

REQUEST FOR PROPOSAL (RFP) PROFESSIONAL SERVICES

Issue Date: April 8, 2013

RFP# MCINTIRE EAST DESIGN/13-76

Title: EAST MCINTIRE PARK DESIGN SERVICES



Issuing Agency:	Department and/or Location Where Work Will Be Performed:
City of Charlottesville Procurement and Risk Management 325 4 th St NW Charlottesville, VA 22903	City of Charlottesville Parks and Recreation 120 7 th St. NE Charlottesville, VA 22903

Sealed Proposals Will Be Received Until **2:00 p.m. EST on May 8, 2013** For Furnishing The Goods/Services Described Herein. Proposals received after the announced time and date for receipt remain unopened. **No telephoned, faxed, or emailed proposals will be considered.**

The face of the envelope or shipping container shall be clearly marked in the lower left hand corner as follows:

RFP#:	RFP# MCINTIRE EAST DESIGN/13-76
TITLE:	East McIntire Park Design Services
PROPOSAL DUE:	May 8, 2013

All Inquiries For Information Should Submitted in Writing and Be Directed To: Crystal L. Weller, CPPB, VCO, Procurement Supervisor, at purchasing@charlottesville.org or by Fax: (434) 970-3069.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

City of Charlottesville
Procurement and Risk Management Services
Division
City Warehouse
325 4th St., NW
Charlottesville, VA 22903

OFFERORS HAND DELIVERING PROPOSALS SHOULD GO TO WWW.CHARLOTTESVILLE.ORG/PURCHASING, CLICK ON BIDS AND PROPOSALS TO OBTAIN A MAP FOR CITY VISITOR PARKING LOCATION.

TO RECEIVE A COMPLETE REQUEST FOR PROPOSAL
PACKAGE, PLEASE VISIT OUR WEBPAGE AT
WWW.CHARLOTTESVILLE.ORG/PURCHASING
AND CLICK ON BIDS AND PROPOSALS.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified landscape architectural firms or other firms with landscape architecture as a discipline to develop for the City a design informed by the Adopted Master Plan for the portion of McIntire Park east of the Norfolk Southern Railway. The Master Plan is illustrative of intent. Final configurations, exact locations, sized and components of use areas will be confirmed during site design. The limits of uses shown may be slightly modified. The design work requested is not to be construed however as re-master planning the park.
- II. **BACKGROUND:** The City adopted a Master Plan for the east side of McIntire Park in September of 2012. This followed a year-long community master planning process following the City's adopted Park Master Planning Process (Attachment B). The direction of City Council was for staff to engage a landscape architecture firm to produce a final design for the park consistent with the Master Plan, and to develop a design that may be implemented in phases over time. The only portions of the Master Plan not included in this effort is the design and development of the Skate Park, the components of the Dogwood Vietnam Memorial, and the Bike/Pedestrian Bridge traversing the railroad near the skate park. These efforts will be managed independently of this scope of work.
- III. **STATEMENT OF NEEDS:**
An aerial photo of the portion of the park in question can be found in Attachment A, and a copy of the adopted Master Plan Graphic see Attachment C and McIntire Park East Final Report is included as Attachment D.

- A. The general scope of work is to include, but not be limited to, the following:

GENERALLY

Attend and provide both direct and support roles at all necessary meetings during all phases of the design process. Present designs to appropriate individuals, boards and/or groups, including City staff, the McIntire Botanical Garden, Inc., the Parks and Recreation Advisory Board, the Department of Neighborhood Development Services (NDS), Planning Commission, City Council, and any others as may be necessary.

Prepare cost estimates and value engineering at each stage of the plan development process; at the schematic, design development and construction documents phases. Engage an independent third party professional cost estimating firm to provide estimates.

Offeror will be required to attend no less than four (4) stakeholder review meetings throughout the process. Offerors are asked to provide a per meeting cost for all additional stakeholder review meetings.

SCHEMATIC DESIGN PHASE

Prepare multiple preliminary designs, outline specifications and budget cost estimates which shall include locations for elements identified in the Master Plan, to include the primary park elements, parking, a family activity center, botanical garden core area, trails and passive areas shown on the Master Plan.

Perform grading, drainage, storm water management and similar design services for each preliminary design option and required to complete the improvements shown in the park Master Plan and facilitation of the preferred schematic selection.

Study neighborhood traffic patterns and site accessibility restrictions and make recommendations for changes and or modifications to facilitate vehicular and pedestrian access to the site from the north (along Melbourne Road), as well as emergency vehicle access.

Prepare total project schedule from schematic design through construction and provide a phasing plan that allows for project implementation in accordance with the Master Plan.

Approval by the City of the preferred Schematic Design will be required prior to proceeding to the Design Development Phase.

DESIGN DEVELOPMENT PHASE

Determine ADA requirements and provide necessary recommendations for full compliance with current regulations.

Identify structural design, systems, components, security and finish considerations to provide facilities the ability to withstand and function during and after natural disasters such as hurricane, earthquake, tornado and other natural disasters.

Identify, anchor and locate all functional areas for facilities that would be constructed by the City under separate contract including but not limited to, parking areas, building foot prints, playgrounds, picnic shelters, trails of various types, entrance features or areas, preservation or natural areas, garden areas and water features.

Approval by the City of the final Design Development will be required prior to proceeding to the Construction Documents Phase.

CONSTRUCTION DOCUMENTS PHASE

Based on approval received from the Design Development phase of the work, the A/E will prepare all Construction Documents for site works, grading, storm water management, landscape and the construction of basic improvements such as utilities lay out and routing, building pads, earth work, trails, parking, trails, access points, walkways and other components as mutually agreed to that will provide access throughout the park. A final cost estimate base on project build out shall also be submitted as part of this phase. All drawings shall be submitted using AUTOCAD 14 or later releases.

Prepare operational staffing, maintenance and resource level estimates required to operate each phase of development.

The A/E shall assist the City with services during bidding, including the evaluation of construction bids and responding to questions in writing during the bidding period.

B. **QUALIFICATIONS:** The work under this RFP for improvements and renovations to McIntire Park will require expertise in the following disciplines:

- a. **Park Planning:** The A/E team shall have a strong foundation and extensive experience in Park Master Planning principles representative of best practices for the profession; having the ability to creatively analyze the needs of the user and express full comprehension of the adopted Master Plan for McIntire Park, which may include the expansion of botanical garden uses within passive areas shown on the Master Plan.
- b. **Landscape Architecture Design:** The A/E team shall have a strong foundation in landscape architectural design and management principles representative of best practices for the profession; have a proven ability to creatively design projects that meet the operational, construction and cost objectives; and have the ability to coordinate and manage all participating consultants and sub-consultants associated with the project including all of the following:

Landscape Architecture: Including, but not limited to:

Site planning
Planting design
Grading for aesthetics and drainage
Topographic design for aesthetics, screening, etc
Pedestrian & bicycle access and wayfinding design
Design of exterior common spaces
The ability to coordinate design efforts for the project to implement the adopted Master Plan
Stormwater management design
Engineering complying with VDOT standards as well as parking lot design compatible with the movement of large firefighting apparatus.
Cultural, historical and environmental interpretive services

- i. **Environmental Site Assessment Report:** Report on all findings and recommendations contained in any existing Environmental Site Assessment Reports to be provided by the Owner.

- ii. **Utilities Design:** Including, but not limited to – design and engineering for complete installation of all required utilities for the proposed facilities including the design of energy efficient systems.
 - c. **Construction Cost Estimating:** Including, but not limited to, the proven ability to provide accurate ongoing estimated construction costs as specified in the City’s standard A/E contract; the proven ability to provide an accurate final detailed unit cost estimate. The understanding and ability to take into account the Charlottesville construction market and escalation factors.
 - d. **Construction Administration:** While not required the offerors must demonstrate the proven ability to provide ongoing construction administration for projects; the proven ability to specify and provide timely advice as related to third party testing, commissioning, etc. in order to demonstrate the successful implementation of prior designs.
 - e. **Other Disciplines:** as required for complete and successful project completion.
- C. The selected firm will be required to:
- a. Establish a project approach, project design schedule, communication network, etc. and perform all other duties required of the architect
 - b. Consult with City staff, investigate; and, become very familiar with all of the requirements of the project and summarize those findings in a report to the City.
 - c. Perform the Preliminary (schematic) Design phase of the work.
 - d. Perform the Design Development phase of the work.
 - e. Perform the Design for Construction Documents (CDs) phase of the work.
 - f. Perform the Final Construction Cost Estimate phase of the work.
 - g. Provide all necessary design revisions and or modifications.
 - h. Provide all of the above on, or around, the dates specified elsewhere herein.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and seven (9) copies of each proposal along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format must be submitted to the City as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the City of Charlottesville requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
 - g. All costs of proposal preparation and presentation shall be borne by each offeror. The City is not liable for any cost incurred by the offeror prior to issuance of a contract.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.
- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:
1. Section 1 – Methodology/Specific Plan: Provide a description of methodology of the offerors design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria. Provide a specific plan for providing the service including: 1) what, when and how the service will be performed, 2) list of proposed equipment/goods/etc. including operational parameters, illustrations, etc., and 3) time frame for completion.
 2. Section 2 – Experience: a written narrative to include:

- Provide a portfolio which illustrates the offerors experience on projects of similar size, type, and/or scope; include schematic, design and construction document examples, photos of the completed project, if available, and a brief description of the project including relevant design details. For each member of the proposer's team, provide a detailed outline of the role played in each previous project and whether the team member was as a project lead or a subcontractor. Describe whether the construction met targeted budget, schedule, and design goals and, if not, provide explanation as to why.

3. Section 3 – Qualifications: a written narrative to include:

- Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
- Indicate your ability to partner with firm(s) for local representation during the design and construction phases of the work.
- Resumes of staff to be assigned to the project. The resumes must specifically describe their training, certification levels, and experience.
- References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced. **See Attachment C - Offeror Data Sheet.**
- Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- Ability & Availability to Perform: The size of a firm, its geographic proximity to the City, and the offeror(s)' established relationships within the Charlottesville region construction industry will also be considered by the evaluation committee.

4. Section 4 - Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- **Attachment A – Signature Sheet**
- **Attachment B – State Corporation Commission Form**
- **Attachment D - Certification of No Collusion**
- **Attachment E – Proprietary/Confidential Information Identification**
- Insurance: See General Terms and Conditions Section. Insurance for required coverages and limits.

V. EVALUATION AND AWARD CRITERIA: This section is in two parts. The first part, "Evaluation Criteria," explains how the proposals will be evaluated. The second part is the "Award of Contract" clause that states how the award will be made.

A. EVALUATION CRITERIA: Proposals shall be evaluated by the City of Charlottesville using the following criteria:

1. Ability & Method to Perform. The ability, capacity, and skill of the individual or firm to perform the work described herein in a manner consistent with City goals and standards. Familiarity with the Sustainable Sites Initiative shall be considered. This should be addressed in *Part 1 - Methodology* portion of the proposal. 25% of total criteria score.
2. Experience. The quality of past performance on previous contracts of similar size, type, and scope. This should be addressed in the *Part 2 – Portfolio* portion of the proposal. 30% total evaluation score.
3. Staffing. The ability, experience, and continuity of the proposed staff, consultants, and sub-consultants to be assigned to the project including the capability of the required staff, consultants, and sub-consultants to

perform the services needed. This should be addressed in *Part 4 - Staffing* portion of the proposal. 20% of the total evaluation score

4. Quality of References. Satisfaction of former clients such as the offerors: creativity in problem solving; management (including the ability to complete the design work within prescribed budget and schedule constraints); accuracy of construction estimates (receipt of construction bids within budget); quality and accuracy of construction documents; and, expertise in construction administration. This should be addressed in *Part 3 – References* of the proposal. 15% of the total evaluation score.
5. Strength of Overall Proposal. Overall quality of proposal submitted that specifically addresses the City's Request for Proposals including the basic approach and understanding of the City's objectives. This will be a component of the overall proposal. 10% of the total evaluation score.

- B. AWARD OF CONTRACT: Procurement of professional services. The City of Charlottesville shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the City Manager or Purchasing Agent determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

VI. REPORTING AND DELIVERY INSTRUCTIONS: OMITTED.

VII. PREPROPOSAL CONFERENCE: No preproposal conference is scheduled.

VIII. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Charlottesville will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Charlottesville has purchased or uses any of its products or services, and the contractor shall not include the City of Charlottesville in any client list in advertising and promotional materials, unless the contractor has been given written permission by a city representative who is authorized to sign on behalf of the city.
- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the bid board located in the Purchasing Department.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offers certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the

funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia* 2.2.4343.1E).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
 1. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there 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 and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.
- D. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- E. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
- F. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.
- G. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- H. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- I. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- J. PROPOSAL ACCEPTANCE: Proposals must be submitted by the date and time stated in this solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal

opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal.

- K. **PROPOSAL ACCEPTANCE PERIOD:** Each proposal submitted must be and remain valid for a period of at least sixty (60) days from opening date.
- L. **BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding or submitting an offer, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non registered vendor. Go to www.charlottesville.org/purchasing to register. Complete instructions are included on the vendor registration page.
- M. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than ten percent (10%) of the amount of the contract without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
 2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.
- N. **CLARIFICATION OF TERMS:** The City will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Division and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to the Procurement and Risk Management Division no fewer than seven (7) work days prior to the proposal opening date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

- O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for proposals, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.
- P. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).
- Q. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- S. DESIGNATED PERSONNEL: The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the City's sole discretion.
- T. DRUG-FREE WORKPLACE CLAUSE: During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- U. ETHICS IN PUBLIC CONTRACTING: Per *Code of Virginia*, 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- V. HEADINGS: Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.

- W. IDLING REDUCTION REQUIREMENT: Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Charlottesville, the Contractor certifies that 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.
- Y. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Charlottesville is closed for business at the time scheduled for proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Z. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- AA. INSURANCE: By signing and submitting a bid under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees agents and volunteers must be named as an additional insured and so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
 - e. Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the City. Upon execution of this Agreement, Offeror shall provide the City with a certificate of insurance, or other written documentation satisfactory to the City in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offerorr shall immediately (within one business day) notify the City. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Offeror and without penalty to the City.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the bidder's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Offeror shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability Coverage. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this contract, and the City shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Offeror agrees to release and discharge the City of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

Right to Revise or Reject: The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

BB. OSHA STANDARDS: All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

CC. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the City to

the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

DD. PAYMENT:

1. To Prime Contractor:

- a. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- b. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a city department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

EE. PAYMENT TERMS: Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable.

FF. PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

GG. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

HH. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the City's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire proposal submission as being "confidential" shall not be sufficient to invoke the protections referenced above.

II. QUALIFICATIONS OF OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

JJ. RIGHT TO ACCEPT OR REJECT OFFERORS: The City reserves the right to accept or reject any or all proposals in whole or in part.

KK. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon

conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

LL. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offeror are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.**

MM. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

NN. TAXES: Include only taxes applicable to the project in this proposal. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.

OO. TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

PP. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

QQ. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

RR. The terms and conditions set forth above within this Request for Proposals shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

IX. SPECIAL TERMS AND CONDITIONS:

A. CANCELLATION OF CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

- X. METHOD OF PAYMENT: Propose when payment will be made, i.e., monthly, quarterly, completion of project, etc. In addition, specify when invoices will be submitted, i.e., by the 10th of the month following the month services were rendered, progress payments, upon completion of project, etc.

XI. ATTACHMENTS:

ATTACHMENT A	Aerial Photo
ATTACHMENT B	Park Master Planning Process
ATTACHMENT C	Master Plan Graphic
ATTACHMENT D	McIntire Park McIntire Park East Final Report
ATTACHMENT E	Signature Sheet
ATTACHMENT F	State Corporation Commission Form
ATTACHMENT G	Offeror Data Sheet
ATTACHMENT H	Certification of No Collusion
ATTACHMENT I	Proprietary/Confidential Information Identification

AERIAL PHOTO





Parks and Recreation Department Park Master Planning Process

ATTACHMENT B

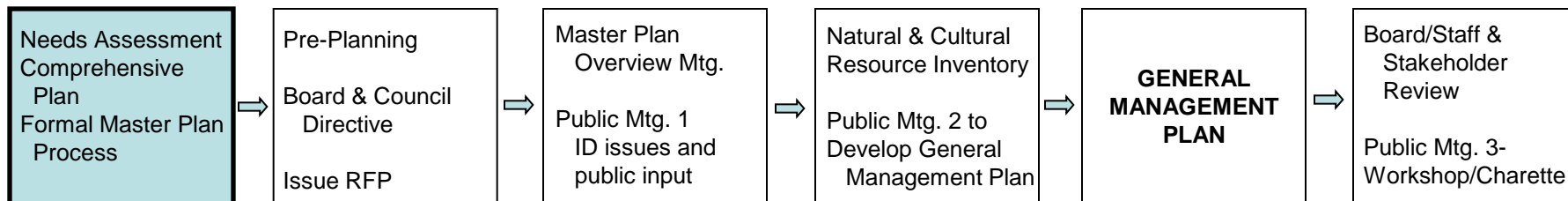


Park Master Planning Process – Adopted by City Council March 16, 2009



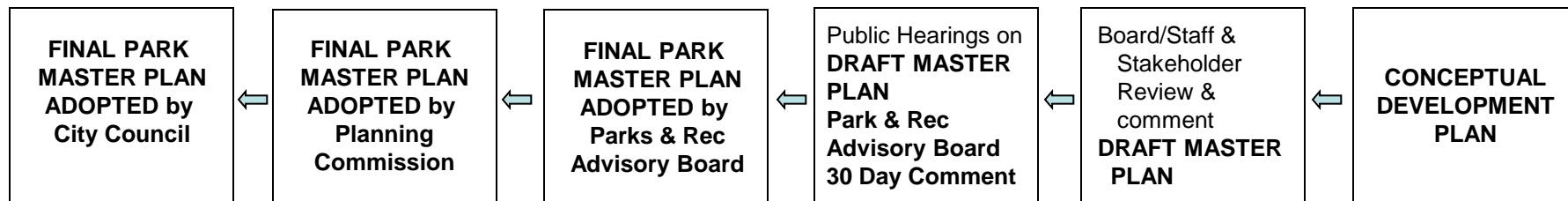
Parks and Recreation Department

Park Master Planning Process



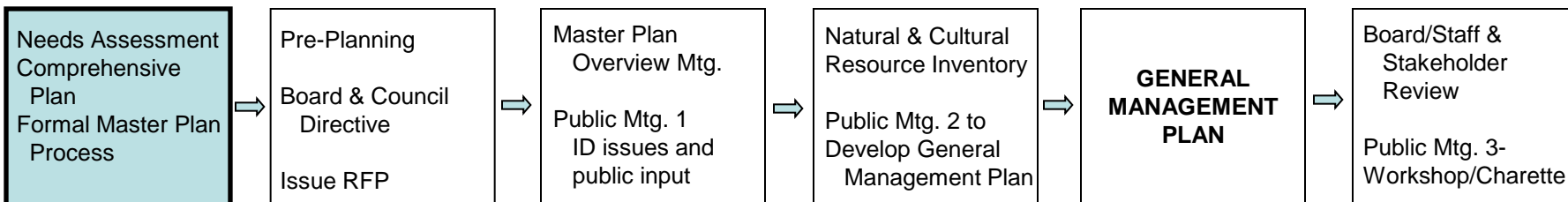
WHY Create a Formal Planning Process ?

- Provide the community with a consistent, transparent and open process to master plan park and recreational facilities.
- Ensure that best management practices in park and recreation planning and operations are addressed in the planning process.
- Ensure that Park Master Plans are created within the context of the entire park system, the needs of the community and the City Comprehensive Plan.
- Provide the community with a strategic long-range vision for future park improvements, and a sound basis for future CIP funding and development.





Parks and Recreation Department Park Master Planning Process



NEEDS ASSESSMENT

Identify Community Need

COMPREHENSIVE PLAN

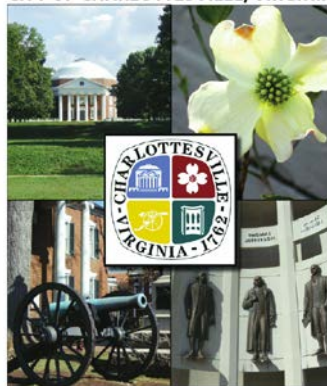
Provide Community Standards

MASTER PLANNING

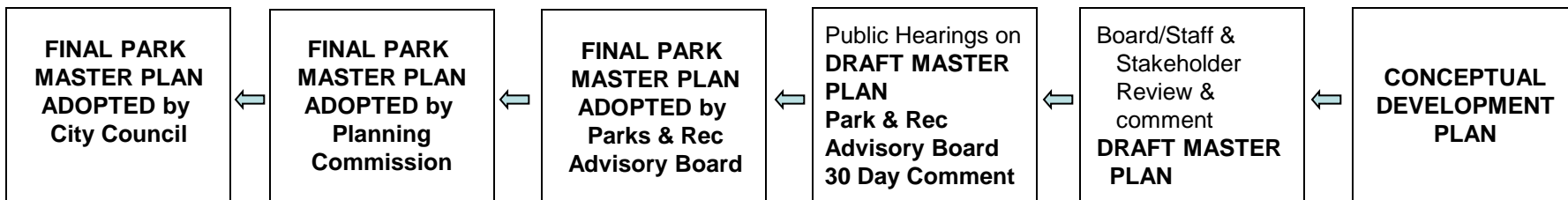
Step 1 in acting to make improvements

City of Charlottesville
Parks and Recreation Department
Community Park and Recreation Needs
Assessment
DRAFT Strategy Matrix

CITY OF CHARLOTTESVILLE, VIRGINIA



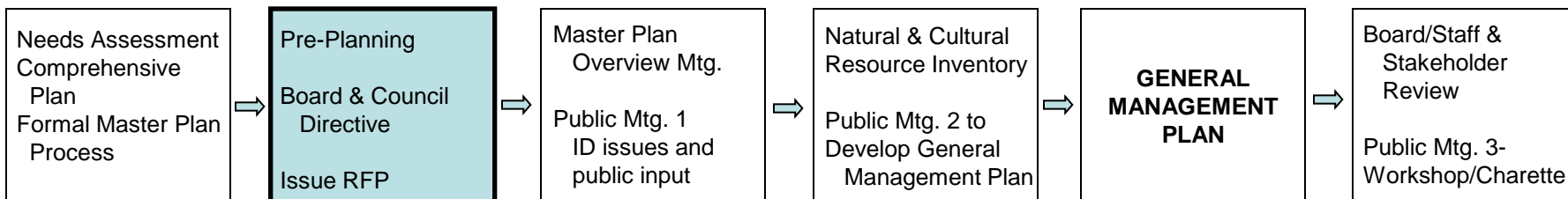
2007 COMPREHENSIVE PLAN





Parks and Recreation Department

Park Master Planning Process



Staff Initiate Discussion with Advisory Board

Recommend Master Plan for a Park – Identify Schedule

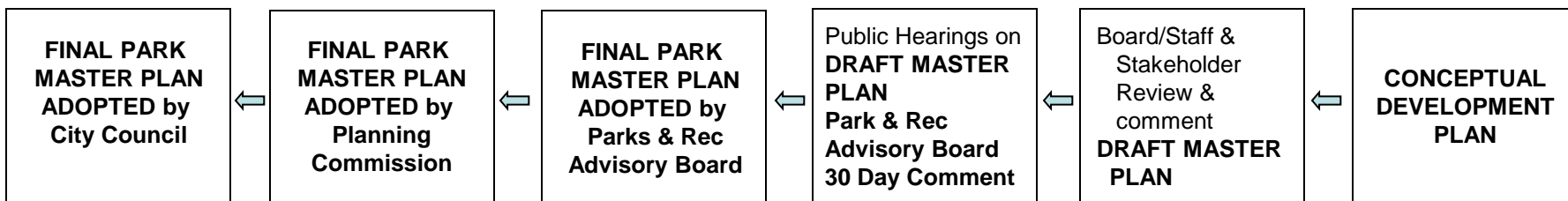
Recommend to City Council

Advisory Board Recommends to Council to Master Plan a Park

Council Resolution

Council adopt a resolution to move forward with a Master Plan

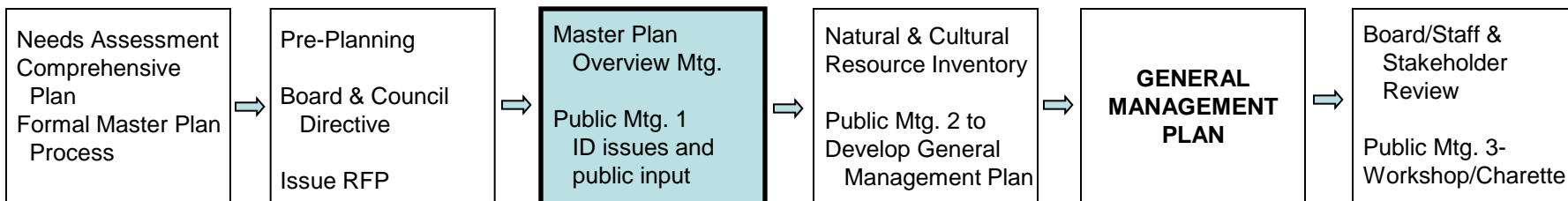
Issue RFP For Planning Services





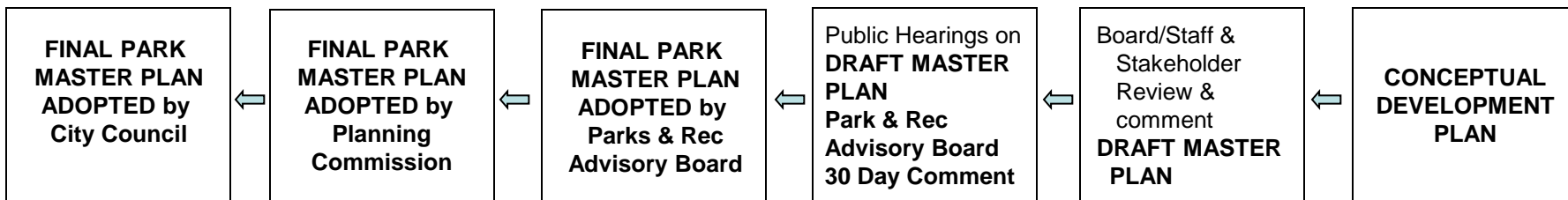
Parks and Recreation Department

Park Master Planning Process



MASTER PLAN OVERVIEW MEETING

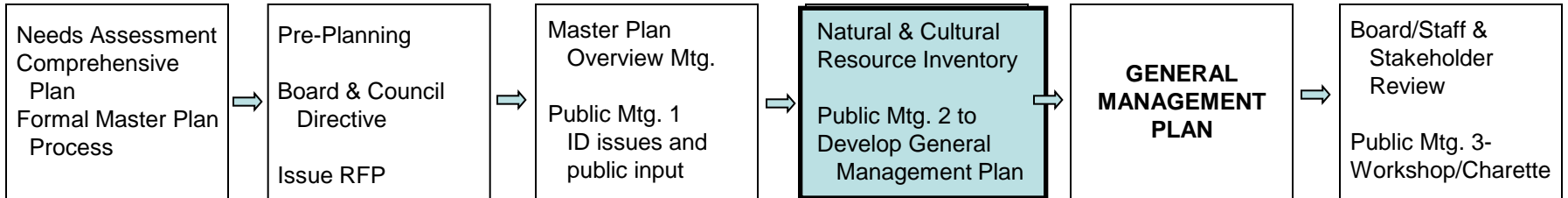
Outline Process / Needs Assessment / Comprehensive Plan
Identify Community Issues
Garner input about the park, opportunities, needs, etc.
Respond to Questions
Outline Schedule of Plan Process





Parks and Recreation Department

Park Master Planning Process



Natural and Cultural Resources Inventory

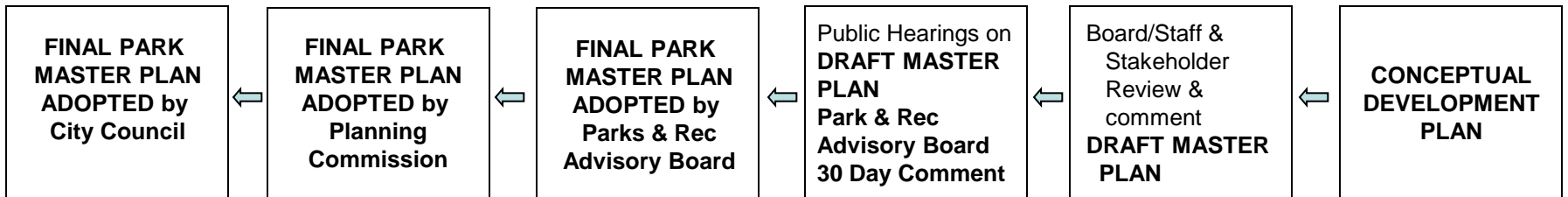


Master Plan Hearing #1

Progress to Date
Result of Natural/Cultural Inventory
General Constraints

Input and Discussion on possibilities

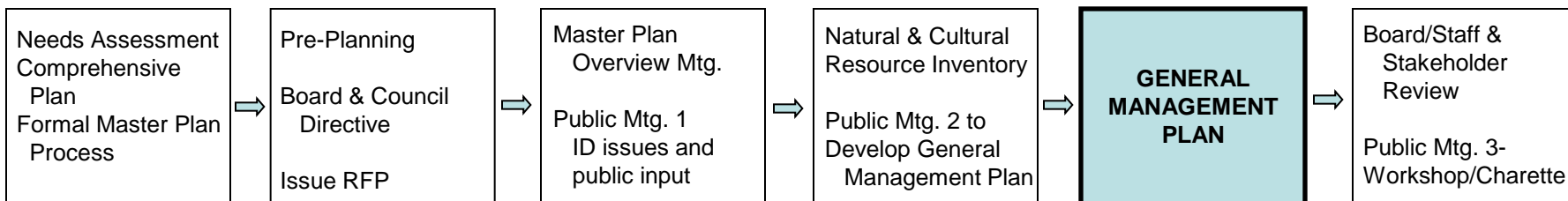
Consultant to develop a
General Management Plan





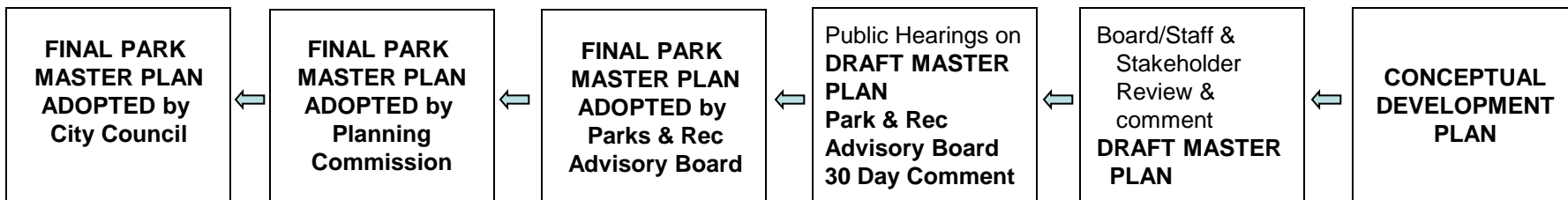
Parks and Recreation Department

Park Master Planning Process



GENERAL MANAGEMENT PLAN

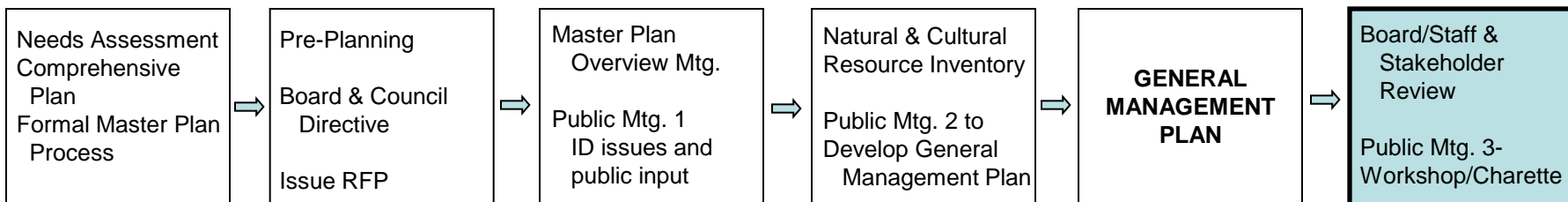
Advisory Board/Staff &
Stakeholder
Review and Comment





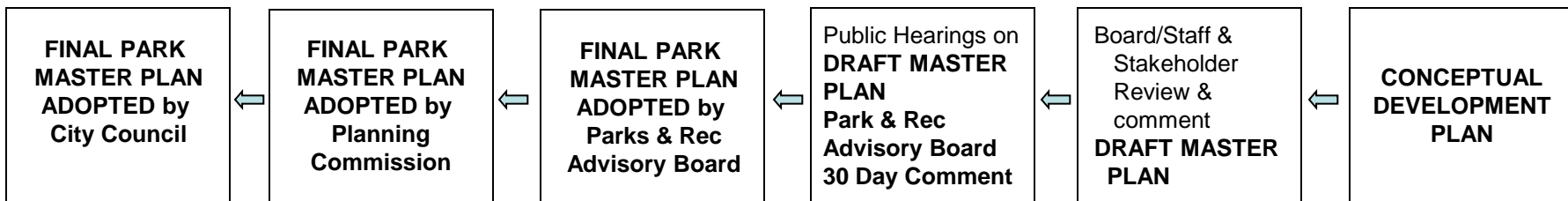
Parks and Recreation Department

Park Master Planning Process



Master Plan Hearing #2
Review and Discuss GMP
Land use, natural resources, constraints
Identify adjustments, clarify concepts
Solidify notions
Plan Workshop / Charette

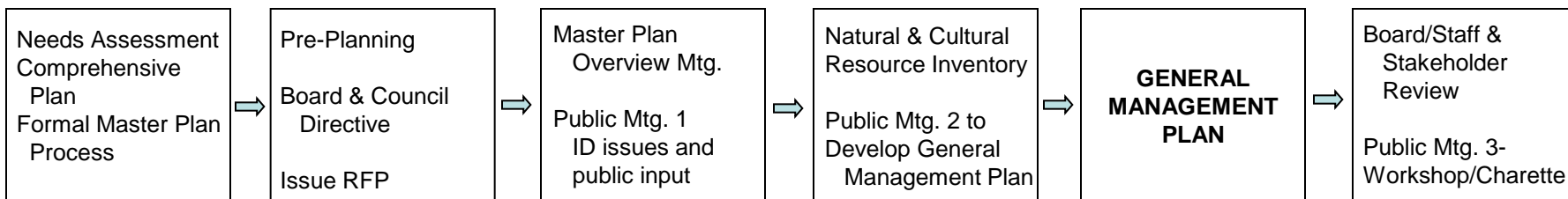
Consultant to develop a
Conceptual Development Plan





Parks and Recreation Department

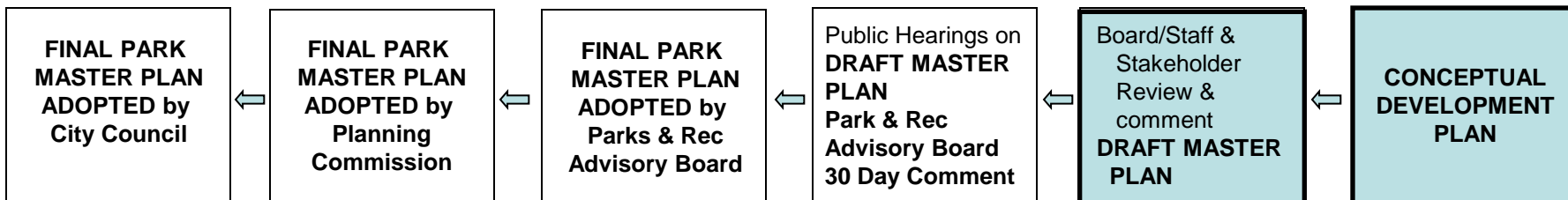
Park Master Planning Process



CONCEPTUAL DEVELOPMENT PLAN

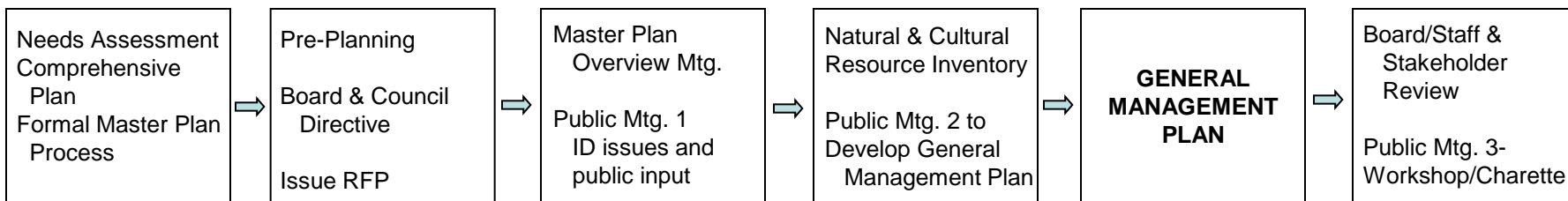
Advisory Board/Staff & Stakeholder Review and Comment

Consultant to develop a DRAFT MASTER PLAN





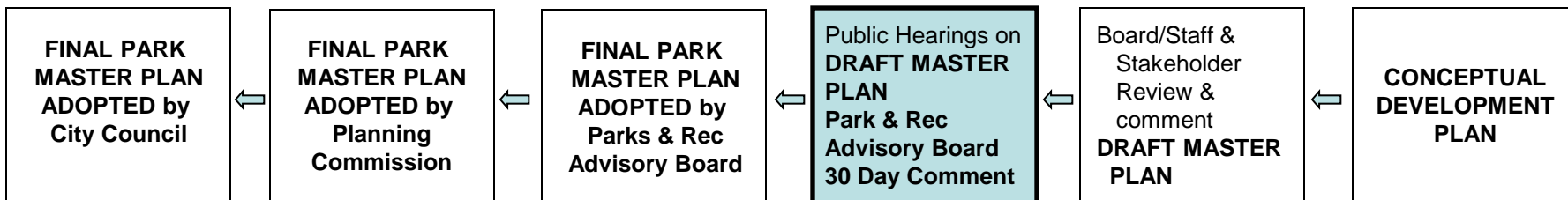
Parks and Recreation Department Park Master Planning Process



1 -Parks & Recreation Advisory Board
Holds Public Hearing on
DRAFT MASTER PLAN

30 Day Public Comment Period to
follow for Written Comments

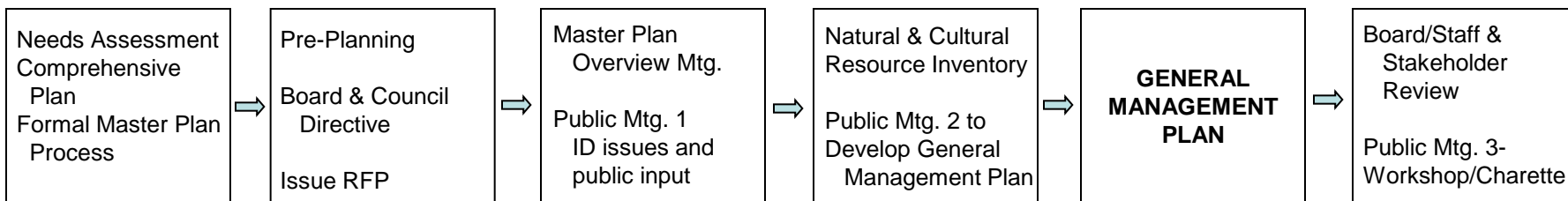
**PUBLIC
HEARINGS**





Parks and Recreation Department

Park Master Planning Process

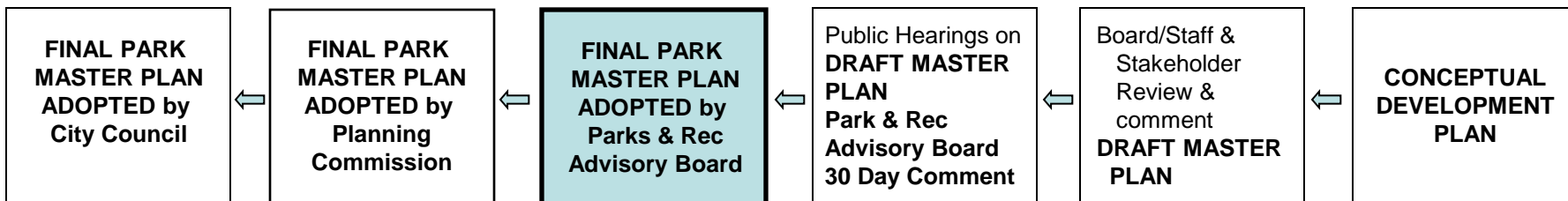


Parks & Recreation Advisory Board

ADOPTS Park Master Plan

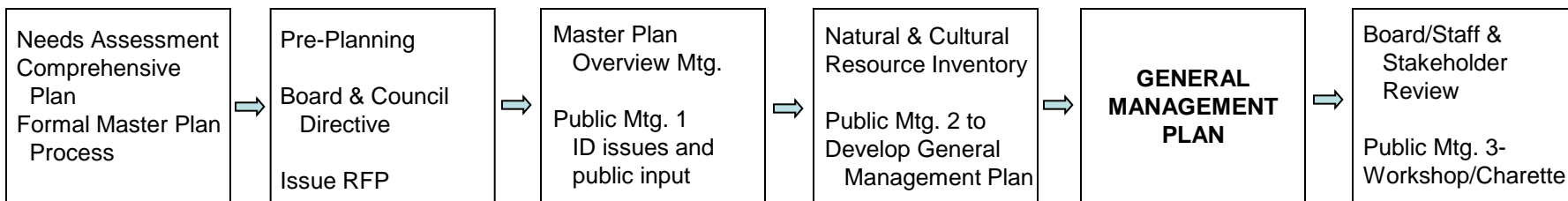
Sends to Planning Commission & City Council; Recommending Adoption

PUBLIC SESSION





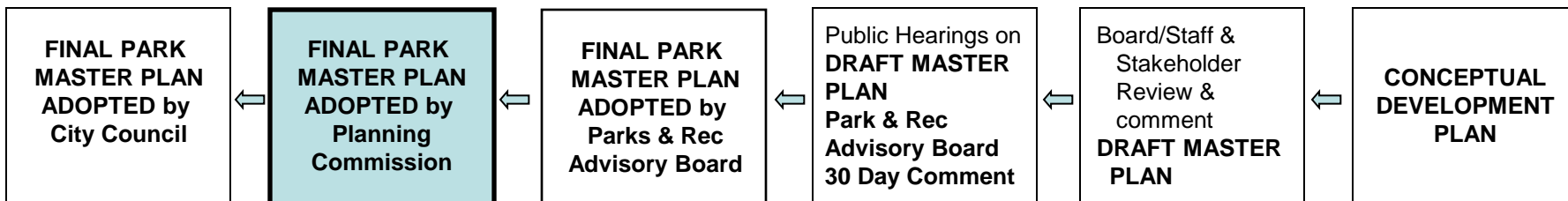
Parks and Recreation Department Park Master Planning Process



Planning Commission
ADOPTS Park Master Plan

Sends to City Council;
Recommending Adoption

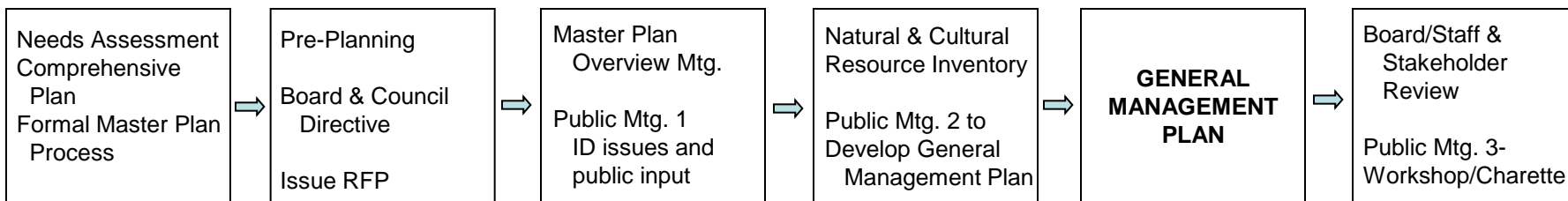
PUBLIC SESSION





Parks and Recreation Department

Park Master Planning Process

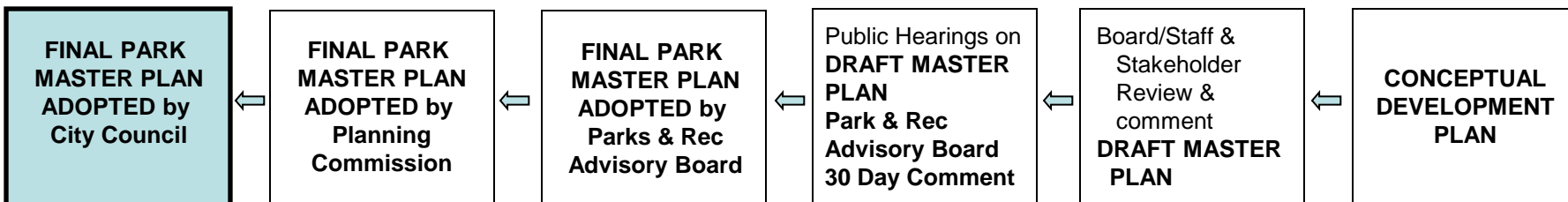


City Council

ADOPTS Park Master Plan

Directs Staff to develop CIP
To complete improvements

**PUBLIC
SESSION**





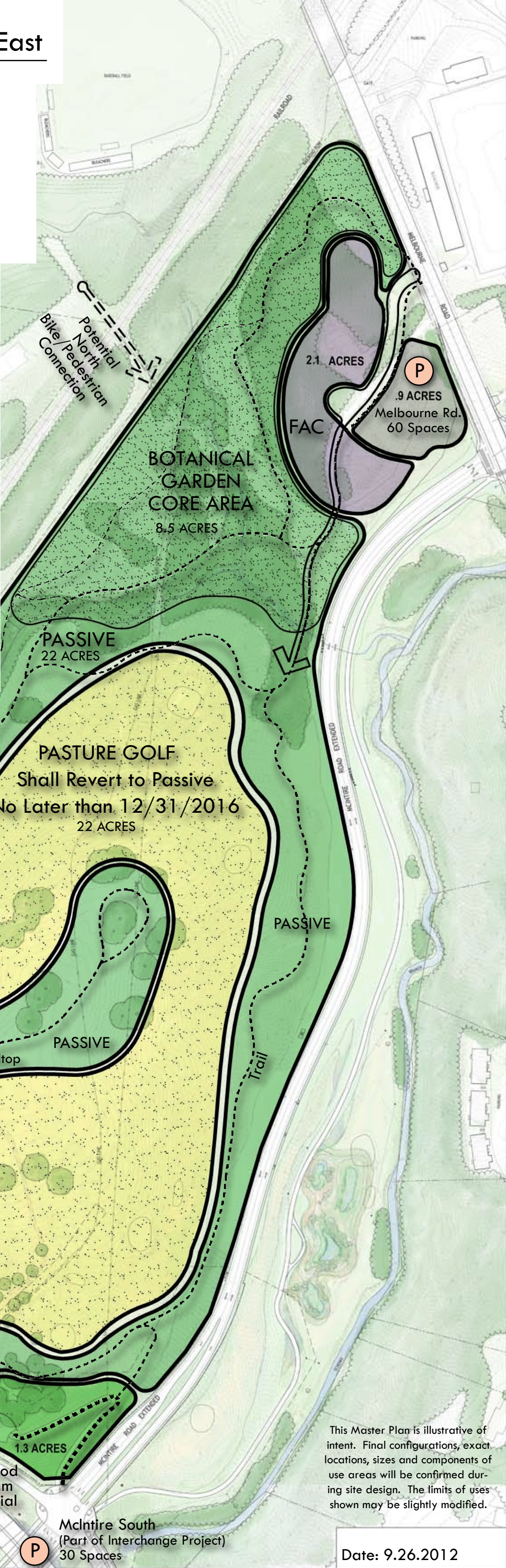
Parks and Recreation Department Park Master Planning Process



FINAL MASTER PLAN - McIntire Park East

General Strategy:

- Pasture Golf, shall revert to passive use no later than 12/31/2016
 - Botanical Gardens
 - Passive Areas
-
- Primary Park Elements - Accommodated Throughout Park
Playgrounds, bathrooms, picnic tables, picnic, pavilion(s), trails, signage
 - Golf
Remain as pasture golf, but will revert to passive use no later than 12-31-2016
 - Passive with Botanical Garden Core Area
Botanical Garden integration with passive park and Primary Park Elements, including a pond or lake
 - Skate Park
Skate park area, hard surface court, restrooms, emergency vehicle access only, lighted
 - FAC- Family Activity Area
Educational space, rental/event space, shelters, playgrounds, picnic, aquatic feature
 - Access
Emergency access only Route 250
Melbourne access (bike/pedestrian and vehicle)
McIntire West access drop-off & bridge (bike/pedestrian)
McIntire South access (bike/pedestrian)
Potential North access bridge (bike/pedestrian)
Pursue options as possible for further pedestrian access to the park from east of McIntire Road Extended
 - Parking Areas - 120 New Spaces
Melbourne Rd.- 60+ Vehicle parking
McIntire West- 30+ Vehicle parking
Auxiliary South- 30 Vehicle parking (500' from Park)





FINAL MASTER PLAN REPORT

September, 2012

Acknowledgements

City of Charlottesville Parks and Recreation McIntire Park (east side) Master Plan

Parks and Recreation Advisory Board

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Byron Brown, *Vice Chairman*
Ruth Barnett
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Introduction

In the evolution of park lands, there comes a time for communities to consider if a park is in need of improvements or consideration be given to changes to its facilities and uses. Pursuant to this, in 2009, the City Council approved a formal Park Master Planning Process to standardize the method by which these considerations about public park land are made by the community. The process outlines significant public involvement, review by various boards and commissions, and finally the formal adoption by City Council. The east side of McIntire Park is the second city park to undergo a master plan using this newly adopted process.

Since the 1970's, several master plans have been developed for McIntire Park. While these plans were never formally adopted, they include many ideas that were brought forward into this planning process.

McIntire East has essentially remained in the same condition and use for decades. Other than a relocation of the golf shack, installation of playground equipment, and construction of nature trails in the northern end, the land has been managed as a pasture golf course and wading pool/playground area since it became a City park in the 1930s. The recent approval of a number of projects within and around the park sparked the desire to determine the future of the large land area of the park.

The McIntire Road Extended and U.S. 250 Interchange projects were approved by City Council after nearly forty years of planning and community debate. Knowledge that the road projects were going forward provided a known future for the affected portion of McIntire Park. The projects include a number of design features and trails that will provide much needed pedestrian and bicycle access to east side of the park.

Approval of funding from the Virginia Department of Transportation to design and construct a pedestrian and bicycle bridge to connect the two sides of the park across the railroad tracks also provided a new point of entry to the park.



The western side of McIntire Park was master planned in 2008 as part of the process to site the YMCA facility within the west side of the park. Due to uncertainty surrounding the aforementioned transportation projects, the eastern side of the park was not included in the 2008 planning process.

This report outlines the recommended draft master plan for the park, the culmination of a lengthy public planning process that began in September of 2011.

Park Background

Location and History

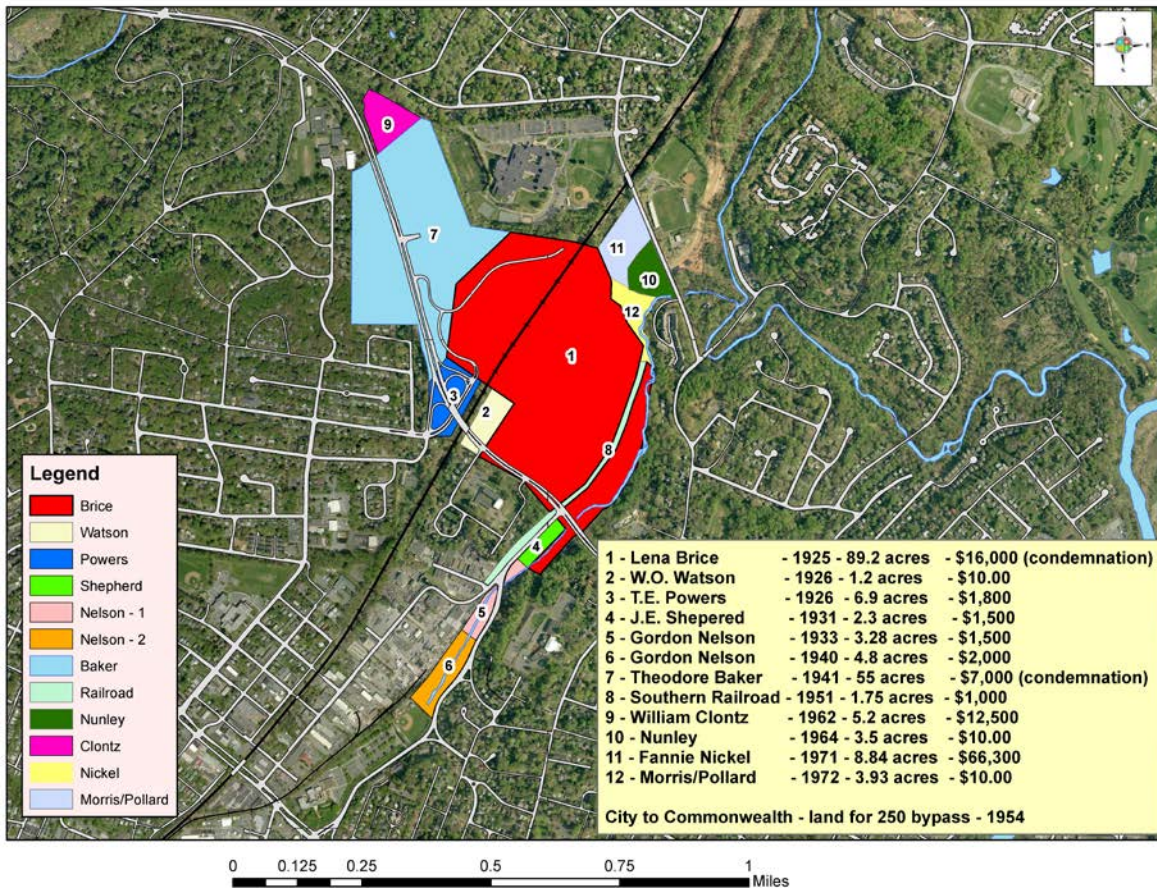
McIntire Park is situated on approximately 150 acres north of downtown Charlottesville, in a generally central location within the urban ring of Charlottesville and Albemarle County. The park is bisected by the Norfolk Southern railroad. The west side of the park includes diamond fields, picnic shelters, managed conservation areas and wooded trails; and is the most active and visited side of the park. The east side is primarily open space, which includes the sand green McIntire golf course, wading pool, playground, and parking area.



The park is comprised of twelve (12) parcels of land purchased from a number of landowners over a span of 50 years and assembled into the one large park we know today. Paul Goodloe McIntire, for whom the park is named, was involved in the acquisition of a number of the parcels, which were mostly farmland at the edge of the City when the majority of the park was formed. The specific acquisition history and deed exhibit are provided in Appendix A.



McIntire Parkland Acquisitions History



McIntire Park has been altered since its inception. The railroad bisected the property prior to the land becoming public, and moved to its current alignment around 1910. The old railroad bed became part of the east side of the park in the 1950's. The construction of the Route 250 bypass and Rugby Road interchange in the 1960's separated the areas now known as Greenleaf Park, the McIntire Skate Park, and Schenk's Greenway from the main park. Charlottesville High School was proposed to be built in the northern portion of the east side of the park, but eventually was built on land north of the west side of the park. The City leaf dump was operated on land that is now part of the park off Melbourne Road. This road re-aligned to its current position when the high school was built.

Park Classification and Purpose

McIntire Park is classified as a Regional Park according to the 2007 City Comprehensive Plan, which outlines the park classification system for the City (excerpted below).

Regional Parks:

PURPOSE: This park classification includes larger parks that serve regionally and provide a variety of large-scale indoor or outdoor recreation facilities, or both, as well as facilities that are unique within the

City. Areas designated for natural and/or cultural resource protection may also be included within these parks.

CHARACTER AND EXTENT OF DEVELOPMENT: Regional parks serve diverse opportunities for passive and active recreation uses to a wide range of simultaneous users. Generally, these parks provide complexes of intensively developed activity areas. The complexes may include multiple facilities for the same activity, an assortment of different activity focuses in one or more areas of the park, and/or unique facilities found in only one or a few parks within the entire park system. Facilities in these parks are larger in scale than those found in community parks.

Regional Parks may combine larger complexes of developed areas with extensive natural area. The extent of development will depend on actual site conditions, such as topography, amount of developable acreage, acres, and intensity of adjacent land uses. Appropriate facilities include those typically found in community parks as well as the support uses necessary for a full day activity such as concessions and restrooms. Formally scheduled community gathering spaces and areas for large programmed activities and events are also typical. Lighted facilities and extended hours of operation are the norm.

These parks offer diverse experiences and activities that typically involve an individual or group for a time period of up to a day and which may attract large numbers of spectators or participants. Typical activities include those found in regional parks as well as facilities such as athletic complexes, recreation centers, nature centers, golf courses, indoor gymnasiums, indoor aquatic facilities. Sensitive environmental areas and cultural resource sites within the parks will be managed as Natural or Cultural Resource Areas. Visits to regional parks can range from two (2) to eight (8) hours.

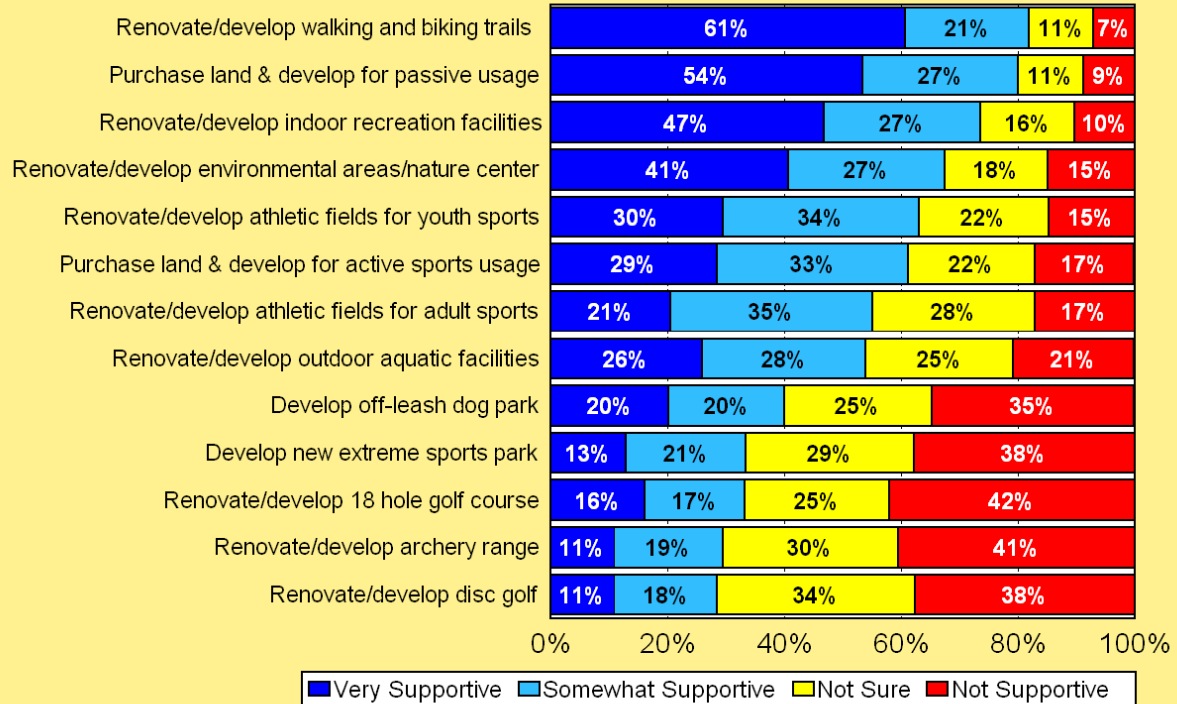
2005 Parks and Recreation Needs Assessment Results

In 2005, the City undertook a Parks and Recreation Needs Assessment study, to determine the community's priorities for parks and recreational facilities. Numerous facility renovation and land acquisition decisions are a direct result of the outcome of the needs assessment findings.

The table below (excerpted from final report) shows the community's level of support for actions the City could take to improve and expand the park and recreation system. The complete needs assessment final report can be viewed in its entirety on the City's website at www.charlottesville.org/parksandrec.

Q14. Support for Actions the City of Charlottesville Could Take to Improve & Expand Parks and Recreation Facilities

by percentage of respondents



Source: Leisure Vision/ETC Institute (November 2005)

Existing Conditions

Park Context

McIntire Park is surrounded primarily by residential development, with two schools also adjacent to the park (Charlottesville High School and the Covenant School). The park is separated from its neighbors by the railroad, the US 250 bypass, Schenk's Branch, and Melbourne Road.



The above map depicts the east side of the park surrounded by several multi-modal transportation projects.

Existing Site Conditions

McIntire Park consists of rolling Piedmont landscape of open fields with a mix of farmland succession areas in the north and some stands of large old trees in the southern area. Two streams flow into the park from the west underneath the railroad. The streams join each other and form a tributary to Schenk's Branch, which flows north along the entire eastern boundary of the park. Schenk's Branch joins Meadow Creek just north of McIntire Park. The park is home to wildlife including deer, hawks, and many small mammals.

Cultural Resources and Site History

Eastern McIntire Park is situated primarily on land that was formerly the Mason family farm known as “Clarmont”. It was grazed with cattle and generally devoid of trees with the exception of the large stand of trees at the hilltop, which surrounded the old farmhouse. By the late 1920’s, the farm was not in



good financial order, and was acquired by the City under condemnation hearings from Lena Brice, its owner at the time. Paul McIntire paid for the cost of the acquisition. There is little left of the former farm except a covered well-head, the foundations of a windmill tower, and some small stone walls and spring boxes scattered around the edge of the park.

The Rapidan Railroad (now Norfolk Southern Railroad) was constructed in the mid-1800s and

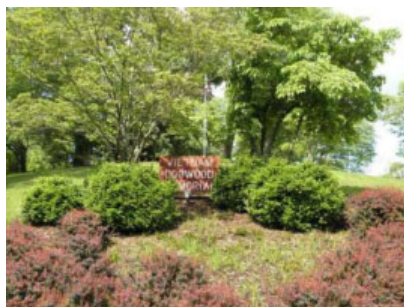
ran from downtown through the park heading north to Washington, D.C. The railroad was relocated and straightened out in the 1910’s and eventually the old railroad bed became parkland. The original rail bed is now a portion of the alignment of the McIntire Road Extended project.



Existing Park Uses and Infrastructure

The McIntire Golf Course opened in 1938. The course is “pasture style” meaning casual play and that the land has not been graded, and the course is also maintained without irrigation and minimal use of herbicides.

The wading pool and bathhouse has been in the park also since the 1930’s. The Dogwood Vietnam Memorial was dedicated in 1966, and is considered to be the first such memorial in the United States. The memorial consists of a flagpole, a gathering plaza; an inscription commemorating the local lives lost in the war, and is surrounded by a grove of dogwood and other trees.



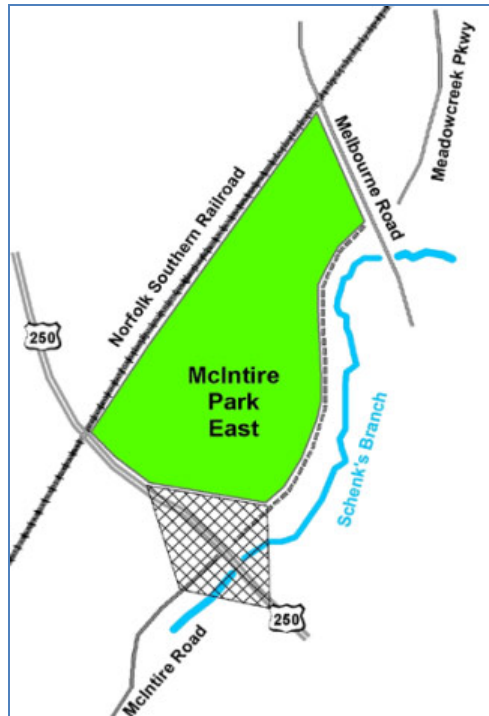
Nature trails in the north end of the east side of the park were constructed with help from the Rivanna Trails Foundation on National Trails Day in 2006.

Gas and sewer lines pass under the park from north to south. The sewer line is being relocated as part of the McIntire Road Extended project. Water, sewer, and electricity are available at the pool and golf buildings.

The park is currently only accessible for vehicles through one entry and parking lot off the US 250 bypass (westbound) near the railroad, serving the golf course, wading pool and playground. The entrance has limited sight distances and is in a heavy traffic flow environment. There are currently no direct access points for bicycles and pedestrians other than the nature trails in the northern woods. Since there are no bridges, the creek tributaries that flow west to east through the park create a barrier between the golf course in the south and the land between the creek and Melbourne Road to the north.

Master Planning Meetings and Public Input

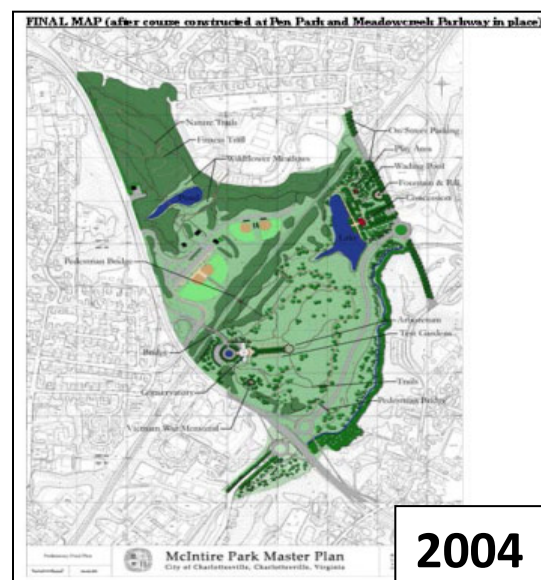
The area within the park under consideration in this Master Plan process was defined as: the 75 acre area bounded on the south by the 250 Bypass, on the west by the railroad, on the north by Melbourne Road, and on the east by the alignment of McIntire Road Extended. For purposes of this plan, the eastern boundary of McIntire Road Extended was chosen as that area has already been planned and is currently under construction. The specific planning area is shown in the graphic below.



Land Planning and Design Associates, based in Charlottesville, were hired to assist in the development of graphics to represent the public input gathered during the planning process. LPDA was directly involved in two of the prior master plans for McIntire Park.

Review of Previous Plans

Plans were developed for the park in 1972, 1983, and 2004. However, none of these plans were formally adopted. Each of the prior master plans can be reviewed in Appendix B.



Some questions used to help guide the public and staff in developing this park plan included:

- How do the current park amenities and layout function?
 - Are there new uses to consider locating at the park?
 - Who should be the primary users of the park?
 - What are the core functions the park should serve?
 - What is the balance between passive and active spaces?
 - How much area does each activity/use need?
 - How will the park be accessed by various modes of transportation?
 - Are there utilities or services needed (water, power, etc.)
 - What uses/areas can be shared in time or space?
- parking - buildings - trails - utility connections

Park significance and recreational needs

Desired visitor experience

Land Use Planning Concerns

Access to the eastern portion of the park is very limited. Many people have rarely been to the park due to the difficulty in arriving and departing from the one existing entrance off the westbound 250 bypass. One of the major goals for the planning process is to expand and improve safe access for all users, especially pedestrians and bicycles, to ensure that more people can fully enjoy the park.

Retention of the natural topography and the open feel of the park was another critical consideration in planning. The park is one of the few remaining large natural land areas in the City. The plan was developed in a manner that will limit grading and changes to the rolling hills that make the park a unique space to enjoy, while still allowing moderate changes to allow for inclusion of desired facilities.

The public also had a desire to retain the minimally managed passive feel for the east side of the park. Many comments indicated that the west side has much of the active uses already and should continue to host those activities so that the east side can provide space for non-programmed park visitations and activities. Those activities include walking, biking, picnicking, and simply enjoying the open space in the midst of an urbanizing area.

Public Input

A major press and public information campaign was undertaken before any meetings were held to ensure that people were aware of how and when they could comment on the plan as it was developed. Large signs were placed at three (3) locations in the park providing the date and location of the next public meeting and included phone number and web address where more information was available. The Parks Department also mailed a printed postcard advertisement to every single address in the City to ensure everyone was aware of the process. The postcard listed the dates and locations of the first three (3) public meetings in the planning process. Local news agencies ran stories about the meetings in

advance, and generally reported on every meeting to inform the community what transpired at each event.



Large sign at McIntire Park – similar graphic to postcard that was mailed to every household

As comprehensive public input is critical to the master planning process, multiple avenues and methods of communication were created to provide opportunities for input. A website specific to the planning process (www.charlottesville.org/mcintirepark) was created to provide a one-point information source for the public. The website hosted information relevant to the planning process, and was kept up-to-date as the planning process progressed. After each meeting, all the materials presented at the meeting were posted for review and for those who could not attend the meeting. A dedicated telephone line (434-970-3610) specific to the park plan was also established, as well as an email address (mcintirepark@charlottesville.org). Written comments were also received via mail.

Each public meeting included a sign in sheet for people to write down any comments, and at the first few meetings, large blank sheets of paper were hung on the walls to collect general comments. The second public meeting was an “open-microphone” style forum. Organizations were given seven (7) minutes and individual were given three (3) minutes to voice their ideas or concerns about the park. Over one-hundred (100) people attended each of the first 3 meetings. Organizations that presented ideas for the park included the McIntire Botanical Garden, The First Tee, Thomas Jefferson Youth Football League, the Sierra Club, North Downtown Residents Association, Veterans of Foreign Wars, McIntire Golf, and the Alliance for Community Choice in Transportation.

Master Planning Meetings

Parks and Recreation Department staff organized a series of public meetings based on the adopted master planning process. The meetings included presentations on the park's history and current uses, public input sessions, open discussions of proposed improvements, and a planning charrette to allow everyone to draw their ideas for the park. Throughout this series of meetings, public input was received and formed the basis for the proposed park plan. Consensus on the types of land uses in the park was of critical importance before specific design elements can be considered. The park has a long history and citizens continue to have high hopes for its future. Balancing these issues in such a large and centrally located park required significant public involvement over a series of public meetings. Presentation materials from all of the public meetings can be found in Appendix C.

The following meetings were held, beginning in September of 2011:

September 26, 2011 Informational Meeting - Park History and Planning Process

Introduction to the Park, acquisition history an environment, and an outline of the planning process.

October 24, 2011 Public Input Meeting of Desires for Park Land Uses

Initial public comment meeting with the opportunity for the community to share their ideas, vision and desires for the park. Organizations were provided seven (7) minutes to speak, individuals provided three (3) minutes.

December 12, 2011 Planning Charrette

Planning charrette in which eleven (11) groups of citizens crafted concept maps for land uses in the park. Groups then presented their concept maps to all in attendance. Photographs of each of the eleven concept maps can be found in Appendix D.

January 23, 2012 Review of Concept Diagrams A, B, C and Common Elements

Presentation of Common Elements Concept and Concept Diagrams A, B, C. A "dot vote" exercise was conducted to further narrow desired uses in the park. These Concepts can be viewed in Appendix F.

February 28, 2012 Public Input Meeting of Concept Diagrams

Further public input on concept diagrams.

March 26, 2012 Parks and Recreation Advisory Board – Master Plan Public Hearing

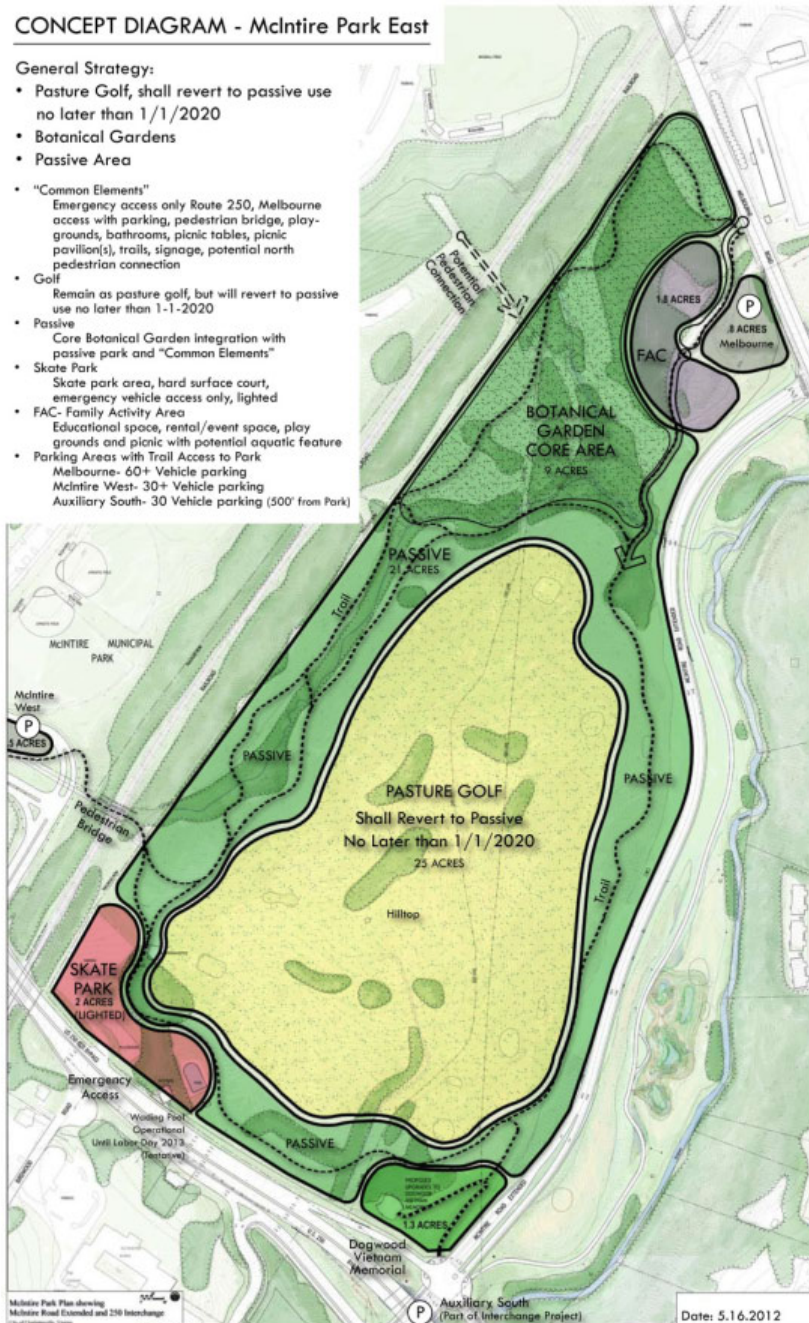
Formal public hearing on concept diagrams in front of the Parks and Recreation Advisory Board. Organizations were provided seven (7) minutes to speak and/or make a visual presentation and individuals were provided three (3) minutes. The transcript of the public hearing is included as Appendix G.

April 18, 2012 Parks and Recreation Advisory Board Work Session

Parks and Recreation Advisory Board work session on the concept diagrams and discussion of the public process and comments received to date.

May 16, 2012 Parks and Recreation Advisory Board Action on Concept Plan

The following concept diagram was presented to the Advisory Board on May 16, 2012 for their consideration and action:



The Advisory Board endorsed this concept diagram with two modifications, and recommended the plan be forwarded to the Planning Commission and to City Council.

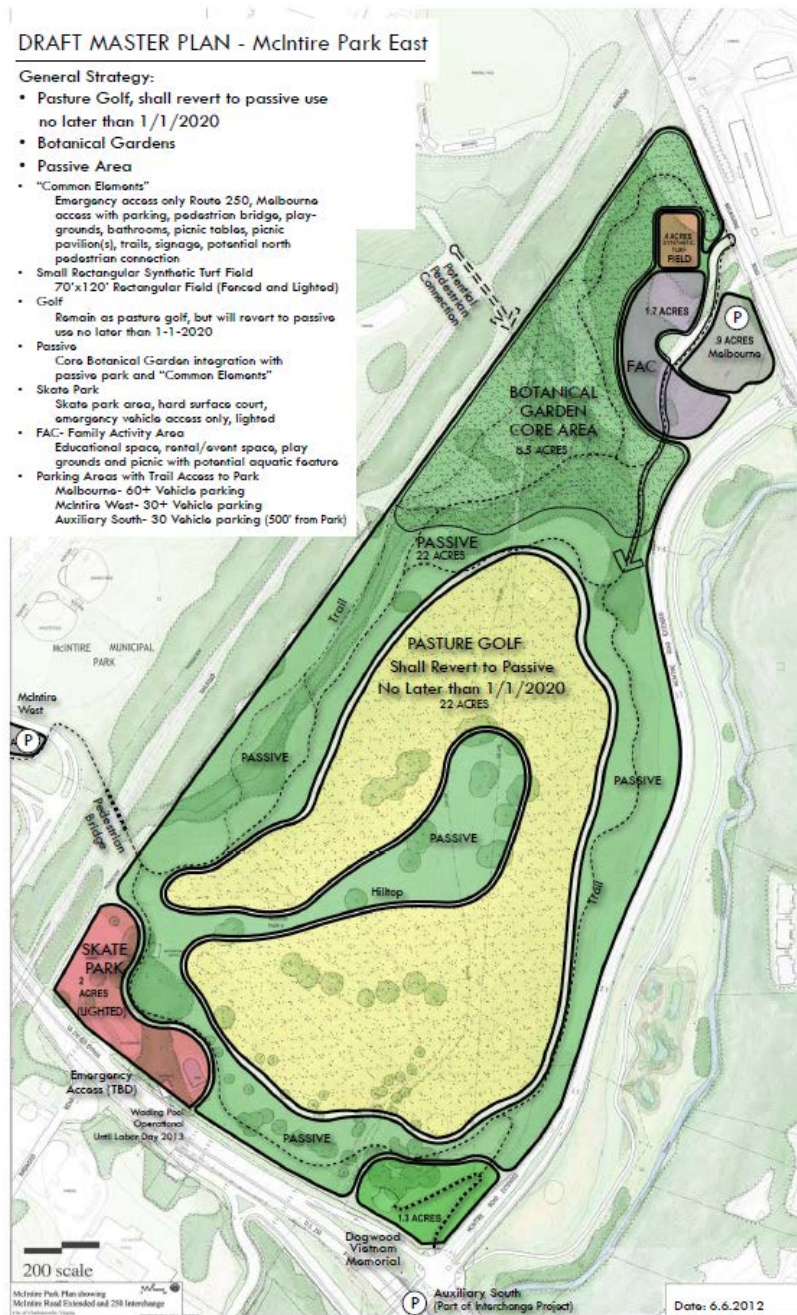
Advisory Board Modifications to the Concept Plan:

The addition of a lighted and fenced athletic field in the northern portion of the park.

Passive access to the hilltop/plateau within the park to be made available immediately.

June 12, 2012 Planning Commission Review and Comment

The Draft Master Plan (also available in Appendix K) was presented to the Planning Commission for their comment on June 12, 2012. The graphic of the Draft Master Plan is below:



July 16, 2012

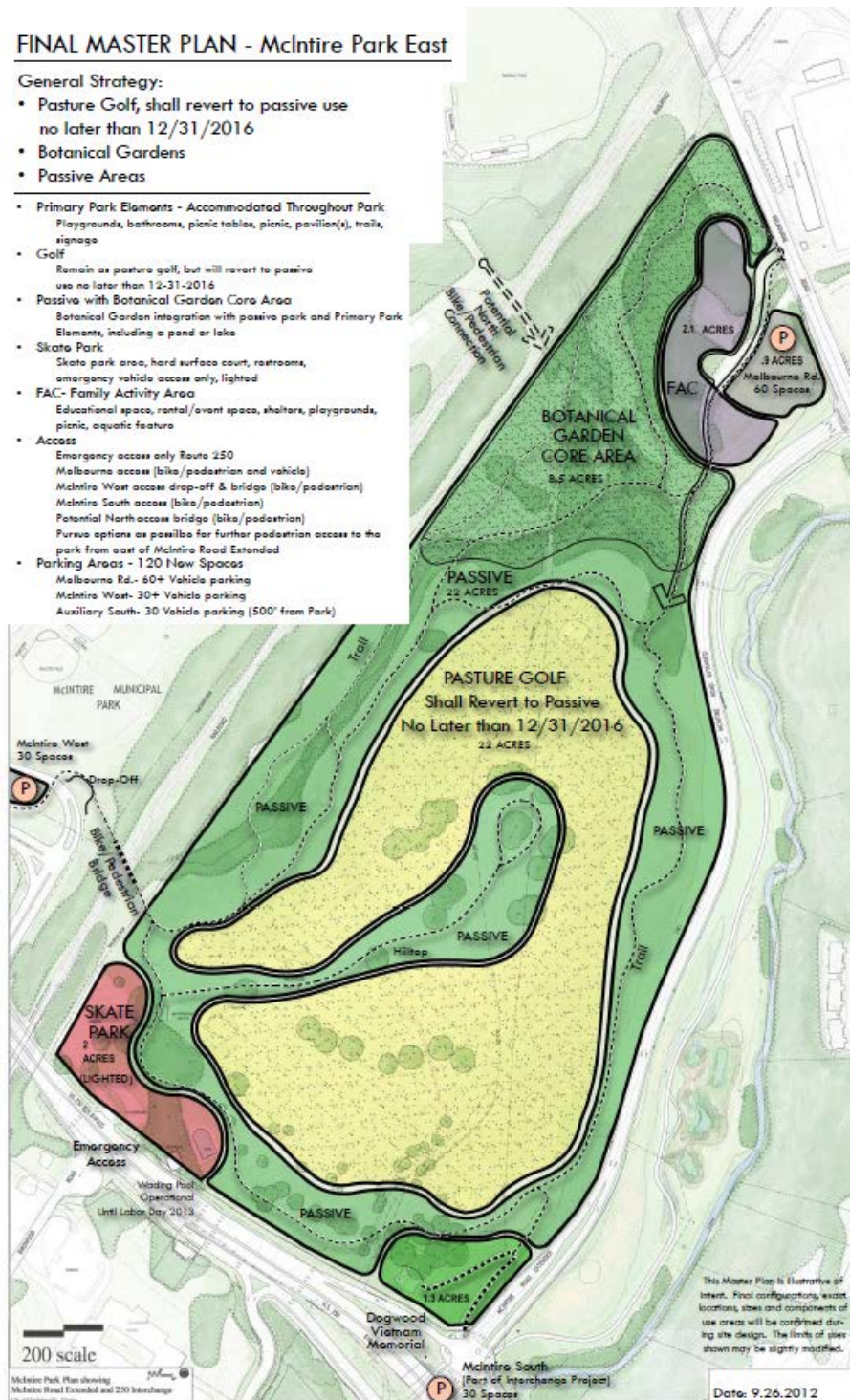
City Council Review and Comment on Draft Master Plan

The Draft Master Plan (also available in Appendix K) was presented to the Planning Commission for their review and comment on July 16, 2012. City Council provided comments that were incorporated in to the Final Master Plan (below and available in Appendix M).

FINAL MASTER PLAN - McIntire Park East

General Strategy:

- Pasture Golf, shall revert to passive use no later than 12/31/2016
 - Botanical Gardens
 - Passive Areas
-
- Primary Park Elements - Accommodated Throughout Park
Playgrounds, bathrooms, picnic tables, picnic pavilion(s), trails, signage
 - Golf
Remain as pasture golf, but will revert to passive use no later than 12-31-2016
 - Passive with Botanical Garden Core Area
Botanical Garden integration with passive park and Primary Park Elements, including a pond or lake
 - Skate Park
Skate park area, hard surface court, restrooms, emergency vehicle access only, lighted
 - FAC- Family Activity Area
Educational space, rental/event space, shelters, playgrounds, picnic, aquatic feature
 - Access
Emergency access only Route 250
Malbourne access (bike/pedestrian and vehicle)
McIntire West access drop-off & bridge (bike/pedestrian)
McIntire South access (bike/pedestrian)
Potential North access bridge (bike/pedestrian)
Pursue options as possible for further pedestrian access to the park from east of McIntire Road Extended
 - Parking Areas - 120 New Spaces
Malbourne Rd.- 60+ Vehicle parking
McIntire West- 30+ Vehicle parking
Auxiliary South- 30 Vehicle parking (500' from Park)



Final Master Plan

Land Uses and Facilities

The proposed Draft Master Plan for the park leaves the park generally in its current use as open space. A large area of the park is a passive park, providing general public access to more of the park for people not playing golf. A system of trails will be created to allow pedestrian, bicycle and other non-vehicular access to much of the park and to points beyond. This passive area includes the hilltop near the center of the park with the large oak trees and excellent vistas. The golf course is proposed to remain in use, yet to revert to passive use no later than December 31, 2016. During that time, a study will be undertaken to determine if other locations can accommodate this use and what steps will be necessary to transition golf into another location. The area along the south side of Melbourne Road will be developed into a family activity center which could include playgrounds, restrooms, picnic areas, an aquatic feature/sprayground and a small sport court for multiple sport uses. The selected landscape architect engaged to perform final design shall design the final layout of the family activity center.

The current McIntire Skate Park will be relocated to the southwest corner of the park on what is now parking for the golf course. The skate park is proposed to be expanded toward the area where the wading pool and playground are now once the new family activity center is developed.

The wading pool will remain open for the 2013 season, at which time it will close permanently. The area of the current wading pool will be incorporated into the skate park area.

The area near the confluence of the two streams in the northeast portion of the park is planned as the core area of a botanical garden, and will include a pond or lake. At the time that golf is no longer a use in the park, it is proposed that the area it vacates becomes part of the passive park area and/or botanical garden expansion. The City will engage with McIntire Botanical Garden Board of Directors to determine the scope, management and operational methods for the botanical garden in the Park.

The Dogwood Vietnam Memorial will stay generally in the same location with improvements being made during the McIntire Road/ US 250 interchange construction.

Vehicular access to the park will be improved with a new entry and parking lot off Melbourne Road. Parking will be available at two locations just outside of the eastern side of the park. Added parking is proposed in western McIntire Park just across the railroad and connected by the soon to be built pedestrian bridge in the southern portion of the park. Additionally, a vehicular drop-off area is proposed that can also serve as a Transit stop. Supplemental parking will be located in the area currently occupied by the McIntire skate park and be connect by two pedestrian and bicycle trails through the 250 interchange into the park in the southeast corner. The current access and parking lot off the 250 bypass near the railroad track will remain open until the golf course closes and all the proposed pedestrian and bicycle access points are complete. At that point it is proposed to be closed to all traffic except emergency vehicles.

None of the land uses proposed in this plan have been developed to the site plan level. Details on trail locations, building styles, aquatic features, planting areas, etc. will be determined in a second phase of this effort to improve McIntire Park.

Any lighted facilities within the park shall have dark-sky ordinance compliant fixtures to limit light spillover, with astronomical or other similar timer control systems.

The City should pursue opportunities for further pedestrian access to the park from the east side of McIntire Road Extended.

Management

The golf course will continue to be open to the public, and will continue to be managed by the Parks and Recreation Department. Upon its reversion to passive use, the areas will be managed by Parks & Recreation in accordance with best management practices for such areas.

This plan does not recommend a specific method of management for the botanical garden area. Further discussion and study will be required to determine the most cost effective solution that meets community desires.

Implementation Sequence and Phasing

The plan proposes that park uses are phased out and develop over a period of time. The process of creating the site plan(s) based on this master plan will further refine the design and implementation of the park improvements.

The skate park would be the first project undertaken to avoid having to close the park during construction of the 250 interchange. This involves some improvements to the parking lot and relocation of the existing ramps and features to the parking lot.

With the exception of the skate park, no permanent facilities shall be constructed in the park until the City has completed a design process utilizing a landscape architect with assistance from the PLACE design task force. PLACE task force members should be involved in the development of the RFP to select an architect and in the selection process for the architect.

The next phase of park improvement also includes construction of the trail network and connecting bridge, creation of a new access area and parking lot off Melbourne Road. Further phases include beginning the development of the botanical garden, family activity center, picnic shelters and other features.

The final phase is to expand the passive park area and possibly the botanical garden into the space that is vacated by the golf course no later than December 31, 2016. This plan does not include any specific details on how that area might be developed, but does leave it in an open space condition.

SIGNATURE SHEET

RFP# MCINTIRE EAST DESIGN/13-76

Title: EAST MCINTIRE PARK DESIGN SERVICES

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

_____ Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

I have the authority to bind the corporation.

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The bidder/offeror:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
<input type="checkbox"/>	is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder/offeror's out-of-state location) -OR-
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. <i>Attach opinion to this form.</i>
<input type="checkbox"/>	Check the following box if you have <u>not completed any of the foregoing options</u> but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
 Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
 _____ Years _____ Months
4. Vendor Information:
 FIN or FEI Number: _____ If Company, Corporation, or Partnership
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

RFP#: MCINTIRE EAST DESIGN/13-76

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. **The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.**

SECTION/TITLE	PAGE NUMBER (S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE