



PARKS AND RECREATION  
SERVICES DEPARTMENT

**REQUEST FOR PROPOSALS**

Garfield Park  
MASTER PLAN

PROPOSALS ARE DUE: October 3, 2016  
by 5:00 P.M.

**Contact Information**

Brent Reed, Management Analyst  
1850 Soscol Ave., Suite 201  
Napa, California 94559-0660  
(707) 257-9953  
[breed@cityofnapa.org](mailto:breed@cityofnapa.org)

# **INTRODUCTION**

## **Request for Proposals Garfield Park Site Master Plan**

### **BACKGROUND**

The City of Napa is located in Napa County and is situated at the southern entrance to the Napa Valley, approximately 50 miles from San Francisco and 60 miles from Sacramento.

The Napa Parks and Recreation Services Department is the primary provider of parks, recreation, open spaces and trails within the City of Napa. The Department manages over 54 public parks. In 2010, the Napa City Council accepted the City's Parks and Facilities Master Plan. Included in this plan is a recommendation to develop a site master plan for Garfield Park.

Garfield Park is located at 80 Garfield Lane in Northeast Napa and is situated on approximately 14.4 acres. The park is home to the Napa Little League complex and contains three youth baseball fields, a playground and approximately 6 acres of undeveloped open space. The park shares its northern boundary line with Vintage High School and its east, west, and southern borders are surrounded by residential homes. Salvador Creek bisects the park and serves as a natural boundary between the developed and undeveloped sections of the park. Garfield Park provides neighborhood residents with access to open space while also serving as an essential facility for many of the community's youth baseball leagues.

### **SCOPE OF REQUIRED SERVICES**

The City of Napa hereby requests proposals from qualified persons/firms to develop a Site Master Plan for future improvements of Garfield Park.

The primary purpose of the Garfield Park Site Master Plan is to develop a strategic planning tool for the Department, in partnership with community stakeholders, which will provide an updated vision for the park, identify enhancements to both the developed and undeveloped areas and clear direction to guide future development work. Community stakeholders have expressed early interest in the creation of a community garden space. This idea, along with the recommendations contained within the Facility Master Plan, should be vetted during this process. It is critical that the project planning effort ensures public involvement at all stages of development to ensure the final plan reflects the needs and priorities of the entire community.

The 2010 City of Napa Parks and Facilities 15 Year Master Plan articulates demographic information, property inventory, community input, local park land and facility analysis, park land concepts, park/trails and open space mapping, park needs by category, capital cost of proposed park improvements and a proposed phasing of recommended projects.

The total budget for all aspects of the Site Master Plan shall not exceed \$40,000. Request for Proposal submittals are due by 5:00 p.m., October 3, 2016.

**CITY OF NAPA**  
**REQUEST FOR PROPOSALS**  
**Garfield Park Site Master Plan**

**NOTICE TO OFFERORS**

A Request for Proposals packet may be obtained at the following link.

[www.cityofnapa.org](http://www.cityofnapa.org) or via email [sengleman@cityofnapa.org](mailto:sengleman@cityofnapa.org)

Request for Proposals (RFPs) will be accepted at the Parks and Recreation Services Administrative Office at 1850 Soscol Ave., Suite 201 in the City of Napa **until 5:00 p.m. on October 3, 2016**. Any changes to this RFP are invalid unless specifically modified by The City of Napa and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the City's copy shall prevail. It is the Offeror's sole responsibility to ensure that his proposal, inclusive of any or all addenda, is received to the proper place at the proper time. Postmarks will not validate proposals which arrive after the cut off time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Offeror unopened.

To assure consideration, all proposals must include all information as outlined in Exhibit A. All proposals must be written in ink or typed. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal.

- ❖ One (1) original and five (5) copies of the **comprehensive proposal of scope of work, excluding a cost proposal** shall be enclosed and sealed in an envelope which is addressed to City of Napa, and may be hand delivered to the Parks and Recreation Services office at 1850 Soscol Ave., Suite 201, Napa, CA 94559, or mailed to 1850 Soscol Ave., Suite 201, Napa, California 94559 and clearly marked "City of Napa Parks and Recreation Services Department - Garfield Park Site Master Plan RFP". Faxed or electronic only proposals will not be accepted. Postmarks will not validate proposals which arrive at the West Street office after the cut off time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Offeror unopened.
- ❖ In addition, one (1) original and five (5) copies of a **cost proposal** must be submitted in a separate sealed envelope identifying consultant's name and clearly labeled "City of Napa Parks and Recreation Services Department - Garfield Park Site Master Plan RFP" on the front. Do not include fee breakdown within text of scope of work. Provide cost breakdowns per task and a summary of consultant fees. Total fee shall be given with a "not to exceed amount" and have a 90-day price guarantee. Enclose an hourly rate sheet for staff anticipated to work on the project and include anticipated reimbursable/expenses charges.
- ❖ All proposals and copies shall be 8 ½" by 11" and bound. A compact disc containing an electronic copy is also highly desirable, although not required.
- ❖ An officer who is authorized to execute legal documents on behalf of the consultant shall sign the proposal.

**PROPOSALS DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESS WILL BE RETURNED TO THE OFFEROR UNOPENED.**

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**GENERAL TERMS AND CONDITIONS**

*PLEASE READ CAREFULLY - These Provisions Are a Part of Your Proposal and any Contract Awarded*

**1. Consideration:**

To assure consideration, all proposals must include all information as outlined in Exhibit A. All proposals must be written in ink or typed. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal. This Request for Proposals does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the sole obligation of the consultant. All proposals, whether accepted or rejected, shall become the property of the City of Napa.

**2. Request for Clarification:**

Questions regarding the meaning of the Specifications or other pre-proposal documents shall be sent directly to:

Brent Reed, Management Analyst  
1850 Soscol Ave., Suite 201, Napa, CA 94559  
Phone: (707) 257-9953  
Fax: (707) 257-9532  
E-mail: [breed@cityofnapa.org](mailto:breed@cityofnapa.org)

To be given consideration, request(s) must be in writing and received at least five (5) working days prior to the date fixed for the opening of RFP's.

**3. Addenda:**

The effect of all addenda to the RFP documents shall be considered in the proposal, and said addenda shall be made part of the RFP documents and shall be returned with them. Before submitting a proposal, each Offeror shall ascertain whether or not any addenda have been issued. Failure to include any such addenda in Offeror's proposal may render the proposal invalid and result in its rejection.

**4. Performance Standards:**

Performance of work or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

**5. Specifications to Prevail:**

The detailed requirements of the Specifications, Scope of Work and/or Special Conditions shall supersede any conflicting reference in these General Conditions or the stated language on the City of Napa Standard Purchase Order that are in conflict therewith.

**6. Quoted Prices:**

Offerors are encouraged to review all prices prior to proposal submittal, as withdrawal or correction may not be permitted after the proposal has been opened. Prices quoted shall include any and all miscellaneous fees and costs including any preparation costs associated with this proposal.

**7. Withdrawal of Proposals:**

Proposals may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of proposal. A proposal may also be withdrawn in person by an Offeror, or Offeror's authorized representative, prior to the exact hour and date set for receipt of proposals. Telephone withdrawals are not permitted.

**8. Late Proposals, Modifications, or Withdrawals:**

Proposals, modifications of proposals, or proposal withdrawals received after the exact time and date specified for receipt will not be considered unless receipt is before the contract is awarded and the City determines that late receipt was due solely to City error.

**9. Mistake in Proposal:**

- (a) If the Offeror discovers a mistake in proposal prior to the hour and date specified for receipt of proposal, Offeror may correct the mistake by withdrawing the proposal in accordance with Item 8 above and

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resubmit prior to the stated proposal deadline.

- (b) If within seventy-two hours of the proposal closing and prior to the issuance of a purchase order or a contract, the apparent low offeror discovers a mistake in proposal of a serious and significant nature, offeror may request consideration be given to withdrawing the proposal. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for withdrawal of proposals. The decision of the Purchasing Agent is final as regards acceptance or rejection of requests for withdrawal after closing of proposals.
- (c) A mistake in proposal cannot be considered once a contract is issued.

### **10. Signature:**

All proposals shall be signed and the title and firm name indicated. A proposal by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

### **11. No Proposals:**

If no proposal is to be submitted, the proposal should be marked "No Proposal" and returned to maintain the offeror's name in the vendor file for future solicitations. A letter or postcard may be submitted. If an offeror fails to respond to a reasonable number of proposals without returning a "No Proposal", the Purchasing Agent reserves the right to delete the offeror from the vendor file for future solicitations.

### **12. Confidential Information:**

Any information deemed confidential or proprietary should be clearly identified by the offeror as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a proposal will not be returned.

### **13. Litigation Warranty:**

The offeror, by proposaling, warrants that offeror is not currently involved in litigation or arbitration concerning the materials or offeror's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against offeror on the basis of offeror's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the proposal. Disclosure may not disqualify the offeror. The City reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration and to require offeror to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by The City of Napa in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by offeror of the contract in the event the contract is awarded to offeror, notwithstanding the litigation or arbitration.

### **14. Royalties, Licenses and Patents:**

Unless otherwise specified, the offeror shall pay all royalties, license and patent fees. The offeror warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the offeror or those furnishing material to offeror pursuant to this contract.

### **15. Taxes:**

The City is not tax exempt from State, City and County Sales Taxes. The City is exempt from Federal Excise Tax and will furnish Exemption Certificates when applicable.

### **16. Contractor's Wage Requirements:**

All personnel furnished by Contractor will be employees of the Contractor and Contractor will pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to such personnel, and will carry workmen's compensation insurance for such personnel. The Contractor will be considered for all purposes an independent contractor and it will not at any time directly or indirectly act as an agent, servant or employee of City of Napa, or make any commitments or incur any liabilities on behalf of City of Napa without its express written consent.

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### 17. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this proposal if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with offeror. The offeror warrants to the best of his knowledge that the submission of the proposal will not create such conflict of interest. In the event such a conflict occurs, the offeror is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and offeror may be subject to damages and/or debarment or suspension.

### 18. Gratuities:

The City may rescind the right of the offeror to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the offeror, or any agent or representative of the offeror, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

### 19. Indemnification:

Offeror agrees to indemnify, hold harmless, release and defend City, its agents and employees, from any and all liability, actions, claims, damages, costs or expenses, including attorney's fees and costs and expenses of suit, which may be asserted by any person, including Offeror, from any cause whatsoever, directly or indirectly, arising out of or in connection with the activities of Offeror, its agents and employees, provided for herein whether or not there is concurrent passive negligence on the part of City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages, or compensation payable by or for Offeror or its agents under Worker's Compensation Act, Disability Benefit Act or other Employee Benefits Act.

### 20. Insurance:

Should work be required on City premises or within the public right-of-way, offeror shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of California and the City of Napa and shall meet the following minimum specifications:

**Offerors' attention is directed to the insurance requirements in Exhibit C. It is highly recommended that offerors confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If there are any questions regarding these insurance requirements, it is recommended that the agent/broker contact the purchasing agent directly at (707) 257-9515. If any apparent low offeror fails to comply strictly with the insurance requirements, that offeror may be disqualified from award of the contract.**

### 21. Safety

Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Offeror shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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Vendor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Vendor shall comply with OSHA'S Hazard Communication Standards.

### **22. Vendor Workplace Policies**

No Vendor providing a service, program or activity to the public on behalf of the City shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendor, if providing a service, program or activity to the public on behalf of the City, shall comply with the Americans with Disability Act and City's policies pursuant thereto when providing said service, program or activity.

### **23. Award of Contract:**

- (a) Proposals will be analyzed and award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the criteria established for evaluation set forth in the request for proposal.
- (b) The City reserves the right to reject any and all proposals, or any item or items, to waive informalities, technical defects and minor irregularities in proposals received; and to select the proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider proposals submitted on an "all or nothing" basis if the proposal is clearly designated as such.
- (c) The City reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90 day period.
- (d) The City reserves the right to award one or more contracts on the proposals submitted, either by award of all items to one offeror or by award of separate items or groups of items to various offerors as the interests of the City may require, unless the offeror clearly specifies otherwise in his bid.
- (e) Upon acceptance by the City of Napa, the solicitation, proposal, and issuance of a contract issued to the successful offeror shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

### **24. Statement of Qualifications (SOQ) Submittals:**

In the case of Statements of Qualifications (SOQ's), it should be noted that the documents submitted by prospective offerors are competitive sealed proposals and not competitive sealed bids. By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal.

When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any offer's information to competing offers' prior to the award of the proposal. At that time, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

### **25. Documentation:**

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following date of request by City. Any failure to comply may result in proposal being declared non-responsive and rejected.

### **26. Discounts:**

- (a) Prompt payment discounts offered for payment within less than fifteen (15) calendar days will not be considered in evaluating proposals for award. However, offered discounts of less than 15 days will be taken if payment is made within the discount period, even though not considered in the evaluation of

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proposals.

- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly in the contract.

### **27. Seller's Invoice:**

Original invoices shall be prepared and submitted to the Parks and Recreation Services Department, 1850 Soscol Ave., Suite 201, Napa, CA 94559. Separate invoices are required for each billing. Invoices shall contain the following information: City of Napa contract number, detailed description of supplies or services, units of measure, quantity, unit price and extended totals.

### **28. Lost and Damaged Shipments:**

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the offeror. The City has no obligation to accept damaged shipments and reserves the right to return at the offeror's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

### **29. Advertisements, Product Endorsements:**

City employees and agencies or organizations funded by the City of Napa are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No offeror may represent that the City of Napa has endorsed their product or service without the City Manager's prior written approval.

### **30. City Provisions to Prevail:**

Except as indicated in the specifications, the City's standard General Terms and Conditions shall govern any contract award. Any standard terms and conditions of offeror submitted by offeror shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject offeror's proposal as non-responsive, to consider the proposal without offeror's standard terms and conditions, or to require offeror to delete reference to such as a condition of evaluation or award of the proposal. If, after award of contract, offeror (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor.

### **31. Contractor Ownership:**

Contractor agrees that if there is a change in ownership prior to the completion of this agreement the new owners will be required under terms of sale to assume this agreement and complete it in accordance with all the same terms and conditions.

### **32. Lawful Performance:**

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

### **33. Annual Appropriation of Funds:**

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Contracts are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

### **34. Extension:**

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When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

### **35. Termination:**

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

### **36. Venue:**

This agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in Napa County.

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### EXHIBIT A SCOPE OF WORK

#### General

The scope of services is not definitive and is intended only as a guide to illustrate minimum project requirements. Consultants are encouraged to present innovative concepts to produce a comprehensive Site Master Plan for improvements to Garfield Park.

#### Work Elements

1. Review of Existing Facilities and Recreation Elements and Collection of Background Information: Assemble and review available documents from the City and Department files and conduct interviews with Parks and Recreation Commission, Parks and Recreation Services staff and the public (including existing youth and adult sports organizations), regarding current conditions and desired service levels. Much of this information may be found in the City's, Parks and Recreation Facilities 15 Year Master Plan, available on the City website at [Parks and Facilities Master Plan](#). Review the existing park site in the plan area to prepare an inventory of existing conditions and uses, including visual records (i.e., photographs and/or video). This review should include types of existing recreation amenities, current uses, compliance with ADA requirements, and quality and condition of said recreation amenities. The consultant's analysis will determine what level the City of Napa Parks and Recreation Services Department recreation needs are being met now and the City's capacity to meet future needs for a period of fifteen years.
2. Demographic Analysis and Benefits of Recreation: analyze demographic trends in the region that may impact or effect recreation needs and demands for the next 15 years. This will include an analysis of the social and economic benefits of park and recreation facilities/amenities and recreational programs.
3. Gather and Assess Community Needs: ***Develop a process for civic engagement that ensures the opinions, attitudes, and needs of the community are reflected in the final planning outcomes and design recommendations for Garfield Park. It is critical that this project planning effort ensures public meetings at critical stages of development to ensure the final plan reflects the needs and priorities of the entire community.*** Determine the relevance and applicability of information from the 2010 Parks and Recreation Facilities 15 Year Master Plan with regards to the city-wide assessment survey with regards to Garfield Park. If necessary, additional assessment surveys or other methods to collect relevant data may be required of the consultant.
4. Determine Short and Long Term Project and Priority Lists: Establish a projects and priority list that identifies needs, improvements and enhancements to existing park amenities. General cost estimates for these proposed projects shall be included.
5. Presentation of Findings: Identify a balanced and comprehensive strategy that will allow the City to meet current parks and recreational needs of the City residents as growth continues. The consultant will make presentations to the Parks and Recreation Commission and City Council; and, will make a final recommendation to the Parks and Recreation Commission and City Council when staff makes its recommendation for adoption of the final document.
6. Copies of Draft and Final Site Master Plan Booklets (Hard Copy and Electronic): The Consultant shall provide City with 30 "Draft" and 30 "Final" Site Master Plan Booklets, plus one reproducible hard copy and electronic copy of documents in native formats. At City's request, consultant shall make additional booklets available at a fee not to exceed cost of the original copies.

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### Response to Proposal

In order to be considered as a qualifying proposal, the following information is required:

- ❖ Describe in detail your organization's experience and work history in leading and managing major Master Planning efforts relevant to the scope of work presented in the Request for Proposal. Describe your organization's approach and suggested methodologies for each of the components outlined in the scope of work. The consultant will be required to provide all necessary project management to oversee and coordinate this planning effort to conclusion in a timely manner.
- ❖ Identify the team leader who will provide lead management of the Master Planning effort as well as, team members and other firms or consultants that you will be retaining along with the qualifications. The City reserves the right to cancel or modify the contract if the chief consultant or team leader becomes unavailable to complete the contract work. City reserves the right of refusal for changes in project staff.
- ❖ Describe the form and character of the final project or report to be developed. Include your suggestions for incorporation of multi-media and/or computer or web-based communications, products or processes.
- ❖ Prepare a general work plan and schedule depicting time/hours to be expended, staff and tasks in order to demonstrate ability to complete scope of work in a realistic time frame.
- ❖ Provide at least three (3) references from other organizations with at least two from public agencies, for which you have performed work relevant to the RFP, in the last (5) five years. Include contact name, phone number, email address and brief description of work performed.
- ❖ Provide a detailed statement explaining any additional information, resources or work element, not listed in the RFP, that, in the consultant's opinion, would provide a better work product if that inclusion of the recommended addition will enhance the Master Plan and create a more valuable tool for the City's future planning needs, if any.

### **EVALUATION AND SELECTION PROCESS**

All applicants will be evaluated and rated based on the following criteria:

- ❖ Applicant capability and history in developing recreation facility and recreational program plans through public process for other public agencies of similar size, population and need.
- ❖ Quality of the proposed service.
- ❖ The applicant shall have, at minimum, the technical competence to perform the work specific in this Request for Proposal. Use of Internet survey tools, a website and other techniques not specifically outlined in this proposal, but in the consultant's opinion, could enhance the work product, and should be included.
- ❖ Past record of performance as determined from all available information, including direct communication by the City with consultant's former clients. Factors to be considered include, but may not be limited to: experience and familiarity with similar types of projects, cost control, work quality and completion of work on schedule.
- ❖ Consultants demonstrate capability under current workload to perform the work within the project schedule and subsequent revision. Factors to be considered include, but may not be limited to: work methodology, management methodology, activity coordination methodology and consideration of areas not addressed, but deemed essential to the effective conduct of the project.

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The selection of an application for the project will be as follows:

- ❖ All applications will be evaluated by a panel consisting of City staff from Parks and Recreation Services and may include other community stakeholders to be determined by the department Director.
- ❖ Applications that rate high enough may be invited to participate in a finalist oral interview to clarify their applications and answer additional questions raised by the panel.
- ❖ If a suitable candidate emerges from the evaluation process, the qualified applicant will be awarded a professional services contract to commence work. A sample copy of a standard City of Napa Consultant Services Agreement is attached in Exhibit B. Specific Insurance requirements are stated in Exhibit C.

**PROJECT SCHEDULE**

The following time table is anticipated and subject to change:

September 1, 2016	Request for Proposals is released
October 3, 2016	Proposals due by 5:00 p.m.
October 17, 2016	Oral Interviews, Exact date and Time -TBA
November 11, 2016	Award of Professional Service Contract
TBA	Draft Master Plan Completed
TBA	Presentation and Approval of Draft Master Plan to Parks and Recreation Commission
TBA	Presentation of Draft Master Plan to City Council
June 2017	Presentation and Adoption of Final Master Plan to City Council

**Document Ownership:**

All completed work including surveys, workshop documents, and ancillary reports and the final report, whether in written, video or electronic formats, becomes the property of the City of Napa at the end of the project and will be turned over to the City.

**Parks and Recreation Services Department Staff Involvement:**

Department Staff will provide consistent and thorough involvement in monitoring and coordinating the project, as well as in reviewing and evaluating submittals, etc. The City Council, who are committed to completing this project within the given time frame and budget parameters, approves all final decisions regarding award of contract, policy decisions and adoption of final Park Site Facilities Master Plan for Garfield Park.

**Non-Performance of Duties:**

Should the City award to your firm, and, should the product / services offered not meet the prescribed criteria, save and except the fault of the City, at the City's option the contract may be rejected in whole or in part and any damages or losses may be recovered from the defaulting bidder. The City reserves the right to obtain product / services immediately from another vendor. Any differential in the prices charged by the replacement vendor will be credited to the City by your firm until your firm is able to rectify the problem. Remedies may include but are not limited to the City's refusal to deal with the defaulting bidder for a period of time not less than six (6) months or not more than one (1) year.

Should the City find the Contractor in default by not performing duties as per requirements, the City will immediately notify the Contractor's representative verbally. If corrections are not made within five (5) days of verbal notice, the City will then notify Contractor in writing of non-performance. If corrections are not made within five (5) days of written notice the City will give Contractor a seven (7) day written notice to terminate contract.

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EXHIBIT B  
SAMPLE CONTRACT

AGREEMENT FOR SERVICES

*[Note: Describe services, e.g., Auditing Services for Finance Dept, Etc..]*

This Agreement is dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Napa, a municipal corporation (hereinafter referred to as the "City"), and \_\_\_\_\_, a \_\_\_\_\_ *[fill in type of organization]* (hereinafter referred to as "Consultant").

RECITALS

A. The City requires \_\_\_\_\_

B. The Consultant is qualified and experienced to provide such services.

NOW, THEREFORE, said City and said Consultant for the considerations hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK. Consultant shall perform those services described as Tasks in the Scope of Work and Schedule of Performance attached hereto as Exhibit "A" and incorporated herein by reference within the time frames stated therein.

2. COORDINATION. Consultant shall assign \_\_\_\_\_, to personally participate in said project and to coordinate the activities of the Consultant.

3. COMPENSATION.

*[choose one of the following:]*

A. City shall pay Consultant as compensation in full for such services and expenses at the rates set forth in the Standard Hourly Rates and Charges attached hereto as Exhibit "B" and incorporated herein by reference. Notwithstanding the above, it is agreed that Consultant shall complete all the services set forth in Exhibit "A" for a total sum not to exceed \$\_\_\_\_\_. Progress payments will be tied to completion of tasks so all payments are proportional to the work completed.

OR

A. City shall pay Consultant as compensation in full for such services the lump sum of \$\_\_\_\_\_ upon completion (and acceptance) of the work. Additional compensation terms, if any, are set forth in the attached Exhibit "B."

B. Consultant shall submit itemized monthly statements for work performed. City shall make any payment due within thirty (30) days after approval of the invoice by City. *[OPTIONAL: Payment will be made for the approved amount of the invoice minus ten (10) percent. The ten (10) percent retained by City will be held until 30 days after final completion and acceptance of the contract work.]*

C. Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future City appropriation.

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[choose one of the following:]

4. TERM. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by City unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Indemnification) and Paragraph 13 (Insurance) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement, and the obligations of Consultant to City shall also continue after said expiration date or early termination in relation to the obligation prescribed by Paragraph 10 (Records of Performance), Paragraph 21 (Taxes), and Paragraph 26 (Confidentiality).

OR

4. TERM. The term of this Agreement shall be from \_\_\_\_ to \_\_\_\_, unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Indemnification) and Paragraph 13 (Insurance) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement, and the obligations of Consultant to City shall also continue after said expiration date or early termination in relation to the obligation prescribed by Paragraph 10 (Records of Performance), Paragraph 21 (Taxes), and Paragraph 26 (Confidentiality).

5. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

TO CITY: \_\_\_\_\_ [Dept. Name]  
CITY OF NAPA  
P.O. Box 660  
NAPA, CA 94559-0660

TO CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this Paragraph.

6. AMENDMENT OF SCOPE OF WORK. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate City authorization.

7. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT. At any time and for any or no reason, City shall have the right to terminate this Agreement, take possession of the Consultant's work, e.g., studies, preliminary drawings, computations, specifications, etc., insofar as they are complete and acceptable to the City and use the same, and pay the Consultant such equitable proportion of the total remuneration as the work satisfactorily done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement. Notwithstanding the above, Consultant shall not be relieved from liability to City for damages sustained by virtue of any breach of this Agreement by Consultant, whether or not the Agreement was terminated for convenience or cause, and City may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

8. CORRECTION OF WORK. The performance of services or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective, inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the Consultant on demand without cost to the City.

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9. DELAYS AND EXTENSIONS. Time is of the essence concerning performance of this Agreement; however, the Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the City.

10. RECORDS OF PERFORMANCE. Consultant shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the City during the agreement period and for a period of three (3) years from the date of final payment. Such time for retention shall be extended if grant funds are used to fund this project require the same.

11. SUBCONTRACTING. The City shall be an intended beneficiary of any work performed by a subconsultant for purposes of establishing a duty of care between subconsultant and City. In accordance with Government Code Section 7550, Consultant agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

12. INDEMNIFICATION. To the full extent permitted by law, Consultant shall indemnify, hold harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Consultant, in whole or in part, arising out of Consultant's activities hereunder, including the activities of other persons employed or utilized by Consultant in the performance of this Agreement (including design defects and regardless of City's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of City. If the adjudicated or admitted sole negligence or willful misconduct of City has contributed to a loss, Consultant shall not be obligated to indemnify City for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant.

13. INSURANCE. Without limiting Consultant's indemnification provided herein, Consultant shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(1) The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

B. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

C. Worker's Compensation insurance meeting statutory limits of Labor Code which policy shall [contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and] provide for thirty (30) days prior written notice to City in the event of cancellation. If Consultant has no employees, Consultant may sign and file the following certification in lieu of insurance:

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*"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."*

D. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000.00 combined single limit (CSL). If insurance is written on a claim-made basis, Consultant agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.

E. Consultant shall furnish City with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms provided by City or as approved by City Attorney. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to and approved by City. If Consultant does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

14. **STANDARD OF CARE.** City relies upon the professional ability of Consultant and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Consultant agrees to use reasonable care and diligence in rendering services under this Agreement. Consultant is responsible for the work of all employees, subconsultants, and agents, and the negligence of one of them, if not adequately remedied by Consultant, shall be conclusively deemed to be the negligence of Consultant. Consultant agrees that the acceptance of his work by City shall not operate as a waiver or release of said obligation of Consultant. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement shall not be used as a basis for submission of inadequate work or incomplete performance.

15. **COVENANT AGAINST CONTINGENT FEES.** The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. **CONFLICT OF INTEREST.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

17. **STATEMENT OF ECONOMIC INTEREST.** If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Napa disclosing Consultant and/or such other person's financial interests. In such case, Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately advise the General Counsel of Authority if Consultant learns of an economic interest of Consultant's during the term of this Agreement.

18. **DEFAULT.** If Consultant should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, City may terminate this

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Agreement by giving Consultant written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

19. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

20. INDEPENDENT CONTRACTOR. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Consultant expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

21. TAXES. Consultant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold the City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations.

22. EMPLOYMENT PRACTICES. Consultant shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

23. COMPLIANCE WITH LAW.

A. Consultant shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the Consultant and his/her work hereunder and shall ensure that all subcontractors do the same. *[if surveyors will be used for field survey work, add: including, without limitation, compliance with the prevailing wage requirements of Labor Code Sections 1720 and 1770].* Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including but not limited to the City of Napa business license), permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession and to do the work hereunder.

B. Consultant agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Consultant performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Consultant shall make the required documentation available upon request to City for inspection.

24. TITLE TO DOCUMENTS. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement, including the unlimited license to use the same for completion and maintenance of the project described in this Agreement, shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement or until ninety (90) days after receipt of final payment from City.

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25. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

26. CONFIDENTIALITY. Consultant shall treat all information obtained from City in the performance of this Agreement as confidential and proprietary to City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work, to any person other than City, or its own employees, agents or subcontractors, who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by the City. Consultant shall advise City of any request for disclosure of information or of any actual or potential disclosure of information. Consultant's obligations under this paragraph shall survive the termination of this Agreement.

27. ACCIDENT REPORT. If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Consultant shall promptly submit to the City Clerk's Office a written notice of such accident with the following information:

- A. Name and address of the injured or deceased person(s);
- B. Name and address of any witness;
- C. Name and address of Consultant's insurance company; and
- D. A detailed description of the damage and whether any City property was involved.

28. ELECTRONIC COMMUNICATIONS. During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Consultant and the City acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses or similar destructive electronic programs. Consultant and the City view the issues rose by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Consultant agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications is virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

29. ELECTRONIC OR MAGNETIC DATA. If the Scope of Work requires that Consultant provide documents in electronic or magnetic formats, they shall be provided in a manipulative form. City recognizes that electronic or magnetic data and its transmission may be damaged, may develop inaccuracies during use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. Consultant shall not be liable for any loss of use, profit, or any other damages arising from City's reuse, misuse, modification, or misinterpretation of the data submitted in electronic or magnetic form. Nothing contained in this paragraph shall affect the indemnification or standard of care required hereunder for Consultant with respect to Consultant's work and work products delivered in hard copy.

30. GENERAL PROVISIONS.

**City of Napa RFP – Garfield Park Site Master Plan**

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated without the written consent of City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

F. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

G. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

H. Time. Time is of the essence in carrying out the duties hereunder.

I. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

J. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

K. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF NAPA:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)

**CONSULTANT:**

\_\_\_\_\_  
(Type name of Consultant/form of organization)\*

\_\_\_\_\_  
(Employer I.D. No./Social Security number)

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ATTEST:

\_\_\_\_\_  
(Signature)

Dorothy Roberts, City Clerk  
(Type name and title)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)

By: \_\_\_\_\_  
(Signature)

COUNTERSIGNED:

\_\_\_\_\_  
(Signature)

Desiree Brun, City Auditor  
(Type name and title)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
(Signature)

Michael Barrett, City Attorney  
(Type name and title)

Budget Code: \_\_\_\_\_

\*Corporation, partnership, limited liability Corporation, sole proprietorship, etc. Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the \_\_\_\_\_, and a duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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**EXHIBIT C  
INSURANCE REQUIREMENTS**

Upon award of RFP, Offeror's insurance shall be Primary. Offeror shall take out and maintain at all times during the life of the contract the following policies of insurance with insurers (if other than State Compensation Fund) with a current A.M. Best's rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the performance of work by Offeror, its agents, employees or subcontractors. The cost of such Insurance shall be included in the proposal.

- A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

- (1) The City, its officers, employees and agents, are covered as insured's for liability arising out of the operations performed by or on behalf of Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

- (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

- B. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.
- C. Worker's Compensation insurance meeting statutory limits of Labor Code which policy shall [contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and] provide for thirty (30) days prior written notice to City in the event of cancellation. If Consultant has no employees, Consultant may sign and file the following certification in lieu of insurance:

*"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."*

- D. Offeror shall furnish City with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms provided by City or as approved by City Attorney. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to and approved by City. If Offeror does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.