



J. Gary Via, CPPO
Director of Purchasing

*City of Danville
Virginia*

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REQUEST FOR PROPOSAL

RFP 09/10-133

" Riverwalk Master Plan Revision"

1.0 GENERAL CONDITIONS

1.1 Intent

It is the intent of this "RFP" to secure a qualified planning and design professional to update the existing Master Plan for the Riverwalk pedestrian/bicycle trail along the corridor of the Dan River. Currently, eight miles of trail have been completed from Coldwell Banker Johnson Realty at 2321 Riverside Dr. to the 658 Stinson Dr. Fire Training Center on the north side of the Dan River, and an additional half mile from the Crossing at the Dan to the Martin Luther King Bridge on the south side of the river. This revision will update connections from Schoolfield Dam to the Martin Luther King bridge on the south side and will recommend a linkage on the north side from Stinson Dr. to a suitable point at the Pittsylvania Co. line for connection with the Richmond Danville Rail Trail. The Riverwalk Master Plan 2010 is envisioned to enhance pedestrian and bicycle connectivity to the river area; to expand river or nature related recreation opportunities and destinations; to provide access to nearby public properties and schools; and to provide linkage to bicycle lanes thereby enhancing alternative transportation opportunities in a concerted economic development and healthy lifestyle effort for the City. The Master Plan will identify easement opportunities to construct a 12-foot wide paved pedestrian/bicycle trail; river bank restoration & watershed protection; river access including piers and/or docks for fishing, canoe/kayak access; opportunities to provide linkage to destinations along or near the trail; proposed locations for support facilities (and potential types of said elements); educational and historical opportunities. It will also design typical cross sections and assess resources and funding opportunities.

Note: This project is funded by ARRA Stimulus Funds with the intent of employing local citizens in green industry public projects that are needed by the Community.

1.2 Deadline

Sealed proposals shall be submitted no later than Wednesday, June 2, 2010 at 5:00 PM
to:

City of Danville
Purchasing Department
Attn.: J. Gary Via
427 Patton Street
Danville, VA 24541

1.3 General Meeting

All interested firms are invited to attend a public meeting to be held in the upstairs classroom at Ballou Park Nature Center, 760 West Main St., Danville, VA, 24541 on Tuesday, May 18, 2010 at 2:00 PM. Representatives of the City will be on hand to review the RFP and answer any questions about project requirements.

1.4 Questions

Any questions concerning this Request for Proposal should be directed to J. Gary Via, Director of Purchasing Department (434) 799-6528.

1.5 Code Compliance

This procurement process is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville, Purchasing Department, PO Box 3300, Danville, Virginia 24543.

1.6 Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

1.6.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.6.2 The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

1.6.3 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

1.6.4 Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this article.

1.6.5 The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law. The Contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control act of 1986.

1.7 The City of Danville does not discriminate against faith-based organizations

1.8 Proposals Binding Ninety (90) Days

Unless otherwise specified all formal proposals submitted shall be binding for ninety (90) calendar days following closing date unless extended by mutual consent of both parties.

1.9 Permits

The Contractor shall, at his own expense, secure any business or professional licenses, permits, or fees required by the City of Danville or Commonwealth of Virginia.

1.10 Termination

After giving the Contractor seven (7) days written notice, the City may without breach terminate the services of the Contractor at any time and may finish the work by whatever method it may deem expedient.

2.0 CODES & STANDARDS

2.1 All design shall be performed by the Contractor in accordance with the current rules, regulations, requirements and standards of the State Board of Architects, Professional Engineers, Land Surveyors and Certified Landscape Architects of the Commonwealth of Virginia, and all applicable provisions of the Code of Virginia (1950), as amended.

2.2 The Contractor, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulations of the agencies of each.

3.0 BACKGROUND

The City of Danville has received a grant i from the American Reinvestment and Recovery Act through the Virginia Department of Forestry to update and revise Danville's Riverwalk Master Plan. Approximately eight miles of the fourteen-mile trail system outlined in the original Dan River Trail Master Plan has already been constructed and is being used extensively by all segments of the population. The Robertson Bridge renovation currently underway will include a 10-ft wide dedicated pedestrian/bikeway to link the north and south side Riverwalk trail segments. Much of the existing trail has been constructed using grants from the Virginia Department of Conservation and Recreation, the Virginia Department of Transportation, and the City of Danville labor and equipment.

Professional assistance is needed to update route of the remaining six miles of trail and to prepare a detailed master plan to extend the trail to a point on the City's eastern border appropriate for future linkage with Pittsylvania County's Richmond Danville Rail Trail. The City has the current Dan River Trail Master Plan, digital orthophotographs, property maps and flood zone maps to assist the selected planner in the report preparation. The City will assist with the scheduling of any meetings with property owners, civic organizations, or public hearings.

4.0 SCOPE OF SERVICES

Scope of Services to be provided by the trail consultant. The master plan preparation shall include the following services:

1. Conduct field review to understand the project conditions and particular areas of concern.
2. Participate in public/agency review meetings.

3. Use existing mapping and current Dan River Trail Master Plan to develop the revised master plan.
4. Identify any permits that may be required.
5. Prepare a concept level estimate of probable construction costs.
6. Identify phases for construction and potential sources of funding.
7. Provide 10 professionally bound copies of the Danville's Riverwalk Master Plan 2010 in an 8 1/2 x 11 format.
8. Provide 10 copies of Danville's Riverwalk Master Plan 2010 on CD.
7. Particular areas of interest that need to be addressed are:
 - a. Confirm and detail the most appropriate route and trail design between Central Blvd and the Robertson Bridge on the north side of the river.
 - b. Determine and design the most appropriate route between Robertson Bridge and Martin Luther King Bridge on the south side of the Dan River.
 - c. Determine the most appropriate route between the current trail terminus on Stinson Dr. and the Danville-Pittsylvania Co. line for future connection with the Richmond-Danville Rail trail.
 - d. Determine future spur trails to nearby schools and public facilities to enhance & integrate current and future Safe Routes to Schools programs and bicycle lanes.
 - e. Determine additional linkages to promote citywide alternative transportation opportunities utilizing the Riverwalk and bike lanes.
 - f. Creating a walkable, bikeable community to enhance active living.
 - g. Potential for economic development.
 - h. Green infrastructure.
 - i. Support facilities.
 - j. Paddling and fishing access.
 - k. Educational and historic features.
 - l. Scenic vistas.
 - m. Riverbank restoration & protection.

5.0 TIME FRAME

The proposed schedule for this work is as follows:

Begin Project	June, 2010
Complete Master Plan	October, 2010

6.0 CONTRACTOR'S RELATIONSHIP TO THE CITY

6.1 Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to the work and is in no respect any agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor.

6.2 Subcontracting

Contractor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite any such subcontracting the City shall deal through the Contractor, and subcontractors will be dealt with as representatives of the Contractor.

6.3 Payments to Subcontractors

1. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City of Danville for work performed by the subcontractor
 - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
3. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed in subdivision 1.
4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

6.4 Novation

The Contractor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools and equipment.

6.4 ARRA Act stipulations

Contractor will provide report tracking number of new jobs created, temporary staff hired, and other contractors out-sourced during the performance of the contract.

6.5 Termination of Contract

- a. The City of Danville (City) may, by written notice, terminate this contract in whole or in part at any time, either for the City's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the City.
- b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the City for any additional cost occasioned to the City thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6.6 Access To Records and Reports

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the U.S. Forestry Service and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

7.0 RESPONSIBILITIES OF THE CITY

7.1 The City designates Karen Cross, Outdoor Recreation Division Director, to act as its representative with respect to the services to be rendered under any subsequent Agreements. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the Contractor's services for the Project.

7.2 The City shall assist the Contractor by placing at his disposal all available information pertinent to the Project. This may include existing information such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility maps; zoning and deed restriction; all of which the Contractor may rely upon in performing his services under this Agreement.

7.3 The City shall guarantee access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform his services under this Agreement.

7.4 The City shall furnish all required approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The City shall give prompt written notice to the Contractor whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's services.

8.0 INSURANCE/INDEMNIFICATION

8.1 The Contractor, prior to commencing work, shall provide at his own expense, the following insurance to the City of Danville evidenced by certificates of insurance. Each certificate shall require that notice be given, thirty (30) days prior to cancellation of material change in the policies, to the Director of Purchasing.

Professional Liability Insurance with minimum limit in the amount of \$1,000,000.00.

8.2 The Contractor shall be solely responsible and liable for the accuracy and completeness of all work performed hereunder and hereby agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, suits and proceedings arising out of, based upon or caused by the negligent acts, omissions or errors of, or the infringement of any copyright or patent, by the Contractor, its officers, agents, employees or subcontractors, in the performance of this Agreement. The approval or acceptance by the City of any work performed by the Contractor, its officers, agents, employees or subcontractors, under this Agreement, or any part of such work, shall neither constitute nor be deemed a release from the responsibility or liability of the Contractor, its officers, agents, employees or subcontractors, for the accuracy, completeness, timeliness, and competency thereof, or negligence with respect thereto, nor shall such approval or acceptance constitute or be deemed an assumption by the City of the responsibility and liability for the accuracy, completeness or competency of such work, or any negligence in the performance thereof.

9.0 EVALUATION PROCEDURE

Each proposal will be evaluated based on the following:

9.1 Overall qualifications of the firm.

9.2 Prior experience of the firm in pedestrian/bicycle trail master planning and design.

9.3 Qualifications and experience of key personnel to be assigned to the project.

9.4 The overall structure and quality of the proposal.

9.5 The ability of the firm to initiate work on this project in a timely manner and the firm's ability to provide its services within the project budget established by the City.

10.0 AWARD PROCEDURES

10.1 A selection committee shall review the proposals submitted. After each proposal has been evaluated on the basis of the Contractor's approach to meeting the City's needs, short-listing procedures will narrow the list of candidates to the two or more best qualified firms. These firms will then be invited to an interview at which time each will be expected to conduct a presentation on its proposal and to answer questions of the selection committee. Non-binding fee estimates may be requested at the interview stage.

11.0 PROPOSALS (3 COPIES REQUIRED)

Proposals should include the following information in the order detailed.

11.1 Letter of Transmittal

Limit two (2) pages. Make a positive commitment to perform the required work within the time period requested. Also, give the name(s) of the person(s) who will be authorized to make representation for your firm, their title, and telephone number.

11.2 Firm Experience

Indicate prior experience of your firm in performing work of this nature especially for public agencies (include references). Provide resumes for key personnel who would be assigned to this project.

11.3 Design Approach

Indicate your understanding as to the scope of the work requested and describe your firm's approach and give specific illustrations of the procedures, which will be employed.

11.4 Time Projection

Proposals shall include a manpower availability chart to show the ability of the firm to initiate and complete the work on this project in a timely manner.

11.5 Special Work

Indicate any special work your firm perceives as potentially necessary to successfully complete the project.