City of Sebastopol

REQUEST FOR STATEMENT OF QUALIFICATIONS / REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES FOR BODEGA AVENUE BIKE LANES AND PAVEMENT REHAB PHASE 2 (CIP# 0514-22.06)

PRE-QUALIFIED CONSULTANTS LIST

Proposals Due Date: October 27, 5:00 P.M.



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Annroved	for	Re	lease:

A. M. Bertolero

Toni Bertolero, Public Works Engineer

October 2, 2025

Date

PUBLIC WORKS DEPARTMENT

714 JOHNSON STREET SEBASTOPOL, CA 95472 engineering@cityofsebastopol.gov

Phone: 707-823-2151

I) BACKGROUND

The City of Sebastopol is soliciting proposals from qualified local engineering firms included in the City's Pre-Qualified Consultants (PQC) List to provide professional engineering service for the Bodega Avenue Bike Lanes and Pavement Rehab Phase 2 Project (Project).

The Engineer's Estimate for the construction project is \$2.2 million.

This RFP is for providing construction management and inspection services for the Project described in paragraph II below.

II) DESCRIPTION OF PROJECT

The Project consists of installing bike lanes and repaving Bodega Avenue from Nelson Way to Pleasant Hill Road. Alternate bid items for a retaining wall and additional paving near the city limit at Atascadero Creek may also be included in the Project.

A copy of the Project plans and specifications can be found at the following link: <u>draftech@sonic.net</u>. Plan room Key is **Bodega Ph2**.

III) SCOPE OF WORK

The selected Consultant must provide and identify an experienced Construction Manager who has successfully delivered services on similar projects. The Construction Manager will perform the following services:

Construction management

- Schedule and Conduct a pre-construction meeting to be held at City offices;
- Deliver services and files in accordance with the City Standards and industry standard of care;
- Provide and identify the Labor Compliance Officer;
- Conduct weekly/bi-weekly construction meetings with the contractor, City and other involved parties. Prepare and distribute meeting agendas and minutes;
- Provide Contractor with a list of all required submittals and due dates;
- Coordinate with City Staff, multiple contractors, agencies and project stakeholders;
- Prepare weekly Status reports and Statements of Working Days in City format;
- Coordinate design changes;
- Participate in field meetings and document issues, findings, direction, changes, etc. and develop solutions;
- Participate in public outreach activities including providing a phone number and answering all calls from the public;
- Respond in writing to all written complaints received from the public;
- After receiving the Contractor's schedule prepare a Project Schedule including all items of work;
- Monitor construction schedule including regular monthly updates to be submitted to the City's Project Manager;
- Take pre-construction photos of the project site including adjacent properties;
- Prepare Contract Change Orders (CCOs) in City format;
- Maintain an accounting of construction costs, including approved CCOs;

- Review Progress Payment Requests, make payment recommendations, and prepare Progress Payment Summaries in City format;
- Review and coordinate approval of shop drawings with the Design Consultant;
- Review and approve materials submittals;
- Log, track and process all Requests for Information (RFIs). Requests for Changes (RFCs). Contract Change Orders (CCOs), field directives (FDs), Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed Traffic Control Plan(s);
- Add information to a field set of Record Drawings on a weekly basis and whenever changes occur:
- Attempt to prevent claims from being filed and resolve conflicts during construction in order to keep additional costs down and to minimize City Staff involvement;
- Monitor materials documentation and testing results, as well as enforce corrections.

IV) FEE ESTIMATE

A detailed breakdown of fees, by task, shall be provided in spreadsheet format. The Fee Estimate shall be submitted by the due date in a sealed, separate envelope with the name of the Project and the name of the Consultant submitting the fee. A letter of transmittal should also accompany the fee estimate. See Section IX for information regarding delivery of the Fee Estimate. All Consultants' Fee Estimates are subject to viewing by the City and will not be returned.

V) PRE-OUALIFICATION

Your firm is invited to submit a Proposal because your firm is included in the Pre-Qualified Consultants List and is demonstrated to be qualified to perform construction management and inspection services.

Individual project contracts will be awarded by contract amendment concurrent with the term of the master contract. <u>Only those consultants with fully-executed Master Agreements will be eligible to submit a Proposal</u>.

If your existing Master Agreement term has expired, please call the front desk assistant at the Public Works/Engineering office at (707)823-5331, or email: citypw@cityofsebastopol.gov by no later than 5 business days from the date of the release of this RFP to update your Master Agreement. Please add the words "Master Agreement Extension Request" on the subject line of your email request. If your Master Agreement has expired and you do not submit a request to extend your agreement, your firm will be removed from the Pre-Qualified Consultants List, and you will be deemed non-responsive to this RFP. You may also email your Master Agreement Extension Request and choose to decline this invitation to submit a Proposal but wish to remain on the City's Pre-Qualification List for future opportunities. It is the responsibility of the consultant to confirm that the email request has been received by asking for confirmation that the email has been received. You may also call the front desk assistant at the number listed in the paragraph above to confirm that your extension request has been received.

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.

VI) SCHEDULE

The Request for Proposals (RFP) was released effective on the date shown on the cover of this RFP.

It is the City's intent that this solicitation will be due on the date shown on the cover of this RFP.

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 Proposer(s). A preliminary schedule of administrative milestones are listed below. The Consultant shall include a schedule in the Proposal that includes key milestones from date of the Notice to Proceed with the work through project completion.

Preliminary schedule:

Release of RFP See date on front cover
Proposals Due See date on front cover

Proposal Review/Selection 1-2 weeks from Proposal due date

Council Approval November 18, 2025 (est)

Notice to Proceed Date when fully-signed contract is received

VII) CITY'S RESPONSIBILITIES

City will make available standard plans and details, standard contract documents, and general contract provisions for public works contracts for the consultant's use, upon selection. City will also furnish PDF copies of existing City plans, base maps, and other background materials for consultant's use as needed. If only hard-copy versions of the documents are available, a print copy will be provided, at Consultant's costs.

VIII) GUIDELINES FOR PROPOSALS

- a. Proposals should not exceed 15 pages in length, excluding cover letter, dividers, appendices and resumes.
- b. Proposals must be signed by the individual who is authorized to execute the Master Services Agreement, should your firm be selected for the Pre-Qualified Consultants List, or Task Order if firm has a valid Master Services Agreement.
- c. Proposals shall include 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 three (3) projects of similar scope and size.
- d. Documentation for each referenced project included in your proposal shall include information in the format shown below:
 - 1) Client Name
 - 2) Project Name and Description, including if construction project was funded with federal aid grant funds
 - 3) Project Start and End Dates
 - 4) Client Project Manager Name, Phone Number, and email address
 - 5) Key Consultant team members including assigned construction manager, Lead inspector, and other staff/backup inspectors
- e. Proposals shall include a summary section describing your understanding of and approach to the proposed project assignment identified in this RFP, and a detailed Scope of Work to complete the project.

- f. Proposals shall include your firm's general billing information as follows:
 - 1) Schedule of hourly rates, including any special rates offered to public agencies, and prevailing wage rates as appropriate.
 - 2) Travel-time charge-out policy (please see item #5 below).
 - 3) Vehicle or equipment charge-out policy.
 - 4) Percentage markup for reimbursable expenses.
 - 5) Lodging expenses, meals, air fare, and other travel expenses (excluding vehicle mileage reimbursement) to and from Consultant's Office to the job site are not allowed.

IX) PROCESS FOR SUBMITTING PROPOSALS

- a. Proposals should focus on information requested above; brochures and promotional materials should not be submitted with your proposal.
- b. Submit three (3) paper copies of proposal, one of which is unbound, all in a sealed envelope addressed to:

Attn: Elissa Overton, Engineering Technician II Sebastopol Public Works 714 Johnson Street Sebastopol, CA 95472

RE: RFP for Bodega Avenue Phase 2 Project

Separately sealed Fee Estimate as described in Section IV shall accompany the Proposal. Proposals shall be submitted in person or by mail or delivery service by the due date stated in the front cover of this RFP. In addition to the paper copies, please submit a PDF copy of the Proposal (excluding the Fee Estimate) to engineering@cityofsebastopol.org. Office hours for receipt of Proposals are:

Monday – Thursday, 7:30 a.m. – 5:00 p.m. Offices are closed on state and federal holidays

A final Cost Proposal/Fee Estimate will be negotiated with the selected consultant.

X) QUESTIONS

Questions regarding this RFP or its requirements, may be submitted, preferably by email, to: engineering@cityofsebastopol.gov. Due to staffing constraints, the City will attempt to respond within two (2) business days of receipt (note Fridays are non-business days for the City). Your email question should include in the Subject Line: "Questions re. RFP for Project.

Questions via phone call may be made to Elissa Overton at (707) 823-2151. Due to staffing constraints, City will attempt to respond within three (3) business days of receipt.

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

XI) 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. Proposal documentation of demonstrated relevant experience, particularly with construction projects for public agencies.
- c. General qualifications and experience of the firm, construction manager, Lead Inspector, 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 "Short-List" in consideration of the best interests of the City. The evaluation committee consists of up to three (3) City staff from one or more of the following departments: Public Works, Planning, City Administration, Building. The final recommendation to Council will be made by the City Manager.

After written proposals have been reviewed, online or in-person interviews with prospective firms may 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, including the Construction Manager and the Lead Inspector.

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

Negotiations shall be confidential and not subject to disclosure to competing consulting firms unless an agreement is reached.

XII) STANDARD TERMS AND CONDITIONS

- a. This 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 link: bit.ly/SebEng23
- 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 Shortlisted Pre-Qualified Consultants List, must furnish the City with the Certificates of Insurance proving coverage as specified in **Appendix A, Insurance Requirements**

for Consultants, prior to City approval of the Master Agreement and/or its extension. 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 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)

 Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant Professional Liability (Errors and Omissions) Insurance appropriates (Errors and Omissions) Insurance appropriates (Errors and Omissions) Insurance (
- 4. Professional Liability (Errors and Omissions) Insurance appropriates 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; <u>and one of the following ISO completed operations</u> Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Insurance Requirements

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.