN SPACE PARK



© 2014 KK Design Studio



* Plantings will be predominantly California native species
 Note: A 30 foot right of way has been provided along the north side of the park for a future transit corridor (see attached cross section)



* Plantings will be predominantly California native species
 Note: A 30 foot right of way has been provided along the north side of the park for a future transit corridor (see attached cross section)



Key		

Enlarged Masterplan Diagram
 Center Park
ALAMEDA JEAN SWEENEY OPEN SPACE PARK



© 2011 K Design Studio

* Plantings will be predominantly California native species
 Note: A 30 foot right of way has been provided along the north side of the park for a future transit corridor (see attached cross section)

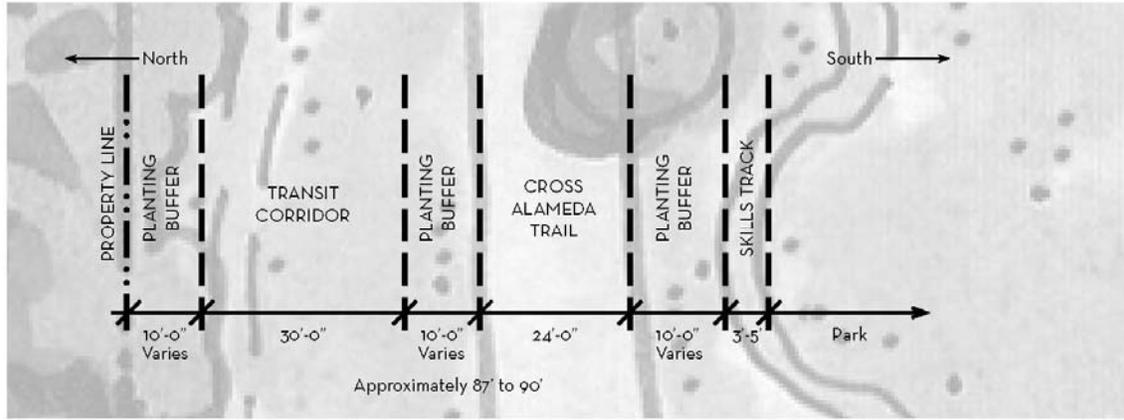


Key		

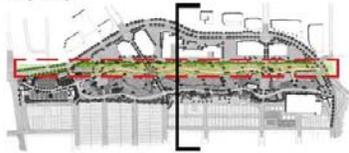
Enlarged Masterplan Diagram
 East Entrance
ALAMEDA JEAN SWEENEY OPEN SPACE PARK



© 2011 K Design Studio



Key Map



Cross Section Future Transit Right of Way Diagram



© 2014 KK Design Studio

EXHIBIT 2

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and COMPANY NAME, a (California corporation, partnership, sole proprietor, individual) whose address is ADDRESS, (hereinafter referred to as "Consultant"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Various City projects require environmental professional services. City reached out to the Consultant's on the City's bidders list, interviewed qualified firms, and selected the firm that best meets the City's needs.
- B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Consultant desire to enter into an agreement for the design of the Cross Alameda Trail, upon the terms and conditions herein.
- E. City and Consultant desire to enter into an agreement for _____, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the ____ day of _____, 2016, and shall terminate on the ____ day of _____, 2017, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Consultant agrees to perform all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Consultant acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Consultant to perform all tasks included therein.

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from Fund _____.

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit an invoice of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "B" unless mutually agreed upon in writing. Extra work must be approved in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "B" schedule.

Total compensation for work is \$xxx.xx, with a _____ percent contingency in the amount of \$xxx.xx for a total not to exceed of \$xxx.xx. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

Consultant hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Indemnification:

Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automotive liability coverage (any auto) in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium,

deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

17. REPORTS:

Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

18. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other

breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

19. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to

City of Alameda
2263 Santa Clara Ave.
Alameda, CA 94501
Attn: Amy Wooldridge, Interim Assistant City Manager
Ph: (510) 747-4714 / Fax: (510) 523-4071

All notices, demands, requests, or approvals from City to Consultant shall be addressed to

[Consultant Name]
[Department]
[Address]
[City, State, Zip]
ATTENTION: [Title]
Ph: (xxx) xxx-xxxx / Fax: (xxx) xxx-xxxx

19. TERMINATION:

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. PURCHASES OF MINED MATERIALS REQUIREMENT:

Consultant shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Consultant shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

21. COMPLIANCES:

Consultant shall comply with all applicable state and federal laws and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

24. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

26. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

** Signatures on Next Page **

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONSULTANT
(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

Name
Title

Elizabeth D. Warmerdam
City Manager

RECOMMENDED FOR APPROVAL:

Name
Title

Amy Wooldridge
Interim Assistant City Manager

APPROVED AS TO FORM:
City Attorney

Michael Roush

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers, employees & volunteers are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

