REQUEST FOR PROPOSALS

PARK DESIGN SERVICES

JACKSON & KENNER
PUBLIC ART PROJECT

City of Indio Development Services Department
100 Civic Center Mall, Indio, CA 92201

Issue Date: February 22, 2017

Deadline for submissions: March 24, 2017

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I. INTRODUCTION
The City of Indio (City) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from one single administrative entity (“Firm” or “Proposer” or “Designer” or “Landscape Architect”) responsible for design, conceptualization, and construction plans and specifications under one contract to develop a community space (Jackson & Kenner Public Art Project) where services within the scope of practice of architecture, public art or professional engineering and within the scope of contracting are required.

1.1 Overall Design Criteria
Firms are to provide comprehensive design services to develop an ADA compliant passive use community space to include, among other things, sites for a City Entry Monument, 9/11 Memorial Sculpture, Veterans Memorial Sculpture, First Responders Memorial Sculpture, furnishings, lighting, sidewalks/pathways, fencing, landscaping, and updated existing parking area located on approximately 2.0 acres of land that is situated at the northwest corner of Jackson Street and Kenner Avenue in Indio, California. Subject to permitting, this park shall be designed without violating existing easements and without prohibiting and/or restricting the access to major existing underground utilities and appurtenances at the proposed site.

II. BACKGROUND
The City of Indio is a General Law City, with a Council/Manager form of government. The City is located approximately 120 miles east of Los Angeles and approximately 25 miles east of the City of Palm Springs, in Riverside County. Indio, along with nine other cities comprise a geographical area commonly known as “The Coachella Valley.” The City was incorporated in May 1930. Indio is the largest city in the Coachella Valley with a growing population of 88,000 residents. Known as the “City of Festivals,” it is the home of eight (8) major annual festivals and a host of highly-acclaimed events that bring culture, music, sports, entertainment and a variety of cuisine to hundreds of thousands of visitors each year.

III. SCOPE OF WORK
3.1 Purpose
The purpose of this RFP is to secure a highly qualified Designer-Landscape Architecture Firm and Artist to provide a design for an ADA compliant community park (“Project”) in accordance with the specifications, conditions, and other provisions, of the Contract Documents. Designer shall design a community park which enhances the community and creates designated sites to install a City Entry Monument, 9/11 Memorial Sculpture, First Responders Memorial Sculpture, and a Veterans Memorial Sculpture.

It is anticipated that one (1) Firm will be awarded this design contract to provide the necessary services within a period of six (6) months upon execution of the signed agreement. The City reserves the right to make changes or alterations to the schedule as the City determines is in the best interests of the public. Firms will be notified sufficiently in advance of any changes or alterations. Unless otherwise notified in writing by the City, the duration for the Project shall constitute an absolute deadline.
3.2 **Budget**
Funding for this project is provided by the City of Indio. The cost proposal shall be a firm fixed price for this project and based on the Description of Work as specified herein.

3.3 **Background/ Existing Conditions**
Historically, this area was the northern edge of town, and was primarily used farmland until the 1950’s. This area of the city was also site of the Indio Airport, which was located about one quarter mile from this site, south of Avenue 44. The airport was in use until the 1950’s. The area has since been developed into residential neighborhoods. The site once served as a location of a community pool and is adjacent to California National Guard Armory building, which was once associated with General Patton and Charlie Company 185.

Jackson Street serves as one of four primary north-south arterials, providing connection with Interstate 10 as well as the new homes and retail centers of the Shadow Hills area of city to the historic downtown. The subject site is located adjacent to Andrew Jackson Elementary School and North Jackson Park.

The designer may consider using the above information but is not required, in finalizing their design concept for the site. If selected as a finalist, Designer/Landscape Architect and Artist will receive an honorarium to create an initial concept.

3.4 **Description of Work**
In general, the Design-Build services required are for the development of a community park on 2.0 acres of land named located at the northwest corner of Jackson Street and Kenner Avenue. The Park shall consist of features, equipment, and amenities with proven long-term durability, low maintenance costs, as well as sustainable and environmentally compatible with built-in community safety features.

The Project shall contain individually or in combination, at a minimum, the following:
1. Accessible Parking;
2. Multipurpose hardscape for community events;
3. Benches
4. Litter receptacles;
5. Adequate shade structures--built in or standalone or a combination thereof;
6. Comfortable seating for parents and caregivers;
7. Accessible walking paths;
8. Pathway and feature lighting;
9. Landscaping: low water use, desert plantings;
10 Water delivery methods for landscaping;
11. Limited use of turf at gathering locations; and

The foregoing shall be designed at strategic locations mindful of, among other things, the existing utilities (above and below ground), and the adjacent facilities (Armory Building, educational and residential).

3.5 **Design-Build Responsibility**
1. The design team shall provide project renderings to depict intent of design to be used by the City for explaining the Project.
2. The design team shall provide all the labor, materials, supplies, services, shop drawings review, expertise and supervision to develop plans and specifications to construct a park facility. Including Precise Grading, Landscaping, Irrigation and Electrical plans.

3. The design team shall furnish signed and sealed Plans and Specifications for the Project notwithstanding any early Release for Contraction Plans. The Plans and Specifications must be sealed by a Registered Architect and Professional Engineers, as appropriate for the various disciplines, licensed to practice in California.

4. The design team shall furnish plans and specifications that comply with among others, the latest edition of the California Building Code.

5. The design team shall provide an electronic copy of the final approved Design Documents in both CADD and PDF formats and the specifications in Word format to the City. The Designer shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats and the specifications in Word Format to the City.

6. The design team shall demonstrate good project management practices while working on this Project. These include communication with the City and others as necessary, management of time and resources, and documentation.

7. The design team shall include an artist with experience in producing public art.

3.6 Site Investigation

1. The design team shall be required to visit the Project site and to acquaint themselves with existing conditions (adjacent facilities, existing utilities (above and underground)), measurements, etc.

2. No inspection, failure to inspect, or waiver of inspection on the part of the City shall relieve the design team of their duty to complete the Work as described herein in full.

3. Design team agrees that the price specified on Price Proposal Form (“Contract Price”) herein is based on the Designer’s examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination.

3.7 Specifications, Plans and Drawings

1. The work shall be performed in strict accordance with the approved specifications, plans, and drawings.

2. All drawings (including sketches and shop drawings) and specifications, including all copies thereof, furnished by the design team for the work to be performed shall be reviewed and approved by City prior to completion of the contract.

IV. CITY TASKS

As needed, the City will provide information in its possession relating to the site, accompany and assist the Designer/Landscape Architect/Artist where City presence is required of entities and of state and local agencies and, if necessary, also coordinate with the appropriate agencies during the preparation of the design and conceptualization of the park to the extent required and necessary. Consultant should however strive to be self-sufficient and/or work with a Designated Representative to the extent possible due to City Staff’s time constraints.
V. CONSIDERATION/MEETING REQUIREMENTS
The qualified consultant should be prepared to meet directly or confer over the phone several times a week with City Staff and/or Designated Representative(s). In some cases, the consultant may be required to attend meetings, and make presentations.

VI. CONTRACT
The project contract will be based on the final scope of work that is mutually agreed upon between the City and consultant(s). The contract will be negotiated for the project for the extent of services to be rendered and for the method of compensation. Consultants are requested to submit a line-item cost estimate that is realistic for the proposed project. The budget should cover all costs including consultant fees, mileage and design costs. Consultants shall not perform any work on the project prior to execution of a written contract by both the City and the Consultants and furnishing of all required insurance certificates and business license by the consultants. The City requires a minimum insurance limit of $1,000,000 each for general liability, automobile and errors and omissions. A draft Professional Services Agreement will be provided to those who submit a RFP.

The City reserves the right to negotiate modifications to the proposals presented and/or the use of specific individuals or Firm(s).

VII. SCHEDULE
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<tr>
<th>ITEM</th>
<th>DEADLINE</th>
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<tr>
<td>Release of RFP</td>
<td>February 22, 2017</td>
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<tr>
<td>Proposal Due Date</td>
<td>March 24, 2017 @ 4:00 PM</td>
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<td>Proposal Review/Evaluation</td>
<td>Week of May 1, 2017</td>
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<td>Interview/Negotiation for finalists (if needed)</td>
<td>Week of May 8, 2017</td>
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<tr>
<td>Award of contract</td>
<td>Week of May 15, 2017</td>
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<td>Targeted contract commencement</td>
<td>By end of May 2017</td>
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VIII. QUESTIONS
All questions regarding this RFP shall be submitted in writing to Les Johnson, Development Services Director, via email at: ljohnson@indio.org.

IX. SUBMITTAL PROCEDURES
Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal at the City’s sole discretion. Any and all costs incurred in the preparation and presentation of this submittal shall be borne solely by the respondent. All submittals received shall become the property of the City of Indio and will not be returned. The submittal shall contain the name of this RFP.

Faxed or emailed submittals will not be accepted. Respondents shall provide four (4) copies of their submittal by the submittal deadline. All proposal submittals shall be delivered no later than the submittal deadline to:
X. PROPOSAL REQUIREMENTS

Format – The proposal shall include a table of contents and numbered pages. The document should be standard (8½” x 11”) letter-sized paper. Please include only requested materials.

The proposal shall include the following information:

1. The name and resume of the responsible person who would be in charge of the project, information on other design team members, an estimate of the time required to complete the project;
2. An executive summary of the proposal being submitted;
3. The proposed fees. The fees are to be broken down by task demonstrating how the fee was calculated. Cost proposal shall provide a specific fixed cost estimate and a “not to exceed” cost ceiling. The proposal shall address basic hourly wage rates, including all reimbursable expenses and overhead;
4. Identification of the project team organization and specific personnel to be assigned. Provide resumes of the professional staff to be assigned to the project. The resumes should address education, experience, and other related qualifications of designated personnel. Indicate the current and anticipated project responsibilities of key personnel. Artist information shall include examples of public art previously produced;
5. Describe the Consultant’s experience, especially as related to completing similar projects as being discussed in this RFP;
6. Identify and provide resumes of any sub-consultants who will be utilized on this project;
7. Explain in detail how your firm will accomplish the items specified in the Scope of Work;
8. Information on past or present projects concerning budgeted costs versus actual costs, scheduled completion dates versus actual completion dates and other relevant information concerning your firm’s ability to deliver the project. This shall also include references on each cited;
9. A proposed project schedule for the fiscal year shall be included in the proposal; and
10. A minimum of three verifiable references.

XI. GENERAL INFORMATION

Each respondent understands and agrees that the City, its departments, their officers, employees or agents shall not be liable for:

a. Any costs incurred by a respondent in the preparation, delivery or presentation of a proposal.

b. Any costs incurred by a respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and

c. Any errors, inaccuracies or misstatements related to the information or data supplied to any consultant by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the firm in the preparation of a proposal pursuant to this Request for Proposal only.
In addition, each respondent understands and agrees to the following:

a. The Designer/Artist/Landscape Architect must be able to meet all City insurance requirements and the provisions.

b. The City reserves the right to request additional information from any or all of the respondents.

c. The City reserves the right to reject any or all of the proposals. Late or incomplete proposals may not be considered. The City shall have sole discretion in determining the completeness of each proposal.

d. The City shall reserve the right to contact past clients for references.

e. The terms and scope of the contract will be determined on the basis of professional negotiations between the City and the prospective Consultant. If the City and the prospective Consultant fail to reach a contractual agreement, the City may negotiate with any other highly ranked consultant.

f. The City reserves the right to waive minor discrepancies and to reject any and all proposals for any reason.

The selected firm shall comply with any and all applicable Federal and State laws pertaining to employment. The City reserves the right to accept, reject, modify or cancel in whole or in part, this Request for Proposal. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive minor irregularities and technical defects in this proposal process. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XII. SELECTION PROCESS

A review committee consisting of City staff including, but not limited to City Council Members, Public Art and Historic Preservation Commissioners, Department representatives and/or Consultants will review responses to the RFP, and select the most qualified firms for further evaluation and fee negotiation.

Qualified firms may be invited to make an oral presentation on their proposal. The City, however, reserves the right to reject any and all proposals.

XIII. EVALUATION CRITERIA

A. Suitability of the Proposal – The proposed solution meets the needs and criteria presented in the RFP.

B. Expertise in Solutions – Consultant team is experienced in recommending and communicating appropriate technical and aesthetic solutions as demonstrated by the proposal and references.

C. Aesthetic Capabilities – Prior work reflects artistic and innovative, user friendly interfaces that engage communities and viewers.

D. Proposal Presentation – The information is communicated in a clear, logical manner and is well organized.

E. Local Preference – It is preferred that the consultant team has relevant local experience and an office in the Coachella Valley.
XIV. SUBMITTAL DUE DATE
The submittal package must be received prior to the submittal date specified in "Section IV - Schedule" of this RFP. Firms mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XV. AWARD OF CONTRACT
Award of the contract shall be in accordance with the attached Agreement for Professional Services. The City will pay the consultant for all acceptable services rendered in accordance with the Agreement for Professional Services. The City shall not in any event be liable for any pre-contractual expenses incurred by the proposers.

XVI. ATTACHMENT
Attachment 1. Evaluation Sheet