



CITY OF FULLERTON

RFP 4357 City of Fullerton Comprehensive Parks and Recreation Master Plan Addendum No. 1

DATE: October 21, 2020

This addendum is being issued to answer questions received via the City's eProcurement Portal www.publicpurchase.com, as directed in RFP 4357. Questions received by the submittal deadline 10/12/2020 at 5:00 pm PST have been answered. Due to repetition of some of the questions received, the City's responses reference which questions were answered to avoid repetition. Please see both the questions received and the City's responses in the subsequent pages.

All other terms and specifications remain the same as in the original bid package.

END OF ADDENDUM No. 1

RFP 4357 P&R Master Plan Questions Received

1. Considering the ongoing COVID pandemic, would the City consider an electronic-only submission?
2. Is there be a pre-proposal conference scheduled?
3. Should signage and wayfinding be addressed in the Master Plan?
4. What is the City's budget for this study?
5. Page 31, regarding the "work samples", can we provide the sample reports (PDF Files) on the USB flash drive?
6. Page 31, regarding "work samples", can the City define/clarify "ongoing support and service agreements"?
7. Does the City have an estimated budget for the project?
8. Is there a defined project budget or budget range you can share for the project? It would be helpful, so we can offer realistic options for community engagement and other scope items.
9. Is there a defined page limit?
10. For the requested work samples, do you want print copies or sample plans from past clients, or will links to electronic versions of the same suffice?
11. What are the current challenges or system management issues that need to be addressed during the planning process?
12. Has a budget been established for the project?
13. Is the project intended to include an impact fee methodology update or only identify needs for impact fees to be addressed in a separate/later project?
14. I do not find any ADA (Americans with Disabilities Act) requirements in your scope. Is there another RFP that address the critical component....especially with the 30-year anniversary of the ADA.
15. Please clarify what is desired for "samples of ongoing support and service agreements" that are requested in addition to work samples.

16. Is the project timeline intended to be one year? If not, please clarify what is needed for the 1-year fee proposal breakdown.
17. Has a budget been established for the master plan?
18. To what extent would the City like the awarded consultant team to take the analysis of the facilities? (i.e., end of life analysis, maintenance schedule, current conditions, ADA, etc.)
19. Do you have the acres and/or square footage of parks and facilities to be analyzed?
20. On page 8 of the RFP, it notes that West Coyote Hills is pending. What is the current status of that?
21. Regarding task 3.2 "Community Meetings", does the City anticipate these meetings being digital due to COVID-19 restrictions?
22. Do you have a list of private recreational facilities and their sized that will need to be inventoried?
23. Does the City have any joint use agreements in place with the school district?
24. The first sentence at the top of page 15 notes to incorporate the recently completed comparative study of similar Orange County cities.....Is this referring to the comparative analysis that the consultant will prepare as noted at the bottom of page 14 or a separate study that has already been completed?
25. On page 31, the RFP requests samples of work, queries and reports. What do you mean by queries? For the samples of work, are links to the online master plans acceptable or do you want physical documents?
26. Page 31 of the RFP asks for samples of ongoing support and services agreements. What do you mean by that?
27. Do you have a budget allocated for this scope of services?
28. We understand the 1 year contract which may be renewable 3 x 1 year terms. What is the timeline for the project you expect? How many months?
29. In Task 1.1. you mention a minimum of 8 public meetings, and Task 3.2 you mention a minimum 6 focus group sessions. Could you please elaborate? Are you suggesting a total of 14 meetings for public outreach?

30. Task 5 mentions “expansion and replacement of old infrastructure, redevelopment / replacement of existing infrastructure”. Are you looking for a utility/infrastructure assessment as well or the City will provide that information to be included in CIP?
31. If the targeted minimum six stakeholder meetings will also be open to the public? If so, will we be expected to post-mail any notification mailers? I assume not and that the City would instead take our recommended multi-media plan (eblast, social posts/ads content and schedule) and send out electronically/online, but it does not hurt to ask.
32. Our Insurance company would like to propose the following edits to Professional Services Agreement Section 6.8: "Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to, indemnify, hold free and harmless, but not defend, the City, its elected officials, officers, and employees, at Consultant's sole expense, from and against liability for damages brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement, but only to the extent actually caused by the negligent acts, errors or omission of the Consultant. Notwithstanding the foregoing, the Consultant shall not be liable for the indemnification of the City for claims, actions, complaints, or suits arising out of the sole or active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect."
33. We understand that this question has already been asked but we would like to support the request for accepting digital only proposals. It is not only efficient, cost effective, and convenient, but in light of the ongoing pandemic, it will eliminate logistics of printing and handling of material. In the interest of safety, we would appreciate your consideration.

Parks & Recreation Master Plan

Responses to RFP questions

- **What is the City’s Budget for this Study?**
 - The exact budget has yet to be determined for the project. Please provide your proposal based on what you determine is needed for a complete and successful Master Plan.
(Questions 4, 7, 8, 12, 17, 27)

- **Considering the ongoing COVID pandemic, would the City consider an electronic-only submission?**
 - The City is maintaining its requirement for hard copy submissions of the actual proposal. There is no defined page limit for the actual proposal. Work samples, sample plans, reports, supporting documents and other addendum can be submitted on a USB Flash Drive. Links (only) to online references are not acceptable.
(Question 1, 5, 9, 10, 25, 33)

- **Is there a pre-proposal conference scheduled?**
 - There will not be a pre-proposal conference
(Question 2)

- **Should signage and wayfinding be addressed in the Master Plan?**
 - Signage and wayfinding need not be addressed in the master plan.
(Question 3)

- **Page 31, regarding “work samples”, can the City define/clarify “ongoing support and service agreements”?**
 - Disregard the request for ‘Samples of ongoing support and service agreements’ and the reference to ‘queries’. (Found on page 31)
(Questions 6, 15, 25, 26)

- **What are the current challenges or system management issues that need to be addressed during the planning process?**
 - Proceed with the project as if there are no challenges or system management issues to be addressed.
(Question 11)

- **Is the project intended to include an impact fee methodology update or only identify needs for impact fees to be addressed in a separate/later project?**
 - The city is open to explore impact fee methodology
(Question 13)

- **I do not find any ADA (American with Disabilities Act) requirements in your scope. Is there another RFP that address the critical component....especially with the 30-year anniversary of the ADA.**

- The City' Public Works Department is currently developing both a City facilities and infrastructure analysis, as well as a city-wide ADA study. All reports and studies will be made available to the awarded consultant. The City Manager's Department can also provide the completed comparative study of similar Orange County cities.
(Questions 14, 18, 24, 30)
- **Is the project timeline intended to be one year? If not, please clarify what is needed for the 1-year fee proposal breakdown?**
 - The project's completion timeline is estimated to be one (1) year in duration. However, the City is looking to the consultant to provide and justify the timeline that they feel is required to fully complete the project. The option for additional renewable terms allows for this and other contingencies.
(Question 16)
- **Do you have the acres and/or square footage of parks and facilities to be analyzed?**
 - Acres/square footage of City parks and facilities are available from the City's website
(https://www.cityoffullerton.com/gov/departments/parks_n_recreation/default.asp) as well as other 'open source' resources.
(Question 19)
- **On page 8 of the RFP, it notes that West Coyote Hills is pending. What is the current status of that?**
 - The City is in the process of acquiring land from Chevron for habitat / open space and rec trails. These efforts will take place over several years with multiple phases over a gross area of 510 acres (long term). The most immediate development / first phase (within a year) related to the WCH development is the addition of approx. 217 acres of contiguous open space that would include approx. 2 miles of trails and interpretive center and parking lot.
(Question 20)
- **Regarding task 3.2 "Community Meetings", does the City anticipate these meetings being digital due to COVID-19 restrictions?**
 - Regarding meetings – the RFP calls for a minimum of eight (8) public meetings. These would be open and well-advertised/publicized meetings open to any and all citizens of Fullerton. The RFP also mentions a minimum of six (6) focus (Stakeholder) group meetings. These differ from the public meetings in that the attendees would be specifically sought out and invited for their unique or specific knowledge, interest or background in the specific topic of the focus group. These meetings are would still be 'noticed' to the public, but would not be as widely advertised. This makes a minimum of 14 public outreach meetings. The City is open to all options for advertising, promoting and holding these meetings based on the status of the COVID-19 related orders and conditions in place at the time of planning the meetings.

(Question 21, 29, 31)

- **Do you have a list of private recreational facilities and their sized that will need to be inventoried?**
 - A list of private recreational facilities (if needed) can be provided to the awarded consultant.
(Question 22)

- **Does the City have any joint use agreements in place with the school district?**
 - The City does have a number of joint-use agreements with the School District.
(Question 23)

- **Our insurance company would like to propose the following edits to Professional Services Agreement Section 6.8: “Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to, indemnify, hold free and harmless, but not defend, the City, its elected officials, officers, and employees, at Consultant’s sole expense, from and against liability for damages brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement, but only to the extent actually caused by negligent acts, errors or omission of the Consultant. Notwithstanding the foregoing, the Consultant shall not be liable for the indemnification of the City for claims, actions, complaints, or suits arising out of the sole or active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City’s specifications or Consultant’s Proposal, which shall be of no force and effect.”**
 - If there are any exceptions to the any portion of the RFP, please list your exceptions on “Attachment C” and the City will consider any exceptions or changes requested.
(Question 32)