633 E. Broadway, Suite 103 Glendale, CA 91206-4311 Tel. (818) 548-2140 glendaleca.gov

January 11, 2024

ADDENDUM NO. 1 Request for Proposals Verdugo Wash Master Plan

NOTICE TO ALL PROPOSERS

Notice is hereby given to all potential Proposers that this is an addendum to the Request for Proposal for Verdugo Wash Master Plan, issued on November 14, 2023, and in response to the questions and requests for clarifications received by December 15, 2023, as identified in the RFP. This Addendum is attached to and made part of the above-entitled RFP from the City of Glendale.

Instructions:

• Each Proposer shall acknowledge receipt of this addendum on **Form J (Addenda Acknowledgement)** in their submitted Proposal.

CHANGES TO RFP SPECIFICATIONS

No substantive changes to the RFP specifications.

General clarifications, amplifications and corrections to the RFP include the following:

Updates of page numbering.

Correction of title and address information for the City's Project Manager.

Elimination of page references in the body of the RFP when an Exhibit or Form has been called out.

Revision of "Contract" title to "Professional Services Agreement".

Uniformity of capitalization of Exhibits, Forms, Pages, City, Wash, Consultant, etc.

Specific clarifications and corrections include:

1. RFP Title Page

Update of the submission deadline from January 25, 2024 to April 15, 2024.

2. RFP, Page 1, Table of Contents

The outline of Table of Contents for Section III. General Requirements and Instructions has been updated for Item C (from Withdrawal, Cancellation, or Modification of a Proposal

to Restrictions on Lobbying and Contacts) and Item D (from Proposal Preparation Expenses to Withdrawal, Cancellation, or Modification of a Proposal), and Items E (Proposal Preparation Expenses) has been added.

Exhibit 3 under Section VII. Letter of Objection, entitled "Letter of Objection; Procedures" has been updated from Sample Contract to Sample Professional Services Agreement.

The titles of Forms B, E, G, H and I under Section VIII, entitled "Proposal Forms" have been clarified. Forms J, entitled "Addenda Acknowledgement" and K, entitled "Table of Exceptions" under Section VIII have been added.

The page numbers have been updated to reflect correct pages.

3. RFP, Page 5, Section I.E Insurance

Exhibit 3 reference in paragraph 1 and Form E reference in bullet 2 have been updated.

4. <u>RFP, Page 6, Section I.G. City's Project Representatives</u> Updates to the contact information.

5. RFP, Page 7, Section II.A Schedule of Events Update of the dates:

EVENT	RESPONSIBILITY	DATE
RFP Distribution	City	November 13, 2023
Last Day to Submit Interim Questions	Proposer	December 15 2023, February 16, 2024 for Addenda 1
RFP Proposals Due	Proposer	April 15, 2024
City Opens Proposals for Completeness	City	May 1, 2024
Panel Reviews Proposals	City	May 2024
Candidate Interviews	City	June 2024
Final Candidate Announced	City	Early Summer 2024
Last Day to Object to RFP or Evaluation Process	Proposer	TBD
Contract Award (City Council approval)	City	Summer 2024

6. <u>RFP, Page 7, Section II.C Proposal Deadline and Proposal Submission</u> Update of the submission deadline date from January 25 to April 15, 2024. Updates to the contact information. Update regarding submission filing.

7. RFP, Page 8, Section II.D Interim Inquiries and Responses; Interpretation of Correction of RFP

Submission of interim questions deadline for Addenda 1 on February 16, 2024. Updates to the contact information. Relettering of section.

8. RFP, Page 8, Section II.E Addenda

Relettering of section. Addition of language - Each Proposer will be required to acknowledge receipt of an Addendum on FORM J attached hereto.

RFP, Page 9, Section III.A Examination of Documents Update of bullet 3 in reference to Exhibit 2 for the terms and conditions of the Professional Services Agreement.

10. <u>RFP, Pages 9-10, Section III.B Proposer's Representations in the Response</u> New bullet with the following language:

• Proposer must identify in Form K whether its proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, Proposed Professional Services Agreement, or any other requirements of the RFP, including all exhibits, forms, and appendices. List of exceptions will be inserted in the table form below and identify the page, section number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Proposed Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. The City, at its sole discretion, may modify or reject any exception or proposed change. The exceptions listed will be taken into consideration when evaluating the section that is most applicable to the exception listed.

11. RFP, Page 10, Section III.C, Restrictions on Lobbying and Contacts New Section with the following language:

Proposer's sole contact during the RFP, proposal and awards process is Vilia Zemaitaitis, AICP, Deputy Director, Community Development Department, City of Glendale.

During the period beginning on the date of the issuance of the RFP and ending on the date of contract award to a Proposer, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or Contractor representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the Contract with any member of the City Council of the City of Glendale or his or her personal staff, or with any candidate for election to the City Council of the City of Glendale. Any such contact shall be grounds for the disqualification of the proposal.

During the period beginning on the date of the issuance of this RFP and ending on the day after a contract is awarded to a Proposer, each person or entity described in the previous paragraph shall limit his or her communication with City staff to the written clarification and addendum process described in Section II.E, and interviews or discussions pursuant to evaluation and selection process described in Section V. At no time may any Proposer have any communication with a member of the City's Evaluation Committee, other than communication initiated by such member during interviews.

Nothing herein shall be construed to limit or restrict any person or entity from communicating with the City Council in writing or at a meeting of the Council noticed under the Ralph M. Brown Act, Government Code section 54950 et seq., provided such communication is after the public release of the staff report to the Council recommending a proposer.

- 12. <u>RFP, Page 11, Section III.D Withdrawal, Cancellation, or Modification of a Proposal</u> Relettering of section. Updated title and address of City's Project Manager. Update of proporal timeline from 90 to 120 days to be consistent with other references.
- 13. <u>RFP, Page 12, Section III.E Proposal Preparation Expenses</u> Relettering section.

14. RFP, Page 12-13, Section IV.A Proposal Forms

Clarification of the submission details in paragraph 4 and revisions to paragraphs 8 and 9 to read as follows:

If the Proposer makes any interlineations, alterations, and erasures to the responses Proposer provides the Proposal Forms (the "Changes"), the Proposer must place initials next to all such Changes so that the City can verify that such Changes were made by the Proposer.

For avoidance of doubt, Proposers must use Form K - Table of Exceptions (see Section III.B, hereinabove), to identify any Proposer exceptions to the RFP, Exhibits, Proposal Forms or Appendices. Other than providing responses, The Proposers must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

15. RFP, Pages 13-15, Section IV.A Proposal Forms, subsections 1-12

Deletion of Form references and Information Regarding Debarments, Defaults, Claims, and Related Events. List of forms is updated and summaries added:

- 1. Proposal Form Form A
- 2. Previous Experience Form Form B
- 3. Proposer's Qualifications Statement Form C
- 4. Price Proposal Amount Form D
- 5. Insurance Requirements Affidavit Form E
- 6. Disclosure Campaign Finance Ordinance Form F
- 7. Public Records Exempt Information Form G
- 8. Proposer's Non-collusion Affidavit Form H
- 9. Proposal Attachment(s) Form I
- 10. Addenda Acknowledgement Form J
- 11. Table of Exceptions Form K

Deletion of previous Statements and Agreements section with previous list of forms, and previous subsection 4. Information Regarding Debarments, Defaults, Claims, and Related Events.

16. RFP, Page 16, Section IV.B Identifying Proprietary Information; Public Records Act Deletion of Pg. number reference and insertion of Form G reference in paragraph 1

17. Page 20, Section VI, Award of Professional Services Agreement

"Contract" reference is replaced with "Professional Services Agreement" or "Sample Professional Services Agreement" throughout and the exhibit number is corrected. Minor corrections and clarifications to the text as follows:

Within ninety (90) calendar days after the City opens all Proposals, if the City Council selects a Proposal, the City will give the selected Proposer a "Notice of Intent to Award Contract" that will specify the "start date" for performing the Services following the execution of the Professional Services Agreement ("PSA").

Once selected, the successful Proposer must enter into a written PSA with the City within fourteen (14) calendar days following the Proposer's receiving the City's "Notice of Intent to Award Contract" or within any extension that the City may allow. The RFP, or any part of it, and the Proposer's responses, will be incorporated into and made a part of the PSA. A copy of the PSA is provided as EXHIBIT 3.

Before any services can commence, the selected Proposer must execute the PSA, which *is the City's standard form of agreement for the requested services*. To facilitate the Project's smooth and timely implementation, a Proposer responding to this RFP must review all terms and conditions of the PSA, including, but not limited to, provisions relating to insurance, indemnity, and termination.

The City's policy is that the Proposers accept the PSA "as is". By submitting a Proposal to the City in response to this RFP, a Proposer is deemed to have provided its approval to the form and content of the Professional Services Agreement, without qualification. Provided, however, if a Proposer seeks any modification to the PSA, then in the Proposer must identify the proposed changes on **Form K** to be submitted concurrently with the Proposal.

Proposer requested changes or modifications to the PSA will be weighed in the evaluation of the Proposal and may cause rejection of the Proposal as non-responsive, in the City's determination.

The City reserves the right to negotiate the terms and conditions of the PSA. The selected Proposer must cooperate with the City in good faith to negotiate, sign, and deliver the final PSA prior to commencement of work. The City may require the selected Proposer to attend one or more PSA negotiation conferences to discuss:

- Requested revisions to the PSA service-related terms, conditions, requirements (other than the insurance and the indemnity provisions), specifications, or minimum performance standards; and
- Requested additions to the PSA, by the parties' mutual written agreement, or pursuant to City Ordinance, Resolution, <u>Charter</u> or <u>Municipal Code</u>, or any other law may require.

At any time and for any reason, if PSA negotiations with the selected Proposer fail to progress to the City's reasonable satisfaction, the City reserves the right to terminate negotiations with the selected Proposer, cancel the award and reject the Proposal. The City may then, in its sole and absolute discretion, (i) reopen the proposal process; (ii) choose from among the remaining, if any, qualified proposers; (iii) reissue the RFP; (iv) negotiate directly with any firm for the Services; or (v) choose not to contract for the Services.

The selected Proposer must submit to the City all of the following items:

- Either three (3) executed hard-copy originals of the PSA, signed by the
 person authorized to bind Proposer under contract, or digitally execute
 the PSA using the City's DocuSign program administered through the
 City's Finance Department.
- Insurance certificates and additional insured endorsements that fully conform to the PSA's insurance requirements.

After the City receives the signed PSA and insurance documents, the City Attorney's office will review and approve the PSA as to "form and content" prior to City execution. Additionally, the City Attorney's office or the City's Risk and Insurance Services Manager will review the required insurance. If the City Attorney approves the PSA "as to form and content", and if the insurance and the bond(s) (if any required) conform to the PSA's requirements, the City will execute the PSA and provide a fully executed version to the Proposer.

18. RFP, Page 21, Section VII Letter of Objection; Procedures

Correction of Contact Information and update of Letter of Objection deadline to February 15, 2024.

19. RFP, Exhibit 1 - Scope of Services

Page 24 – Last Two Paragraphs Under Verdugo Wash Introduction. Updated language.

Page 25 – Paragraph "Build, Maintain, and Activate" – Updated language.

Page 26 – Scope of Work, Paragraph 2. Updated language. Clarification of focus of Master Plan and design alternatives.

Page 27 – Task 1.2 Budget and Schedule. Updated Form reference

Pages 30-31 – Subtask 2.3.3 – Design Alternatives. Updated language clarifying that up to three design alternatives shall be provided (where practical and feasible to do so) for each Verdugo Wash segment, with one of the alternatives selected to be finalized into a construction-ready design for the next phase of the project, and that the consultant shall to prepare the project and design alternatives in sufficient detail such that they meet the criteria to be evaluated as feasible alternatives for preparation of the CEQA document. See additional language updates in bullets for Subtask 2.3.3 – Design Alternatives.

Page 33 – Subtask 2.3.7, bullet 1 – Cost and Phasing. Updated language.

Page 40 – Subtask 5.1 – Updated Master Plan Framework, bullet 3. Updated language clarifying final design.

Page 41 – Task 5.3 – Updated language referencing "Conceptual" Construction Plan and "Proposed" Operations and Maintenance Plan.

Page 43 – Task 6.1 – Draft Verdugo Wash Master Plan. Updated Master Plan Framework. Updated language.

Page 44 – Task 6.2 – Final Verdugo Wash Master Plan. Updated language.

20. RFP, Phase II Deliverables, page 45

Updated deliverables separating Draft Master Plan from the Final Master Plan, with three deliverables total: 1. Draft Master Plan, 2. Final Master Plan, and 3. Signage and Wayfinding Design Kit.

21. RFP, Phase III: Environmental Analysis, page 46

Updated task numbering.

- 22. RFP, Exhibit 2 Insurance Requirements, page 49 Title added.
- 23. RFP, Exhibit 3 Sample Professional Services Agreement (previously referred to as Sample Contract)

Page 55 - Paragraph 1 - Updated language.

Page 60-61 Renumbering of Section 5.8. Addition of new Section 5.9 Executive Order N-6-22 – Russia Sanctions

- 5.9. Executive Order N-6-22 Russia Sanctions.
- (A) CITY may be using State of California grant funds for this Agreement. Accordingly, because CITY may be paying, awarding, or providing CONSULTANT with that State grant money, in whole or in part, CONSULTANT must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (https://www.gov.ca.gov/wp- content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) ("State Executive Order"). The State Executive Order concerns economic sanctions ("Economic Sanctions") and other sanctions imposed by the U.S. government, and the State of California, in response to Russia's actions in Ukraine.
- (B) CONSULTANT is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. CONSULTANT states and represents that CONSULTANT has read the State Executive Order, is not the subject or target of any Economic Sanctions, and will comply with any request to report information or submit documents to the State, or CITY, or both, before or after the expiration, termination, or cancellation of this Agreement.
- (C) At any time and upon written notice to CONSULTANT, CITY, in its sole discretion, may either immediately invoke any one or more of the remedies listed in Paragraph 13.3 for Default under Paragraph 13.1(B), or terminate this Agreement for CITY's convenience under Paragraph 13.4, if CITY determines that any one or more of the following circumstances or events have occurred:
 - CONSULTANT is the subject or target of Economic Sanctions;
 - (2) CONSULTANT is conducting prohibited transactions with sanctioned individuals or entities; or
 - (3) CONSULTANT has failed to comply, in any manner, with the State Executive Order.

For Exhibit 3, additional changes include:

Update of titles to Forms B, E, G, H and I.

New forms added – Form J Addenda and Form K Table of Exceptions.

Deletion of previous Roman numeral numbering throughout.

P. 104 – Deletion of Form VI Additional Information.

EXCEPTIONS TO RFP

Please note any exceptions you have to the RFP in **Form K**, Table of Exceptions. If any RFP changes are made as a result of additional review prior to the submission deadline, the City will issue additional Addenda. Noted exception(s) on Form K may be considered and negotiated prior to contract award.

RESPONSES TO SUBMITTED QUESTIONS AND REQUESTS FOR CLARIFICATION

- Q1. Per RFP (starting page 11), Section IV Proposal Content and Format, the instructions and list of forms do not correspond to the sequence, naming, or content of the forms included within the RFP. Especially note that the Instructions starting on page 11 do not mention the fee proposal. In order to respond fully to the RFP, the forms provided seem to address most/all of the content requirements, but proceeding with the forms provided otherwise conflicts with the requirement to "include all of the required contents of each Part, in the sequence specified." Please provide the correct forms or otherwise advise regarding content, order, and instructions.
 - A1. Section IV has been updated to correctly reflect the form titles and sequencing, as shown in Addendum 1 and highlighted above and below:
 - 1. Proposal Form Form A
 - 2. Previous Experience Form Form B
 - 3. Proposer's Qualifications Statement Form C
 - 4. Price Proposal Amount Form D
 - 5. Insurance Requirements Affidavit Form E
 - 6. Disclosure Campaign Finance Ordinance Form F
 - 7. Public Records Exempt Information Form G
 - 8. Proposer's Non-collusion Affidavit Form H
 - 9. Proposal Attachment(s) Form I
 - 10. Addenda Acknowledgement Form J
 - 11. Table of Exceptions Form K
- Q2. Depending on the response to the above request for clarification regarding contents (#1), please clarify whether D. Proposal Retention requires some kind of statement within the proposal, or if it is instruction only.
 - A2. Section D Proposal Retention as identified on page 15 is instructional only.
- Q3. Depending on the response to the above request for clarification regarding contents (#1), please clarify recommended numeration of required forms, for example:
 - Form G: VI. Public Records Exempt Information is followed by VI. Additional Information; it is unclear whether the 'additional information' pertains to the question of public records.
 - Form H: VII. Proposer's Non Collusion Affidavit is followed by VII. Attachments; these attachments don't seem to be related to the affidavit.
 - A3. See A1.

- Q4. There appear to be contradictory statements under IV. Proposal Content and Format; A. Proposal Forms pages 11-12). Please clarify whether the forms may be modified with "interlineations, alterations, and erasures" or if they may not be modified in any way. OR are "interlineations, alterations, and erasures" referring to Proposer's content? These are the statements in question:
 - The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms. VERSUS
 - The Proposer must not modify or qualify the Proposal Forms in any manner.
 Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.
 - A4. See Addendum to RFP, Page 12-13, Section IV.A Proposal Forms. Clarification of the submission details in paragraph 4 and revisions to paragraphs 8 and 9 to read as follows:

If the Proposer makes any interlineations, alterations, and erasures to the responses Proposer provides the Proposal Forms (the "Changes"), the Proposer must place initials next to all such Changes so that the City can verify that such Changes were made by the Proposer.

For avoidance of doubt, Proposers must use Form K - Table of Exceptions (see Section III.B, hereinabove), to identify any Proposer exceptions to the RFP, Exhibits, Proposal Forms or Appendices. Other than providing responses, The Proposers must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

- Q5. RFP states (on page 12), "1. Proposal for City of Glendale—Form A: The Proposal shall be signed by an individual authorized to bind the Proposer and shall state that the proposal is a firm offer for a 120-day period" whereas Form A on itself includes (on page 75), "I. This Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following City's opening of all Proposals." Please confirm the period for the firm offer. If it is 120 days, please provide a corrected form or otherwise advise how to modify the form while adhering to requirements.
 - A5. Form A Proposal, page 75, has been amended to reflect the 120-day period.
- Q6. The sample contract appears to have indemnification and liability language appropriate for a contract for construction rather than for professional services. Will you consider modifications to the contract to represent the services to be provided for this master plan project? If so, should any such 'exclusions and qualifications' be presented here, as a request for clarification, or with the proposal submission?
 - A6. The indemnity and liability provisions in Section 12 of the Sample Professional Services Agreement are designed to apply to architects, engineers, designers and other licensed professionals, not construction contractors. Any objections, questions or exceptions to the terms and provisions in the Sample Professional Services Agreement shall be set forth in Form K.
- Q7. Is the City willing to waive strict adherence to the insurance provisions for

subconsultants if the variations are minor and the subconsultant can demonstrate they have the types of coverage and can meet the limits?

- A7. It depends on the variations. Accordingly, any objections, questions or exceptions to the terms and provisions in the Sample Professional Services Agreement shall be set forth in Form K.
- Q8. Is the city willing to waive the requirement for subconsultants to submit a full copy of the professional liability policy if they can demonstrate they have reasonable coverage limits on an insurance certificate?
 - A8. Please refer to response A7.
- Q9. Is the City willing to follow CA Civil Code 3320 which requires project owners to pay prime contractors on public works projects within 30 days of invoice?
 - A9. Yes, the City complies with the California Civil Code section 3320.
- Q10. Is the City willing to waive strict adherence to the insurance provisions for subconsultants if the variations are minor and the subconsultant can demonstrate they have the types of coverage and can meet the limits?
 - A10. See Response to Q7 herein above.
- Q11. Subtask 2.3.3 asks for "up to three construction ready design alternatives per wash segment". Is "construction ready" as intended here indicating high level conceptual design utilizing reasonable assumptions deduced from the analysis of existing conditions? Or are projects developed as a part of this subtask to be prepared for construction including permit drawings, full structural and civil engineering and coordination with a topographic survey?
 - Related; Is a topographic survey available for the wash for use in the development of construction ready projects under subtask 2.3.3 or should the team include a topographic survey as a part of the scope of services?
 - Related; For construction ready designs is structural engineering for any new bridges expected as a part of the scope of work for the Master Plan or would that be in subsequent phases of work?
 - A11. The RFP has been amended to clarify that up to three design alternatives (where practical and feasible to do so) shall be provided for each segment of the Verdugo Wash, one of which will be selected to be finalized into a construction-ready design for the next phase of the project. See edited pages 29-30 of the RFP Subtask 2.3.3 Design Alternatives.

 Yes, a topographic survey will be available. There are currently no new bridges proposed that would traverse the Wash. If any new bridges would be proposed, those would be handled in a subsequent phase of work.
- Q12. If a topographic survey/budget for permitting and structural review is not available or expected as a part of the Master Plan, can we assume that any construction ready projects are "pop-up" in nature and projects requiring additional permit drawings (i.e. caps, bridges, or alterations to the channel or surrounding ROW etc.) will be separate from this contract as a subsequent project\\

- A12. Any construction drawings would be executed in future phases. The entire project is not intended to be construction-ready at this phase, but as part of the process, segments will be identified to advance to construction ready drawings, with other segments to be done in subsequent phases. See A11 and updated language in Subtask 2.3.3 Design Alternatives.
- Q13. Is the team that completed the Visioning Report (Buro Happold and melk) conflicted out from proposing for this scope of work in this RFP?
 - A13. No, the Visioning Report consultant is not conflicted out from submitting for the Verdugo Wash Master Plan RFP.
- Q14. Is there a budget or fee that has been identified for this master plan scope of work?

 A14. No.
- Q15. Does the master plan scope of work have a preliminary schedule outlined?
 - A15. No. The schedule would be developed with the selected consultant.
- Q16. Is CEQA under the umbrella of this contract or will that take place after this scope of work?
 - A16. CEQA is included in the Scope of Work (Task 7) and is under the umbrella of the professional service agreement.
- Q17. Is the winning team of this proposal able to submit on the next scope of work the permitting plans?
 - A17. Yes.
- Q18. Under this contract, has the City of Glendale identified any small or local business % goals?
 - A18. No, not at this time.
- Q19. Is there a budget established for professional services fees for the Master Plan scope of work? If so, can the City share this information with the proposers?
 - A19. The City has received funding from various State agencies and sources for this next phase up to \$6,000,000, so the overall dollar amount should not exceed this amount.
- Q20. Have any funds been allocated for construction implementation of the Master Plan? If so, can the City share what funding has been secured?
 - A20. Not at this time. The goal is to advance the project far enough in this phase to be eligible for various sources of funding.
- Q21. Task 2.1 indicates the design team will review all available data and identify data gap

needs. Will the City provide additional survey field work as identified by the design team, or should the proposing team include an allowance for a surveyor to augment existing available data?

- A21. If additional work is needed, the design team should identify those needs and include them in their proposal.
- Q22. Task 2 and Task 5 refer to construction-ready design alternatives and technical alternatives. Please clarify what the City intends the work product to be "construction ready." For instance, does the City anticipate providing 100% Construction Documents including technical detailing and technical specifications for each of the three preliminary (Task 2) and two final alternatives (Task 5)?
 - A22. Task 2 and Task 5 have been clarified in the updated language for Task 2.3.3 Design Alternatives and Task 5.1 Updated Master Plan Framework, bullet 3. The alternatives developed under Task 2 will be of a schematic and conceptual level, but with some level of technical feasibility so that the alternative can be evaluated. As part of the process, the City and the design team will identify segments that could be advanced to the next phase of construction-ready documents. This would be for only the selected alternative, not for all three. It is not anticipated that construction-ready will apply to the full length of the wash.
- Q23. In reference to the "construction ready" scope of work, should the design team include a geotechnical engineer to conduct a full geotechnical analysis and report for the prioritized southern portion of the Verdugo Wash located between Confluence Park/Los Angeles River and the Oakmont Country Club/Debris Basin per 2.3.3? Or does the City anticipate that desktop reviews of existing geotechnical reports will be sufficient?
 - A23. Yes, the design team should include a geotechnical engineer for Task 2.3.3.
- Q24. Form B: Please provide the number of public entity contracts in California as well the number of years prior to this RFP deadline required by the City for this proposal.
 - A24. The City does not have a required number of contracts or years to be eligible for this contract.
- Q25 Form A: Does this need to be completed and require a notary signature for all subconsultants or only the Prime consultant with contract signing authority?
 - A25. Form A Proposal is to be executed by the Proposer. See Section 5.3 of the PSA entitled "Use of Agents or Assistants", which reads:
 - "5.3. Use of Agents or Assistants. With CITY's prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities ("Subconsultants") that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT's duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed, or the expenses incurred by the Subconsultants are chargeable

- directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT."
- Q26. Form C: Please confirm Form C is only needed to be completed by the Prime consultant.
 - A26. Form C Proposer's Qualifications Statement is to be executed by the Proposer. Per Section 5.3 of the PSA. Consultant (Proposer) is responsible for performance of its subconsultants. Subconsultants must indemnify the City per PSA Section 12 entitled "Indemnity".
- Q27. Please confirm that all supporting documentation upon which proposers will be evaluated as outlined on page 14, "Basis for Award and Evaluation Criteria," should be included as attachments per section VII. ATTACHMENTS, page 101.
 - A27. Yes. See Response A1.
- Q28. Subtask 2.3.3 Design Alternatives: "Prepare up to three construction-ready design alternatives per wash segment and phasing recommendations for each design". Can we assume a schematic design level for the alternatives in this phase?
 - A28. Yes, only one alternative will be advanced to construction ready. The other alternatives will advance only to schematic. See updated language for Subtask 2.3.3.
- Q29. Task 5.2 Transportation Study: What software does the city use for its traffic model? Will the City be able to share the entire model with the consultant team so that they can use it without using City computers?
 - A29. At this time, the intention is to have the consultant provide inputs to City staff or have the consultant team use the City's computers to run the traffic model.
- Q30. In what formats should we expect to receive topographic, layout, and utility information?
 - A30. A digital format will be provided, using AutoCAD and ArcGIS.
- Q31. Should ecology surveys of habitats and/or species be included within the scope (and corresponding fees) to collate an updated baseline (subtask 2.2.1) and to inform targeting species/ planting types (subtask 2.3.6)? Or is there existing baseline information available that can be provided?
 - A31. The Verdugo Wash Visioning document includes limited information and additional surveys may be required.

 https://www.verdugowash.com/files/ugd/8b0bce/4ac6f452dd7246c78e7b3c3bb641832a.pdf
- Q32. Can the base maps be produced in QGIS or do they specifically have to be through ArcGIS?
 - A32. The base maps are to be produced in ArcGIS.

- Q33. Regarding Task 7 does the city anticipate an EIR would be the appropriate level of CEQA review for the master plan?
 - A33. Yes, the City anticipates preparation of an EIR.
- Q34. Is the Written Proposal an attachment to the project forms?
 - A34. Yes, the Written Proposal is an attachment to the project forms.
- Q35. For Form B, "Experience Minimum Qualifications", is it permissible to list public entity contracts from projects outside of California? Also, do all of the projects listed need to be the work of the prime consultant, or is it acceptable to include a relevant project performed by a subconsultant?
 - A35. The language of Form B has been updated. Experience is not limited to California and projects outside of California are acceptable. Projects performed by a subconsultant may be submitted for consideration.
- Q36. Does the City have a target duration of work for the Master Planning effort?
 - A36. The schedule will be determined between the selected consultant and the City.
- Q37. On page 22 of the RFP it states: "The focus of the Master Plan process is to create construction-ready design alternative." Likewise, on page 27, section 2.3.3, the scope of work calls for "three construction-ready design alternatives per wash segment." Can you clarify how you are defining construction-ready? What level of documentation is the client requesting for final Master Plan design alternatives?
 - A37. See clarifications and updated language on pages 26 and 30-31 for Subtask 23.3 Design Alternatives. The focus of the Master Plan process is to create up to three design alternatives, one of which will be selected to be finalized into a construction-ready design for the next phase of the project.
- Q38. Does a firm's role in developing the master plan preclude them from providing Final Design services (SD > CO) at a future date?
 - A38. No. See A17.
- Q39. Is there an opportunity for Final Design services to be provided as an Additional Service to this contract?
 - A39. Final design services for construction documents will be a separate RFP and contract.
- Q40. How recent and complete are the City's existing conditions records noted in Task 2.1? Should proposers provide a budget line item for supplemental aerial surveying?
 - A40. If necessary, City staff can conduct aerial surveys with drones to provide additional background information.

- Q41. Has the City established a budget for consultant services for this effort?
 - A41. No. See A14.
- Q42. Is there a page limit for the proposal forms Attachment VIII for the additional information section?
 - A42. Additional information from the consultant regarding background, projects and resumes should not exceed 75 pages.
- Q43. Is the prior selected team for the Verdugo pre-design Visioning Report precluded from pursuing the Verdugo Wash Master Plan RFP?
 - A43. No. See A13.
- Q44. Can you share the challenges from the prior visioning plan?
 - A44. Community engagement will be one of the most anticipated challenges. Ensuring that the design meets the needs of each distinct neighborhood impacted by the Verdugo Wash Master Plan will be essential in addressing their concerns.
- Q45. Please clarify what a "Construction Ready Design-Alternative" means on page 22?
 - A45. See updated language for Task 2.3.3, and A11, A12. A preferred alternative will be selected by the City and consultant to be advanced into construction documentation.
- Q46. What is the intent of the Master Plan after the Vision Plan?
 - A46. To identify and design segments that can advance to permitting stage, while also establishing a plan to pursue funding sources that render the Project developable.
- Q47. Is there an anticipated schedule for Outreach and Development of the Master Plan?
 - A47. There is no anticipated schedule for development of the Verdugo Wash Master Plan. The selected proposer would design the outreach efforts would be developed with the City. Those efforts should include, but are not limited to, developing a detailed outreach schedule, formation of committees, and other working groups, as necessary to ensure active and transparent public engagement generally, with neighboring property owners and stakeholder groups, such as home owners associations, societies, and other community groups..
- Q48. What are the funding sources for this Master Plan? What is the amount?
 - A48. The City has received funding from various State agencies and sources for this next phase up to \$6,000,000, so the overall dollar amount should not exceed this amount. See A19.
- Q49. Will the winning team of the Master Plan be precluded from future phases?

- A49. No. See A17 and 38.
- Q50. Page 20 refers to developing a "well-crafted design." What is the specific level of design requested for this project?
 - A50. A baseline design level will be decided between the Consultant and the City, but ideally a design that can lead to construction documentation, including identification of at least one segment to move forward into construction documentation phase as part of this process. See updated language for Subtask 2.3.3 and Task 5.1.
- Q51. Page 22. What is specifically meant by "construction-ready" design alternatives? What level of design is expected?
 - A51. The preferred alternative should be ready to advance to construction documentation. See A11, 12, updated language for Subtask 2.3.3 and Task 5.1.
- A52 Page 27. What is the specific timeframe expected for the "quick build" segment? What are the specific budget constraints related to the "smaller budget" alternative for the lower 7-mile quick build alternative?
 - A52. No time frame has been established. A proposed schedule should be identified as part of the scope or level of detail for a proposed quick build alternative.
- Q53. Page 27. "Consultant may propose alternative segments and phases" opens up the proposal to an indefinite scope. Should we assume a specific number of alternative segments and phases for budget purposes?
 - Q53. The RFP responses may present alternative segments and phases that make practical sense and are reasonable. The project will seek to develop a phased approach to construction, and some locations due to various constraints will likely limit the number of alternatives that are possible. Only one alternative will advance to the construction ready phase.
- Q54. Page 27 states requirements for design alternatives that are consistent with developing construction drawings, yet Page 21 refers to developing a plan that is flexible enough to various needs as they change over time. Typically, development of a master plan is a precursor to developing construction drawings as flexibility is diminished as the design development progresses. What is the specific level of design expected for the project?
 - Q54. Flexibility is intended to mean that if funding sources change in the future, that the plan is flexible enough to adapt in scale and still be a viable and successful project if the scope must be reduced or modified.
- Q55. Are there any page restrictions for additional attachments?
 - A55. The background material (previous projects, resumes, etc.) should not exceed 75 pages. See A53.

- Q56. Are there any specific additional attachments that are required to ensure the proposal is responsive?
 - A56. No.
- Q57. The scoring items on page 14 include criteria that would require reviewing information not found in Forms A-H. Will information provided under "VII. ATTACHMENTS" be reviewed and included in the score for the proposal?
 - Q57. Yes, scoring will be based on the entire submittal, including any attachments.
- Q58. In addition to completing the required Proposal Forms, is it possible to submit resumes, project sheets and a project approach as a separate booklet? If so, is there a limit on the amount or page count that we may include?
 - A58. Yes, a separate booklet of resumes, project sheets, etc. may be submitted, though please limit supplementary background information to 75 pages.
- Q59. On Form B, can you please clarify the number of projects and within how many years should be submitted? Can these be submitted as an attachment?
 - A59. There is no specified number of projects or timeframe, though projects should be relevant and comparable to the Verdugo Wash scope and cost. Supplementary information and a portfolio of work may be submitted as an attachment (limited to 75 pages).
- Q60. Please define Construction Plan and Operations and Maintenance Plan. Is this a construction document or a phasing plan with ideas on partnerships for operations and maintenance?
 - A60. Please see updated language for Task 5.3. Conceptual construction plan refers to the proposed phasing of implementation. Proposed Operations and Maintenance Plan would include a proper analysis on maintenance, policing, and partnerships that would work with the City to identify anticipated costs and responsibilities.
- Q61. "The focus of the Master Plan process is to create construction-ready design alternative; and assess the impact and constructability of the Verdugo Wash linear park, including the infrastructure needed to access the Wash." Could you please clarify the term construction-ready?
 - A61. A selected alternative that is ready to advance to construction documentation.
- Q62. Can you please clarify what is expected in terms of the design alternatives mentioned?
 - A62. The City is requesting up to three schematic designs for each Verdugo Wash Segment, and the City and consultant will decide on the preferred alternative to advance to the next phase of construction ready documentation. See A11, 12.
- Q63. Regarding task 5.1 "Each design alternative and segment should be refined and narrowed down to two technical alternatives per segment." Is this for three segments?

Has this been defined?

- A63. Please see updated language for Task 5.1. Segments will be defined by the consultant and the City. There may be locations where multiple alternatives are not possible.
- Q64. Has a budget for the project been defined?

A64. No.

- Q65. When is the desired completion date?
 - A65. The schedule is to be determined based on proposals and developing a final schedule with the City.
- Q66. The RFP refers to "construction ready" projects and alternatives. This could be interpreted very differently. Please clarify what level of Construction Drawing the city is expecting.
 - A66. See A 11, 12, and updated language for Subtask 2.3.3. The final package should be ready to advance to construction documentation, with an identified segment to move into construction documentation as part of this phase.
- Q67. Please clarify if Task 5.3 is referring to a construction plan for a quick-build of a segment along the study corridor or the entire project corridor.
 - A67. The segments will be identified by the consultant in consultation with the City. There are preliminary segments identified in the Visioning plan for reference.
- Q68. The RFP refers to wash "segments." Are these segments predetermined by the Visioning Plan or otherwise? Or, is the definition of a segment to be determined by the consultant?
 - A68. The segments will be identified by the consultant in consultation with the City. There are preliminary segments identified in the Visioning plan for reference.
- Q69. The RFP references a Construction Management Plan. What construction project would this Plan apply to? Just the quick build areas, or a wider area?
 - A69. The Conceptual Construction Management Plan refers to the proposed phasing plan for the Verdugo Wash Master Plan implementation. See Task 5.3 Conceptual Construction Plan and Proposed Operations and Maintenance Plan.
- Q70. Can the City elaborate on a general timeline you are expecting for the completion of the project?
 - A70. The schedule is to be determined based on proposals and developing a final schedule with the City.
- Q71. Will the City provide background GIS data associated with the Visioning Plan?

- A71. Yes, the City can provide background GIS data as was used in the Visioning Plan.
- Q72. What consultant services does the City anticipate the team needing?
 - A72. This is determined by the scope of work and the team composition.
- Q73. Is a geotechnical report needed?

A73. Yes.

Q74. Would participating in the master plan preclude any team members from pursuing future projects the master plan outlines?

A74. No.

Q75. What level of investment would be dedicated to public art? Would this project fall under the Urban Art Program?

https://www.glendaleca.gov/government/departments/community-development/planning/city-wide-plans/urban-art

- A75. Investment in public art would be determined from this plan, but it should be viewed as an integral part, and well-integrated as part of the design and engineering.
- Q76. What background information/ documents will the City provide at the start of the project?
 - A76The City can provide topographic, zoning, utilities, infrastructure, socio-economic, transportation, and existing conditions information, as well as aerial documentation
- Q77. Is there a preferred scale and intervals for the existing condition plan and section analysis?

A77. No.

- Q78. Define "construction-ready" design alternatives in sub-task 2.3.3? (3) sets of D's for consideration?
 - A78. See A11, 12, and updated language in Subtask 2.3.3. The final package should be ready to advance to construction documentation, with an identified segment to move into construction documentation as part of this phase.
- Q79. Is there a ballpark budget for this effort?
 - A79. The City has received State funding and continues to seek and identify new sources.
- Q80. Please confirm the format of the proposal, beyond the required forms?

- A80. No required format specified.
- Q81. Does the City anticipate artists to be selected for identified projects in the public art master plan?
 - A81. TBD. The City may bring in additional public art resources in addition to this contract to assist.
- Q82. Does the City anticipate some finished public artworks would be completed and installed under the scope of work for the public art component?
 - A82. No. Public art will not be completed as part of this phase rather the scope of work calls for development of a public art plan.
- Q83. Task 5.2 discusses preparation of a traffic study for use in the CEQA analysis. Can the City clarify if parking lots are expected to be included in the project that might draw VMT to the site, or will that be subject to preparation of the Master Plan?
 - A83. This will be subject to the Master Plan. There are several locations along the route with existing parking lots.
- Q84. The RFP states existing aerials, topographic contours and utility infrastructure information is available upon request and an initial delivery for Task 2.1 is to identify needed data. Will the city provide any additionally agreed upon data that may not be initially available?

A84. Yes.

Q85. Does participation in the development of the Master Plan preclude any or all members of the team from participation in future phases of the Verdugo Wash project?

A85. No.

Q86. Is the intent of the City of Glendale to provide an updated Schedule Events for the remaining steps following submission of the RFP on January 25, 2024.

A86. The deadline will be extended to **April 15**, **2024**.

Regards,

BRADLEY CALVERT, AICP

Director of Community Development

Vilia Zemaitaitis, AICP

lilia Zmaitaitio

Deputy Director of Community Development