

Agenda Report Reviewed by:
 City Manager: 

**CITY OF SEBASTOPOL
 CITY COUNCIL
 STAFF REPORT**

Meeting Date: February 16, 2016
To: Honorable Mayor and City Councilmembers
From: Engineering Manager Henry J. Mikus
Subject: Request for RFPs for Bike Lanes on Local Streets
Recommendation: Approval of RFP and Direction to Commence Competitive Procurement
Funding: Currently Budgeted: ___ Yes ___xxx___ No ___ N/A

Net General Fund Cost:

Amount: \$

If Cost to Other Fund(s): up to \$50,000.00
 Traffic Impact Fund

Introduction: To provide infrastructure improvements to the City streets to better accommodate bicycle and pedestrian traffic, the City of Sebastopol participated with other regional partners to establish a County-Wide Bicycle and Pedestrian Master Plan (Plan). This Plan contains a section that functions as the City of Sebastopol Bicycle and Pedestrian Master Plan (the Sebastopol Plan).

Discussion: The Sebastopol Plan was developed as a stand-alone section that works and coordinates with the County-Wide Plan of which it is an integral part. The Sebastopol Plan was developed as a collaborative project by City staff and citizens, our regional Plan partners, SCTA's Bicycle & Pedestrian Advisory Committee, and a focused project steering committee. The process included numerous public workshops and public review periods.

After the Plan was adopted, the City determined additional study was needed to further refine the Sebastopol Plan regarding designation of Class 2 bike facilities. The City completed a Bike Lane Feasibility Study in mid 2011 to further enhance the Sebastopol Plan.

The Sebastopol Plan contains the following language: "Goal 7, make it easier and safer for people to travel by bicycle" and "Plan 21, Establish a comprehensive and safe system of bicycle trails connected to all parts of the City." To meet this goal and implement the plan, the Sebastopol Plan establishes creating/improving 9.20 miles of bikeways within Sebastopol, as follows: 2.33 miles of Class 2 bike lanes, 2.92 miles of "Sharrows" or shared lane markings, and 3.95 miles of Class 3 routes.

This total body of work was divided into two separate projects for several reasons, including managing available money, design efficiencies, and constructability. The first portion was to focus on bike lanes on the two State Highways that bisect the City, SR 12 and SR 116. The design work for this project is about 95% complete. The second portion, which concentrates on local streets, has had no design work done. Unfortunately, a grant application to fund construction of the first

project, the State Highways portion, was not successful on its initial submittal. The City had earmarked 20% of the project cost, at \$200 K, as its matching, in-kind contribution.

With the demise of the possible grant funding, at its January 19, 2016 meeting the City Council discussed possible appropriate uses for the now-available in-kind money. As a result, the Council directed staff to prepare a "Request for Proposals" (RFP) for the design of the bikeways for the local streets. The draft RFP is attached, and presented for the City Council's review, comment, and approval. An admittedly very rough estimate for the cost of this design work was \$50 K.

Recommendation: Staff recommends the City Council approves the draft RFP and directs staff to follow the competitive procurement process with the RFP to obtain the services of an engineering consulting firm for the local streets bikeways design work.

Attachments:

Local Streets Bikeways RFP

CITY OF SEBASTOPOL
REQUEST FOR PROPOSAL
**PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES,
ENVIRONMENTAL DOCUMENTATION AND PERMITTING
FOR
CLASS 2, CLASS 3, AND SHARROWS BIKE LANES ON LOCAL CITY
STREETS IN THE CITY OF SEBASTOPOL**
February 16, 2016

INTRODUCTION

This RFP is open only to consultants with current Master Agreements for Engineering Consulting Services with the City of Sebastopol. The City of Sebastopol is soliciting proposals from qualified consulting firms to prepare plans, specifications and estimates, and, with assistance of the City staff, to complete the environmental documentation and permitting for the implementation of Class 2, Class3, and “Sharrows” Bicycle Lanes on local streets in the City of Sebastopol.

I. BACKGROUND

In 2011, the City Council approved the final Sebastopol Bike Lane Feasibility Study (Study) prepared by Whitlock & Weinberger Transportation, Inc. In November, 2011, the City Council amended the City’s Bicycle and Pedestrian Master Plan (BPMP) to include the various projects recommended in the Feasibility Study. The projects in the BPMP envision multiple enhancements to the City system of bikeways via enhanced or new lanes to create an integrated system. The majority of the work is divided among two separate yet connected projects: the State highway portion, for which the design is underway under a separate contract consisting of approximately 3.25 miles of Class 2 Bike Lanes to be installed on State Route 116 in Sebastopol, and the local streets portion which addresses 12.8 miles of bike ways on non-state highway local streets. The local streets will be designed as either Class 2 or 3 bikeways, or as “Sharrows” with shared pavement and striping (see Appendix B for a detailed list of bike pathways). It is the design of this local streets portion that is the subject of this solicitation. The City’s current Bicycle and Pedestrian Master Plan, the Final Report for the Feasibility Study and final Appendices for the Feasibility can be downloaded from the City’s web site at the following link: <http://ci.sebastopol.ca.us/page/streets-bikes-pedestrians>

II. PROJECT DESCRIPTION

The scope of work for this project will be preparation of engineering design and construction documents, construction specifications and estimates, support to City staff in preparing any required environmental documentation, and obtaining all required permits for the project, including but not limited to an Encroachment Permit from Caltrans.

III. CONSULTING SERVICES REQUIRED

The successful consultant will be an appropriately licensed engineer, experienced in the design of bicycle facilities, with a thorough knowledge of Caltrans' current standards for projects located on State Highways or local city streets. Consultant shall have a current Master Agreement for Engineering Consulting Services with the City of Sebastopol, under our Pre-Qualified Consultants program.

During the preparation of the feasibility study, City staff and our consultant worked closely in a series of meetings with Caltrans Bicycle Coordinator and other District 4 departments staff to arrive at a preliminary project design that had Caltrans support. Consultants are directed to become familiar with the particulars of the Study as a starting place for design.

IV. SCOPE OF SERVICES

Task 1 – PREPARE PRELIMINARY DESIGN

1. Attend project Kickoff Meeting with City Staff to discuss the feasibility study, the project approach and schedule, administrative matters, communications, information needs, etc.
2. Perform Inventory of Existing Conditions – The Study contains a good basis of information about the streets where bike lanes are planned. The consultant will need to visit the location of work to become familiar with the physical layout, traffic, and other particulars in the field.
3. Prepare base maps for project plans.
4. Prepare preliminary layouts for Environmental documents and Encroachment Permit review by Caltrans. Encroachment Permits will likely be required wherever local streets with work under this project intersect State Highways.

Meetings: The City is assuming two to three meetings in City offices, including the kickoff meeting with staff.

Deliverables: One electronic file and three paper copies of all materials provided to Engineering Department.

Task 2 - BIDDING AND CONSTRUCTION DOCUMENTS

Prepare detailed plans and specifications for the work, including the following:
Striping, pavement marking and signing plans and construction specifications.
Plans and specifications for pavement replacement or rehabilitation required prior to implementation.

A Traffic Management Plan showing any significant detours that may be required.

Preparation of final Environmental documents.

Preparation and submittal of Encroachment Permit application to Caltrans.

Engineer's Cost Estimate of the proposed work.

Submittals:

50% Design Submittal
90% Design Submittal
Final Design Submittal

Meetings: As required - assume a minimum of two meetings with City staff, one meeting at Caltrans District 4 offices in Oakland, and one presentation of completed plans to City Council

Task 3 – DELIVERY OF PROPOSAL

Six copies of the proposal shall be delivered no later than 2:00 p.m., on Thursday, March 17, 2016. Proposals should be addressed to

Henry J. Mikus, Engineering Manager
City of Sebastopol Engineering Department
714 Johnson Street
Sebastopol, CA 95472

V. FORMAT AND CONTENT OF PROPOSAL

The format and content of the proposal shall be as described below. Excluding any detailed resumes and corporate brochures (which may be included with, but shall be submitted separately from the proposal) the Proposal shall be limited in length to 10 pages, including tables and figures.

A. Project Approach

Provide a narrative description of the project based on your understanding of the City's needs. The City will assess your understanding of all aspects of the project based on the approach.

B. Scope of Work

Provide a detailed description of the proposed scope of work, including tasks and subtasks and plan to implement the work. The scope of work should recognize, address and provide for resolution of all aspects of the project. The scope of work should clearly delineate each deliverable which the Consultant shall provide including number of copies of documents. The proposal shall include enough detail to be used as an appendix to the Consultant Contract.

C. Related Experience

Provide a summary on experience of similar projects which the firm and the proposed team has completed within the past ten (10) years. Indicate which team members, if any, were involved in each project. Each project listed should include the team members involved along with their work performed.

D. Project Team

The proposed project team shall be identified including project manager, project engineers and/or team leaders, and all other key staff. Key tasks and percentage of time should be included, as well as a summary of relevant experience for team members. A project team organization chart shall be included. Resumes for each team member shall be included in the appendix. The City is adamant that the team members indicated in the proposal are the actual personnel performing the work.

E. Project Schedule

A project schedule for completion of the project shall be submitted with the proposal. All major meetings, tasks, and subtasks shall be included on the schedule. The schedule should be realistic, and should allocate sufficient time for City review of all major work projects, and for scheduling of meetings as required.

F. Conflict of Interest

Firms submitting proposals must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management or employees of the firm or other persons relative to the services to be provided for this project. If a firm has no conflicts of interest, a statement to that effect shall be included in the proposal.

G. Contract Terms

The City intends to use the contract terms including insurance requirements present in the sample agreement (Exhibit B), which accompanies this request. In responding to this request, proposer agrees to accept these terms and if selected, agrees to enter into an agreement containing such terms.

H. Labor Effort Estimate

Provide estimated labor effort for each task to permit the City to determine the level of detail and the number of management, engineering, technical, drafting and support personnel hours envisioned for each task. Estimates of hours for each staff classification shall be provided for each task.

I. References

For projects with similar services and of similar complexity, provide a minimum of two references for which the firm and project team members have provided comparable services. The name, address and telephone number of the clients shall be provided.

J. Fee Schedule

Provide a schedule of typical hourly rates for those job classifications to be billed to the project and an estimate of other direct costs to be billed to the project. Describe assumptions regarding any escalation of salary rates during the course of the project.

K. Cost Proposal

The Cost Proposal shall be submitted in a separate, sealed envelope at the time the Proposal is submitted. The fee proposal shall be comprehensive and shall include the fee for all work required and shall be a not-to-exceed amount.

VI. EVALUATION AND SELECTION PROCESS

Selection Committee:

The Selection Committee will be composed of the City Engineer, Engineering Manager, and the Public Works Superintendent.

Evaluation Criteria:

The Selection Committee will evaluate and rate each proposal based on the following items:

- Understanding of the work to be done
- Responsiveness to the RFP
- Experience with similar kinds of work
- Experience and qualifications of the project team
- Project approach and schedule
- Information obtained from references
- Financial responsibility

VII. SELECTION PROCESS

The City will review all proposals received for completeness and response to the requirements of this RFP. Familiarity and experience with similar projects will be evaluated, along with responses from previous clients on similar projects. The City may or may not elect to interview the firms to gain additional information or insight on the proposed design effort.

Subject to this additional research and/or interview, the City will notify consultants of its recommendation. The recommendation to the City Council will be made based on the technical review of proposals, evaluation of subsequent interviews, if any, and on the cost proposal. Final negotiations as to scope and cost will take place after selection of the firm by the City Council.

VIII. QUESTIONS AND CLARIFICATIONS

Questions regarding contractual requirements or insurance may be directed to:

Henry J. Mikus, Engineering Manager
City of Sebastopol Engineering Department
714 Johnson Street, Sebastopol, CA 95472
Phone (707) 823-2151 Fax (707) 823-4721
email hmikus@cityofsebastopol.org

Except for minor procedural questions, all requests for clarifications shall be made in

writing, by mail, fax or e-mail, and must be received by the City no later than 2:00 p.m. on Tuesday, March 1, 2016. All written questions and requests for clarification will be compiled and answered in writing, and e-mailed or faxed to all consultants receiving this solicitation by close of business on Thursday, March 3, 2016.

E-mail notifications are sent to the contacts included in our Master Agreements file. If you wish to change or update your contact information please contact Reyna Ramirez at 707-823-2151, or e-mail engineeringadmin@cityofsebastopol.org.

IX. RIGHTS AND REGULATION

The City of Sebastopol reserves the right to accept any proposal or reject any and all proposals. Successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations and any other applicable State and Federal Regulations.

Prior to award of contract, all proposals shall be held in confidence and will not be available for public review [Government Code Section 6254(h) and (k)]. Upon award to the successful proposer, all proposals shall be public record.

X. ADDENDUM AND PRIOR AGREEMENT

The City of Sebastopol shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. The City of Sebastopol shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

XI. ALTERNATIVES

Proposers may not take exception or make alterations to any requirements of the RFP, except with the written permission of the Engineering Manager. Alternatives may be submitted as separate proposals and so noted on the cover of the proposal. Please request clarification in advance.

City staff reserves the right to consider such alternative proposals, and to award a contract based thereon if determined to be in the City of Sebastopol's best interest and such proposal satisfies all minimum qualifications specified in this RFP. Please indicate in your cover letter that the proposal offers an alternative to the RFP.

XII. LOBBYING

The designated staff contacts for this RFQ/RFP shall be the Engineering Manager and the City Engineer. With the exception of contacting designated City staff to ask questions regarding this RFP, any party submitting a proposal or party representing a proposer shall not lobby any City of Sebastopol Council member, any other staff member, commissioner or boardmember regarding this RFP. Any party attempting to influence

the RFP process through ex parte contact may have their proposal rejected.

XIII. RETURN OF PROPOSALS

Submitted proposals will be returned only upon request of proposer. All cost proposals shall be in force for up to 90 days from submittal deadline. If award is not made within 90 days, proposers will be asked to resubmit cost proposals. Please note that award will not be based solely on the cost proposed.

XIV. INSURANCE

All contractors and subcontractors must satisfy the insurance requirements of the contract. See Exhibit D (Insurance Requirements for Consultants).

XV. EXHIBITS

Exhibit A – Location Map

Exhibit B – List of Project Locations

Exhibit C – Sample Amendment to Master Agreement

Exhibit D – Insurance Requirements for Consultants

City of Sebastopol

Exhibit "B"

PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES, ENVIRONMENTAL DOCUMENTATION AND PERMITTING FOR CLASS 2, CLASS 3, AND SHARROWS BIKE LANES ON LOCAL CITY STREETS IN THE CITY OF SEBASTOPOL

Class 2 Lanes

Corridor/Street	Begin	End	Length (miles)	Local or Regional Route	County Primary Network	MTC Regional Network	Jurisdiction	Priority
Morris Street	Eddie Lane	Sebastopol Ave	0.44	R	yes	yes	City	High
Laguna Parkway	Morris Street	McKinley Street	0.27	L	no	no	City	Medium
N Main Street	Healdsburg Ave	Eddie Lane	0.29	L	no	no	City	High
Bodega Avenue	Ragle Road	Washington Ave	0.83	R	no	yes	City	High
Covert Lane	Healdsburg Ave	Ragle Road	0.50	R	yes	yes	City	High
Total Class 2 Miles:			2.33					

Shared Lane Markings - Sharrows

Corridor/Street	Begin	End	Length (miles)	Local or Regional Route	County Primary Network	MTC Regional Network	Jurisdiction	Priority
Washington Ave	Bodega Ave	Huntley St	0.17	L	no	no	City	Medium
Murphy Ave	Huntley St	Healdsburg Ave	0.39	L	no	no	City	Medium
Valentine Ave	Murphy Ave	Ragle Road	0.57	L	no	no	City	Medium
Pleasant Hill Ave	Covert La	Bodega Ave	0.50	R	no	no	City	Medium
Bodega Avenue	Main Street	Washington Ave	0.28	R	yes	yes	City	High
Ragle Road	Covert Lane	Bodega Ave	0.52	R	yes	no	City	Medium
Willow Street	South Main St	Jewell Ave	0.20	L	no	no	City	Medium
Sebastopol Ave	SR Morris Street	Main Street	0.29	R	no	no	CalTrans	High
Total Sharrows Miles:			2.92					

Class 3 Lanes

Corridor/Street	Begin	End	Length (miles)	Local or Regional Route	County Primary Network	MTC Regional Network	Jurisdiction	Priority
Burnett Street	Petaluma Ave	High Street	0.14	L	no	no	City	Low
High Street	Wilton Ave	Willow St.	0.23	L	no	no	City	Low
Pitt Ave	Healdsburg Ave	Wilton Ave	0.20	L	no	no	City	Low
Wilton Ave	Pitt Ave	North High	0.03	L	no	no	City	Low
Jewell Ave	Bodega Ave	Meadowlark Dr	0.82	L	no	no	City	Low
Washington Ave	Murphy Ave	Libby Park	0.39	L	no	no	City	Low
Zimpher Drive	Valentine Ave	Covert Lane	0.21	L	no	no	City	Low
Pleasant Hill Rd	Bodega Ave	City Limits	0.34	R	no	no	City	Low
Fellers Lane	Gravenstein Hwy	Litchfield Ave	0.34	L	no	no	City	Low
Hayden Ave	Litchfield Ave	Jewell Ave	0.34	L	no	no	City	Low
Woodland Ave	First Street	McFarlane Ave	0.23	L	no	no	City	Low
McFarlane Ave	Woodland Ave	Lynch Road	0.24	L	no	no	City	Low
Lynch Road	McFarlane Ave	Jewell Ave Ext	0.15	L	no	no	City	Low
Lynch Road	Gravenstein Hwy	City Limits	0.05	L	no	no	City	Low
Danmar Drive	Gravenstein Hwy	City Limits	0.05	L	no	no	City	Low
Norlee Street	Covert Lane	City Limits	0.19	L	no	no	City	Low
Total Class 3 Miles:			3.95					

CITY OF SEBASTOPOL
CONTRACT NO. 2010-10-___

AMENDMENT NO. __ TO MASTER AGREEMENT FOR ENGINEERING
CONSULTING SERVICES

(Name of Consultant)

The parties hereto agree to amend the above-captioned agreement for the provision of Engineering Consulting Services to perform an Inflow and Infiltration Study, as per the Proposal dated _____, 2010, attached hereto and incorporated herein, in its entirety, by reference.

Costs not to exceed \$_____.

Prior to incurring any costs in excess of this "not to exceed" amount, consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost.

City assumes no responsibility for compensation of extra work performed by consultant with out prior notification to and written approval of City.

All of the terms and conditions of the above-referenced Contract 2010-10-__ remain in full force and effect.

Approved by Minute Order of the Sebastopol City Council on _____.

CITY OF SEBASTOPOL

CONSULTANT

Jack Griffin, City Manager

By:

Date: _____

Date: _____

**SAMPLE AMIENDMMENT TO
MASTER AGREEMENT**

EXHIBIT D

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: \$1,000,000 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. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
5. 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.
6. **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 affecting 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 affecting the coverage required by these specifications at any time.

Subconsultants

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all sub-consultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.