

Groveland Community Services District
Issued: May 15, 2024



REQUEST FOR QUALIFICATIONS (RFQ)

**DESIGN SERVICES FOR THE GROVELAND
HETCH HETCHY RAILROAD TRAIL PROJECT,
PHASE 1**

ATP ID #: ATPL-5932

Work Items to Include:

1. Research, Survey, & Topography
2. Environmental Studies & Permits
3. Plans, Specifications & Estimates
4. Right-of-Way Acquisitions & Engineering
5. Construction Engineering, Quality Assurance & Quality Control
6. As-Built Documentation
7. Administration of Progress Reports, Reimbursements and Allocations

Deadline for Submission of Qualifications:

July 1, 2024

For an electronic version of this RFP, go to:

www.gcsd.org

(Click on "Announcements" and "Bids, RFPs & RFQs")

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SECTION I – GENERAL INFORMATION

I-1. Introduction

Established as mining camps in 1852, Groveland and the nearby town of Big Oak Flat were once thriving California Gold Rush towns. After the decline in gold production, the historic town of Groveland made its mark offering hospitality to weary travelers coming to and from Yosemite National Park. Located only 26 miles from the northern entrance to the park on Highway 120, today Groveland is the most convenient gateway for tourists coming from the San Francisco Bay Area, Sacramento, Stockton, or Modesto.

Although Groveland boasts a population of approximately 3,000 full-time residents, this number more than triples during the summer months. Over the past five years, the number of short term rentals has skyrocketed to over 400, which has converted many infrequently occupied vacation rentals into lodging units occupied nearly year-round and changing the population dynamic. Visitors are attracted to both the magnificent beauty of our area, as well as the many recreational opportunities offered nearby. Our quiet hilltop community has managed to retain much of its old west charm, and still boasts the oldest continuously operating saloon in California. Travelers enjoy playing golf at Pine Mountain Lake's 18-hole golf course, taking in the sun at one of the numerous recreational lakes nearby, fishing, hiking, and of course sightseeing.

The Groveland Community Services District (GCSD) was formed in 1953 to provide public services to the growing community, and to address the need for a solid water supply and wastewater treatment. GCSD provides water treatment and distribution; sewer collection, treatment, and disposal; fire protection/emergency response, and park services to the community and its visitors. The District completed its first Park Master Plan in 2001, which evaluated its current facilities and gathered public input on community park desires and needs for the future.

The existing District Park facilities include:

- Mary Laveroni (upper) Park
 - Playground structures
 - Picnic tables and BBQ
 - Lawn areas
 - Restroom
- Mary Laveroni (lower) Park
 - Lawn/event area
 - Event infrastructure including water and electrical hookups
 - Event pit BBQ
 - Concession Stand
 - Stage area with storage and restrooms
 - Basketball Court
 - Skatepark
- Leon Rose Baseball Field and Dog Park
 - Baseball field partially decommissioned due to lack of revenue, volunteer assistance/commitments and sporadic use
 - Small fenced dog park

In 2007, the District conducted a Land Use Study which identifies District owned properties, their existing and proposed/possible future uses and related opportunities and constraints. This study was commissioned at a time in which the District anticipated growth of 1100 residential units in a relatively short period of time, but which never occurred. In the study, the District stated

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its desire to develop its 200+ acres of property such that its residents and visitors have a unique place that serves the needs of the Groveland-Big Oak Flat and surrounding communities. The objectives and outcomes of the 2007 study are summarized below:

- A place for people of all ages and abilities to congregate
- A place that captures the natural beauty of its environment and landscape for public enjoyment
- A place that becomes a recreation center for the needs of the entire community
- Friendly and welcoming facilities and programs that are inclusive of the whole community, both in terms of education and recreation

Although the increase in permanent residential growth did not occur, the District has experienced recent growth in residents and visitors to the area, increased usage of District park facilities, and identified community interests in new park features such as a bike park, trail system and RV campground.

Beginning in 2019 and building on the planning completed in 2001 and 2007, GCSD conducted significant community outreach and stakeholder engagement to shape the development of a Park Amenities Upgrade Plan and Strategy. The Park Amenities Plan, which was completed in 2021, included a number of modifications to and amenities in Lower Mary Laveroni Park, to expand and improve its form and function. The overall vision of the improvements is for the upper and lower park to serve as a pre-Yosemite destination, giving visitors the feeling that “they have arrived” (in Yosemite).

I-2. Background on Project

The highest priority recreational need and opportunity identified was a system of trails, close to the downtown area and potentially connecting with the larger trails networks in the region. The old Hetch Hetchy Railroad alignment has been identified for decades as the ideal location for a trail linking the communities and providing a window into the history of the region and importance of the railroad to the development of California. The Hetch Hetchy Railroad is located directly adjacent to Mary Laveroni Park and downtown Groveland. The Pre-Yosemite Vision for the Park, history and outcomes produced by the Hetch Hetchy Railroad are essential for understanding the physical relationships, aesthetic character and functional intent of the project design.

The initial topographic survey of the anticipated trail alignment was completed in 2021. The project is located completely on property owned by the district, and on property owned by the city and county of San Francisco, under a purchase agreement with the district. The alignment of the trail will occur on these properties, and it is anticipated that the only alternatives to be analyzed will be the exact final trail alignment and bridge crossings. While the survey is generally comprehensive in that it covers the project alignment, minor modifications or updates may be required to fully address all aspects of the project, in its final alignment. It is the consultant’s job to identify any issues with the survey during preliminary engineering, so that alternate solutions can be developed. All aspects of the project design that affect either pedestrian or vehicular accessibility must comply with the latest provisions of the ADA – American’s with Disabilities Act.

The following documents are being available on the [District’s website](#) for the development of the firm’s proposal, as follows:

1. [Mary Laveroni Park Amenities Plan 2021](#)
2. [Hetch Hetchy Railroad Trail, Phase 1 Initial Alignment Drawings](#)
3. [GCSD Parks Master Plan 2001](#)
4. [GCSD Land Use Report 2007](#)
5. [Trails Mitigated Negative Declaration 2022](#)

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The project, which is funded by CMAS and STIP allocated through the Tuolumne County Transportation Council (TCTC), and a Cycle 6 grant of the Caltrans Active Transportation Program, implements critical components of the Park Amenities Plan. The “Hetch Hetchy Railroad Trail” Phase 1 is approximately 1.8 miles in length and continuously connects to the historic gold rush town of Groveland and linking the region’s largest residential community to public buildings and parks, dog park, baseball field, youth center, local businesses, grocery market, medical facilities, pharmacy, banks, post office, etc. The Phase 1 project also connects Mary Laveroni Park, traveling west along the historic railroad grade to Deer Flat RD. Future phases of the project will extend the trail along the railroad grade to the community of Big Oak Flat.

The proposed project will provide for the first-time bicycle and pedestrian connectivity between the Pine Mountain Lake residential community and downtown Groveland. Additionally, due to its ecologically and culturally significant context, the community has developed rigorous standards for the projects’ aesthetic and ecological performance. This vision, expressed in the conceptual planning and design documents includes a close attention to the Yosemite Gateway, California water and railroad celebration theme, as well as the materiality, scale, and supportive amenities like benches, shade structures, lighting, and signage.

The Trail is intended to provide a rustic alternative method of transportation with scenery of the natural features Groveland has to offer. The Trail will pass through dense woodland areas, as well as adjacent to a creek. The Hetch Hetchy Trail will be a paved Class I multipurpose bike/pedestrian trail design in accordance with AASHTO and Caltrans design manuals. The Trail will be 11 to 14 feet wide with 2 to 5-foot shoulders on each side, where feasible. The Trail shall utilize a maximum running slope of 5% with a maximum cross slope of 2%. The pavement cross section shall have a minimum thickness of 6 inches, including asphalt and aggregate base, and shall be designed utilizing recycled material. The Trail will incorporate the design of up to three pedestrian bridges spanning over the adjacent creek. As the alignment passes through dense woodland areas, extensive earthwork, tree removal and retaining wall may be necessary. The Project design will evaluate and incorporate essential drainage measures throughout the project alignment. The Hetch Hetchy Trail will provide various site features such as bike racks, water fountains, kiosks/signage, benches, trash receptacles and pathway lighting to facilitate practical use of the proposed trail.

A cornerstone component of this project is the celebration of California Water history and how this railroad facilitated the building of the Hetch Hetchy Reservoir and Water System, which provided an ample water supply for the City and County of San Francisco and the many South Bay communities that became to be known as Silicon Valley. Without this water system, much of the technology that we know today may not have been developed, and certainly the economy of the State would not be what it is today.

With the assistance of the local Chamber of Commerce and Southern Tuolumne County Historical Society, the District looks forward to working with a visionary designer that can create a plan for signage and interpretation, strategically located with viewing areas, that will be educational, inspirational, and an accurate celebration of California water development, Railroad history as well as the cultural significance and biodiversity of the Groveland the region. It is expected that the trail will be a walking history and nature lesson, and a destination for tour buses, schools, and clubs in keeping with a healthy, learning lifestyle. The project is seen as a heritage/environmental tourism destination.

The Primary Project Goals are intended to:

1. Provide an accessible, safe, nonmotorized access route linking residential communities,

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businesses and public facilities

2. Provide a trail system and support amenities that allow for safety and full outdoor enjoyment of the biodiversity of our area
3. Provide a location to celebrate our heritage and educate locals, students, and visitors on the importance of the natural resources and infrastructure of the region, in the development of the Bay Area and Silicone Valley, as well as allowing for residential growth in the Groveland area
4. Serve as an alternate/emergency ingress/egress route bypassing downtown Groveland, to be available during community evacuations or other emergencies. The bridge crossings are non-motorized only and vehicles have an alternate route.
5. Promote destination/heritage/active lifestyle tourism in the region

The Groveland CSD has completed some of the preliminary design tasks for the Project. More specifically the major tasks that the Groveland CSD has completed are as follows:

1. Completion, circulation, and adoption of the environmental assessment including a Mitigated Negative Declaration (MND) with associated biological and cultural assessments.
2. Selection of the preliminary Class I bike/pedestrian trail alignment.
3. Completion of the topographic survey for the preliminary alignment.

I-3. Request for Qualifications

The Groveland Community Services District (GCSD or District) is requesting proposals from qualified firms to provide Design, Engineering, Construction Management/Quality Control Services to facilitate the Hetch Hetchy Railroad Trail Project, Phase 1.

The Work items consist of (1) Research, Survey & Topography as well as preliminary engineering to determine the optimal project alignment considering trail function, cost and environmental/logistical constraints; (2) Environmental Studies & Permits; (3) Plans, Specifications & Estimates; (4) Right of Way Acquisitions & Engineering; (5) Construction Engineering/Quality Assurance & Quality Control; (6) As-Built Documentation; (7) Administration of State reimbursements, Progress Reporting and CTC approval applications.

The Scope of Work also includes the following in design and implementation of the Project:

Project Administration

Upon finalization of the consultant agreement, GCSD will coordinate a kick-off meeting involving GCSD, Consultant, and key stakeholders. As the project moves forward, Consultant will prepare invoices and progress reports for District approval and transmission to State. The Consultant will also prepare the CTC funding allocation applications for the PS&E, Right of Way and Construction portions of the work, and service these applications upon submittal, as needed.

Consultant Project Meetings

The Consultant will meet at least bi-weekly for check-in meetings with GCSD staff for project team updates to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.

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Project Development Team (PDT) Meetings

GCSD will identify key stakeholders and assemble a Project Development Team (PDT) to help guide the development of the Project's interpretive, tourism and educational related infrastructure components. Members of the PDT will include but are not limited to: Southern Tuolumne County Historical Society (STHCS), Tioga High School, Blue Zone Project, Yosemite Hwy 120 Chamber of Commerce, local birdwatching club, and other key stakeholders identified by GCSD. The PDT will be led jointly by GCSD and the consultant. The PDT or portions thereof will convene 2-3 times throughout the planning and design process at key milestones such as project kick-off, preliminary and final design review.

A walking tour will be hosted for the PDT at the first kick-off meeting to have a detailed discussion on opportunities and constraints of the project.

The selected firm will be expected to provide all described services - either through "In-House" and/or using sub-consultants. In any case, the consultant under contract with the District will be expected to manage the project and be the sole point of contact on all items in the contract.

Qualification Proposals will be due by **12:00 P.M. on July 1, 2024**. To be considered, the submittal must be delivered to the GCSD office located at 18966 Ferretti Rd., Groveland, CA 95321. The District reserves the right to reject any or all Qualifications submitted.

Any questions related to this RFQ shall be submitted in writing as detailed in Section I6 below, to the attention of Peter Kampa via email at pkampa@gcsd.org. Questions shall be submitted before **4:30 PM on June 17, 2024**.

During the evaluation process the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all Qualifications submitted and to use any idea(s) included in a proposal regardless of whether that qualification is selected.

It is anticipated the selection of the firm (based on merit alone) will be completed by **July 2024**. Following the notification of the selected firm, their task-completed-basis-fee schedule will be reviewed by District staff and compared to the District engineer's estimate for the expected consultant fees. Negotiation may result. Once pricing has been made acceptable to all parties the project will be awarded and the contract will be written. The District retains the right to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The proposals also become the property of the District.

I-4. Tentative Project Milestones

Consultant Interviews	July 2024
Executed Contract w/ the Selected Firm	July 2024
Complete Research, Review of Survey, Preliminary Alignment	October 2024
Concept Drawings for Interpretive Components	December 2024
Complete PA&ED	December 2024
Complete ROW Acquisition/Certification	November 2025
Complete PS&E Delivery and Ready to List	April 2026
CON Obligation	May 2026
End Construction	May 2028

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I-5. Communications/Official Contacts

It is GCSD's intent to provide the same information to all proposers and questions will not be answered individually by telephone. Any oral responses to questions are not binding on GCSD. Prospective proposers may make written inquiries by email concerning the RFQ to obtain clarification of requirements. GCSD will post all the questions received, along with GCSD's written responses, to the GCSD website, <https://www.gcsd.org/>. **It is the responsibility of the proposers to check the GCSD website to review the questions and responses.** Except for questions that might render the award of this the Hetch Hetchy Railroad Trail Agreement(s) invalid, GCSD will not respond to any questions submitted after **June 17, 2024**.

Any communications related to this RFQ should be directed to:

Peter Kampa
General Manager
(209) 962-7161 Ext 1024
E-mail: <mailto:pkampa@gcsd.org?subject=Hetch Hetchy RR Trail Question>

I-6. Qualifications Due Date

Four (4) hardcopies plus one (1) electronic copy of the Qualifications must be delivered to the District at 19866 Ferretti Rd., Groveland, CA 95321 no later than **July, 1 2024 at 4:30 PM** local time. Faxed or emailed or electronically transmitted qualifications **will not** be accepted. Late qualifications will be kept by the District, but not considered for award. Qualifications must be sealed and clearly addressed and marked with the RFQ title.

Any qualification may be withdrawn at any time before the "Qualifications Due" date and time, by providing a written request for the withdrawal of the qualification to the District Engineer. A duly authorized representative of the firm shall execute the request. Withdrawal of a qualification will not prejudice the right of the qualifier to file a new qualification.

I-7. Addenda

The District may modify the RFQ at any time prior to the RFQ due date. It is recommended that proposers periodically check the District Web Page for any posted addenda. Proposers who have submitted proposals prior to the due date will also be notified through their contact information provided with their proposal. Addenda will be numbered consecutively. Proposers must certify receipt of the addenda on the appropriate form, which must be submitted with their proposal. Verbal modifications to the RFQ specifications shall not be binding upon the District.

I-8. Irregularities

The District reserves the right to waive any non-material irregularities or information in the RFQ or in any proposal.

I-9. Incurred Costs

The District is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

I-10. Equal Opportunity Policy for Consultants

The District requires all proposers to comply with Federal, State and Local Law and Ordinance with regard to equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

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SECTION II – PROPOSAL FORM AND CONTENT

II-1 Proposal Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFQ, and should be easily reproducible. Emphasis will be on completeness and clarity of content, expressing qualifications and experience as it relates to the project and its goals.

All pages of the proposal must be numbered consecutively. The proposal shall not be excessive but instead should be concise. The proposal must be organized in accordance with the list of proposal contents.

II-2 Proposal Form and Content

Proposals should minimally include the following items in their proposals. All items must fall within the maximum page count of 25 pages, double sided, not including schedule or resumes.

- A. All proposals must include a cover letter addressed to District and signed by a duly constituted official legally authorized to bind the applicant to the proposal. The cover letter must include name, address, and telephone number of the proposer submitting the Proposal and the name, title, address, telephone number, and email address of the person, or persons to contact who are authorized to represent the proposer and to whom correspondence should be directed. Only one original signature is required.
- B. Table of Contents
Include a clear identification of the item by section and by page number.
- C. Executive Summary
The proposer may use this section to introduce the proposal or to summarize the key provisions of the Proposal.
- D. Statement of Understanding
The proposer shall include a detailed statement of understanding of the project.
- E. Project Team and Qualifications
This portion should include the name of the person who will be responsible for the design management and administration of the Hetch Hetchy Railroad Trail project for the District, with a resume of that person's experience and qualifications, the names and resumes of their assigned staff, relevant projects, technical experience and the availability of staff for the services. After selection of a firm by the District, no substitution of key staff or subcontractors may occur without the written approval of the District. Sub-consultants should be listed similarly.
 1. A list of related, recent projects should be included with the name of the contact person, email address and the telephone number for which the firm as recently or currently provides services under the scope of work.
 2. Scope of Work: The firm shall describe the proposed work by task, including any tasks that will be performed by subcontractors.
- F. Similar Project Examples and References

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The proposal should include a listing of public sector assignments that can support the proposer's abilities, to accomplish the project design goals and fulfill the services requested in this RFQ. At a minimum, the listing should include project title and summary, project location, project manager, contact information and range of project budget, funding source, similarity of project scopes and any other information that could be useful during the evaluation process. **Proof of experience with Active Transportation Program funding is required in this section.**

G. Additional Information

Any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the project should be included in this section. You may use this section to address those aspects of your services that distinguish your firm or team from other firms.

H. Fee Schedule

A separate sealed Fee Schedule is only required from the top candidates selected to proceed past initial review and potential interviews.

The project PA&ED and PS&E are funded through CMAS and STIP funding, and a grant from the Cycle 6, Caltrans Active Transportation Program is programmed for project construction. The Cost Proposal is to be separated into work items as follows:

Items of Work

Item #1 – Research and Any Additional Survey & Topography Work.

Item #2 – Environmental Studies & Permits (May include Conceptual Site Plans for bridged creek crossings and Interpretive/Signage Plans, submitted as a separate task in the fee proposal).

Item #3 – Plans, Specifications, & Estimates

Item #4 – Right of Way Acquisitions & Engineering.

Item #5 – Construction Engineering/Quality Assurance & Quality Control

Item #6 – As-Built Documentation Support

Item #7 – Administration of Reimbursement Requests, Progress Reporting and CTC Funding Allocation Requests

The contract for consultant services with the selected firm will include this phase so that each phase is approved individually by the District – according to the respective CTC approvals.

GCSD will pay the consultant on a task completed basis at the rates set forth in the agreement, subject to the scope of work and amount set forth in a specific work order(s). Progress payments will be made no more frequently than at monthly intervals. Payment will be made only on submitted claims describing work completed prior to the close of the billing period and approved by the General Manager. Progress payments will be limited to 90% of the budget for the tasks completed. The 10% retention will be released upon completion and approval of the final work order product. Payment for work completed can be expected within 30 days of invoice receipt and verification of work performed.

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The work items can be further detailed according to the firm's understanding of the necessary elements.

II-3. Submittal Process

Four (4) hardcopies plus one (1) electronic copy of the Qualifications must be delivered to the District at 19866 Ferretti Rd., Groveland, CA 95321 no later than **July, 1 2024 at 4:30 PM** local time. Faxed or emailed or electronically transmitted qualifications **will not** be accepted. Late qualifications will be kept by the District, but not considered for award. Qualifications must be sealed and clearly addressed and marked with the RFQ title.

Any communications related to this RFQ should be directed to:

Peter Kampa
General Manager

(209) 962-7161 Ext 1024

E-mail: <mailto:pkampa@gcsd.org?subject=Hetch Hetchy RR Trail Question>

SECTION III – GENERAL CONDITIONS, SERVICES, SCOPE OF WORK AND CONSULTANT SELECTION

III-1. General Conditions

The District shall not be liable for any pre-contractual expenses incurred by the consultant, nor shall any firm include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the District.

The District reserves the right to withdraw this RFQ at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firms best qualified and responsive in the opinion of the District.

Proposals may, at the District's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind. The District reserves the right to reject any and all proposals. The District expressly reserves the right to postpone submittal opening for its convenience and to reject any and all submittals responding to this RFQ.

The selected firm(s) must agree to indemnify, hold harmless and defend the District, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the District which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

The selected firm will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.

The District reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.

All responses to this RFQ shall become the property of the District and will be retained or disposed of accordingly.

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No amendments, additions or alternates shall be accepted after the submission date and time.

All documents, records, designs and specifications developed by the selected firm in the course of providing services for the District shall be the property of the District. Anything considered to be proprietary should be so designated by the firm.

Acceptance by the District of any proposal submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for services.

The District reserves the right to issue a written notice to all participating firms of any change in the proposal submission schedule should the District determine, in its sole discretion, that such changes are necessary.

III-2. Services

To deliver Work Items that will allow the project to be bid and constructed accomplishing the project design and function goals, and according to the established schedule. The summary of work items, which are further described below in detail, consist of (1) Research, Survey & Topography as well as preliminary engineering to determine the optimal project alignment considering trail function, cost and environmental/logistical constraints; (2) Environmental Studies & Permits; (3) Plans, Specifications & Estimates; (4) Right of Way Acquisitions & Engineering; (5) Construction Engineering/Quality Assurance & Quality Control; (6) As-Built Documentation; (7) Administration of State reimbursements, Progress Reporting and CTC approval applications.

The selected consultant will be responsible for the evaluation of all feasible trail alignments, development of construction documents, filing of all associated permits, as well as assistance with Project bidding and construction. More specifically the major tasks of this project include:

1. Comprehensive preliminary engineering report analyzing feasible trail alignments including a selected alternative and Interpretive and Educational Signage plans.
2. Completion of geotechnical investigation for all final structural infrastructure proposed.
3. Design/Develop comprehensive trail improvements and prepare contract plans and specifications for construction of the proposed improvements.
4. Prepare an itemized engineer's estimate of probable construction costs by design options as appropriate.
5. Prepare construction documents for project bidding process.
6. Prepare and submit applications to regulatory authorities on behalf of the Groveland CSD to obtain permits and approvals for construction of the proposed trail system.
7. Prepare and submit progress reports to Caltrans, prepare reimbursement invoice packages, prepare application submittal packages to the CTC for the various approvals required
8. Assist with bidding process and contract award selection.

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9. Provide project management and engineering support during construction.

III-3. Scope of Work

Projects and services are unique, and the exact scope of work will vary depending upon exact final project alignment and components, bridge locations, public and District input. However, typical professional services for projects might include but not be limited to the following general scope:

Item #1 Research, Survey & Topography (Currently allocated by CTC)

The project consultant will be expected to obtain thorough knowledge of the area in order to determine the most efficient and desirable design. In addition to a District conducted topographical survey along the trail alignment, preliminary engineering may require survey of the appropriate properties, topography to establish location and elevations of all affected items – including waterways, planned creek crossings, trees, areas of vegetation and any areas of cultural or environmental significance. Prior investigations, analysis and reports should be incorporated into the final design where feasible. Property boundary markers shall be protected and planned to be reset in their correct position to ensure compliance with the law. The project ATP application and recently completed topographical survey of the Project site are available on the District website proposal page.

Item #2 Environmental Studies & Permits (Currently allocated by CTC)

An Initial Study/Mitigated Negative Declaration, including the associated biological and cultural assessments was completed, circulated and certified for the project, with the Notice of Determination filed in August 2022, as part of a funding application to the California Department of Parks. The project was instead awarded full funding through the Cycle 6 ATP program and not funded through state parks. As the project now involves federal funding, the environmental documents may need to be updated by the consultant in compliance with NEPA. The project will require several permits. In the Garrote Creek corridor and for the bridged creek crossings, these are expected to include a CDFW 1602 (SAA) permit, CWA Section 401 and 404 permits.

Biological resources and cultural resources reports may also need to be updated for the new funding sources. Other permits and environmental studies may or may not be needed depending on the final plans and specifications. The CEQA IS/MND and Notice of Determination is available on the District website proposal page.

Item #3 Plans, Specifications, & Estimates

- a. Coordinate with District general manager, district engineer and/or operations manager for initial concept and direction.
- b. Surveys and Mapping – Unless otherwise completed by the District, the Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance.
- c. Preliminary Engineering Studies – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Geotechnical, Bridge, Landscape Architecture, Electrical, Interpretive components, etc.
- d. Develop concept and design drawings for submission to regulatory or funding bodies for approvals including, but not limited to: FHWA and Caltrans, if required.
- e. Prepare exhibits, renderings, drawings and prepare presentations to GCSD Staff and/or

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GCSO Board.

- f. Utility Coordination – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed.
- g. Provide any geotechnical evaluations, reports and recommendations for pavement design section, retaining walls and concrete work, etc.
- h. Provide civil engineering and/or architectural design for complete pathway geometric design, demolition, asphalt and base improvements, drainage, grading, curb, gutter, sidewalks, cross gutters, ADA access ramps, street signage, street striping/markings, electrical improvements, landscaping, irrigation, site improvements, structure/bridge design, building design, etc.
- i. On behalf of the GCSO, apply for and obtain all required approvals and permits from all governing public agencies for the construction of the project.
- j. Coordination with Adjacent Properties – Coordinate with adjacent property to if needed.
- k. Prepare construction plans, specifications, and bidding documents for construction. (utilizing the Caltrans Standards, current edition).
- l. Prepare final detailed engineers / architects' cost estimates
- m. Assist the GCSO in all aspects of the bidding process with construction and engineering firms, including but not limited to respond to request for information, prepare addendums, attend pre-bid meeting, review bid results, and qualify lowest responsible bidder, make recommendations for awarding the construction contract. Prepare the Approval to Award Application to Caltrans.

Item #4 Right-of-Way Acquisitions & Engineering

The district is currently in escrow for the purchase of the Hetch Hetchy Railroad parcels extending from the GCSO property, west to the community of big oak flat. The district, under review of the City and County of San Francisco, is in the process of preparing a record of survey for the properties, as part of its due diligence research. The district has also conducted drone aerial imagery of the parcels to identify encroachments, or any other potential conflict with acquisition of the parcels and construction of the trail. We intend to purchase the properties using ATP funding, to the extent allowed within the project scope. All current purchase agreement related due diligence work is being completed using the district's park funds.

The selected consultant will become familiar with the parcels being purchased and the survey documentation and determine if any additional properties or easements are required for construction, permit conditions or for trail operational purposes. The consultant will also work closely with the district and Caltrans to ensure a timely and smooth process for right of way approval and funding.

Item #5 Construction Engineering/Quality Assurance & Quality Control

- a. Provide Construction Engineering/Management and/or inspection services.
- b. Review and approved contractor's shop drawings, schedules, insurance, submittals and make recommendation for Notice to Proceed.
- c. Coordinate with utility companies for connections, service, relocations, etc.
- d. Perform construction staking as required.
- e. Perform contract administration, review contractor's payment requests and make recommendation for payment, conflict resolution, check certified payroll, releases, bonds, final pay requests certificate of completion, etc.
- f. Investigate proposed contract change orders and submit background information to the District for a decision, if justified, and prepare necessary drawings and documents for

GROVELAND COMMUNITY SERVICES DISTRICT REQUEST FOR QUALIFICATIONS

approval.

- g. Perform inspection services, daily reports, materials, subcontractors, equipment, manpower, weather, activities, etc.
- h. Perform materials and soils testing as needed.
- i. Prepare and maintain as-built drawings and construction documentation for review by any auditing agency.
- j. Represent the District at all state or federal project audits.

Item #6 As-Built Documentation

The consultant will be required to provide a binder hardcopy of all projects related documents – from project kick-off meeting through the Notice of Completion. The consultant will work with the contractor to ensure that plans are thoroughly updated to identify items built versus not built, and the location of the alignment and fixtures is identified and accurate. Where appropriate, as-built plans can be provided by redline and may not require actual CAD revision. The as-builts should also include existing site features determined during construction to be relevant – either as protect-in-place or noted as potential conflicts.

Item #7 Administration of State reimbursements, Progress Reporting and CTC approval applications

The consultant will be responsible to review and approve contractor invoices and payment requests, and compile other expenditure information from the district, and prepare the reimbursement invoices to Caltrans. The consultant will prepare the required progress reports, in a timely manner, based on each of the schedules for the various funding sources. The consultant will also prepare the funding allocation packages in accordance with California Transportation Commission requirements and schedules, to make sure the project stays on track and is allocated funds for the next segment of work at the appropriate CTC meeting.

III-4. Selection Procedure

The District intends to retain the selected firm evaluated to be the best qualified to perform the work for the District, cost and other factors considered. The District shall screen all applications and the top candidates may be selected for formal interviews. Proposals will be screened by a review panel of five representatives of GCSD. The panel will determine the firms selected for interview if interviews are deemed necessary.

In reviewing the proposals, each member of the review panel will carefully score the following criteria, based on a maximum score of 100 points, where each of the (5) Items are scored 1 through 20. If formal interviews are invited, the review panel will rank the results of the interview in a succeeding order. The winner is the firm at the top of the sequence.

- Does Firm demonstrate a comprehensive review/understanding of scope of work?
- Does the Firm and their sub-consultants have specific experience relative to this project that are relevant to this project?
- Does the Firm propose a well-organized and detailed response to the RFQ ?
- Does the Firm's proposal indicate an ability to think creatively and innovatively about the project and does it seem like they can effectively problem-solve to meet the established deadlines and deliver the required project?
- The extent to which previous clients have found the firm's services acceptable.

The District will require the firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The selected firm or individual will also be

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required to maintain relevant business licensure. The contract will contain provisions requiring the selected firm to indemnify the District and provide that the Consultant is an independent contractor serving at the will of the District. Other required provisions include District Board of Directors right to terminate the agreement, at its sole discretion, upon the provision of notice.

III-5. Consultant Agreement

The District's Standard Consultant Agreement is included as Attachment A.

Attachment A

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made this ____ day of _____, 2024 by and between Groveland Community Services District, a special district organized under the laws of California (hereinafter called "District") and _____ hereinafter called "Consultant."

1. THE CONTRACT

This Contract consists of: (1) the general terms and conditions contained herein, and (2) the Exhibits attached hereto, as Exhibits A through B inclusive. The District has furnished the Consultant with the general program and requirements of Consultant's services and the Consultant acknowledges being informed as to the nature and extent of the services required. It is expressly understood between the parties that the District is relying on and looking to the Consultant for performing and establishing the specific and technical requirements of the professional services described below, except where otherwise provided.

2. THE PROFESSIONAL SERVICES

Consultant shall execute the following professional services specified in Exhibit A (Scope of Work) attached hereto and incorporated herein by reference.

3. COMPENSATION FOR SERVICES

Consultant shall receive compensation for performance of the professional services in the amount, and at the times specified, in Exhibit B (Compensation) attached hereto and incorporated herein by reference.

4. CONSULTANT'S RESPONSIBILITIES

A. The Consultant shall perform those services specified in Exhibit A (Scope of Work) and any such additional services as may be authorized in accordance with Article 6 hereof.

B. Consultant enters into this Contract, and will remain through the term of this Contract, as an independent contractor. Consultant agrees that Consultant is not and will not become an employee of the District while this Contract is in effect. Consultant is not entitled to the rights or benefits afforded to the District's employees, including but not limited to disability or unemployment insurance, worker's compensation, medical insurance, sick leave or other employment benefits. Consultant is responsible for providing at Consultant's own expense disability, unemployment, and other insurance, workers' compensation (as set forth below), training, permits, and licenses for Consultant and for Consultant's employees and subcontractors. The Consultant shall be responsible for methods and means used in performing the Consultant's services under this Contract.

C. In the event the Consultant's services are related to a particular project, the Consultant's services shall be performed in a manner, sequence and timing so that they will be coordinated with the needs of the District and other consultants, engineers, architects or contractors for the project. The District General Manager or Interim General Manager shall be the general administrator of the professional services for the project and shall facilitate the exchange of information amongst the consultants, engineers, architects or contractors retained by the District for the project as necessary for the coordination of the project. Except as authorized by the District, all written communications between the Consultants and the District or others for the project shall include the District.

D. The Consultant shall provide progress copies of drawings, reports, specifications and other necessary information to the District and other contracted consultants for coordination and review. All aspects of the project designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall also become familiar with aspects of the project designed by the engineers and/or contracted consultants as necessary for the proper coordination of the project.

E. Consultant may, at Consultant's own expense, use any employees or subconsultants as Consultant deems necessary to perform the services required of Consultant by this Contract. The District shall not control, direct or supervise Consultant's employees or subconsultants in the performance of those services.

F. Consultant agrees that all designs, plans reports, specifications, drawings, inventions, processes and other information or documents produced by Consultant as a product of the performance of Consultant's services under this Contract will be and are hereby assigned to the District as the sole and exclusive property of the District and the District's assigns, nominees and successors, as well as any copyrights, patents, or trademarks obtained by Consultant in connection with the performance of services under this Contract.

G. Any written, printed, graphic, electronically or magnetically recorded information furnished by the District for Consultant's use are the sole property of the District. All such information shall be proprietary, including, but not limited to customer requirements, customer lists, marketing information and information regarding the project, the District's employees, products, services, prices, operations and subsidiaries. Consultant will keep such proprietary information in the strictest confidence, and will not disclose it by any means to any person except with the District's approval or except as required by law. On termination of the Contract, Consultant will return any proprietary information in Consultant's possession to the District.

H. Consultant agrees to indemnify and hold harmless the District, the members of its governing board and its officers, agents and employees from and against all demand, claims, damages, losses, liabilities, expenses and/or costs including reasonable attorney's fees and court costs, arising out of Consultant's willful misconduct, or negligent or reckless acts, errors, or omissions of services contemplated by this Contract, except however, for any such demands, claims, damages, losses liabilities, expenses and/or costs resulting from the willful misconduct, reckless acts, errors or omissions, or negligence of the District and/or its prorata share of negligence.

5. DISTRICT'S RESPONSIBILITIES

A. If the Consultant's services are related to a particular project, the District shall, with reasonable promptness, provide available information regarding the requirements for the project, including any existing or proposed plans and specifications and any requirements of public or quasi-public governmental agencies of which the District is aware.

6. TERMINATION, SUSPENSION OR ABANDONMENT

A. Notwithstanding any other provision of this Contract, this Contract may be terminated by either party at any time by giving thirty (30) days written notice to the other party. In the event of such termination, Consultant shall be compensated hereunder for the hours worked up to the date of termination. In the event of such termination without cause, the District shall not be entitled to rely upon, nor shall Consultant have any liability arising out of the District's use of incomplete designs, plans, reports, specifications, drawings, or other uncompleted tasks.

B. This Contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Contract through no fault of the party initiating the termination. For purposes of this subparagraph, the failure to substantially perform in accordance with this Contract includes, but is not limited to, the following:

(1) The District's failure to pay Consultant any compensation due within thirty (30) days after written demand for payment.

(2) Consultant's failure to competently complete the services specified under this Contract within the time periods specified herein or as reasonably directed by the District.

(3) Consultant's or the District's material breach of any representation or agreement contained herein.

(4) Failure of consultant to maintain insurance coverage as required in Section 7.

(5) Consultant may also withdraw from this Contract upon seven (7) days written notice in the event of the District's refusal to cooperate with Consultant or to follow Consultant's advice on any material matter, or the occurrence of any fact or circumstance that would render Consultant's services unlawful or unethical.

(6) In the event of any such termination, Consultant shall be compensated hereunder for the hours worked up to the date of termination.

7. INSURANCE COVERAGE

A. Consultant shall maintain insurance covering claims arising out of the performance of professional services under this Contract and caused by the errors, omissions or negligent acts for which the Consultant is liable, in an amount of no less than \$1,000,000 per occurrence. Additional coverage or terms may be required for Consultant's services related to a particular project.

B. The Consultant shall carry the following additional insurance:

C. Worker's Compensation as required by law and Employer's Liability Insurance in the sum of not less than \$1,000,000.

D. General Liability Insurance, which insurance shall have limits of liability not less than the following:

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

Comprehensive Automobile Liability, for all vehicles, automobiles, trucks and equipment which insurance shall have limits not less than the following:

Bodily Injury:	\$1,000,000 each occurrence \$1,000,000 each person
Property Damage:	\$1,000,000 each occurrence

Consultant shall furnish the District, upon request, with (1) a certificate of insurance countersigned by an authorized agent or representative of the insurance company, that the insurance policies will not be cancelled, altered or reduced without thirty (30) days prior written notice to the District and that the policy or policies do not exclude coverage for contractual liability, and (2) an endorsement to the General Liability Policy, in the form of CG2010, or such other form reasonably acceptable to the District, confirming that the District is named as additional insured on such policies. In the event of cancellation for non-payment, the District may pay premiums due by Consultant and deduct the paid payment from amounts then or subsequently owing to the Consultant hereunder. Insurance limits called for herein shall be considered to be minimum and the District shall have the absolute discretion to require higher limits should the nature of the work and risks involved therein call for such higher limits. District shall reimburse Consultant the cost for the difference between the normal insurance detailed above and any higher limit insurance required by the District.

8. SAFETY

A. With respect to those items and actions under Consultant's immediate direction and control, Consultant shall strictly observe and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or properties or their protection from damage, injury or loss. Without limiting the foregoing, with respect to those items and actions under Consultant's immediate direction and control, Consultant shall comply with requirements, regulations, orders and directives promulgated under the Federal Occupational Safety and Health Act, the California Occupational Safety and Health Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1986.

B. Consultant shall be liable to the District for all loss, cost and expense attributable to any acts of commission or omission by the Consultant, or its employees or agents that are not employees of the District, resulting from the failure to use reasonable safety precautions and programs or to comply with safety laws, regulations or ordinances, including but not limited to any fines, penalties or corrective measures. Consultant shall not be liable for any loss, cost and expense attributable to violation of safety laws, regulations or ordinances, and with which Consultant had no direct involvement or control.

9. PAYMENT PROVISIONS

A. Unless otherwise specified in Exhibit B, the Consultant shall render monthly invoices in duplicate covering work completed in such month. Invoices received by the end of the month will be payable by the 15th of the following month.

B. Additional services, beyond the services listed in Exhibit A, may be required by the District. Such additional services shall be performed only in accordance with Change Orders, authorized and issued by the District or the District's designated representative. Each Change Order shall list the scope of revisions to be performed, state the time within which the work is to be completed, designate any special conditions, and state the agreed upon compensation for such services.

10. MISCELLANEOUS PROVISIONS

A. This Contract represents the entire and integrated agreement for the services between the District and Consultant and may be amended only by written instrument signed by both the District and Consultant.

B. Any notices required to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, by facsimile, or by any nationally recognized overnight service. Notices must be addressed to the parties at the addresses indicated on this Contract, but each party may change the address by giving written notice in accordance with this paragraph. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of the date of receipt or the fifth day after mailing, whichever occurs

first. Notices sent by overnight services or facsimile shall be deemed communicated as of the earlier of the date of receipt or twenty-four (24) hours after mailing.

C. If any provision of this Contract is held by a court of a competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

D. This Contract shall be binding upon the executors, administrators, heirs, successors and assigns of the District and the Consultant.

E. If any legal action or arbitration is instituted, including an action for declaratory relief to enforce or interpret the provisions of the Contract, the prevailing party will be entitled to reasonable attorney's and expert fees, which may be set by the court in such action or arbitration, or in a separate action brought for that purpose, in addition to any other relief to which that party may be awarded.

F. This Contract will be governed by and construed in accordance with the laws of the State of California.

G. In the event that either the District or the Consultant shall at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition, or obligation.

H. If any term, condition or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract shall be valid and binding on District and Consultant.

I. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.

District Signature:

Consultant Signature:

By: _____
Its: _____

By: _____
Its: _____

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321
Mailing Address:
P.O. Box 350
Groveland, CA 95321-0350

Exhibit A

Scope of Work

Exhibit B

Compensation