PROJECT OVERVIEW

The City of Half Moon Bay Department of Public Works is seeking professional project/construction management services for its renovation of John L. Carter Park. Proposals will be accepted from qualified individuals and firms providing such services. The ideal Project Manager or firm will have a minimum often years of responsible, professional-level public or private sector experience with complex project management with emphasis on more than one of the following disciplines: architecture, civil engineering, structural engineering, or landscape architecture. In addition, it is preferable for the proposed Project Manager to have one of the following qualifications: Licensed Professional Architect; Certified Project Manager; Certified Construction Manager or; Professional Civil Engineer.

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The City of Half Moon Bay is located on the San Mateo County coast, approximately 40 miles south of San Francisco and 15 miles west of the City of San Mateo. The City's population is just over 13,000. John L. Carter Park amphitheater is expected to serve the 29,000 residents of the coastside and beyond.

John L. Carter Park is located at 10 Stone Pine Road.

Play Area, Picnic Area and Restroom and Concession Stand Building: The children's play area would be located to the east of the amphitheater stage. This area would have rubberized surfacing and play structures. A new restroom/concession building with a garden rooftop would be located to the west of the amphitheater seating, and a picnic area with tables and decomposed granite paving would be located to the west of the
amphitheater stage.

3

Park Access Improvements: New signage would be installed at the Main Street park
entrance (near the Main Street Bridge), and a new concrete sidewalk would replace the
existing sidewalk from Main Street leading to the park. The existing ADA compliant
pathway S0128327 Tc 3Tm (to)Tj 10.6706.0.05 0 10.6 108.1o9.008 0 Td (bTj 0. 0 10i9 Tm (park.)Tj

ROLE OF PROJECT MANAGER

The selected Project Manager will be responsible for managing all project construction activities for the Carter Park Renovation Project, including coordinating with City on the bidding of the project, awarding construction contract, administering the budget and providing construction management services so that the project is completed efficiently and within the established budget. The Project Manager is also responsible for managing project budget(s), schedule(s) of performance, and scope(s) of work, and coordination with City staff for the efficient delivery of the approved project, and for assuring the quality and details of the project. We anticipate that a portion of work, particularly meetings, can and will be performed remotely.

It is anticipated that the Project Manager will regularly visit the site, attend meetings, and
serve as

II. ELIGIBILITY

All individuals and firms meeting the minimum qualifications are encouraged to submit. The City is sending the RFP directly to firms and individuals that are
believed possess the relevant experience and qualifications.

Ill. SCOPE OF SERVICES

1. The Project Manager will coordinate with City staff on finalizing bid
documents and issuing the bid documents. Project Manager will help City identify qualified contractors and assist in directing bids to those firms.

2. The Project Manager will review bids and coordinate with City staff on
selection of contractor based upon California Public Bid requirements. Project Manager will also assist City staff in developing scopes of work for material testing, geotechnical and related special inspections.

3. The Project Manager will conduct pre-construction conference with prime contractor and appropriate sub-contractors.

4. The Project Manager will handle the day-to-day coordination and communications between the project architect, civil engineer, related consultants, the project construction team and City and County staff responsible for plan approval and inspection.

5. The Project Manager will manage and monitor the progress on the project and compare the progress with the master project schedule and ensure that the project completes on schedule. Regular submittal of progress reports is expected throughout the various elements of the project.

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6. The Project Manager will be responsible for assisting the City with review and processing of progress payments, including any documentation
requirements.

7. Requests for Information, Requests for Proposal or Price Quotation, Force Accounts, and Change Orders will also be administered by the Project
Manager. The Project Manager will assist the City in negotiations with the consultant team(s) and contractor(s) and maintain files of all project documentation.

8. Project submittals are to be coordinated by the Project Manager with

contractor(s) and any required City staff. This coordination includes work related to submittal logs and ensuring the timeliness and completeness of the submittal.

9. The Project Manager will hold coordination and construction meetings, as needed.

10. The Project Manager will assure that all consultants, including design professionals and the construction contractor(s), maintain appropriate project schedules and provide such scheduling using Critical Path Management software.

11. The Project Manager will be responsible for other project-related duties as assigned by the Public Works Director and/or City Engineer as necessitated by the project.

IV. SUBMITTAL

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The fifteen-page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:

3. Cost

phase and at completion as well as the originally scheduled and
actual completion dates (explain any significant variance from the original budget or schedule).

Although cost will not determine the selection, each consultant shall provide an estimate of costs. Please breakdown cost by major tasks AND individual(s) responsible for task.

4. Project Approach
Provide a thorough explanation s2j -0.0 10.5 44Tm 0 10.5 32iblths

5. Client References
List a minimum of three relevant client references for the proposed Project Manager, including:

• Name of Project
• Project Description
• Project Contact Name and Phone Number
• Total Project Budget

6. Insurance

Provide evidence of insurability and liability limits.

7. Form of Contract
Confirm receipt and review of the City's standard Professional Services
Agreement template attached.

The City of Half Moon Bay reserves the right to reject any and all proposals received as a result of this request.

V. SELECTION CRITERIA

The successful consulting firm/sole proprietor will be selected on the basis of professional qualifications and demonstrated competence. Particular attention
will be paid to:

1. Experience, qualifications, performance, and availability of Project
Manager;

2. Ability to identify and resolve construction and design related situations;

3. Ability to communicate effectively with design professionals, contractors,
Cityand the public;

4. Solid management practices including creative problem solving and value
engineering.

5. Familiarity with the Half Moon Bay and San Mateo coastside community.

VI. SELECTION PROCEDURE

All responses to this RFP that meet the submittal requirements will be
evaluated by a review panel formulated by the City. The review panel will be
asked to: 1) identify the top proposals; 2) participate in panel interviews; and 3)
make a recommendation to the City on the top firm.

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VII. SELECTION SCHEDULE

Release RFP .... August 4, 2021 Proposal Due .... August 26, 2021 - 4 p.m. Review of Proposals .... Week of August 30, 2021 Interview Panel .... September 2, 2021 **
City Council Awards Project Manager Contract .... September 7 or 21, 2021

**Please make sure that your firm will be able to participate via Zoom that day.

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ATTACHMENTS

1) Conceptual architectural design drawings

2) City standard contract

Attachment 1

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ORDINARYH.G:MWATiR M.-.RK ____ ...,

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PHASE 1

UPPER LEVEL SITEWORK

JOHN L. CARTER MEMORIAL ROOF GARDEN

LANDSCAPED AMPHITHEATER

RESTROOMS I CONCESSIONS BLOG

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SOUDA.RJTY PATH AND WILDLIFE EXCLUS10riARY FENCE

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1.7. Facilities, Equipment, and Supplies. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities, equipment, and supplies
that may be necessary to perform the services required by this Agreement. City
shall not be responsible for any damage to persons or property as a result of the
use, misuse, or failure of any equipment, facilities, or supplies used by
Consultant, or by any of its employees, even though such equipment, facilities,
or supplies were provided, rented, or loaned to Consultant by City.

Section 2. COMPENSATION. Exhibit B to this contract contains the Fee Schedule. The City shall pay Consultant for services rendered pursuant to the Fee Schedule at the time and in the manner set forth herein, in an amount not to exceed the total sum of$ --------

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under the Fee Schedule of this Agreement is based upon Consultant's estimation of all costs of providing the services required hereunder. All costs and expenses shall be included in the fees, except for those costs or expenses specifically negotiated to be reimbursable as separate line items and identified as such in the Fee Schedule.

2.1. Invoices. Consultant shall submit invoices once a month during the term of this Agreement, based on the cost for services performed prior to the invoice date.
Invoices shall contain the following information:

% � Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first
invoice, etc.;

% � The beginning and ending dates of the billing period;

% � A Task Summary containing for each task a brief description of the work completed during the billing period, the amount of prior billings, the total due in the current period, the amount of the total contract sum remaining, and the percentage of completion of the work;

% � A copy of the applicable time entries or time sheets showing the name of the person doing the work, the hours spent by each person, and a brief description of the work;

% � The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours

2.3. Payment for Additional Scope. Payments for any additional services not included in the original Scope of Work and agreed to by the parties under Section
1.4 of this Agreement shall be made on a time-and-materials basis using the Fee Schedule in Exhibit B.

2.4. Payment of Benefits and Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time
off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee
benefits of any kind. Consultant shall be solely liable for and obligated to pay
directly all applicable taxes, fees, contributions, or charges applicable to Consultant's business including, but not limited to, federal and state income
taxes. City shall have no obligation whatsoever to pay or withhold any taxes or
benefits on behalf of Consultant. Should any court, arbitrator, or administrative
authority, including but not limited to the California Public whatsoevC 596-28 TccS

to

3.2. Acceptability of Insurer. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating
of at least A:VII in the latest edition of Best's Insurance Guide.

3.3. Additional Insureds. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement or policy language naming City and its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations.

3.4. Primary Coverage. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement or policy language providing that, for any and8 by annyf

omission that will cause its insurer to cancel any insurance policy required by this Agreement except after providing

shall indemnify and hold harmless City, its officers, officials, agents, employees, and volunteers (collectively and/or individually "City") from and against any and all liabilities, claims, damages, losses, costs, or

agents, employees, and volunteers. For purposes of Section 2782 of the
California Civil Code, the parties hereto recognize and expressly agree that
either (1) this Agreement is not a construction contract; (2) this Agreement is a construction contract and it conforms to Section 2782; or (3) they have
negotiated and expressly agreed to the allocation ofliability between them.

4.4. Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 4 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations
on City and will in no way act as a waiver of any rights hereunder.

4.5. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant
shall render any reasonable assistance that City may require in responding to or defending against such claim or action.

4.6. Offset. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any
indemnification due under this Section 4 as finally determined by a court of
competent jurisdiction or mutually agreed to by the parties.

4.7. Survival. Consultant acknowledges that City would not enter into this
Agreement in the absence of Consultant's commitment to indemnify and protect
City as set forth in this Section 4. This obligation to indemnify and protect City
as set forth setoblons 0.0135 Tc 6.827 0 T1 (This)T0.0129 Tc 1.544 0 088(absence4 Tc 2.2succ forth u 0 Td 0.0153 gation

6.5. Conflict of Interest. Consultant shall comply with the conflict of interest provisions of Government Code Section 1090 and with

7.5. Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement

such works are the property of City. If it is ever determined that any works created by the Consultant or its subcontractors under this agreement are not works for hire under U.S. law, the Consultant hereby assigns all copyrights to such works to City, grants City a royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all such works, and agrees to provide any material and execute any documents necessary to effectuate such assignment and license. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically

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9.3. Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.

9.4. Severability. If a court of competent jurisdiction finds or rules that any provision, including but not limited to any clause, term, section, or subsection, of
this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity
in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.5. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a continuing waiver or a waiver of any other breach of that term or any other term of this Agreement. No waiver or modification is valid unless made in writing.

9.6. Successors and Assigns. The provisions of this Agreement and all surviving covenants shall inure to the benefit of and shall apply to and bind the successors, heirs, and assigns of the parties.

9.7. Notice of Non-Renewal. Consultant understands and agrees that there is no representation, implication, or understanding that the City will request that services provided by Consultant under this Agreement be supplemented or
continued by Consultant under a new agreement following expiration or
termination of this Agreement. Consultant waives all rights or claims to notice
or hearing respecting any failure by City to continue to request or retain all or any
portion of the services from Consultant following the expiration or termination of
this Agreement.

9.8. Use of Recycled Products. Td (following)Tj Tm (or)Tj 0.0277 Tc 390.43 450 Tm (of) implicat8rvices 05 225 to

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement effective as of the date first written above.

Date:

- - - - - - - - - -

Attest:

By: __________
City Clerk

Date:

- - - - - - - - - -

Date:

Attachments:

Exhibit A. Scope of Work
Exhibit B. Fee Schedule
Exhibit C. Evidence of Insurance

"CITY"
CITY OF HALF MOON BAY

By: _________ _ City Manager

Approved as to form:

City Attorney

"CONSUL TANT"

By: _________ _
Signature

Printed Name

Its:
Print Title

D Exhibit D. Prevailing Wage Provisions (box checked if applicable to this Agreement) D Exhibit E. Funding Agency Agreement (box checked if applicable to this Agreement)

City of Half Moon Bay Professional Services Agreement Page 15

Exhibit B
Fee Schedule

Insert Hourly Rates and Payment Schedule. Include rates for any authorized subcontractors and specify any authorized reimbursable expenses.

City of Half Moon Bay Professional Services Agreement Page 17

Exhibit C
Evidence of Insurance
(pages attached)

City of Half Moon Bay Professional Services Agreement Page 18

Exhibit E
Funding Agency Requirements (Funding agency agreement and other worksheets attached, if applicable)

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City of Half