NEWCASTLE FIRE PROTECTION DISTRICT

The City of Newcastle, Placer County, California

REQUEST FOR PROPOSAL

FEASIBILITY STUDY:
SITE LOCATION ANALYSIS
FOR A FIRE STATION

MAY 2012

Newcastle Fire Protection District
9211 Cypress St., Newcastle CA 95658
CONTACT INFORMATION:

For all questions about this RFP:
Joe Irvin, NFPD Project Liaison
(916) 417-9537
irvinjj@gmail.com

For all questions about the Newcastle Fire Station operations:
Patrice Metz, Board Clerk
(916) 663-3323
Patrice.metz@newcastlefire.org

IMPORTANT DATES AND DEADLINES:

May 21, 2012 – Public Release of RFP
June 11, 2012, 4:00pm PDT - Last Day to Submit RFP
June 12 – June 19, 2012 – Interviews with Finalists
June 26, 2012 – Contract Award Decision
June 27, 2012 – Project Work Begins
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>4</td>
</tr>
<tr>
<td>Organization Structure</td>
<td></td>
</tr>
<tr>
<td>Timetable</td>
<td></td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>5</td>
</tr>
<tr>
<td>History of Fire Service</td>
<td></td>
</tr>
<tr>
<td>Fire Station Facility Needs</td>
<td></td>
</tr>
<tr>
<td>SCOPE OF SERVICES</td>
<td>7</td>
</tr>
<tr>
<td>Phase I</td>
<td></td>
</tr>
<tr>
<td>Phase II</td>
<td></td>
</tr>
<tr>
<td>Phase III</td>
<td></td>
</tr>
<tr>
<td>Phase IV</td>
<td></td>
</tr>
<tr>
<td>PROPOSAL FORMAT</td>
<td>9</td>
</tr>
<tr>
<td>Submission Instructions</td>
<td></td>
</tr>
<tr>
<td>SELECTION</td>
<td>11</td>
</tr>
<tr>
<td>Process</td>
<td></td>
</tr>
<tr>
<td>Criteria</td>
<td></td>
</tr>
<tr>
<td>CONDITIONS OF REQUEST</td>
<td>12</td>
</tr>
<tr>
<td>General Conditions</td>
<td></td>
</tr>
<tr>
<td>Deliverables</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
</tbody>
</table>
INTRODUCTION

The Newcastle Fire Protection District’s Board of Directors is seeking individuals, teams, firms, or any combination of these disciplines that are interested in conducting a pre-design phase Feasibility Study in order to provide specified engineering, planning and environmental assessment services and facilitate the construction of a new fire station on undeveloped property. The responding party selected for the project is referred to herein as “the Consultant.”

The results of this Work Plan will be useful for the District as it moves forward with selecting an Architect and Construction Contractor.

Organization Structure

An elected Board of Directors composed of five members, one of whom serves as Chair, governs the Newcastle Fire Protection District (NFPD). The Board meets monthly to conduct the District’s business. The District staff includes a Battalion Chief, a Clerk, three Captains, three paid fire fighters, and several resident fire fighters.

The Board has retained a Project Liaison, Joe Irvin, to assist with all matters related to siting and building a new fire station.

Project Sponsor

NFPD is the public sponsor for this RFP and will execute all required contracts to support the project; direct and manage the Consultant(s); oversee the work product and deliverables; and fund the project. All proposals, plans and specifications will comply with California law concerning public construction and will be subject to final approval of NFPD. NFPD’s project liaison will serve as the point of contact for all issues related to the professional services contract resulting from this RFP.

Timetable

Responses to this RFP are due and must be received at the Newcastle Fire Station, 9211 Cypress St., Newcastle, CA 95658, Att. Patrice Metz, Board Clerk, no later than 4:00pm PDT on June 11, 2012 (please see below for more details about the response package schedule). Any questions or pre-response correspondence about the RFP must be addressed and directed to Joe Irvin, NFPD Project Liaison: (email) irvinjj@gmail.com (phone) 916-417-9537.

Schedule

May 21, 2012 – Public Release of RFP
June 11, 2012, 4:00pm PDT - Last Day to Submit RFP
June 12 – June 19, 2012 – Interviews with Finalists
June 26, 2012 – Contract Award Decision
June 27, 2012 – Project Work Begins
BACKGROUND

The town of Newcastle was officially incorporated in 1863, a small hamlet with ties to the area’s gold rush and subsequent commerce. Soon, it became a prominent fruit-growing hub for northern California, and with the construction of the railroad, served as a vital distribution link for decades to come.

Newcastle’s fire station building was donated to the town in the early 1900s. Volunteers served fire and emergency response until the 1980s. Then, in 2006, the Newcastle Fire Station suffered damage that rendered the building uninhabitable primarily due to its inability to meet earthquake safety standards. Subsequently, fire fighters have had to sleep outside the station, in a trailer, with a long extension cord plugged in to provide light and heat.

In October 2009, the Friends of the Newcastle Fire Protection District Committee was formed, composed of members of the Newcastle Community Association, the Newcastle Area Business Association, the Newcastle Elementary School District and the Newcastle 49er Lions Club.

This Committee performed an extensive analysis of the expenditure and revenue needs of the NFPD, and concluded that a reasonable increase in firefighter compensation and a suitable fire station could only be accomplished by an enhancement in revenues; the Committee then recommended a benefit assessment to the NFPD Board. In November 2011, the NFPD Board of Directors entered into a contract to proceed to a vote for a parcel tax (changed from a benefit assessment to a parcel tax in light of the West Point Fire Protection District appellate court decision), to take place in March 2012.

On March 6, 2012, Measure B passed with nearly a 69% support vote. A two-thirds vote of participating voters was required. The assessment begins with the 2012-13 property tax bills (usually mailed in September, with a 1st portion due date in December).

The District Board is now taking action to finalize a decision on the best site for a station that can be built and maintained within budget.

Leading up to the decision for a parcel tax request, the NFPD Board discovered that all funders reasonably require a definite site location and preliminary station plans. As a consequence, the NFPD Board investigated multiple properties to determine suitability for a fire station.

All of these actions were required as the community and the NFPD Board moved forward to adequately fund the firefighting and emergency medical services upon which all rely. The community now eagerly anticipates the plan to locate and build a new fire station.
FIRE STATION FACILITY NEEDS
With input from District fire fighters and other advisors, the Board is seeking a functional station that includes the following elements:

- Approx. 8,000 sf structure
- Compliant with current Fire Station Guidelines for an emergency facility
- 2 to 4 bays for apparatus trucks, possibly drive-thru if space allows
- Dorm quarters for 6 to 8 fire fighters
- Kitchen and recreation / living space for fire fighters
- Turnout room
- Administration, public meeting space, restrooms, and parking

SELECTED SITE DETAILS
The Board is poised to make a decision on a site at a time coinciding with the issuance of this RFP. It is anticipated that the site for this Feasibility Study will be known prior to the response deadline. Interested applicants may wish to follow the Board's actions up to the time when this RFP is finalized.
SCOPE OF SERVICES

This Feasibility Study is designed to be accomplished in four phases. The Board contemplates an approach where each phase in succession is completed prior to moving to the next one, so that if at any time there were a determination that a station could not be built – or would require extraordinary costs in order to build – the Feasibility Study would stop without further incursion of time and expenses. In order to make this process clear to both parties, the Consultant shall prepare a Flowchart outlining the recommended order of tasks. The Consultant is invited to offer alternatives to this Scope in each of the phases if these changes can be demonstrated to diminish the workload and the cost.

Phase I

1) Site Survey: Consultant shall deliver Survey Services (if needed) on the chosen property. This includes securing a Title Report; preparing a plot map of all current deeds identified, including easements and Rights of Way; and a topographical survey and map to show all known and existing utilities, fencing, culverts, power lines, and other customary components of such a task.

2) Cal Trans Right of Way Transfer (if needed): The NFPD Board is already in discussion with Cal Trans on deeding a small parcel associated with one of the potential sites; Consultant shall work with NFPD, if needed, at a specified hourly rate to help coordinate completion of this task.

3) The expected time for completion of Phase I is 1 week.

Phase II

1) Utilities and Drainage Control: Consultant shall assess the availability and suitability of all necessary infrastructure to support the Fire Station, including but not limited to: 1) new water line(s), if required, 2) new sewer line(s), if required, 3) efficient waste storage and disposal and recycling, and 4) adequate storm drainage and storm water control measures to meet the standards of the Regional Water Quality Control Board and as required by Placer County; and an assessment of the available space for siting a station, including setbacks, line of sight issues (if any), height restrictions, maximum allowable area for development on the site, and other unique requirements for operating a fire station such that a determination can be made whether the site will work. The infrastructure study shall be of sufficient detail to be able to estimate costs of installation.

2) The expected time for completion of Phase II is 1 week.

Phase III

1) Geotech Report: Consultant shall deliver a Geotechnical Report that includes but is not limited to soil samples and exploratory trenches; seismic study in accordance with the California Building Code; grading requirements; and recommendations for foundations, retaining walls (as deemed necessary),
pavement, and other pre-construction site development work needed. The Geotech Report shall include estimated costs for all recommended site preparation work.

2) The expected time for completion of Phase III is 2 weeks.

Phase IV

1) Environmental Assessment: Consultant shall prepare a study in accordance with the Placer County Community Development Resources Agency’s Minor Land Division Environmental Questionnaire that examines environmental aspects of developing the site, including: historical use of the property; site geology; hydrology characteristics, including drainage and an analysis of potential mitigation steps for ensuring water runoff from future development is in compliance with State of California and Placer County regulations; identifying the presence of and potential impact (if any) of any special conditions or sensitive receptors present, such as wetlands, endangered species, and native trees (e.g., Quercus sp.); any beneficial use groundwater; onsite and nearby contaminant plumes (if any); potential hazardous waste (including preliminary plan for cleanup or containment strategies); noise; air quality; aesthetics; sewage disposal; and transportation/circulation impacts. The Environmental Assessment will help determine whether a Negative Declaration or an Environmental Impact Report will be prepared in the future.

2) Traffic-related Mitigation: Consultant shall determine what, if any, steps will be required for the chosen site to comply with County traffic safety issues, such as signal or flashing lights, signage, and lane or shoulder widening; this step shall include estimated costs for compliance.

3) Permit Process Timeline: Consultant shall develop a summary of expected permitting needs, costs and milestones leading up to the point of groundbreaking for the fire station project.

4) The expected time for completion of Phase IV is 2 weeks.
PROPOSAL FORMAT

Submission Instructions
To be considered for the project, Consultants must meet the following minimum requirements:

a. Firm(s) must be licensed to practice in California and meet the State Government Codes §4525-4529.5;
b. Have provided Feasibility Study Services for at least one (1) Fire Station or Public Facility in California;
c. The selected Consultant must be available to begin working on this project by June 22, 2012 - any proposed changes in team members after the contract has been signed will require written approval by NFPD;
d. Have the ability to provide staffing and resources necessary to meet the schedules and needs of this project, including a designated project manager;
e. Should the firm be selected to participate in an interview, the Consultant’s designated project manager must present the firm’s qualifications to NFPD and take the lead in answering questions.

All proposals should include the following:

1) Submit proposal in 8.5”x11” format, 12 pt. font, double sided, with 1” margins.
2) A letter of interest containing relevant information, such as experience in providing similar services in the past, company background, and brief bio’s of the principals involved. The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.
3) The legal name, address, and telephone and fax numbers of the principal office (national headquarters, if applicable) and local office. If services will be provided from additional locations, provide information for these sites as well.
4) Year established.
5) Type of organization (partnership, corporation, etc.).
6) Name, title, address, telephone and fax number, and e-mail address of the person to whom correspondence should be directed.
7) Description of any pending litigation or litigation that was settled in the past three years.
8) General Qualifications: Describe the qualifications, experience and capabilities of the firm in providing the type of services being request by this RFP.
9) Fire Facilities Project Experience: Describe the firm’s experience working on public safety/fire station facility projects, if any. Describe any relevant public works experience.
10) Cost for conducting entire study, including a breakdown for each of the four phases (cost may be an estimated fixed fee or an hourly rate with estimated hours).
11) References from at least three previous public facility clients.
12) Statement of Non-Discrimination in employment.
13) Additional support material as desired, such as brochures, graphics, or recommendations.
14) The complete proposal shall be submitted in a sealed envelope labeled “RFP Response: NFPD Feasibility Study”. Please provide one (1) original and seven (7) copies, and a CD with the proposal in Word/Excel and PDF format.
15) The complete proposal must be received in the Newcastle Fire Protection District headquarters no later than 4:00pm PDT on June 11, 2012.

The selected Consultant or Consultant Team shall meet the criteria described herein and the best-qualified firm/team for this particular project will be selected by an evaluation committee comprised of representatives from and determined by NFPD.
SELECTION

Process

The elements and sequence of the qualification-based process are as follows:

1) Issuance of RFP
2) Submittal of a response package from prospective Consultants to NFPD
3) Evaluation of RFPs by NFPD and staff
4) Selection of Finalists for Interviews
5) Selection of a top ranked Consultant

Based upon the submitted written responses to this RFP, the NFPD selection team shall select two to three consultant teams to interview.

At the interview, the NFPD Board will expect the Consultant to present a summary of team members and their qualifications. The project manager, if different from the Consultant, must be present for the interview to proceed. The presentation will be followed by a question and answer period.

Criteria

The final selection will be based upon the following criteria:

a. The team’s responsiveness to the RFP
b. The team’s past experience with similar projects
c. The team’s understanding of the scope of the work and demonstrated ability to complete the work successfully
d. The team’s cost competitiveness
e. Consultant’s demonstrated ability and management commitment to successfully complete a project within budget and schedule
f. The team’s demonstrated ability to communicate clearly and effectively with a public agency and its Board of Directors
CONDITIONS OF REQUEST

General Conditions

Newcastle Fire Protection District (NFPD) reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, NFPD makes no representations that any agreement will be awarded to any organization submitting a proposal. NFPD reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

NFPD also reserves the right to reject any sub-consultant or individual working on a consultant team and to replace the sub-consultant or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

Public Records Act

Response to this RFP becomes the exclusive property of NFPD. At such time, NFPD may recommend a firm to the NFPD Board of Directors, and when such recommendation appears on the NFPD Board of Directors’ Agenda, all proposals submitted become a matter of record and shall be regarded as public record.

Time is of the Essence

The agreement between NFPD and the successful proposer will contain the following clause:

“Consultant and NFPD agree that time is of the essence regarding the performance of this agreement.

“It is agreed by the parties to the Agreement that in case all of the work called for under each phase of the Agreement is not completed before or upon the expiration of the time limit as set forth for each phase, damage will be sustained by NFPD, and that it is and will be impracticable to determine the actual damage which the NFPD will sustain in the event of and by reason of such delay. It is therefore agreed that the consultant will pay to NFPD the sum of $500 per day for each and every day’s delay beyond the time prescribed to complete the work; and the consultant agrees to pay liquidated damages as herein provided, and in case the same are not paid, agrees that NFPD may deduct the amount thereof from any money due or that may become due the consultant under the agreement.

“It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, NFPD shall have the right to extend the time for completion or not, as may seem best to serve the interest of NFPD; and if it decides to extend the time limit for the completion of the Agreement, it
shall further have the right to charge the consultant and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement and which accrue during the period of such extensions. The consultant shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the NFPD, fire, flood, epidemic, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the consultant shall, within one (1) day from the beginning of such delay, notify NFPD in writing of the causes of the delay. NFPD shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.”

Liability of Costs and Responsibility

NFPD shall not be responsible for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to this request. The person or organization responding to the request shall hold NFPD harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the Newcastle Fire Protection District.

The selected lead consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected lead consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Proposer’s Representative

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Deliverables

The Consultant shall submit seven (7) copies of each phase and each final document and a computer disk containing each phase and all final documents and all information are to be provided. The Consultant will develop a system to assemble, organize, store and utilize data in an electronic format. The Consultant is to provide the documents for each phase and for the final report, if any, as follows:

1) Drawings to be provided electronically in BOTH AutoCAD 2000 and PDF format on computer disk and one set of reproducible sheets; and

2) Reports and specifications to be provided electronically in BOTH Microsoft Word/Excel and PDF format on computer disk and one reproducible copy.
Validity

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing June 11, 2012, during which time NFDP may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

Standard Consultant Agreement

A sample consultant agreement will be provided as an addendum for the proposer’s review and comment to those proposers selected for interviews prior to the interview date. If a proposer wishes to take exception to any of the terms and conditions in the consultant agreement, these should be identified specifically, in writing, at the time of the interview; otherwise it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the NFDP disqualifying a candidate. Any exceptions to terms, conditions, or other requirements must be clearly stated in writing. Otherwise the NFDP will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The NFDP will consider such exceptions as part of the evaluation process, which may constitute grounds for rejection of the proposal.

Permits and Licenses

Proposer, and all of proposer’s sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of the agreement all appropriate permits, certificates and licenses.

Oral and Written Explanations

NFDP will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after the award becomes binding when confirmed in writing by an authorized NFDP official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

Restrictions on Lobbying

The agreement will be subject to 24 CFR 87 which prohibits the payment of Federal funds to any person for influencing, or attempting to influence, any public officer or
employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or agreement.

**Insurance**

General Liability, Automobile, Professional Liability and Worker’s Compensation insurance are required. On or before the commencement of the terms of the agreement, consultant shall furnish NFPD with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance coverage. Such certificates, which do not limit consultant’s indemnification, shall also contain substantially the following statement: “Should any of the above insurance coverage by this certificate be cancelled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days notice to the NFPD by certified mail.”

**Coverage**

Consultant shall maintain the following insurance coverage:

1. **Workers’ Compensation:**
   Statutory coverage as required by the State of California.

2. **Liability:**
   Commercial general liability coverage in the following minimum limits:
   - Bodily Injury: $1,000,000 each occurrence
   - Property Damage: $1,000,000 each occurrence
   - $2,000,000 aggregate

   If submitted, combined single limit policy with aggregate limits in the amount of $1,000,000 will be considered equivalent to the required minimum limits shown above.

3. **Automotive:**
   Comprehensive automotive liability coverage in the following minimum limits:
   - Bodily Injury: $1,000,000 each occurrence
   - Property Damage: $2,000,000 each occurrence
   - OR
   - Combined Single Limit: $2,000,000 aggregate

4. **Professional Liability:**
   Professional liability insurance, which includes coverage for the professional acts, errors and omissions of consultant in the amount of at least $2,000,000.