

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
FOR DESIGN AND CONSTRUCTION SERVICES FOR
VAN BUSKIRK PARK BASEBALL FIELD AND RESTROOM
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 09-049)**

**A MANDATORY PRE-BID JOB WALK WILL BE HELD
WEDNESDAY, SEPTEMBER 2, 2009, AT 10:00 A.M.**

A CLASS 'A' CONTRACTOR'S LICENSE IS REQUIRED FOR THIS PROJECT.

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, SEPTEMBER 17, 2009,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**



**CITY OF STOCKTON
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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for **DESIGN AND CONSTRUCTION SERVICES FOR VAN BUSKIRK PARK BASEBALL FIELD AND RESTROOM (PUR 09-049)** in strict accordance with the specifications.

The City of Stockton is seeking proposals from qualified design and construction firms to provide consulting services for the design and construction of the Van Buskirk Park Baseball Field and Restroom. A mandatory pre-proposal conference will be held Wednesday, September 2, 2009 at the project site located at 734 Houston Avenue, Stockton, California at 10:00 a.m.

Proposal forms and specifications are available on the City's web site at <http://www.stocktongov.com/business/bidflash.cfm> and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, Thursday, September 17, 2009, at 2:00 p.m.

The City reserves the right to reject any and/or all proposals received.

Information on Technical Data

Harold Holland, Revitalization Department
(209) 937-8303
E-mail: Harold.Holland@ci.stockton.ca.us

Information on Bid Process/Clarification

Dianne Samples, Buyer I
(209) 937-8357
e-mail: Dianne.Samples@ci.stockton.ca.us

DISCLAIMER: The City does not assume any liability of responsibility for errors/omissions in any document transmitted electronically.

Dated: August 21, 2009

//s//KATHERINE GONG MEISSNER
CITY CLERK OF THE CITY OF STOCKTON

PROPONENT'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

- * ___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
- * ___ Complete and sign the "Proponent's Fee Schedule" form, (under separate cover).
- * ___ Sign the "Proponent's Agreement" form.
- * ___ Include your **\$-0-** proponent's security, proponents bond, certified or cashier's check.
- * ___ Include self-addressed, unstamped envelope with proponent's security. **Please DO NOT seal your security, proponent's bond, certified or cashier's check in this envelope.** It is for returning the security to the proponent AFTER project award.
- * ___ Include with proposal, name and e-mail address for City contact.
- * ___ Submit one (1) ORIGINAL and Seven (7) COPIES of all proposal documents.
- * ___ Review all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/business/bidflash.cfm> .
- * ___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **September 17, 2009, at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.
 - A) **“RFP – TO PROVIDE DESIGN AND CONSTRUCTION SERVICES FOR VAN BUSKIRK PARK BASEBALL FIELD AND RESTROOM”**
 - B) **PUR 09-049**
 - C) **SEPTEMBER 17, 2009**

CONTACT INFORMATION:

Information on Technical Data	Information on Bid Process/Clarification
Harold Holland, Revitalization Department (209) 937-8303 E-mail: Harold.Holland@ci.stockton.ca.us	Dianne Samples, Buyer 1 (209) 937-8357 e-mail: Dianne.Samples@ci.stockton.ca.us

*If not completed as required, your proposal may be voided.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR PROPOSAL.

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FOR VAN BUSKIRK PARK BASEBALL FIELD AND RESTROOM
(PUR 09-049)**

1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide Design and Construction Services for Van Buskirk Park Baseball Field and Restroom (PUR 09-049) for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **2:00 p.m., on Thursday, September 17, 2009**, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

One (1) original and Seven (7) copies of the proposal shall be submitted. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "Design and Construction Services for Van Buskirk Park Baseball Field and Restroom for the City of Stockton (PUR 09-049)." Any proposal received after the due date may not be accepted and may be rejected and returned, unopened, to the proponent.

Proponent may submit more than one proposal provided the proposal meets the functional requirements.

1.3 CONSEQUENCE OF SUBMISSION OF PROPOSAL

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.4 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

1.5 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with their provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website @ <http://www.stocktongov.com/business/bidflash.cfm> . Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.6 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

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1.7 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.8 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: HAROLD HOLLAND
REVITALIZATION DEPARTMENT
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Harold.Holland@ci.stockton.ca.us

CITY OF STOCKTON
ATTN: DIANNE SAMPLES
PURCHASING DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Dianne.Samples@ci.stockton.ca.us

Such request for clarifications/questions/answers shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of proposals. Any City response to a request for clarifications/questions/answers will be posted on the City's website at <http://www.stocktongov.com/business/bidflash.cfm> (not later than five (5) calendar days prior to the due date), and will become a part of the Request. The proponent should await responses to inquires prior to submitting a proposal.

1.9 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- A. Evidence of collusion among proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;

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- C. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- D. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

1.10 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.11 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.12 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.13 INSURANCE REQUIREMENTS

Proponent, at proponent's sole cost and expense and for the full term of the resultant agreement or any extension, shall obtain and maintain at least all of the insurance requirements listed in Exhibit A.

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All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Proponent agrees to provide City with a copy of said policies, certificates, and/or endorsements. The City of Stockton shall be named an additional insured by separate endorsement. Carrier shall provide notice to the City of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of Worker's Compensation coverage pursuant to statutory requirements shall also be provided.

The proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Services at (209) 937-8682.

1.14 HOLD HARMLESS DEFENSE CLAUSE

The contractor shall indemnify, defend, and save harmless the City against all loss, cost, or damage on account of any injury to persons or property, including employees or property of the City, contractor or third parties, occurring in the performance of the contract.

1.15 APPLICABLE LAW

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, county of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.16 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.17 NOTICE TO OUT-OF-STATE VENDOR

Do not charge any sales or use tax on this purchase. The City of Stockton will pay all applicable sales/use tax directly to the State of California for this purchase.

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

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Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to Janet Salvetti at (209) 937-8360.

1.18 TERM

To be negotiated.

1.19 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.20 FUNDING

Any contract which results from this Request will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.21 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

1.22 AUDITING OF CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

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1.23 PROPOSAL SECURITY

Every proposal offered shall be accompanied by cash or other acceptable financial instrument in favor of and payable to the City of Stockton for an amount not less than \$-0- or a proponent's bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON for an amount not less than \$-0- and no proposal shall be considered unless accompanied by such check or proponent's bond.

If proponent elects to accompany their proposal with a proponent's bond, then said bond shall state on its face that, "in the event the person, firm, or corporation is awarded the contract and the said proponent shall fail, neglect, or refuse to enter into a contract to said equipment or materials, then the amount therein mentioned in the proponent's bond accompanying the proposal of said person, firm, or corporation shall be declared to be forfeited to the City."

In the event that the person, firm, or corporation to whom said contract may be awarded fails, neglects, or refuses to enter into contract to furnish said equipment or materials, as hereinbefore provided within thirty (30) days of award, then the cash, cashier's check, or certified check and the amount therein mentioned, accompanying the proposal of said person, firm, or corporation, shall be declared to be forfeited to said City; or, if non-complying proponent has accompanied their proposal with a proponent's bond, appropriate legal action to collect the proponent's bond shall be undertaken.

1.24 CONTRACT BONDS

The successful proponent will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of **100% of bid amount** and shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

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1.25 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.26 AWARD

Upon conclusion of the Request process, a contract may be awarded for design and construction services for Van Buskirk Park Baseball Field and Restroom for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.27 LIQUIDATED DAMAGES

Liquidated damages in the amount of **\$150.00** dollars per day will be assessed per each working day over the time allotted for this project.

1.28 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.29 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

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1.30 OTHER GOVERNMENTAL AGENCIES

Not applicable to this project.

1.31 MANDATORY JOB WALK

A mandatory job walk will be held on September 2, 2009 at 10:00 a.m. promptly at 734 Houston Avenue, Stockton, California. Interested proposers arriving at 10:01 a.m. or later will not be admitted. Failure to attend will result in your proposal being rejected.

1.32 PREVAILING WAGES

Prevailing wage rates are required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

1.33 PROPONENT'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the proponent or any subcontractor. The proponent is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the proponent is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

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2.0 BACKGROUND/GENERAL NATURE OF SERVICE

The City of Stockton is undergoing a tremendous period of growth and revitalization. In the past five years, private sector investment has been especially strong in the area of residential and retail development. Fortunately, much of this growth is occurring in the City's redevelopment areas, creating resources, such as tax increment, that is to be reinvested to the community's benefit. As part of the City's newly adopted "Strong Neighborhood's Initiative" ("SNI"), the City is undertaking construction of many key public projects in the redevelopments areas. The SNI program has included community involvement and the City has made a commitment to proceed in an expeditious manner to achieve visible results in the near future. As such, the City would like to begin construction of the Van Buskirk park baseball field and restroom project as soon as possible. This will require the involvement of a capable and responsive development team. The City is intending to utilize a "design/bridge build" process to not only expedite project delivery, but ensure top value for the public's money.

The City of Stockton ("City") is soliciting design and construction firms ("Consultant") to provide consulting services for the design and construction of the Van Buskirk Park Baseball Field and Restroom ("Project"). The City will hire one firm to design and build these structures. Design and construction work will be monitored by City and will be performed within a guaranteed maximum price ("GMP") to be determined through the Request for Proposals ("RFP") process. The firm selected must have the ability to provide the full-range of services necessary to complete all phases of the Project as defined in the Scope of Services.

2.1 SCOPE OF SERVICES

The RFP process is for the submittal of a design/bridge build and construction services proposal for the construction of the Van Buskirk park baseball field and restroom.

Specific tasks include:

1. Refine the project scope with City staff and negotiate a contract.
2. Provide design architectural engineering services including, but not limited to, preliminary design, plans and specifications (per City Standards), detailed estimates, scheduling, and technical expertise. The Consultant shall provide the City of Stockton with the original tracings.

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3. Perform a coordination review of design disciplines, the anticipated subcontractor packages, and plans and specifications for GMP negotiations .
4. Perform a constructability review of plans and specifications intended for GMP negotiations.
5. Provide construction supervision, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the project.
6. Secure all necessary building and site improvement permits. The Consultant will comply with all applicable federal, state and local regulations.
7. Provide a detailed schedule of work.
8. The Consultant shall provide the City with copies of any soil, water, environmental or other engineering reports completed for the project.
9. Consultant will be responsible for the preparation and submittal of all necessary permit applications required for this project.
10. Consultant and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. Said wages are available through the Public Works Department, City of Stockton, City Hall, Stockton, California, 95202. Consultant performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime Consultant's, and each subcontractor's, responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.
11. Satisfy Title XXIV requirements.
12. Apply for and coordinate all utilities.
13. Pre-cast restroom/snack bar/maintenance structure is provided.
14. Include any other tasks you believe necessary to complete the project.

2.2 CITY RESPONSIBILITIES

1. City will provide access to City maps, conceptual drawings, records, studies, plans and other documents relating to the project.
2. City will provide the code building inspection and any special inspection required.

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3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents' qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and Seven (7) copies of your proposal/qualifications. One of the copies should be unbound to allow us to reproduce your proposal, as needed.

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.0.2 Minimum Experience Qualifications Summary

A statement of professional experience and ability.

3.0.3 Management/Method of Operation

Provide detailed description outlining your firm's approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.

CITY OF STOCKTON REQUEST FOR PROPOSAL (RFP) FOR DESIGN AND CONSTRUCTION SERVICES FOR VAN BUSKIRK PARK BASEBALL FIELD AND RESTROOM (PUR 09-049)

3.0.4 References

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

3.0.5 Proposal Fee (Under Separate Cover)

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation.

3.0.6 The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

3.0.7 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

Generalized narrative of supplementary information; and
Supplementary graphic material

3.0.8 All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.9 When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.10 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.11 The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide Design and Construction Services for Van Buskirk Park Baseball Field and Restroom. A key component for the successful firm will be the ability to meet the City's performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel

may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Proponent's ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent's Fee Schedule: completed and signed (under separate sealed cover);
4. Proponent's Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Any other criteria as best suits the City of Stockton.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.

PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/business/bidflash.cfm> .
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO./FAX NO.

DATE

E-MAIL ADDRESS

NON-COLLUSION

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2 AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,
designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

INSURANCE REQUIREMENTS
DESIGN BUILD

1. **INSURANCE** Throughout the life of this Contract, the Consultant/Contractor shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VIII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A.) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$2,000,000 per occurrence, and if written on an Aggregate basis, \$4,000,000 Aggregate limit (CG 0001). If any underground work is to be undertaken, this shall be endorsed to specifically replace coverage for the exclusions of; Explosion, Collapse, and Underground ("x, c and u").
 - B.) **PROFESSIONAL ERRORS AND OMISSIONS**, Not less than \$1,000,000 per Occurrence./\$2,000,000 Aggregate. (2 yr discovery and reporting tail period coverage). Certificate of Insurance only required.
 - C.) **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)
 - D.) **WORKERS' COMPENSATION** Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
 - E.) **BUILDERS RISK/COURSE OF CONSTRUCTION**: All risk Coverage in an amount not less than the full value of all phases of this contract to protect all property improvements and construction until final completion and acceptance by the City. This coverage shall also be required to protect the CITY's interests. The insurer shall waive all rights of subrogation against the City. The City shall be an Additional Insured.

Deductibles and Self-Insured Retention

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY. In no event may a Deductible or Self Insured Retention exceed \$10,000. This is subject to review, consideration and approval of the City Risk Manager.

Other Insurance Provisions

The Policy (s) shall also provide the following:

1. The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see items A and C above) and endorsed to name: "City of Stockton (CITY), its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds". For General Liability, Additional Insured form(s) at least as broad as ISO Form CG 20 10 11 85 shall be used as the Additional Insured Endorsement.
2. For any claims related to this project, the Consultant's/Contractor's insurance coverage shall be primary insurance as respects the CITY of Stockton, its Mayor, Council, officers, representative, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY shall be excess of the Consultant's/Contractor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, which shall permit ten (10) days advance notice. The Insurer shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

4. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's and/or insurer's liability or coverage limit obligations.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
6. The Company shall furnish the CITY of Stockton with the Certificates and Endorsements for all required insurance, prior to the CITY's, execution of the Agreement and start of work.
7. Proper Address for Mailing Certificates, Endorsements and Notices shall be: CITY of Stockton, Attn: Risk Services, 425 N. El Dorado, Stockton, CA 95202

If at any time during the life of the Contract or any extension, the Consultant/Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Contractor shall be withheld at no penalty to the CITY, until acceptable replacement coverage notice is received by the CITY. Any failure to maintain the required insurance shall be sufficient cause for the CITY to immediately terminate this Contract. In the event of insurance cancellation, the CITY reserves the right to purchase insurance or insure (or self-insure) for the above required coverages, at the Consultant's/Contractor's full expense and any amounts expended by the CITY will serve to reduce any payments due to the Consultant/Contractor.

If the Consultant/Contractor should subcontract all or any portion of the work to be performed in this contract, the Consultant/Contractor shall cover the sub-consultant/sub-contractor under the Consultant's/Contractors insurance, and/or require each sub-consultant/sub-contractor to adhere to all subparagraphs of these Insurance Requirements section (A-G and a-g). Similarly, any Cancellation, Lapse, Reduction in Coverage, or Change of Subcontractors insurance shall have the same impact as described above.

2. **INDEMNIFICATION:**

- a.) Except with regard to design professional negligence, as provided in paragraph (b) below, the Consultant/Contractor shall indemnify, hold harmless and defend the CITY of Stockton (CITY) and each of its, Mayor, Council, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, the Consultant/Contractor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant/Contractor or any of its employees or agents in the performance of this contract. The Consultant's/Contractor's obligations under the preceding sentence shall apply regardless of whether the CITY or any of its, Mayor, Council, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the sole or active negligence or by the willful misconduct of the CITY.
- b.) Specifically regarding design professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the CITY, its Mayor, Council, officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by CITY, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional negligent errors or omissions of the Consultant in the performance of this contract.
- c.) If the Consultant/Contractor should subcontract all or any portion of the work to be performed under this agreement, the Consultant/Contractor shall require each Sub-Consultant/Sub-Contractor to indemnify, hold harmless and defend the CITY, its Mayor, Council, officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

INSURED:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED- -OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CITY OF STOCKTON
425 N. El Dorado Street
Stockton, CA 95202-1997

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

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

CG 20 10 11 85

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