

AMBROSE RECREATION & PARK DISTRICT REQUEST FOR PROPOSALS Develop Construction Drawings to Renovate AMBROSE MEMORIAL PARK 125 Memorial Way, Bay Point CA 94565

The Ambrose Recreation & Park District (ARPD) is seeking proposals from qualified consultants for design engineering services to renovate an existing natural turf field to allow two youth soccer fields and a baseball field. ARPD is a special district formed in 1946 under the California Public Resources Code, Section 5780 et seq. ARPD provides recreation, parks, youth and adult programs, senior nutrition, activities, holiday happenings, classes and special events for the Bay Point community and surrounding areas.

SCOPE OF SERVICES

For the provision of developing concept plan, civil plans, specifications and estimate (PS & E's) to renovate an existing natural turf field to allow two youth soccer fields and a baseball field. The scope of services includes, but is not limited to the design of new irrigation, irrigation controller, pump, along with electrical power to these items, environmental review, CEQA documentation, survey, underground utility locating services, and geotechnical investigation to complete the work.

The intent is for the Consultant to manage this Scope of Services such that the work is completed within the fee and schedule limitations of the Contract while ensuring all services and deliverables by the Consultant meet the requirements.

The Consultant shall perform all necessary project management activities for the design of the Project including, but not limited to the following:

Project Management

The consultant is expected to provide project coordination, monitoring and administration. That would include attending (1) project kickoff meeting, (1) meeting tot review concept drawing, (2) progress meetings at 60% and 90% and (1) other coordination meeting required to complete the Project. Consultant shall monitor scope, schedules and budget required to complete the project. The Consultant will prepare a baseline project schedule with milestones and updates regularly, at a minimum monthly, and achieve completion of the project on schedule. The Project Schedule shall show all meetings and activities to be performed, include critical paths, milestones, and activities to be performed by or dependent upon others (externally) that will affect the schedule.

Task 1 Deliverables:

- 1. Attend (1) project kickoff meeting, (1) meeting to review concept drawings, (2) progress meetings and (1) other coordination meeting that may be required to complete the Project.
- 2. Prepare meeting agendas, minutes and presentation
- 3. Prepare and submit baseline schedule and monthly project updates, lookahead schedules when appropriate.

Research and Data Review

The Consultant shall gather and review any available information, reports, data, as-builts, and record drawings. The intent is to accurately identify utilities, possible utility conflicts for further investigation, soils or conditions underlying the pavement, and any other conditions or facilities relevant to the design or construction of the project. The Consultant shall also request and gather available project related information from various sources, including, but not limited to, the Pacific Gas and Electric Company (PG&E), Contra Costa County, City of Pittsburg, and any other appropriate utilities or sources of information.

Task 2 Deliverables:

- 1. Copies of all data requests submitted to various sources.
- 2. A summary spreadsheet showing data gathered and source of data.

Site Investigation and Survey

Conduct field investigations and site assessments to determine existing conditions and information necessary for design, including geotechnical investigations, topography, existing utilities, and any other existing features or elements to support the project needs. Survey the various project street segments/parking lots with enough information to adequately design the project which may include, curb and gutter, sidewalks, curb ramps, parking lot limits, monuments, utility appurtenances, street signs. Light poles, and any other adjacent facilities or prominent features. Conduct limited coring where data is insufficient and required for design.

Task 3 Deliverables:

- 1. Maps, survey, reports, and details showing the utilities locations, topography, existing features and conditions and physical characteristics, survey monuments, and any other details necessary to support the development of the basis of design memorandum and accurate and precise PS & E for the project.
- 2. Proposed coring location draft and final plan
- 3. If other deficiencies are noted they should be brought to the attention of the Trust for potential inclusion in the project in the form of an Excel list.

Concept Drawings

Consultant shall prepare concept drawings and review with ARPD prior to proceeding with PS & E's. In preparing the concept drawings the Consultant shall meet with the ARPD staff to discuss the various constraints, options (layout) any cost savings features to be considered, along with preliminary costs of the Project.

The concept drawings shall be draft for administration review by the ARPD. The intent of this task is to prepare concept draws that allows ARPD to review prior to preparation of the PS & E's. ARPD will review concept drawings and issue consultant a Notice to Proceed with the preparation of the PS & E's for the selected layout.

Task 4 Deliverables:

- 1. Draft Concept Drawings
- Coordinate meeting with ARPD staff to discuss alternative layouts.
- 3. Final concept Drawings with selected alternative/layout.

Plans, Specifications and Estimates

The Consultants shall prepare Plans, Specifications and Engineer's Estimates (PS & E's) and deliver for ARPD review at 60% and 90% progress. The PS & E's shall include all information relevant to bidding and construction and include information gathered from all previous tasks. It is the overall intent of this task to prepare PS & E's for the bidding and construction of sufficient details to complete construction of the project.

The Consultant shall prepare and submit draft PS & E's for review by and receive comments from the ARPD at 60% and 90% progress. All comments received shall be compiled into a list that includes comments, person commenting, and resolution to comment incorporated into plans or justification for not addressing plan revisions. The Consultant shall hold a meeting with ARPD staff to discuss the draft 60% and 90% design, comments received, and any potential conflicts or issues that need to be resolved. The Consultant shall address all comments into the PS & E's, where appropriate, prior to proceeding to the next stage of PS&E development.

For the 90% design the Consultant shall submit a complete ready for bidding set, and it shall include plans, specifications, contract documents, notice to biddersm anbnd engineer's estimate of probable cost.

Requirements for PS & E's

All design files shall be in AutoCAD 10 or later. Technical specifications shall be in the Caltrans format. Specification. Bid Schedule & Other Frint-End Documents shall be MS Word Format, Cost Estimates shall be MS Excel.

Task 5 Deliverables:

- 1. 60% PS&E (electronic copy)
- 2. Tabulation of all comments received at 60%
- 3. Meeting to discuss 60% design comments
- 4. 90% PS&E (electronic copy)
- 5. Tabulation of all comments received at 90%
- 6. Meeting to discuss 90% design comments
- 7. 100% PS & E's (print ready, electronic copy)

Bid Support

The Consultant shall assist ARPD as requested during the bidding process. The work may include responding to bidder's questions regarding design or issues during bidding, attend and preparation of Conformed Set of contract documents incorporating any addenda/clarifications issued during bidding.

Task 6 Deliverables:

- 1. Provide written response to technical questions
- 2. Provide a print ready set of Conformed contract documents, inclusive of plans, specifications, bid sheet/schedule, and any other front-end documents that need to be conformed to incorporate changes from issued addenda

Construction Support

The intent is to assist the ARPD, as requested, with technical issues related to the project or the PS&E's arising during construction of the project. The Consultant shall review and provide written responses to the RFI's received during construction of the project.

Task 7 Deliverables:

1. Review and response to RFI's regarding PS&E's or technical issues

A. REQUEST FOR PROPOSALS

To be considered, the proposal must be received by the ARPD General Manager located at the Ambrose Community Center, 3105 Willow Pass Road by **4:00 p.m., Tuesday, February 25, 2025** the proposal submission deadline. The proposal shall have clearly marked on the outside "Proposal – Ambrose Memorial Park Renovation. Selection is scheduled to be made by March 7, 2025.

B. QUESTIONS REGARDING THE RFP

Specific questions concerning the RFP should be sent by e-mail to Lori Chalifoux, General Manager, lchalifoux@ambroserec.org. The deadline for the submittal of questions will be Thursday, February 13, 2025.

C. SELECTION CRITERIA

Proposals will be evaluated on any criteria deemed to be in the District's best interest including, but not limited to:

- 1. Responsiveness to terms and conditions
- 2. Relevant and Specialize Experience
- 3. Company Profile and Key Personnel assigned to this Project
- 4. Submission Clarity
- 5. Past Performance and References
- 6. Project Understanding and Approach
- 7. Fees to be Charged

D. RFP SUBMITTAL REQUIREMENTS

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP, and (2) are capable of performing quality work to achieve ARPD's objectives.

The proposal should be prepared simply and economically to provide a straightforward, concise description of the firm's expertise and capability to perform the required services. Please make every effort to limit your proposal to 20 pages, including all ARPD's forms.

The proposal must include a letter of transmittal indicating a single point of contact (Project Manager), mailing address, telephone and fax number, and e-mail address (if any).

Proposal must include;

- 1. General Information: Provide general information regarding your firm's history, organizational structure, size, total number of employees, primary expertise, and any other relevant information.
- 2. Project Experience: Describe your firm's relevant and specialized experience, and its role in current and past projects of similar scope and complexity. List of at least three comparable work/client references including organizational name; brief description of the project; contact person's name, telephone number and email address; actual budget compared to projected budget; and actual schedule compared to projected schedule. At least three of these examples must have been completed within the past eight years.
- 3. Key Personnel:
 - a. Provide the following information for the Project Manager and any other Key Personnel who will be assigned to this project: (a) a resume
 - b. A description of comparable projects that demonstrate this person's superior performance in a similar role
 - c. Information on his/her credentials (e.g., licenses, certifications, professional affiliations
- 4. Proposed Subcontractors: Submit a listing of subcontractors you propose to utilize on this project (if any). Provide all information specified above for each subcontractor. If awarded the Contract, you will not be allowed to use subcontractors other than those on your submitted list without at the ARPD's permission.
- 5. Proposed Project Approach: Describe your proposed approach to this project, including your proposed schedule and evidence that you have sufficient staff available to complete the project in a timely manner. Submit your proposed project approach in the form of a detailed "Outline of Work." This Outline of Work must describe in detail the principal activities and tasks your firm will perform to fulfill the Scope of Services. The Outline of Work must include a description of each task, the qualification of key personnel involved in each task, and Project Scheduling including estimated start and completion dates for each task described.
- 6. Proposed Price: Complete and submit Attachment 3, Price Proposal Form.

PROPOSAL FORMAT AND GENERAL SUBMISSION REQUIREMENTS

1. PROPOSAL FORMAT REQUIREMENTS:

1.0 In Writing

All proposals must be submitted in writing and proposers shall complete and return any and all applicable documents including but not limited to written responses, questionnaires, forms, appendices, spreadsheets, and any electronic files. ARPD may deem a proposer non-responsive if the proposer fails to provide all required documentation, copies or electronic files.

1.1 Addendum(a)

ARPD reserves the right to issue addendum(a) to this RFP, which may add additional requirements which must be met in order for a proposal to be considered responsive.

1.2 Federal (Davis-Bacon) and State Prevailing Wage

This project is subject to both Federal (Davis-Bacon) and State prevailing wages. The General Prevailing Wage Determinations is subject to change prior to the due date of bids being submitted.

The selected Contractor shall comply with State prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" (as that term is defined in the statues) performed on the Project funded by this Agreement. For purpose of compliance with prevailing wage law, the Contractor shall comply with provisions applicable to a Public Works Contractor. The selected contractor will be required to register with the California Department of Industrial Relations (DIR) as a registered Public Works Contractor, if the selected Contractor is not currently registered. Compliance with State prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law. The current State Prevailing wages can be found at https://www.dir.ca.gov/OPRL/2018-2/PWD/index.htm. When the Federal and State prevailing wages differ, the higher of the two is required to be paid.

The project is subject to enforcement by the U.S. Department of Housing and Urban Development (HUD), U.S. Department of Labor (DOL) and the State's DIR.

1.3 Cover Letter

Each proposal must include a cover letter limited to two pages. The cover letter must include the title, address, email address, and telephone number of the person or persons who will be authorized to represent the proposer.

1.4 Best Offer

The proposal shall include the proposer's best terms and conditions. Submission of the proposal shall constitute a firm and fixed offer to ARPD that will remain open and valid for a minimum of 6 months from the proposal submission deadline. Consultants shall complete and include Price Proposal Form included in this RFP.

1.5 Authorized Signatures

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. A non-officer individual, with the authority to bind the proposer to a contract, is sufficient to sign all applicable documents for the purpose of this RFP.

1.6 Number of Copies Required

Proposers are required to submit one original and/or an e-copy of the proposal. If any proposal contains any trade secrets or other proprietary information that the proposer claims is exempt from disclosure under the California Public Records Act (see Section 2.0 below), then one (1) redacted copy of the proposal must also be submitted in addition to the original version. Written proposals must be presented in a sealed envelope or box. Proposer must enter the title and proposer's name on the outside of the envelope or box. Sealed proposals are to be delivered to the address listed in this RFP no later than the stated proposal submission deadline.

Certain efficiencies in how proposals are prepared and submitted are requested in order to facilitate the review, storage and recycling processes for proposal materials. Economy in presentation and packaging is preferred over materials which are not easily reproduced, create unnecessary waste, or are awkward to store. Please do not submit materials in plastic binders. Each response should have the bulk of its contents prepared on standard 8½ x 11 paper. Non-essential promotional materials and over-sized materials should be avoided wherever possible except as otherwise requested within the RFP.

1.7 Information Requested and Not Furnished

The information requested and the manner of submission is essential to permit prompt evaluation of all proposals. Accordingly, ARPD reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

1.8 Alternatives

The proposer shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal documents. Alternatives that do not substantially meet ARPD's requirements will not be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

1.9 Proposal Errors

Proposer is responsible for all errors or omissions incurred by proposer in preparing the proposal. Proposer will not be allowed to alter proposal documents after the proposal submission deadline, except as allowed by ARPD. ARPD reserves the right to make corrections or amendments due to errors identified in the proposal by ARPD or the proposer. This type of correction or amendment will only be allowed for typographical errors, transposition, or other obvious error. Any changes will be dated and time stamped, and attached to the proposal. All changes must be coordinated in writing with, authorized by, and made by the General Manager.

1.10 Proposal Clarification

ARPD reserves the right to request proposers at any phase of the evaluation process to clarify information provided in RFP responses including clarification of assumptions used in the RFP response. All clarifications must be coordinated in writing with, authorized by, and made by the General Manager. Clarifications must be submitted in writing by the requested deadline, otherwise the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

If ARPD determines that all proposers failed to submit requested information or adequately responded to the same RFP question or request for data, ARPD may, at its discretion, issue an RFP Addendum and provide all proposers with an opportunity to provide a response to the RFP question. Responses to RFP Addendum questions must be submitted in writing by the stated deadline, otherwise the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

1.11 Waiver of Minor Administrative Irregularities

ARPD reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

1.12 Interpretation and Clarifications of RFP Requirements

ARPD will consider prospective recommendations or suggestions regarding any requirements before the Question Deadline. All recommendations or suggestions must be in writing and submitted to the General Manager. ARPD reserves the right to modify or amend any and all requirements of the RFP.

1.13 Proposal Submission Deadline

Timely submission of proposals is the sole responsibility of the proposer. ARPD reserves the right to determine the timeliness of all submissions. The proposals, including all hard copies and redacted copies of the final proposals and proposal questionnaire <u>must be received</u> by the General Manager at the published location and by the published due date included with this RFP.

1.14 Late Proposals

Proposals submitted after the proposal submission deadline shall be considered late. Late proposals will not be considered.

1.15 Cost of RFP

ARPD is not responsible for any costs incurred by proposer while submitting proposals. All proposers who respond to the RFP do so solely at their own expense.

1.16 Withdrawal of Proposals

Proposer may withdraw a submitted proposal in writing at any time prior to the proposal submission deadline. A written request, signed by an authorized representative of the proposer, must be submitted to the General Manager. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the proposal submission deadline.

1.17 Selection of Vendor

The proposer with the highest rating based on the RFP criteria and that satisfies all ARPD contracting requirements will be recommended for selection. Selection is not restricted to the lowest offer or bid. Should contract negotiations not be successful with the selected proposer, ARPD may, based on its exclusive discretion, negotiate with the next most qualified proposer or cancel the RFP selection process.

1.18 Rejection of Proposals

ARPD reserves the right to reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and reserves the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with ARPD. The rejection of any or all proposals will not render ARPD liable for costs or damages.

1.19 RFP Withdrawal, Cancellation, Other Options

ARPD reserves the right to withdraw or cancel the RFP at any time, if it deems such action necessary. If such action is taken, ARPD may re-issue the RFP. ARPD also reserves the right to contract with more than one respondent to this RFP. Furthermore, ARPD may exercise its right to not select any proposer from this RFP, if it determines that there was no responsive proposer.

If an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, ARPD may, at its sole discretion, reissue the RFP or award a sole-source contract. The award of the contract is subject to the successful negotiation of the terms and conditions of an agreement.

ARPD reserves the right to verify all information in the proposal. If the information cannot be verified, ARPD reserves the right to reduce the rating of the proposer. ARPD reserves the right to require a pre-award interview.

1.20 Evaluation

The ARPD's Evaluation Team will review and evaluate all received by the deadline. The criteria that will be used in evaluation proposals are listed below. These criteria correspond to the required information specified in Part IV above.

1. Relevant and Specialized Experience 20%

- 2. Company Profile and Key Personnel 20%
- 3. Past Performance and References 20%
- 4. Project Understanding and Approach 30%
- 5. Fees to be Charged 10%

1.21 Confidentiality

All documents, records and information provided by ARPD to the contractor, or accessed or reviewed by the contractor, during performance of the services will remain the property of ARPD. All documents, records, and information provided by ARPD to the contractor, or accessed or reviewed by the contractor and any if its employees during performance of services, are confidential (hereinafter collectively referred to as "Confidential Information"). The contractor agrees not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing, to any other person or entity. The contractor agrees that all Confidential Information used or reviewed in connection with the contractor's work for ARPD will be used only for the purpose of carrying out services under the contract and not for any other purpose. The contractor will be responsible for protecting the confidentiality and maintaining the security of ARPD documents and records in its possession.

The contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the contractor's work for ARPD from ARPD facilities without prior approval from the General Manager. At no cost to ARPD the contractor will, at the conclusion of services, or at the request of ARPD, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the contractor during the course of work under the contract. The contractor will not make or retain copies of any such information, materials or documents.

Any breach of security that occurs through contractor's website, offices or network shall require contractor to notify ARPD of such breach. Contractor shall also be responsible for all costs associated with such notification.

2. GENERAL TERMS & CONDITIONS:

2.0 Property of ARPD/Proprietary Material

All proposals submitted in response to this RFP will become the property of ARPD and subject to the California Public Records Act (California Government Code Section 6250 et seq). Proposers must identify all trade secrets or other proprietary information that the proposers claim are exempt from the Public Records Act. In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: "The proposer will indemnify ARPD and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose trade secrets or other proprietary information to any person making a request therefore."

Failure to include such a statement will constitute a waiver of a proposer's right to exemption from this disclosure.

2.1 Pre-Award Negotiations

Prior to award of the contract, the successful proposer(s) may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, prices/premiums, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the contract.

2.2 Execution of Contract

Unless otherwise stated, proposals submitted will be irrevocable for a period of 6 months following the proposal due date. A contract will be developed following action by the Board of Directors.

Any contract made pursuant to this RFP must be accepted in writing by the proposer. If for any reason proposer should fail to accept the contract in writing, then the proposer may be deemed non-responsive and ARPD may commence contract negotiations with another proposer.

2.3 Amendments/Modifications/Change Orders

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of the resultant agreement must be made by written amendment/change order approved by ARPD and the contractor. If contractor performs any modification without a written amendment/change order, ARPD will neither pay for nor be obligated to accept said modification.

2.4 Prime Contractor

The proposer awarded the contract must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting and a listing of subcontractors. ARPD reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the proposer to function as the prime contractor on the awarded contract. The prime contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.

2.5 Subcontractors/Joint Ventures

Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of ARPD. With approval of ARPD, the contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement.

The provisions of the resultant agreement will apply to all subcontractors in the same manner as to the contractor. In particular, ARPD will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation

requirements of the resultant agreement. Upon written request, the contractor will supply ARPD with all subcontractor agreements at no cost.

2.6 Replacement of Contractor's Staff

ARPD reserves the right to have the contractor replace any contract personnel with equally or better qualified staff upon providing written notice to contractor. In addition, the ARPD reserves the right to approve in advance any changes in project personnel or levels of commitment by the contractor to the project.

2.7 Contractor's Address

The address given in the proposal response will be considered the legal address of the contractor and will be changed only by written notice to ARPD. The contractor will supply an address to which certified mail can be delivered. The delivery of any communication to the contractor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the contractor at such address, will constitute a legal service thereof. Also, telephone numbers, fax numbers and e-mail addresses (if applicable) must be provided.

2.8 Term & Option to Renew

The term of any contract(s) established pursuant to this RFP shall be for the period identified in the RFP Introduction. ARPD reserves the right in its sole discretion to seek an extension of the term of the contract.

2.9 Governing Law

All matters relating to the formation, validity, construction, interpretation, performance and enforcement of the RFP and the resultant agreement/contract, must comply with all applicable laws of the United States of America, the State of California and the policies of ARPD.

2.10 Periodic Independent Audit

ARPD reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the contractor and its subcontractors are conducting ARPD business within generally accepted industry standard practices. Each contractor will be required to cooperate fully with any external audit.

2.11 Discrimination

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

PRICE PROPOSAL FORM

The Contractor shall perform all work as specified herein for a total Not To Exceed (NTE) cost to the Trust as shown below on this Proposal Form.

NOTE: Provide a detailed breakdown of tasks and fees associated with each item

below:

	Item And Description	Terms	Total Cost/Price
1	Project Management	NTE	
2	Research and Data Review	NTE	
3	Site Investigation & Survey	NTE	
4	Concept Drawings	NTE	
5	PS & E's	NTE	
6	Bid Support	NTE	
7	Construction Support	NTE	
	Total Cost		

TOTAL PRICE FOR THIS PROJECT: \$()	Dollars and
cents)		