

City of Sebastopol

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

PRE-QUALIFIED CONSULTANTS LIST

Statement of Qualifications / Proposals Due Date: Ongoing



ENGINEERING DIVISION
714 JOHNSON STREET
SEBASTOPOL, CA 95472

Phone: 707-823-2151
Fax: 707-823-4721

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, and landscape design)
- B) Traffic engineering (traffic counts, traffic studies, and traffic control systems designs)
- C) Storm water 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, and construction support)
- H) Structural engineering
- I) City Engineer Consultant, development review, and 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 a **Master Agreement (Appendix B)**, whose initial term will be for three (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 Proposals.

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 was 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 thirty (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, 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, California Department of Fish and Wildlife, 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, and visit construction site as required for progress and quality of work evaluation. Assist City with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and 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, 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 (Appendix 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 Pre-Qualified Consultants 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 four (4) 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, and 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 subcontractors performing projects within the past five (5) 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 as follows:
 - 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 markup for 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 three (3) 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:

City of Sebastopol Engineering Division
714 Johnson Street
Sebastopol, CA 95472
RE: SOQ FOR PRE-QUALIFIED CONSULTANTS LIST

Proposals shall be submitted in person or by mail or delivery service. Faxed or emailed proposals will not be accepted.

VII) QUESTIONS

Questions regarding this SOQ, its requirements, or the PQC List in general may be submitted in writing only, and preferably by email, to Engineering Division, at engineering@cityofsebastopol.org.

Responses to individual's questions will be via email. Questions and answers will be compiled and posted from time to time on the Engineering Division's *Contractors and Consultants* web page <https://ci.sebastopol.ca.us/City-Government/Departments-Services/Engineering-Division/Contractors-Consultants>

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

VIII) 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 and understanding of project.
- B)** Pre-qualification project documentation and 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.

IX) STANDARD TERMS AND CONDITIONS

- A)** This RFQ/RFP 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 website (<http://www.ci.sebastopol.ca.us/City-Government/Departments-Services/Public-Works/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 Proposals.

APPENDIX A

APPLICATION FORM
FOR CITY OF SEBASTOPOL PRE-QUALIFIED CONSULTANTS LIST
APPLICANT

Business Name: _____
Contact Person for Agreement: _____
Business Mailing Address: _____
City, State, Zip: _____
Email: _____
Phone: _____ **Fax:** _____
Contact Person for Proposal: _____
Title: _____ **Email:** _____
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, and I agree to comply with these should my firm be selected, except as I have otherwise noted in my Proposal.

Authorized Signature: _____ **Date:** _____

APPENDIX B
CITY OF SEBASTOPOL
CONTRACT NO. 2022-01-XX
MASTER AGREEMENT FOR ENGINEERING CONSULTING SERVICES
[Consultant Name]

THIS AGREEMENT made and entered into this _____ day of _____, 2020 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 **[Consultant Name]**, a California Corporation with principal offices at **[1234 Fifth Street, City State, ZIP]**, hereinafter referred to as "CONSULTANT",

WITNESSETH

WHEREAS, CITY has the need for On-Call Engineering services; 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" basis, in accordance with the terms and conditions hereinafter set forth;

The type of Engineering or other services to be provided include:

Fill in from Proposal

- 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 construct-ability 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 user's 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 attorney's 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) 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 "A", INSURANCE REQUIREMENTS FOR CONSULTANTS, 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 of Sebastopol
Engineering Division
714 Johnson St.
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:

Name of Principal (who signs agreement)
Business Name
Address
City, State, ZIP

- 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

BUSINESS NAME

Larry McLaughlin, City Manager

Principal



EXHIBIT A City of Sebastopol 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, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance, as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.
If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.