

**Request for Proposals (RFP)  
City of Albany, CA**



**Planning Consulting Services for the  
Albany Neck and Bulb Transition  
Improvement Plan**

Issue Date: July 31, 2014

Deadline for Submissions: September 8, 2014, 5pm

**The City of Albany is requesting proposals from qualified firms or individuals interested in preparing a plan for the improvement of the Albany Bulb area to be transitioned to the operation as part of a State Park by the East Bay Regional Parks District. This document outlines the scope of work for consulting services. Electronic proposals will be accepted until 5:00pm on Monday, September 8, 2014. Proposals shall be submitted to:**

Claire Griffing  
1000 San Pablo Avenue  
Albany, CA 94706  
cgriffing@albanyca.org  
Attention: RFP Albany Bulb Transition Plan

## **INTRODUCTION**

The City of Albany is a residential community located in northern Alameda County, approximately fourteen (14) miles northeast of San Francisco. The City encompasses 1.7 square miles and is bordered by the cities of El Cerrito and Richmond on the north, the City of Berkeley on the east and south side, and by unincorporated Kensington in Contra Costa County on the north and east. The City is bound by San Francisco Bay to the west and has public beach access along the Bay frontage. Both I-80 & I-580 are located in the City limits, on the west side of the City.

The City of Albany was incorporated in 1908, and at the time of the 2010 census had a population of 18,539 residents. Albany is known for the excellent quality of its K-12 school district, highly educated populace, and small town ambience in an urban setting. Albany is a Charter City governed by five (5) Councilmembers, elected at large. The City Manager implements policy set by the City Council.

The Albany waterfront is located on the eastern edge of the San Francisco Bay and encompasses approximately 190 acres of land between Highway I-80 and the Bay, approximately 88 acres of which is publically owned. The publicly owned portion of the waterfront is owned by either the City of Albany, East Bay Regional Park District, or the State of California (and managed by the East Bay Regional Park District).

Much of the waterfront was created gradually from 1963 to 1983 by a landfill operation that placed construction debris progressively further out into the Bay. Its terrain has been configured by vegetation growing over the fill. The waterfront looks out on the most prominent features of San Francisco Bay, including the Golden Gate Bridge, the skyline of the City of San Francisco, and the Marin Headlands. Because of the park's location and the fact that it provides wildness and isolation in such close proximity to an urban area, it is a regional draw for dog-walkers, artists, educators, hikers, bird watchers, cyclists, and other recreational users.

In 1992, state legislation (AB 754) was passed that directed the East Bay Regional Park District (EBRPD) to acquire and develop an Eastshore State Park encompassing waterfront

land in Oakland, Emeryville, Berkeley, Albany, and Richmond. The resulting McLaughlin Eastshore State Park was formally established in 2002.

McLaughlin Eastshore State Park is the result of decades of citizen efforts, starting in the 1960s, to stop garbage dumping in the Bay; to regulate commercial development on the shoreline; to preserve the waterfront for public use; and to create environmental benefit on the shoreline. The Eastshore State Park extends 8.5 miles from the foot of the Bay Bridge in Oakland, through Albany and neighboring cities, to the Marina Bay neighborhood in Richmond, and contains 260 acres of dry land and 2,002 acres of tidelands.

The City owned portion of the Albany waterfront is designated to be part of the Eastshore State Park; however, the transition has yet to be implemented as part of the State Park due to concerns regarding uneven ground, protruding metal, unregulated art projects, construction debris, and homeless encampments. In preparation for transferring City lands into the State Park, the City recently began enforcing the City's no camping regulations on the Bulb, and existing homeless encampments have been removed.

The Albany Plateau, Neck, and Bulb form the peninsula that extends westward from the Buchanan Street/I-80 interchange. The privately-owned Golden Gate Fields horse race track borders the park area to the south. The Plateau is a large, relatively level area at the east end of the peninsula and is currently owned by East Bay Regional Park District. A large portion of the Plateau is maintained by the East Bay Regional Park District as a potential habitat for the Burrowing Owl. The Neck is a narrow isthmus that extends westward from the Plateau out to the Albany Bulb. The Bulb is a roughly oval-shaped area that comprises the westernmost portion of the peninsula. The Beach is a recent, natural development generated by the interplay of tidal action and the contour of the landfill.

The ultimate goal of this project is to make the site ready to create a seamless waterfront park. The project site is comprised of the City owned portions of the waterfront; the 31 acre Bulb and 7 acres of the right-of-way connecting Buchanan Street to the Bulb, known as the Neck. Both the Neck and Bulb are characterized by steeper topography and denser vegetation than most other areas of the waterfront. The vegetation is designated as "ruderal scrub" (mostly non-native shrubs and grasses), and is dominated by coyote-brush. French broom and cotoneaster are also common, as are native grasses and wildflowers in varying densities. The trails have evolved over time, and in many places have uneven surfaces, protruding metal and construction debris, and are eroding. The entire peninsula shoreline is armored with concrete debris, with a particularly large concentration along the southern edge.

In 1995, the City of Albany submitted a proposal to the EBRPD that served as a statement of the city's recommendations and guidance for the development of the Albany portion of the park project. The proposal is consistent with Albany's 1992 General Plan, and calls for maximum feasible open space, recreation, and public access to the waterfront area in the context of a complementary mix of private and public uses. It also states that the parts of the Albany waterfront known as the Plateau, Beach, Neck, Bulb and Fleming Point for inclusion in the State Park. Furthermore, the 1995 proposal specifies that the Neck and

Bulb should be preserved as a semi-wild area, reserved for hiking, enjoying the views, observing plants and animals, and providing opportunities for solitude.

The East Bay Regional Park District is completing the planning and design process for their Albany Beach project. The Beach project will close a gap in the Bay Trail from Gilman Street (in Berkeley) to Buchanan Street, enhance and expand the beach, dunes and wetlands, stabilize eroding shorelines along the south side of the neck, and improve public access to District owned portions of the waterfront. In addition, the project includes interpretive exhibits, picnic facilities, restrooms, and parking near the turnaround at the end of Buchanan.

## **SCOPE OF SERVICES**

The City is seeking proposals that generally reflect the following program. Consultants are strongly encouraged to suggest refinements and innovative methodologies that ultimately achieve the work products described below.

Phase I of the project will focus on information gathering, including document review, stakeholder outreach, the identification of regional and statewide priorities, and understanding of the regulatory framework. It will also include a physical site assessment to identify problem areas and determine the scope of the project. Consultants will provide sea level rise projections and analyze site vulnerability to climate change impacts as well.

During Phase II of the project, consultants will prepare the Transition Plan. The plan will contain a hazard assessment and mediation plan as well as information on landfill integrity and water quality protection. The plan is also expected to identify, at a conceptual level, potential improvements to trails and other public facilities, vegetation management, and habitat protection and enhancement.

Phase III of the project will incorporate a series of community meetings to gather public input on project outcomes. This may include public workshops. It will also include an environmental analysis required by the California Environmental Quality Act and an analysis of the greenhouse gas emission potential from project implementation. Finally, consultants will complete a cost estimate, phasing plan, and plans for operation and maintenance.

The City has not predetermined the outcome of the environmental analysis and will exercise its independent judgment when making any final determination as to the appropriate level of environmental review. For purposes of submitting a proposal, respondents should assume that the project will qualify for one or more of the following categorical exemptions provided under CEQA Guidelines:

- Minor Alternations to Land (CEQA Guidelines Section 15304)
- Action by Regulatory Agencies for Protection of Natural Resources (CEQA Guidelines Section 15307)
- Action by Regulatory Agencies for Protection of the Environment (CEQA Guidelines Section 15308)

- Acquisition of Lands for Wildlife Conservation Purposes (CEQA Guidelines Section 15313)
- Transfer of Ownership of Land to Create Parks (CEQA Guidelines Section 15316)
- Transfer of Ownership Interest in Land to Preserve Existing Natural Conditions and Historical Resources (CEQA Guidelines Section 15325)
- Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances (CEQA Guidelines Section 15330)
- Small Habitat Restoration Projects (CEQA Guidelines Section 15333)

As part of the scope of work, the consultant team should provide a technical memorandum to support the applicability of one or more of the potential categorical exemptions.

## PROPOSAL REQUIREMENTS

The following materials should be submitted with the proposal.

- **Cover Letter**

The cover letter should briefly state the consultant's understanding of the work to be performed, the commitment to perform the work in the required timelines, and why the consultant believes it is best qualified to perform the duties and tasks outlined and described in scope of work contained in this request.

- **Qualifications**

- The proposal should include the following information and materials:
  - Qualifications and Related Experience of Personnel Who Will Perform Work. Résumés of all personnel who are proposed to provide professional services to the City of Albany within the Scope of Work outlined and described in this request should be included.
  - Prior Relevant Experience. A description of prior work experience and projects relevant to the Scope of Work outlined and described in this request should be included.
  - References of Local Government Clients. Please include a list of at least three local government clients located in California for which the consultant has rendered professional services relevant to the scope of work outlined and described in this request

- **Approach, Scope, and Timelines**

Provide a proposed approach and projected timeline to conduct and complete the step in the Scope of Work. Briefly describe the methodology and organizational approach the Respondent would use to assist the City, including critical elements and special methodologies that would be used to ensure that City objectives are satisfied.

- **Cost**  
The project should not exceed \$168,000 and include contingency funding. Respondents should provide:
  - Cost Estimate with justification
  - Justification of hours and costs may be required prior to final selection, and will be required prior to execution of a contract.
  - Proposal shall include hourly rates for all personnel on the project.
  - Proposal should include options for reducing or adding services

## **SELECTION CRITERIA AND PROCESS**

The successful applicant must have experience with the preparation of similar plans. Other criteria include:

- Completeness of response to the RFP
- Experience with similar projects and reference feedback
- Creativity
- Cost
- Oral communication skills
- Writing and formatting skills
- Evidence of the Respondent's ability to provide deliverables in a cost effective and timely manner
- Other extraordinary elements or creative approaches to completing the project. This particular selection criterion is intended to allow the City to expressly consider creative aspects of statements of qualifications that do not necessarily fall into other selection criteria.

As a part of its evaluation, the City may request additional information or data from Respondents, and may request Respondents to make in-person presentations of their qualifications to a panel of City representatives.

### **General Conditions**

1. Any material clarifications or modifications to the RFP or the selection process will be made in writing and provided to all recipients of the RFP.
2. The City reserves the right to:
  - Waive minor irregularities.
  - Modify or cancel the selection process or schedule at any time.
  - Negotiate scope and cost with the consultant.
  - Negotiate with the second choice Respondent if it is unable to negotiate an acceptable contract with the first choice Respondent within a reasonable period of time.

- Reject any and all proposals, and to seek new qualifications when it is in the best interest of the City to do so.
  - Seek any clarification or additional information from Respondents as is deemed necessary to the evaluation of a response.
  - Judge the veracity, substance, and relevance of the Respondents' written or oral representations, including seeking and evaluating independent information on any of the Respondents' worked cited as relevant experience.
  - Contract with separate entities for various components of the services.
3. The project team shall be approved by the City of Albany. The City must approve any changes in the project team.
  4. All expenses related to any Respondent's response to the RFP or other expenses incurred during the period of time the selection process is underway, are the sole obligation and responsibility of that Respondent. The City will not, directly or indirectly, assume responsibility for such costs except as otherwise provided by written agreement.
  5. The professional will be required to sign the City of Albany's standard Agreement for Consultant Services (ACS) and meet the City's Insurance Requirements (IR), a copy of the agreement and insurance requirements are available upon request. The contract for the performance of these services will provide that: (i) the consultant will perform its services at the direction of the City in a manner consistent with State law and City policies; and (ii) the consultant will be subject to the State law and the City's conflict of interest policies.
  6. All proposals submitted will be subject to public records laws.

## **GRANT FUNDING**

Funding for these services is provided by the California Coastal Conservancy. Thus, the City will work closely with the Conservancy to ensure all Conservancy requirements and procedures are met as described in the attached Grant Agreement between the City and the Conservancy. Of particular note, respondents should be aware of the following requirements:

### **Work Products**

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

## Insurance

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
  - a. General Liability:  
(Including operations, products and completed operations, as applicable)  
\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
  - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is



cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.

b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

(i) The State of California, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.

(ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.

(iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.

6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates, in the form attached as Exhibit 3 to this agreement and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.

8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

#### Prevailing Wage

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code (see Labor Code sections 1720 et seq.). The grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations, if required by law to do so.

## **SUBMISSIONS**

The City welcomes a response to the RFP in any format that best expresses the qualifications of the respondent. In general, lengthy responses are discouraged. Please submit your firm's qualifications, identify key staff to be assigned to this project, provide resumes for each key staff member; provide at least three (3) professional references for work that was performed similar to that requested in this RFP, and provide a detailed description of your approach to the project and a time schedule. Responses are not to exceed the total fee amount.

The City reserves the right to make all submissions available to the public pursuant to legal requirements. The City anticipates that a consultant will be selected by September 19, 2014, and that a contract for services will be negotiated and executed within a month thereafter. The consultant will be expected to commence services immediately upon contract execution.

### **Registration of Intent to Submit Qualifications**

Interested parties are requested to contact Claire Griffing at [cgriffing@albanyca.org](mailto:cgriffing@albanyca.org) to register their intent to respond to the RFP. Registration ensures that any modification to the RFP process can be transmitted as quickly as possible to all interested parties. A written confirmation of registration will be sent by email within two business days. If you do not receive a written confirmation, or have any questions regarding the RFP, please contact Claire Griffing at (510) 528-5754. It is the responsibility of the respondents, before submitting a response to the RFP, to ascertain if the City has issued any notices, clarifications, addenda, or other communications to responders. Oral explanations or instructions from City staff shall not be considered binding on the City.

## **To Submit a Proposal**

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Proposals shall be submitted to:

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Albany, CA 94706  
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Attention: RFP Albany Bulb Transition Plan