

City of Sebastopol

REQUEST FOR STATEMENT OF QUALIFICATIONS/REQUEST FOR PROPOSALS
FOR PERFORMING ON-CALL CONSULTING SERVICES

PRE-QUALIFIED CONSULTANTS LIST

September 24, 2012

Statement of Qualifications/Proposals Due Date: Ongoing



ENGINEERING DEPARTMENT
714 JOHNSON STREET
SEBASTOPOL, CA 95472

(707) 823-2151

I) BACKGROUND

The City of Sebastopol is soliciting qualified consultants interested in being included in our Pre-Qualified Consultants (PQC) List. The PQC List was first formed in 2010, and is a list of pre-qualified consulting firms available to perform a variety of consulting services for City capital improvement projects. The City seeks consultants with demonstrated expertise and experience performing studies, infrastructure planning and design, construction management and other types of consulting services for public agencies, in one or more of the following disciplines:

- A) Street improvements (street widening, pedestrian facilities, bicycle facilities, street rehabilitation, beautification, landscape design)
- B) Traffic engineering (traffic counts, traffic studies, traffic control systems designs)
- C) Stormwater projects (including conduits, retention and infiltration facilities, water quality projects, creek restorations, Closed Circuit TV (CCTV) Inspection and cleaning)
- D) Parks and recreation improvements (Conceptual and project level planning and design)
- E) Water and Wastewater infrastructure design, planning and studies (water supply wells, pumping facilities, distribution and collection systems, master planning, regulatory compliance plans and projects)
- F) Land Surveying and Mapping
- G) Geotechnical (soils and materials testing, construction support)
- H) Structural Engineering
- I) City Engineer Consultant, Development Review, Engineering Plan Check Services
- J) Construction Management and Inspection Services

Firms will be selected for inclusion in the Pre-qualified Consultants List based on the quality, diversity and responsiveness of the proposals received. The application and Qualification period is open-ended until further notice. Consultants may be added to the list by approval of the City Council on a quarterly or semi-annual basis depending on the timing and number of applications received.

The qualified firms selected for the Pre-Qualified Consultants' list may be invited to provide consulting services on an "as-needed" basis for projects to be determined during the term of an Master Agreement whose initial term will be for 3 years. Upon execution of the Master Agreement the City may elect to solicit proposals from any or all selected consultants. Individual project contracts will be awarded by contract amendment, concurrent with the term of the master contract. Only those consultants with fully-executed Master Agreements will be eligible to respond to Requests for Proposal.

The City will award contract amendments for projects based upon a scope of services, work schedule, and fee proposal submitted to the City on request, and subject to approval by the City Council. For any given project, the City may elect to contract with more than one consultant based upon their field of expertise. Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.

To be included in the Pre-Qualified Consultants List, your firm must demonstrate successful completion of projects for which you have contracted directly with a public agency located in Northern California within the last five (5) years. Following are additional details about the scope of services anticipated by the City and instructions for preparing your Statement of Qualifications and Proposal.

II) SCHEDULE

The request for Statement of Qualifications is released effective September 5, 2012. It is the City's intent that this solicitation will be open-ended, until further notice.

Evaluation of proposals by the City will commence within 30 days of receipt. The City reserves the right to conduct follow-up interviews with applicants.

Qualifying consultants will be requested to enter into Master Agreements with the City. These Master Agreements will be presented to the City Council for approval quarterly, or upon a lesser frequency as determined by the City staff, depending upon the volume and timing of applications received in response.

III) SCOPE OF WORK

In general, consultants will be sought to perform engineering services on an "on call or as-needed" basis for various projects assigned by the City. The scope of work for any one project may involve all phases of project development including but not necessarily limited to the following:

- A) Preliminary Engineering** Prepare alternatives analyses, preliminary layouts, surveying, geotechnical services, and estimates of probable cost.
- B) Permits** Assist the City in obtaining approvals and permits from various agencies, including CALTRANS, Regional Water Quality Control Board, US Army Corps of Engineers, CA Department of Fish and Game, etc.
- C) Construction Documents** Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.
- D) Bidding Assistance** Assist the City with technical support during bidding phase for public contracts, attend pre-bid conferences and job walks, perform constructability review of other firms or own plans and specifications, prepare addenda, analyze bids, and recommend award.
- E) Construction Support/Construction Management** Attend pre-construction conferences; monitor construction schedule, visit construction site as required for progress and quality of work evaluation. Assist City with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.

IV) CITY'S RESPONSIBILITIES

The City will prepare a request for proposals for each project, including a scope of work and other information about the project. City will make available Standard Plans and Details and standard contract documents and general contract provisions for public works contracts, for the consultant's use. City will also furnish copies of any existing City plans, base maps and other background materials for consultant's use, as needed.

City staff will oversee actual bid solicitations, sales of plans and specifications, maintain planholders list and arrange for meetings. City is responsible for consultant contract and construction contract administration and funding compliance for grant-funded projects.

V) GUIDELINES FOR PROPOSALS

- A) Proposals shall be accompanied by the completed Application Form (Exhibit A)
- B) Proposals should not exceed 20 pages in length.
- C) Proposals must be signed by the individual who is authorized to execute the Master Agreement, should your firm be selected for the Prequalified List.
- D) Proposals shall include Pre-qualification documentation demonstrating that the firm has contracted directly with public agencies located in Northern California within the last five (5) years and successfully completed a minimum of 4 (four) projects in each of one or more of the categories listed in the BACKGROUND section above.
- E) Documentation for each referenced project in each category included in your proposal shall include information in the format shown below:
 - 1) Client Name
 - 2) Project Name and Description
 - 3) Project Start and End Dates
 - 4) Client Project Manager Name, Phone Number, Address
 - 5) Consultant Staff Project Manager
- F) Proposals shall include a summary section describing your understanding of the Pre-qualification list and potential project assignments.
- G) Statement of Qualifications: The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 - 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this work.
 - 2) A summary of your firm's demonstrated capability, including length of time in business.
- H) Proposals shall include your firm's general billing information, including
 - 1) Schedule of Hourly Rates, including any special rates offered to public agencies.
 - 2) Travel-time charge-out policy.
 - 3) Vehicle or equipment charge-out policy.

- 4) Percentage mark up for of reimbursable expenses.

VI) PROCESS FOR SUBMITTING PROPOSALS

- A) Proposals should focus on information requested above; brochures and promotional materials may be submitted with your application, but shall be bound separately from the proposal.
- B) Submit 3 (three) paper copies of Proposal, one of which is unbound, plus a CD containing a .pdf version of the complete proposal, in a sealed envelope addressed to:
Susan Kelly, Engineering Director
Sebastopol Engineering Department
714 Johnson Street
Sebastopol, CA 95472
RE: SOQ FOR PREQUALIFIED CONSULTANT LIST

VII) Proposals shall be submitted in person, or by mail or delivery service. Faxed or e-mailed proposals will not be accepted.

VIII) QUESTIONS

Questions regarding this SOQ, its requirements, or the PQC list in general may be submitted in writing only, and preferably by e-mail, to Susan Kelly, Engineering Director, at skelly@cityofsebastopol.org.

Responses to individuals questions will be via e-mail. Questions and answers will be compiled and posted from time to time on the Engineering Department's "Contractors and Consultants" page, under "Pre-Qualified Consultants List: <http://ci.sebastopol.ca.us/page/contractors-consultants-engineering>

Prior to submitting proposals, consultants should not contact any other City personnel, elected or appointed officials, other than the Engineering Director. The City reserves the right to reject any proposal for violation of this provision.

IX) EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon "Qualifications Based Selection" (QBS) for professional services. The following criteria will be used in evaluating the proposals:

- A) Responsiveness to solicitation; understanding of project.
- B) Pre-qualification project documentation/demonstration of relevant experience.
- C) General qualifications and experience of the firm, project manager and other key individuals assigned to projects.

- D) Clarity of proposal.
- E) Information obtained from reference checks.

The City may also contact responding firms to clarify information in proposals or to seek and review additional information deemed pertinent to the evaluation process. The evaluation committee shall determine the final Pre-qualified Consultants list in consideration of the best interests of the City.

After written proposals have been reviewed, telephone or in-person interviews with prospective firms may or may not be conducted by the City. If scheduled, oral interviews will be in an informal question/answer format for the purpose of clarifying the proposal. The individuals who represent your firm in any scheduled interview must include the person who would be directly responsible for carrying out the contract.

A Notification of Intent to Award will be sent to the consultant(s) selected. Award is contingent upon the successful negotiation of final contract terms contained in the Master Agreement, and subject to approval by the City Council.

Negotiations shall be confidential and not subject to disclosure to competing consulting firms unless an agreement is reached. The City will place all consultants with whom a Master Agreement is executed on our Pre-qualified Consultants list.

X) STANDARD TERMS AND CONDITIONS

- A) This RFP/RFQ does not commit the City to award a contract or to pay any costs incurred for any services.
- B) The City, at its sole discretion, reserves the sole right to determine which consultants are ultimately included in the Pre-qualified Consultants list.
- C) All Proposals will become the property of the City of Sebastopol. Any proprietary information contained in the proposal, should be clearly identified as such.
- D) The City reserves the right to amend this RFQ/RFP from time to time. The current version will be posted on the City web site. <http://ci.sebastopol.ca.us/page/contractors-consultants-engineering>
- E) The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City.
- F) Prior to award, the apparent successful firm(s) may be required to enter into discussions with the City to resolve any contractual differences. If no resolution is reached, the proposal may be rejected.

- G) Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- H) Insurance Requirements. Successful proposers who are invited to be included on the Pre-qualified Consultants List must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix C, Insurance Requirements for Consultants, prior to City approval of the Master Agreement. No exceptions will be made to this requirement.

It is the proposer's responsibility to review these requirements carefully, prior to submitting a proposal in response to this solicitation. Your response must indicate your familiarity with the insurance requirements and your willingness to comply with them, as they are written. If you take any exceptions to the terms of the contract these must be included in your proposal, in writing. The City will consider this in determining responsiveness to the Request for Proposal.

**APPENDIX A
APPLICATION FORM FOR
CITY OF SEBASTOPOL
PRE-QUALIFIED CONSULTANTS LIST**

APPLICANT

Business Name: _____
Contact Person for Agreement: _____
Business Mail Address: _____
City, State, Zip: _____
E-Mail Address: _____
Phone: _____ Fax: _____
Contact Person for Proposal: _____
Title: _____ E-mail: _____
Phone: _____ Fax: _____

Current City of Sebastopol Business License: Yes Expires: _____ No

Please indicate whether you currently have a City of Sebastopol Business License. Note: Consultants are not required to maintain a current City Business License except when actively working on a project under an executed Amendment to the Master Agreement.

SERVICES OFFERED IN RESPONSE TO THIS REQUEST FOR PROPOSALS:

Please list all types of work for which you wish to be considered. Consultants will be ineligible to respond to Requests for Proposals for types of work not specifically included in your application and SOQ. If you provide other types of services than those listed in the SOQ, please list them here as well.

By signing this application and proposal the undersigned confirms that I have read this solicitation in its entirety, and understand the information and requirements described herein, including general contract terms and insurance requirements agree to comply with these, should my firm be selected, except as I have otherwise noted in my Proposal.

Authorized Signature: _____ Date: _____

APPENDIX B

**DRAFT MASTER AGREEMENT FOR
ON-CALL ENGINEERING CONSULTING SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the City of Sebastopol, a municipal corporation located in the County of Sonoma, State of California, hereinafter referred collectively to as "CITY" and _____, a _____ with principal offices at _____ CA, hereinafter referred to as "CONSULTANT",

WITNESSETH

WHEREAS, CITY has the need for services performed by qualified Consultants from time to time; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain CONSULTANT for the performance of said services; NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY, pursuant to the authority set forth at Government Code Section 36505, does hereby appoint CONSULTANT, in a contractual capacity, to perform the following services on an "on call, as needed" in accordance with the terms and conditions hereinafter set forth;

The type of Engineering Services to be provided include:

TBD

1. CAPITAL PROJECTS - As assigned, pursuant to approval of scope of work and fee proposal by the City Council, perform services which may include but are not necessarily limited to the following:

- a) Preliminary Engineering: Prepare alternatives analyses, preliminary layouts, surveying, geotechnical services, and estimates of probable cost.
- b) Permits: Assist the City in obtaining approvals and permits from various agencies, including CALTRANS, Regional Water Quality Control Board, US Army Corps of Engineers, CA Department of Fish and Game, etc.

- c) **Construction Documents:** Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.
 - d) **Bidding Assistance:** Assist the City with technical support during bidding phase for public contracts, attend pre-bid conferences and job walks, perform constructability review of other firms or own plans and specifications, prepare addenda, analyze bids, and recommend award.
 - e) **Construction Support/Construction Management:** Attend pre-construction conferences; monitor construction schedule, visit construction site as required for progress and quality of work evaluation. Assist City with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.
- 2) **OTHER MISCELLANEOUS SERVICES** - CITY may from time-to-time have the need for other services not specifically listed in this agreement for which CONSULTANT has the necessary experience and capabilities to provide. CITY, may authorize CONSULTANT to perform such selected services on an as-needed basis.
- 3) **PROJECT ASSIGNMENTS**
- a) the City may from time to time during the term of this agreement, solicit proposals from CONSULTANT for various City projects. Individual project assignments will be awarded by amendments to this agreement, concurrent with the term of the master contract.
 - b) The City will award contract amendments for each project based upon a scope of services, work schedule, and fee proposal submitted to the City on request, and subject to approval by the City Council. For any given project, the City may elect to contract with more than one consultant based upon their field of expertise.
 - c) Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.
- 4) **RECORDS** All records produced by CONSULTANT during the course of your work under this agreement are and at all times shall remain the property of the CITY. CONSULTANT shall assemble these records in an orderly fashion and store same, for at least three years, in a mutually agreed upon location so that they may be reasonably available to the public or to the officials of CITY as required. Copies of records shall be provided to the City from time to time, as requested.
- 5) **TERMINATION** - This Master Agreement may be terminated at will by either party with or without cause upon 30 days written notice.
- 6) **GENERAL CONDITIONS**
- a) CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by CONSULTANT performing services hereunder for CITY.

- b) All documents, including but not limited to plans and specifications, prepared by CONSULTANT are instruments of services, only. They are not intended nor represented to be suitable for reuse on extensions of this project or any other project. Any reuse without specific permission by CONSULTANT shall be at the users sole risk. CITY hereto agrees to save, keep and hold harmless CONSULTANT from all damages, costs or expenses in law and equity including costs of suit and attorneys fees resulting from such reuse.
 - c) CONSULTANT agrees to save, keep, hold harmless and indemnify CITY and its officers, and employees from all damages, in law and equity caused by any negligent act or omission to act on the part of CONSULTANT or any of its officers, employees or subcontractors. CITY shall save, keep, hold harmless indemnify CONSULTANT from all damages suffered in the performance of the authorized by this Agreement that are not the result of wrongful acts of the CONSULTANT, its officers, employees or subcontractors.
 - d) The term CONSULTANT as used in paragraph e) shall mean CONSULTANT. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees. Refer to Exhibit “B”, INSURANCE REQUIREMENTS FOR CONSULTANTS (REMIF), attached hereto and thereby made a part of this contract.
- 7) NOTICES - For purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

City Manager
City of Sebastopol
7120 Bodega Avenue
Sebastopol, CA 95472

For the purposes hereto, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the CONSULTANT'S behalf is:

[CONSULTANT CONTACT INFORMATION AND ADDRESS]

- 8) ARBITRATION - All claims, disputes, and other matters in question between the parties to this AGREEMENT, or breach thereof, may be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.
- 9) MISCELLANEOUS
 - a) The titles used in this agreement are for general reference only and are not a part of the Agreement.

- b) This Agreement shall be interpreted as though prepared by both parties.
- c) Any provision of this agreement held to violate any law shall not invalidate the remainder of this Agreement.
- d) This Agreement shall be interpreted under the laws of the State of California.

10) TERM OF AGREEMENT – This Agreement shall remain in effect for an initial term of 3 (three) years. Extensions of the agreement may be made upon mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF SEBASTOPOL

CONSULTANT

City Manager

Principal

Approved as to Form:



City Attorney

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations, as applicable**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Workers' Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail return receipt requested, has been given to the City.
5. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the city.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Source: Redwood Empire Municipal Insurance Fund, Insurance Requirements in Contracts, Revised 6/8/2010 per phone conversation with Jeff Davis, General Manager, REMIF.