

# **CITY OF WATERFORD**

**Bid No. 2017-05**



## **REQUEST FOR PROPOSAL**

### **S. Reinway Avenue Parcel Recreational Use Plan**

**Proposals Due May 9, 2017 by 5:00PM**

**City of Waterford  
101 E Street  
Waterford, CA 95386  
(209) 874-2328**

**April 7, 2017**

## **INTRODUCTION**

The City of Waterford invites qualified urban planning and landscape architecture design professionals with experience working with public agencies to submit a proposal for the development of a Recreational Use Plan for the 16 acre city-owned S. Reinway Avenue Parcel. The consultant selected as a result of this RFP will help the city visualize alternatives and reach consensus on what the final design of this parcel could look like. It is expected that the consultant will also develop cost estimates and a potential phasing strategy for implementation.

The budget for the design work is estimated at \$15,000, and the cost proposals should be close.

## **CURRENT LAND USE**

The current use of the 16 acre city-owned land is for agricultural purposes and is operated under a lease agreement with a local farmer. The current lease is set to expire in 2018. The parcel has not been annexed in to the city limits.

The parcel is bordered on the south by the developed S. Reinway Ave Trailhead with parking lot, restroom, interpretive nature signs, and fitness equipment adjacent to the entrance of the Tuolumne River Parkway project. On the west is a canal for the Modesto Irrigation District, on the north agriculture uses, and on the east are single-family residences.

## **MAILING OR ELECTRONIC SUBMITTAL INSTRUCTIONS**

City of Waterford  
101 E Street  
Waterford, CA 95386

Electronic submittals may be sent directly to [publicworks@cityofwaterford.org](mailto:publicworks@cityofwaterford.org) .

## **INQUIRIES/QUESTIONS**

Questions pertaining to the RFP should be directed to, Tim Ogden, City Manager at his email address, [togden@cityofwaterford.org](mailto:togden@cityofwaterford.org) .

## **PROPOSAL SUBMITTAL**

Proposals are due no later than 5:00p.m, and must be received by that time on the due date. Proposal postmark dates and times will not be considered as meeting that deadline. Proposers must submit three (3) bound copies of their proposal to the address shown under "Mailing or Electronic Submittal Instructions" above. The City is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The City reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that in its sole judgment is (are) in the best interest of the City.

Upon receipt of proposals, each consultant shall be presumed to be thoroughly familiar with all specifications and requirements of this proposal. The failure or omission to examine any form, instrument or document shall in no way relieve consultants from any obligation in respect to this proposal.

## PROJECT SCHEDULE

Proposals Due	May 9, 2017
Council Approval/Award	May 18, 2017
Community Charette(s)	June 2017
Final Plan to City Council	Aug. 3, 2017

## REVIEW OF PROPOSALS AND SELECTION OF CONSULTANT

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be a principal basis for evaluation.

Proposals submitted will be evaluated by a committee comprised of City of Waterford staff. The committee's evaluation will be based upon, but not limited to: proposal cost, strength of the proposal, related experience of the firm, professional qualifications of the individual(s) to be assigned to the project, ability to meet required deadlines, references from previous clients, and ability to enter into the City's standard Consultant Services Agreement.

While cost is a key consideration, the City reserves the right to choose the best proposal, which may not be based on price. The committee may choose to interview the top candidates.

After evaluating the proposals, the City of Waterford reserves the right to further negotiate the proposed work and/or method and amount of compensation. The respondent must clearly state the period of time for which the proposal will be valid. This period must not be less than Ninety (90) days from the date of submittal.

## PROPOSAL CONTENT

The City of Waterford requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP. A copy of the proposal shall be submitted and shall be organized in an easy-to-follow format. Proposals should be limited to ten (10) 8 ½" x 11" pages (including the cover letter and resumes). Lengthy proposals may not be well received.

Proposal must include, at a minimum, the following sections:

- **Cover Letter** : A brief summary containing highlights of Consultant's proposed approach to the services described in the RFP, including a statement of its understanding of the project and services required, signed by an individual authorized to bind the proposing firm stating the firm has read and will comply with all terms and conditions of the RFP.
- **Background on Firm**: A brief description of the firm including the size of the organization, location of offices, years in business, organizational chart, name of owner and principal parties, and titles of staff. Qualifications of individuals who will perform the work listed in the Scope of Work along with identification of the individual who will be the City's main contact.
- **Statement of Understanding and Approach**: Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Discuss and describe the

firm's experience working on similar projects and a provide a statement of the services your firm feels differentiates your firm from others. Additionally, as a part of the summary, identify the responsibilities of the City of Waterford and the responsibilities of the firm.

- **Scope of Work:** Provide details with specific task descriptions to demonstrate that the proposer has considered all aspects of the proposal and that the proposer will cover them thoroughly. Attendance at City Council, community meetings, and providing any needed informational material deemed necessary to educate the community and Council regarding the project should be included.
- **Project Schedule:** Provide a project schedule with significant milestone events or deadlines. Scheduling milestones should be concrete and achievable; however, they may be revised on approval of both parties.
- **References:** Provide the following information for two (2) projects which are similar in scope to the project requested by this proposal:
  - Name, address, and telephone number of the client;
  - Person to contact for references;
  - Time period of project and brief description of the scope of services provided
- **Additional Information:** The City of Waterford has outlined the requirements of this project in as much detail as is currently known. Respondents may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Please provide any exceptions, additional information, or suggestions that will aid in the selection process (attachments are acceptable). Please keep these as **brief** as possible.
- **Cost Estimates of Consulting Fee:** Each proposal shall include a cost estimate for providing services.

**\* Carefully review the Sample Agreement and Insurance Requirements (Exhibit C). The terms of the agreement, including insurance requirements have been mandated by City Council. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.**

## **EVALUATION CRITERIA**

The City of Waterford intends to engage the most qualified consultant available for this assignment. It is imperative the consultant's proposal fully address all aspects of the RFP.

Each proposer's offer of services shall be evaluated using the following criteria:

- Consultant's proposal demonstrates a clear understanding of the Scope of Work listed in the RFP and the work to be performed. **(3 points)**
- Recent experience with similar types of projects and relevant experience and technical competence of the Consultant, personnel assigned to this project, and degree of participation in the project by key personnel. **(2 points)**

- Consultant’s cost estimate for the proposed scope of work. **(3 points)**
- Reputation of firm, structure of firm or team, positive and/or negative reports from references, proximity/availability/responsiveness, and other factors that the reviewer considers relevant. **(2 points)**

## **SCOPE OF WORK**

The City of Waterford understands this RFP may be inadequate to fully describe the work envisioned. The information contained in this RFP is City of Waterford's best understanding of the current needs and how to address them, but City of Waterford will be relying on the consultant firm to provide modifications to the scope of work described herein based on their professional expertise in this subject area.

If the consultant believes there is a better way to achieve City of Waterford's goals, then that should be reflected in the proposal. Consultants should include additional tasks they deem appropriate, written reasons why a task should be included, and an estimate of the fee required to complete the task.

The scope of work is essentially as follows:

1. Meet with City staff to discuss project and items necessary for completion (est. 1 mtg.).
2. Develop an inventory and assessment of the existing open space and surrounding areas trails, signage (way-finding, trail signage, interpretive), roads, traffic control and circulation, parking and other area amenities, and consider existing conditions, opportunities, constraints, and adequacy to meet current and future needs.
3. Develop a public outreach plan which requires that the communication strategy be in both English and Spanish, to seek and incorporate community and stakeholder input in the development of a long-term vision for the park.
4. Conduct one (1) open house public meeting to solicit input and present proposed design elements.
5. Conduct Parks & Recreation Committee presentation of proposed design elements and solicit additional input. Provide listing of comments obtained from public open house. (est. 1 mtg.)
6. Based on feedback from the Parks & Recreation Committee, complete the design process, prepare design/conceptual plan drawings, and develop recommendations for improvements based on the information gathered.
7. Prepare an itemized estimate of probable costs for the recommended plan improvements, including a phasing plan breakdown of probable costs.

The design elements to be addressed in the S. Reinway Avenue Parcel Recreational Use Plan could include the following as represented by the community meetings are as follows:

- Exploration of indoor and outdoor sports fields/courts/swimming pool/teen center
- Integration with the adjacent trail system/fitness area/parking lot
- Play structures
- Additional parking lot
- Plantings (trees, shrubs, grass)
- Irrigation needs
- Amenities (restroom, picnic shelters, benches, drinking fountains, etc)

## **COMMUNITY OUTREACH AND PUBLIC PARTICIPATION**

The City believes this is a vital area of the project that will not only build support for the project but will solicit important community and surrounding resident comment on how the area should be designed to address the needs of residents and future users. The City believes it is essential that every effort be made to insure that a diverse make-up of the community be represented fairly in this process, including those that speak English as a second language and others that may find it difficult to engage in standard outreach methods.

## **SERVICES TO BE PROVIDED BY THE CITY**

The services to be provided by the City include, but are not necessarily limited to, the following:

- Furnish all reasonably available records and information, including financial reports, land use planning documents, master plans, facility plans, CIP documents, budget, etc.
- Provide staff support and assistance as required and agreed to in advance of the studies.
- Key City contacts will include the Public Works Director, Finance Manager, and the contract City Engineer (if needed).

## **ADDITIONAL INFORMATION**

- The City will not reimburse the RFP respondents for any costs involved in the preparation and submission of proposals nor to prepare for and attend interviews.
- This RFP does not obligate the City to award a contract or accept or contract for any expressed or implied services.
- City reserves the right to reject or accept any and all proposals, and to waive informalities and minor irregularities in any proposal reviewed.
- City reserves the right to request any firm submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection of a consultant, and to modify or alter any of the requirements herein.
- In an attempt to reach an agreed upon contract by both parties, City reserves the right to negotiate with the proposer selected by the committee. If the parties cannot negotiate a contract, City reserves the right to negotiate with other proposers, or make no award of this RFP.
- In the event that the proposal guidelines change materially, all respondents who submit a proposal will be given an opportunity to modify their proposal in the specific areas that are impacted.
- Further, City may reject any proposal which does not conform to the instructions contained within this RFP.

## **CONFLICT OF INTEREST**

By submission of a proposal, Consultant warrants and covenants that no official or employee of the City, nor any business entity in which an official of the City has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

## **INSURANCE**

Insurance coverage for proposed services shall include general liability and property damage insurance that shall include automobile liability insurance in a combined single limit of not less than \$1 million dollars. Professional Liability Insurance (E&O) coverage of \$2 million is also required. The selected firm shall provide within ten (10) days after the notice of award is issued a copy of their existing liability insurance certificate naming City of Waterford and its officers and employees as an additionally named insured on said policies, confirmation of worker's compensation coverage, and a copy of their Professional Liability Insurance certificate. Such insurance coverage shall be maintained in full force and effect for the duration of the Contract and must be in a form satisfactory to the City.

## **GENERAL CONDITIONS**

### **1. General Information**

The City of Waterford, California will receive bids at its office located at City Hall, 101 E Street. Bids shall be submitted as previously outlined in "Proposal Content."

### **2. Interpretation of Bids**

Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit to the City Manager a written request for an interpretation thereof prior to the bid opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

### **3. Addenda**

The City reserves the right to amend this RFP prior to the proposal due date. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Waterford web-site [www.cityofwaterford.org](http://www.cityofwaterford.org).

**It is the proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.**

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract.

**4. Bid Openings**

Bids shall be delivered to the City of Waterford on or before the day and hour set for the opening of bids in the published Notice to Bidders. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.

**5. Late Bids**

Any bids received after the scheduled time of opening will be noted as received, but they will not be opened or considered.

**6. Payment Terms**

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the Contractor and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent on the amount of each estimate until final completion and acceptance of all the Work.

Upon completion and acceptance of the Work the City shall certify that the Work has been substantially completed and accepted under the conditions of this Contract. The entire balance found to be due the Contractor, including the retained percentage, but excepting such sums as may be lawfully retained by the City, shall be paid to the Contractor within 30 days after formal acceptance of Work by the City Council.

**7. Assignment**

No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received there under by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

**8. Fiscal Year**

Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.



# Project Location Map



## **“Exhibit C”**

### **AGREEMENT FOR PROFESSIONAL SERVICES (Between the City of Waterford and XXX)**

**THIS AGREEMENT** made this XXX day of XXX, 2017 between XXX, having a principal place of business at XXX, hereinafter referred to as the “Consultant”, and The City of Waterford, hereinafter referred to as the “City”, 101 “E” Street, Waterford, CA 95386.

#### **Legal Status of CITY**

The City is a General Law City, a municipal corporation formed under the laws of the State of California.

#### **Legal Status**

The Consultant is a Corporation operating under the laws of the State of California and is in the business of XXX services.

#### **Business of CITY**

The City performs municipal functions through its City and related entities.

#### **Independent Contractor**

In the performance of the work, duties and obligations devolving upon Consultant under this agreement, it is mutually agreed and understood that Consultant is an independent contractor, and the sole interest and responsibility of City is to assure that the services covered by this agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

#### **Work Schedule**

Consultant will exercise its best efforts to complete tasks on the schedule agreed upon between Consultant and City’s representative, the City Manager.

#### **Term of Agreement**

This agreement shall become effective as of the date hereinabove stated and shall continue in effect as noted in the attachment. The City shall have the right to extend the term of this Contract.

#### **Compensated Services to Be Performed by Consultant**

Consultant agrees to perform the services set forth in the proposal attached hereto as **Exhibit A**. Work products as a result of this scope shall become the property of the City, and made available to the City at its request within a reasonable time of being requested.

Payment for all services performed by the Consultant shall be as set forth and shall be considered as full compensation for all personnel, consultants, materials, supplies, services and equipment used in carrying out the work described by this Contract.

## **Insurance**

Consultant shall maintain limits no less than:

1. General Liability:  
\$1,000,000 per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability:  
\$1,000,000 per accident, bodily injury and property damage.
3. Employers Liability:  
\$1,000,000 per accident, bodily injury or disease.
4. Workers Compensation: Statutory limits as required by the State of California.

Consultant shall provide City with Certificates of Insurance certifying the above insurance requirements.

## **Indemnity**

Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City. Should conflict of interest principles preclude a single lawyer from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

## **Compliance**

The Consultant shall keep itself fully informed of and shall observe and comply with and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with all federal, state, county and municipal laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

## **Billing**

The Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until **six (6) months** after the final payments under this Contract are made to the Consultant.

### **Termination Upon Notice**

This Agreement may be terminated by the City by giving the Consultant **thirty (30) days** written notice to the other party.

### **Termination for Unsatisfactory Performance**

Should the City at any time become dissatisfied with the Consultant's performance under this Agreement, City may terminate this Agreement immediately upon giving notice in writing to the Consultant. The City shall be the sole judge as to whether the performance of the Consultant is satisfactory.

### **Time is of the Essence**

Time is of the essence of this Agreement.

### **Arbitration**

Any dispute arising under this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction.

### **Notices**

Any notices to be given hereunder by either party to the other, may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the introductory paragraph of this agreement, but each party may change address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of **five (5) days** after mailing.

### **Entire Contract**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

### **Partial Invalidity**

Partial invalidity of this agreement shall not affect the remainder.

### **Governing Law**

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, City and Consultant have executed this Agreement as of the date first hereinabove written.

**“CITY”**

**“CONSULTANT”**

\_\_\_\_\_

By: \_\_\_\_\_  
Tim Ogden,  
City Manager

By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
XXXXXXXXXX  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corbett J. Browning  
City Attorney