



MAYOR ALBERT J. BORO
VICE MAYOR GREG BROCKBANK
COUNCILMEMBER DAMON CONNOLLY
COUNCILMEMBER BARBARA HELLER
COUNCILMEMBER MARC LEVINE

PUBLIC WORKS DEPARTMENT: (415)485-3355 FAX: (415)485-3334
Nader Mansourian, Director of Public Works

File No. 06.01.208

REQUEST FOR PROPOSALS

for

Engineering Design Services

for

Point San Pedro Median Improvements September 26, 2011

The City of San Rafael (City) hereby requests proposals from qualified consultants for the design and preparation of construction contract documents for the Point San Pedro Median Improvements project. It is the intent of the City to hire a qualified design consultant who can provide project management, public outreach, preliminary design, environmental documentation, and final design services. The final product sought is construction contract documents including plans, specifications and cost estimates ready for bid.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in the section entitled "Scope of Work" of this notice. In addition, all interested firms shall have sufficient, readily available resources, in the form of trained personnel, support services, specialized consultants and financial resources, to carry out the work without delay or shortcomings.

Interested consultants are invited to submit qualifications in accordance with the requirements of this Request for Proposals (RFP). The **proposals shall be submitted to the City of San Rafael Department of Public Works, 111 Morphew Street, San Rafael, California 94901, no later than October 17, 2011 at 2:00 PM.** Each proposer shall submit three bound hard copies and one electronic copy of the proposal in accordance with the section entitled "Proposal" of this notice.

Background

In 1990's, the City Council made difficult budget cuts and service reductions by deciding to abandon median maintenance throughout the City. At that time, over forty-two miles of medians received routine watering, pruning and maintenance on a regularly scheduled basis.

In 2008, the Point San Pedro Medians Committee, a committee of 46 concerned residents from 20 homeowners associations, was formed to address the beautification of 4½ miles of the Pt. San Pedro Road medians. In May 2010 the committee representatives met with the City Manager and requested the Pt. San Pedro Road Median Landscaping Assessment District be formed.

In May of 2011, ballots were sent to over 2700 property owners and on June 21, 2011 tabulation of the assessment district was conducted. Over 60% of the valid ballots were in favor of the assessment district and proposed median improvement project. Consequently, City Council adopted a resolution establishing the assessment district.

Project Description

The proposed improvements for the assessment district may include, but are not limited to, the construction, installation, enhancement, renovation and rehabilitation of the infrastructure, irrigation, landscaping and related facilities of the Point San Pedro Road/Third Street median islands as well as the ongoing operation and maintenance of those landscaping improvements. There are currently twenty-nine existing median islands within the boundaries of the assessment district that are proposed to be improved and maintained. These median islands are located on Third Street and Point San Pedro Road between Union Street and Biscayne Drive and comprise of approximately 156,260 square feet of surface area.

Evaluation of the existing infrastructure and irrigation shall be conducted and required improvements will be designed and installed as the first order of work on this project. The proposed landscape improvements may include, but are not limited, to various vegetation and plantings including turf, ground cover, plants, shrubs and trees; as well as related facilities and amenities including irrigation and drainage systems; and hardscape features such as pavers, decorative stone, stamped concrete, masonry or concrete walls, and entrance monuments. The design of the project should consider landscaping which is native, drought resistant, bay friendly, durable upon establishment, low maintenance, and tolerant of periodic salt water incursions.

The City has a cooperative agreement with the County of Marin to design and repave Point San Pedro Road. Coordination of the repaving project with this median improvements project is crucial. It is anticipated that the median improvements project will be constructed in two phases; one phase before and one after the roadway repaving project. The infrastructure improvements associated with this landscaping project must be in place prior to the repaving which is scheduled to take place in 2012. The landscape planting will occur after repaving is complete.

Preparation of required California Environmental Quality Act (CEQA) documents is also included in this RFP.

The design of the project will meet all applicable City and County requirements.

Scope of Work

The City is seeking consulting services to provide construction contract documents including plans, specifications, and cost estimates for irrigation installation and repair, landscaping improvements and the associated civil infrastructure improvements within the medians of Third Street and Point San Pedro Road between the intersections Union Street and Biscayne Drive.

Consultant Responsibility

The consultant(s) chosen for this project shall be responsible for the following tasks:

Task 1: Project Management and Coordination

1. The consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. The consultant shall deliver a high quality product within budget and on schedule.
2. The consultant shall meet periodically with the City to discuss the project, present design options, review alternatives, etc. For cost estimation, a total of six meetings may be assumed.
3. The consultant shall provide assistance during the bid period (pre-bid meeting, respond to bidder's inquiries, etc.).

Deliverables:

- Project Schedule and updates
- Meeting agendas and minutes for all meetings

Task 2: Preliminary Design

1. The consultant shall perform an assessment of the current infrastructure and recommend any necessary improvements
2. The consultant shall conduct a preliminary assessment to analyze project areas for potential issues such as environmental, traffic operations and sight distance, etc.
3. The consultant shall develop a minimum of three alternatives for the landscaping with associated cost estimates.
4. The consultant shall develop visual renderings of the alternatives for use at public meetings.
5. The consultant shall coordinate appropriate public outreach and participate in public meetings (e.g. meetings with stake holders, Homeowner Association meetings, etc.). For cost estimation, a total of four meetings may be assumed.
6. Based on feedback from City staff and the public meetings, the consultant shall develop the preferred alternative design and present this alternative during at least one City Council meeting for City Council consideration and approval.
7. The consultant shall prepare all documentation, applications, etc. for submittal to Marin Municipal Water District (MMWD) for landscape plan review and approval according to MMWD landscape ordinance 421.
8. The consultant shall coordinate with all utility companies to obtain existing utility record plans, as-builts, schematics, etc. The existing utility information shall be shown on the final design plans.
9. The consultant shall produce 35% conceptual drawings, 65% and 95% PS&E submittal packages for review.
10. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be printed on 22"x34" paper and shall be complete with final signatures ready for reproduction. It is anticipated that the plan set shall consist of, at a minimum, a Cover Sheet, Details, Cross Sections, Civil Demolition Plans, Civil Construction Plans, Irrigation Plans, Landscaping Plans, and McSTOPP information.
11. The plans shall be drawn using AutoCAD 2009, or a more recent version.
12. Specifications shall be written in the format of the Caltrans standard specifications.
13. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.
14. The consultant shall provide a detailed, itemized cost estimate in a format acceptable to the City.

Deliverables:

- Meeting agendas and minutes for all public outreach meetings
- Three conceptual landscaping alternatives with visual renderings
- City Council presentation
- Preliminary and Final MMWD Landscape Plan Review documentation and applications
- Utility Coordination Letters
- 35% Drawings, 65% and 95% PS&E submittals in both paper and electronic (AutoCAD, Word and Excel) format

- A letter report summarizing review comments and the resolution of the review comments
- Final bid documents in both paper and electronic format

Task 3: Environmental Compliance and Permitting

1. The consultant shall prepare appropriate California Environmental Quality Act (CEQA) documents and any associated technical studies required to clear the project for construction.

Deliverables:

- Preliminary and final CEQA documentation for submittal by the City

Task 4: Construction Support (Optional)

(Note: The City may choose not to award this task to the consultant. The consultant shall include the cost for this item as a separate line item on the proposed fee)

1. The consultant shall attend the preconstruction meeting
2. The consultant shall review submittals and shop drawings, as required in the special provisions
3. The consultant shall review and respond to any Requests for Information (RFI) from the contractor
4. The consultant shall review and provide recommendations regarding any change order proposals and request for additional payment related to design changes
5. The consultant shall perform a field review of the project and prepare a substantial completion punch list.

Deliverables:

- Preconstruction meeting agenda and minutes
- Response to RFIs, change order requests, etc.
- Punch list

City Responsibility

The City shall provide the following:

1. All construction inspection work and contract administration.
2. Any utility underground maps and any existing information in the possession of the City necessary to complete the design.

Payment and Cost Estimate

The method of payment to the successful proposer shall be on a time and materials basis, by task and deliverables, with a **maximum “not to exceed” fee, as set by the proposer in his/her proposal**, as being the maximum cost to perform all work. This figure shall include direct costs and overhead such as, but not limited to, transportation, communications, subsistence and materials, and any subcontracted items of work to prepare preliminary and final design and deliver 100% Plans, Specifications and Estimate (PS&E) for each phase of the project and any required CEQA documentation. Progress payments will be based on actual hours, hourly costs and support service costs charged to the project on a monthly basis.

The maximum “not to exceed” cost shall be submitted with the proposal in a separate sealed envelope.

Proposal

The proposal shall consist of three bound hard copies and one electronic copy containing 8½"x11" sheet sizes for the text and 11"x17" sheet sizes for any fold-out drawings. At minimum, it shall include:

1. Cover letter signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the proposal team.
2. Project understanding outlining the consultant's basic understanding of the project and identifying key issues to be addressed during the project and any insights.
3. A detailed project approach and level of effort, in accordance with the section entitled "Scope of Work" of this notice.
4. A project schedule including at minimum, those tasks outlined in the section entitled "Scope of Work" of this notice.
5. A statement of Qualification (SOQ) that includes:
 - a. The proposer's experience and history in performing this type of work, particularly those projects that have been successfully carried through construction in the last five years.
 - b. References of persons, firms, or agencies that the City may contact to verify the experience of the proposer. At least three references shall be included.
 - c. An organization chart setting forth the project manager and the staff.
 - d. Experience for each individual expected to perform responsible portions of the work.
 - e. Experience for each sub consultant.
6. A maximum "not to exceed" cost, submitted in a separate sealed envelope
7. It is anticipated that the project team shall comprise of at minimum a Landscape Architect, Civil Engineer, and Traffic Engineer.

Proposal Submittal

All proposals shall be received by the City no later than **October 17th, 2011 at 2:00 PM** at the following address:

Department of Public Works
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

Evaluation Criteria

A review and selection committee will evaluate the consultants based on the proposals and, if necessary, an oral interview to determine which consultant is best qualified to perform the work for this project. The committee will then determine a ranking of the consultants at which time the consultant fee envelopes will be opened and tabulated. The consultant fees will be evaluated to determine if the amount of the fee is considered a reasonable cost for the work outlined in the proposal. If the top ranked consultant has submitted a reasonable fee, the committee will make a recommendation to the Public Works Director that negotiations be opened. In the event that the City and the top ranked consultant are unable to come to an agreement as to scope and fee, the City reserves the right to close negotiations with the top ranked consultant and open negotiations with the second-ranked consultant. Once an agreement is reached involving the scope and fee, the Public Works Director will make a recommendation to the City Council to award the project to the selected consultant and to authorize the Public Works Director to enter into an

agreement with that consultant. If the City Council is in agreement with the recommendation, City staff will proceed with the completion of the agreement and prepare the contract for execution.

The City will notify each consultant regarding the outcome of the proposal selection process.

Tentative Schedule

Request for Proposals sent to consultants September 26, 2011
Responses from interested firms due at the City offices 2:00 PM, October 17, 2011
Consultant Interviews (if necessary) November 8, 2011
City Council Agreement Approval November 21, 2011
Project Commencement (Kick-Off Meeting) December 1, 2011

City Contact

Inquiries and/or responses may be directed to:

Nader Mansourian
Public Works Director, City of San Rafael
111 Morphew Street
San Rafael, CA 94901
nader.mansourian@cityofsanrafael.org
phone: (415) 485-3110

Clarification offered by the City to one consultant shall be distributed to all known participants at the City’s discretion.

Standard Consultant Agreement

The consultant selected to provide the scope of services shall use the City of San Rafael’s standard professional services agreement. A copy of the template of this agreement is attached to this RFP. By submitting a proposal for the work, the consultant agrees to utilize the City standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

Attachments

1. City of San Rafael *Professional Services Agreement* Template

AGREEMENT
FOR PROFESSIONAL SERVICES WITH [NAME OF CONSULTANT]
FOR POINT SAN PEDRO MEDIAN IMPROVEMENTS

This Agreement is made and entered into this [day] day of [Month], 2011 by and between the CITY OF SAN RAFAEL [hereinafter "CITY"], and [Name of Company] (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the CITY has determined that certain specialized professional services are required for the *Point San Pedro Median Improvements* (hereinafter "PROJECT"); and

WHEREAS, the CONSULTANT has offered to render such specialized professional services in connection with this Project.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION

A. CITY. The City Manager shall be the representative of the CITY for all purposes under this Agreement. The Public Works Director is hereby designated the PROJECT MANAGER for the CITY, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. CONSULTANT. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT, [Consultant Project Director] is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the CITY within ten (10) business days of the substitution.

2. DUTIES OF CONSULTANT

CONSULTANT agrees to perform the services outlined in the proposal from CONSULTANT dated [Date of Proposal] marked Exhibit "A" attached hereto, and incorporated herein by this reference. CONSULTANT agrees to be available and perform the work specified in this Agreement in the time frame as specified and as shown in Exhibit "A".

3. DUTIES OF THE CITY

CITY shall perform the duties as described in Exhibit "A" attached hereto and incorporated herein.

4. COMPENSATION

For the full performance of the services described herein by CONSULTANT, CITY shall pay CONSULTANT on a time and materials basis for services rendered in accordance with the rates shown on the current fee schedule as described in Exhibit "B" attached and incorporated herein. The total payment made for any individual work task will not exceed the amounts shown on the Proposal Budget, set out in Exhibit "B".

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by CONSULTANT.

5. TERM OF AGREEMENT

The term of this Agreement shall be from the date of execution until the Project is complete.

6. TERMINATION

A. Discretionary. Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. Cause. Either party may terminate this Agreement for cause upon ten (10) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

C. Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. Return of Documents. Upon termination, any and all CITY documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS

The written documents and materials prepared by the CONSULTANT in connection with the performance of its duties under this Agreement, shall be the sole property of CITY. CITY may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT

Upon reasonable notice, CONSULTANT shall make available to CITY, or its agent, for inspection and audit, all documents and materials maintained by CONSULTANT in connection with its performance of its duties under this Agreement. CONSULTANT shall fully cooperate with CITY or its agent in any such audit or inspection.

9. ASSIGNABILITY

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE

A. During the term of this Agreement, CONSULTANT, shall maintain, at no expense to CITY, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence for death, bodily injury, personal injury, or property damage;

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence;

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of the CONSULTANT's performance of services under this Agreement.

B. The insurance coverage required of the CONSULTANT by Section 10.A., shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by CITY and shall not call upon CITY's insurance or coverage for any contribution;

2. Except for professional liability insurance, the insurance policies shall be endorsed for contractual liability and personal injury;

3. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the CITY, its officers, agents, and employees as additionally named insureds under the policies;

4. CONSULTANT shall provide to PROJECT MANAGER, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements naming CITY, its officers, agents and employees, as additional insureds under the policies;

5. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon thirty (30) days written notice to CITY's PROJECT MANAGER;

6. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years;

7. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement;

8. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the CITY's Attorney.

C. If it employs any person, CONSULTANT shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both CONSULTANT and CITY against all liability for injuries to CONSULTANT's officers and employees.

D. Any deductibles or self-insured retentions in CONSULTANT's insurance policies must be declared to and approved by the PROJECT MANAGER and the City Attorney. At CITY's option, the deductibles or self-insured retentions with respect to CITY shall be reduced or eliminated to CITY's satisfaction, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

11. INDEMNIFICATION

(a) Except as provided in Paragraph (b), CONSULTANT shall indemnify, release, defend and hold harmless CITY, its officers, and employees, against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney's fees, arising out of or resulting in any way, in whole or in part, from any acts or omissions, intentional or negligent, of CONSULTANT or CONSULTANT's officers, agents and employees in the performance of their duties and obligations under this Agreement.

(b) Where the services to be provided by CONSULTANT under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless CITY, its officers, and employees, against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney's fees, that arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of its duties and obligations under this Agreement.

12. NONDISCRIMINATION

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. CONSULTANT shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. CONSULTANT shall release, defend, indemnify and hold harmless CITY, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinance, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES

CITY and CONSULTANT do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY: Nader Mansourian, (Project Manager)
 City of San Rafael
 111 Morphew Street
 P.O. Box 151560
 San Rafael, CA 94915-1560

TO CONSULTANT: *Name of Person (Title of Person)*
 Street Address
 City State and Zip

16. INDEPENDENT CONSULTANT

For the purposes, and for the duration, of this Agreement, CONSULTANT, its officers, agents and employees shall act in the capacity of an Independent Consultant, and not as employees of the CITY. CONSULTANT and CITY expressly intend and agree that the status of CONSULTANT, its officers, agents and employees be that of an Independent Consultant and not that of an employee of CITY.

17. ENTIRE AGREEMENT -- AMENDMENTS

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CONSULTANT and the CITY.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the CONSULTANT and the CITY.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS

CONSULTANT agrees that CITY may deduct from any payment due to CONSULTANT under this Agreement, any monies which CONSULTANT owes CITY under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE/OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this Agreement, a CITY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all state and federal taxes and any other applicable taxes. CITY shall not be required to pay for any work performed under this Agreement, until CONSULTANT has provided CITY with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. APPLICABLE LAW

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

[Name of CONSULTANT]

NADER MANSOURIAN, Public Works Director

By: _____

Title: _____

ATTEST:

ESTHER C. BEIRNE, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney