



City of Turlock
Parks, Recreation & Public
Facilities Department

**City Bid No. 15-331
Request for Proposals to Develop a
Sports & Recreation Facilities Prioritization
And Feasibility Study**

The purpose of this Request for Proposals (RFP) is to invite responses from qualified firms with professional experience in Sports & Recreation Facilities Prioritization and Feasibility Studies that can assist City of Turlock staff in the preparation, development, adoption, and implementation of a Sports & Recreation Facilities Prioritization and Feasibility Study, for the City of Turlock. This prioritization and feasibility study shall focus on what could be built, estimated construction/operating costs, future operational use as part of the overall Sports & Recreation Facility Master Plan, existing facilities will also be evaluated to determine their feasibility in terms of current maintenance needs, operating cost and identifying potential funding strategies.

Submit Proposals to:

City of Turlock
Parks, Recreation & Public Facilities Department
Attention: Erik Schulze
144 South Broadway
Turlock, CA 95380

Request for Proposals Due Date

Friday, October 30, 2015 at 3:00 p.m. PDT

Questions with regard to submissions, process or proposals can be directed to:
Erik Schulze Parks, Recreation & Public Facilities Manager
(209) 668-5599 Ext. 4604
eschulze@turlock.ca.us



All qualified applicants are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposals (RFP).

1. Introduction

The purpose of this RFP is to invite responses from qualified applicants with professional experience in Sports & Recreation Facilities Prioritization and Feasibility Studies that can assist the City of Turlock (City) in the preparation, development, adoption, and implementation of a Sports & Recreation Facilities Prioritization and Feasibility Study for the City.

This document shall focus on several key elements including how the community prioritizes the sports and recreation facility needs of the City of Turlock now and in the future. As well as what could be built, estimated construction costs, operating costs, potential partners, evaluating their feasibility in terms of both construction and operating, and identifying potential funding strategies.

2. Project Objectives

- a. Complete all work specified under the primary scope of work;
- b. Address where improvements would be located in such a manner that they are consistent with the General Plan Standards;
- c. Actively seek participation and input from the general public throughout the entire plan development process with special emphasis on key stakeholders;
- d. Identify barriers and challenges relative to the prioritization and feasibility studies;
- e. Ensure compliance with State guidelines and congruence with other relevant, related planning documents;
- f. Identify grant funding opportunities and provide the information necessary to take advantage of the funding opportunities identified;
- g. Determine whether any portion of the project costs should be covered through development impact fees;
- h. Develop a Sports & Recreation Facilities Prioritization and Feasibility Study to serve as a master plan document for future;
- i. Review the City's existing Standard Specifications and make recommendations for any changes that would be needed to better support implementation of the Plan;
- j. Prepare and present findings to the City Council for adoption.

3. Primary Scope of Work

The following items reflect the City's interpretation of required work tasks necessary for the completion of this project. The consultant shall identify and order priorities for new sports and recreation facilities evaluate existing facilities and undertake feasibility studies to determine whether and how to proceed with development. These projects may include but are not limited to:

Sports Facilities

Prioritize Projects and Study Feasibility identify and order priorities for new /existing sports and recreation facilities and undertake feasibility studies to determine whether and how to proceed with development. These projects may include but are not limited to:

- **Little League Complex**
- **Indoor Recreation Center**
- **Aquatic Center**
- **Golf Course**

Current Facilities

- **Marty Yerby Center**
- **Senior Center**
- **Rube Boesch Center**
- **Pedretti Park**
- **Gemperle Fields at Turlock Regional Sport Complex**

a. **Citizen Advisory Team**

The Consultant shall develop, through active promotion and advertising, a Sports & Recreation Facilities Prioritization and Feasibility Citizen Advisory Team comprised of various stakeholders and interested citizens willing to volunteer their time to provide input and oversight throughout the duration of the project. This team would serve in a volunteer capacity and meet regularly to review project updates, provide feedback, and along with City staff assist the Consultant in meeting project goals. The details of this team's involvement, such as their titles, duties, roles and frequency or method of meeting, are to be established and managed by the Consultant.

The Consultant shall, immediately upon award of contract, start directly contacting stakeholders with an interest in the Sports & Recreation Facilities Prioritization and Feasibility Study. These stakeholders shall include, but are not limited to:

- i. Local newspapers (Turlock Journal and Modesto Bee)
- ii. Turlock Unified School District, Facilities Dept.
- iii. Stanislaus County
- iv. CSU Stanislaus
- v. Carnegie Arts Center
- vi. Stanislaus County Fairgrounds
- vii. Turlock American Little League
- viii. Turlock National Little League
- ix. Turlock Aquatics Club
- x. Seadogs Swim Club
- xi. Teen Advisory Council
- xii. Turlock Youth Soccer Association
- xiii. List of interested citizens maintained by the City
- xiv. Turlock Senior Citizens Group

Through these stakeholder interactions, the Consultant shall familiarize themselves with the facility needs of the user groups and identify the current private or public (City or other government agency owned) recreation facilities in Turlock. The Consultant will be expected to consider this information when making their recommendations related to the future of Turlock's recreation facilities.

In addition to contacting specific stakeholders the Consultant shall, immediately upon award of contract, begin specifically promoting opportunities for citizen involvement using general promotion efforts. These efforts shall include, but are not limited to, public notices as follows:

- xv. A total of twenty (20), full-color flyers (8.5" x 11") provided to the City for posting on the interior of the City busses and establishments;
- xvi. A public notice provided to the Turlock City Clerk for posting at City Hall;
- xvii. A public notice advertised in the Turlock Journal, with an additional public notice posted two weeks later;
- xviii. A public notice posted to a Consultant-created project website which can be used throughout the duration of the project.

b. Public Outreach and Promotion

The Consultant shall promote and advertise the project, as well as solicit input from members of the general public and key stakeholders throughout the duration of the project. These efforts shall include, but are not limited to:

- i. Providing **contact information** for a person, employed by the Consultant, that can serve as a contact for project-related questions and comments from the general public; this information will be made readily available on advertising and promotional materials. This person may or may not be the same person identified as the project manager, nor does it need to be the same person City staff coordinates with on project details.
- ii. Promotion of at least two **community workshops**, to be held on regularly scheduled Parks, Arts and Recreation Commission meeting nights (2nd Wednesdays of each month), to review the draft document, identify project priorities, and solicit feedback from the community. The Consultant shall engage in a concerted public outreach effort beginning thirty (30) days prior to the workshop date that shall also use, at a minimum, the general promotion requirements specified in the previous section;
- iii. Regular project updates posted to a Consultant-created **project website** which can be used throughout the duration of the project. Content of this website should include a brief summary of the project, a description of steps taken thus far, a list of key dates, copies of documents cleared for public access that are available for download, contact information for the Consultant, and any other materials or resources that may be beneficial to the public;
- iv. Provide brief updates (1-2 sentences) to the City on a regular basis for the City to post to City **social media** (Facebook and Twitter) accounts;
- v. Comply with **standard public noticing** requirements as provided by the Turlock City Clerk's office.

c. Deliverables

- i. Written project status updates, provided at least monthly, delivered either in-person, via mail, or via email;
- ii. One (1) copy of all advertising and promotional materials used throughout the duration of the project;
- iii. One (1) electronic copy and one (1) printed copy of the draft sports & recreation facilities prioritization and feasibility study;
- iv. One (1) electronic copy and five (5) printed and bound copies of the final sports & recreation facilities prioritization and feasibility study in full-color, complete with all relevant attachments and exhibits.

d. Presentation

The Consultant shall present the draft Sports & Recreation Facilities Prioritization and Feasibility Study to the Parks, Arts and Recreation Commission and will be responsible for providing all tools and materials necessary for the presentation.

The Consultant shall present the final Sports & Recreation Facilities Prioritization and Feasibility Study to the City Council for their consideration and adoption. While the City will provide access to a digital projector the Consultant shall be responsible to provide all other materials necessary for the presentation. In addition, the Consultant may be required to provide additional project briefings as needed.

e. General Conditions

The Consultant shall ensure that any provided staff assigned to the contract will be used for the term of the contract in the proposed capacity.

The Consultant shall work with City staff to identify a realistic and efficient timeline for completion of all project goals. The City expects all work to be completed as soon as possible, but no later than May 20, 2016.

The Consultant shall provide a cost estimate for completing the project, inclusive of all costs.

The Consultant is encouraged to include suggestions or supplemental tasks which may enhance the project, streamline the scope of work, improve cost effectiveness, or lead to a better quality finished product or process. State all assumptions clearly. Include the decisions, products, data and any other information that the Consultant expects from City staff.

If the applicant desires to suggest changes, this may be done through the RFI submission process prior to the deadline for proposals, which could lead to an addendum to the RFP that clarifies expectations for all applicants. In that case, no additional notations are required on the fee schedule.

If the applicant does not use the RFI process, then the applicant shall specify the recommended changes, along with an explanation, in his or her proposal. In that case the fee schedule shall reflect the costs of completing the project without their recommended changes, as well as the difference in costs if the City chooses to accept the recommended changes. The City reserves the right to accept or deny the recommended changes and their associated increase or decrease to the project costs.

INSURANCE CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until

all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability:
\$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage

for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of

CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

4. Estimated Project Milestones

The Consultant shall provide an estimated project schedule as part of their proposal based on the following target dates:

10/30/2015 – Proposal submission deadline

11/2-6/2015 – Proposal review / consultant selection completed

12/08/2015 – Anticipated award date / begins work shortly thereafter

01/13/2016 – Citizen Advisory Committee established

04/15/2016 – Sports & Recreation Facilities Prioritization and Feasibility (Draft) complete

05/20/2016 – Sports & Recreation Facilities Prioritization and Feasibility (Final) complete

06/28/2016 – Sports & Recreation Facilities Prioritization and Feasibility Study adopted

If the Consultant can successfully complete the project in less time than is shown, the project schedule should reflect the new timeline.

5. Inquires/Requests for Information

Any inquires or Requests for Information (RFI) to clarify project requirements, expectations, ambiguity, conflict, omission, or other errors, shall be submitted in writing to the City representative indicated on the cover of this RFP before 5:00pm PDT on 10/22/15. Any RFI submitted after 10/22/15 will not receive a response nor will an addendum be issued. The City will review the RFI and determine if a clarifying response is warranted. If a response is warranted it shall be made by the City in writing and issued as an addendum to the RFP.

6. Preparation of Proposals

a. Statement of Qualifications

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in dealing with municipalities in general. Each proposal must contain a statement of qualifications that describes the firm or individual's experience, qualifications and capacity to perform all aspects of the project, addressing the following topic areas:

- i. **Background** – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable.
- ii. **Professional Services** – Provide a list of the firm's available professional services.
- iii. **Personnel Profiles** – Provide profiles on the experience of the firm's key principal and key team members, specifically members that would be assigned to this project. This information need not be stated separately and can be included in another area, such as in the appendix.
- iv. **Related experience** - Describe at least two public agency Sports & Recreation Facilities Prioritization and Feasibility Studies completed in the past three (3) years. Indicate which proposed team members were involved with the project and describe the work that they performed.
- v. **References** – Provide two (2) or more references that can supply information on the quality of service provided during the past three (3) years. These reference listings shall include the address and telephone number for each listing.

b. Proposal Content

In addition to the Statement of Qualifications the Consultant shall provide:

- i. **Scope of Services** – Provide a list of the proposed scope of services, including tasks and subtasks, anticipated based on the requirements of this RFP.
- ii. **Fee Schedule** – Provide a fee proposal based on an hourly rate schedule with a “not to exceed” cost for all work identified under this RFP and grouped by task. Indicate the approximate percentage of fees to be paid to a sub-contractor, if applicable.
- iii. **Subcontractors** – Indicate if any portion of the work will be completed through the use of a subcontractor. If so, provide the approximate percentage of work the subcontractor is expected to perform, historical information regarding that subcontractor, and specific tasks the subcontractor will be scheduled to perform. If no subcontractors are to be used, then a statement to that effect shall be included in the proposal.
- iv. **Personnel** – Indicate the name of at least one principal with the authority to negotiate and bind the firm in a contract with the City of Turlock. That principal shall be in charge of the services for the duration of the contract. Identify the proposed project team including managers, engineers, architects or other essential

staff. Personnel identified in the proposal shall be the same personnel used on the project. The City reserves the right to approve the substitution of any personnel at the request of the Consultant as well as to remove personnel whose performance is not satisfactory.

- v. **Conflict of Interest** – Firms submitting proposals must disclose any actual, apparent, potential, direct or indirect conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided for this project. This includes disclosing any public or private clients doing business with the City of Turlock. If a firm has no conflicts of interest then a statement to that effect shall be included in the proposal.
- vi. **Exceptions** – Firms submitting proposals must identify any exceptions to the City’s professional services agreement, which includes the City’s insurance requirements. If a firm takes no exceptions, then a statement to that effect shall be included in the proposal.

c. **Proposal Requirements**

To be considered responsive, a proposal shall meet the following requirements:

- i. Include all of the information requested under this RFP;
- ii. Printed in a legible manner;
- iii. Limited to thirty (30) physical pages in length, regardless of whether there is printing on one side or both sides of the pages. Resumes, company qualification brochures, samples of previous deliverables, or other information not specifically requested or required may be added in addition to this limit, provided they are located in an appendix at the back of the proposal;
- iv. Applicants shall submit two (2) hard, printed copies and one (1) electronic copy, in PDF format, of his or her proposal. The electronic copy shall be submitted via CD, DVD, or USB flash drive;
- v. Include a fee proposal in a separate, sealed envelope, but enclosed within the larger, master envelope used for submission of the proposal;
- vi. If applicable, list any exceptions taken to any requirements listed within the RFP, to include the sample professional services agreement. Exceptions listed as part of the proposal will be considered by the City, though the City reserves the right to accept or reject those exceptions based on the needs of the City. Exceptions that are raised after proposals have been submitted shall not be considered.

Applicants may include relevant information not specifically requested by this RFP. Applicants may submit a proposal organized and bound according to his or her preference, but it must be clear and concise.

7. Submission of Proposals

Proposals shall be delivered in a sealed envelope and marked with the following:

**City of Turlock
Parks, Recreation & Public Facilities Department
Attn: Erik Schulze
144 S. Broadway
Turlock, CA 95380**

Re: City Contract No. 15-032 “RFP to Develop Sports & Recreation Facilities Prioritization and Feasibility Study”

Proposals must be received by the City on or before **Friday, October 30, 2015 at 3:00 p.m. PDT.**

This time and date is fixed and extensions will not be granted. The City will accept proposals that are mailed or hand delivered during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.). The City does not recognize the U.S. Postal Service, its postmarks, FedEx, UPS, or any other organization as its agent for purposes of receiving proposals; all proposals must be received by the date and time indicated.

All proposals and any other materials submitted in response to this RFP will become the property of the City, returned only at the City’s option. All proposals received after the deadline shown will be rejected.

8. Evaluation of Proposals

The City will use a combination of objective and subjective criteria to determine each consultant’s suitability to perform this work. Evaluation criteria for the proposals are:

a. Experience

- i. Breadth and depth of knowledge and experience in conducting, or participating in Sports & Recreation Facilities Prioritization and Feasibility Studies or revisions;
- ii. Experience with planning processes similar in size and scope to this project;
- iii. Experience working with local government agencies or other public agencies;
- iv. Experience in applying relevant federal, state and local laws and regulations;
- v. Experience in completing work on time and within the established budget;
- vi. Experience in responsiveness to client’s request for information.

b. Qualifications

- i. Knowledge of applicable state and federal regulations;
- ii. Proven ability to develop innovative strategies for project completion;
- iii. Proven knowledge of best practices in data analysis and reporting, including methods for importing evaluation results into a working document;
- iv. Ability to engage stakeholders for participation in the development process;
- v. Proven financial stability over the course of several years;
- vi. Ability to compile, analyze and report data in a useable and relevant fashion;
- vii. Recommendations by references regarding the qualifications of the firm;

c. Presentation

- i. Present the requested information in a clear, concise, and complete format.

d. Capacity & Response

- i. Availability to attend meetings with City staff and citizens as needed;
- ii. Ability to ensure personnel assigned to the project will be available for the duration of the contract in their proposed capacity;
- iii. Ability to complete secondary scopes of work;
- iv. Responsive to requests from the City for information, materials, or meeting requests.

City staff will review and score each proposal based on the above listed criteria, then make a recommendation to the City Council for approval. The City reserves the right to enter into price negotiations with the selected applicant, prior to award, based on the actual proposal and fees submitted. If the City is unable to negotiate a price it believes to be reasonable, another applicant may be contacted.

Once an agreement has been approved by the Turlock City Council, the City will contact the Consultant to notify them of the award. The City of Turlock reserves the right, without qualification, to select a proposal based on the criteria above, exercise discretion and apply judgment with respect to any submitted proposal, or reject any and/or all proposals.