



**REQUEST FOR PROPOSAL (RFP)
FOR
ENVIRONMENTAL AND DESIGN SERVICES FOR THE
THIRD STREET REHABILITATION PROJECT**

June 19, 2019

Introduction

The City of San Rafael (City) hereby requests proposals from qualified engineering Consultants for design, environmental clearance, and construction support services for the Third Street Rehabilitation Project. The final product sought is construction contract documents including plans, specifications and cost estimates ready for bid. This project may require the expertise of a multi-disciplined team consisting of transportation, civil, environmental, and other required disciplines to complete the full range of required services. The City intends to design and construct proposed improvements, including roadway design and resurfacing, sidewalk improvements, ADA-compliant curb ramps, pedestrian and bicycle safety improvements, traffic calming measures, traffic signal improvements, and conduit for future interconnect.

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.

Background

In 2004, Marin County voters approved a one-half cent transportation sales tax measure administered by the Transportation Authority of Marin (TAM). Known as Measure A, the funds are dedicated to transportation projects in accordance with the approved *Marin County Transportation Sales Tax Expenditure Plan* (Expenditure Plan). The Expenditure Plan was developed by TAM’s Technical Advisory Committee in cooperation with Marin Public Works Directors based on criteria such as roadway condition, traffic volume, transit frequency, bicycle and pedestrian access and related issues. One street included in the Expenditure Plan is Third Street in downtown San Rafael from the intersection of Second Street/Fourth Street to Grand Avenue.

Third Street from Second Street/Fourth Street to Grand Avenue joins with Second Street to form two lanes in each direction from Second Street/Fourth Street to Hayes Street and then separates from Second Street and becomes three lanes in the westbound direction from Hayes Street to Grand Avenue. The Third Street corridor is surrounded by different land uses as one moves through the corridor; from Second Street/Fourth Street to E Street, it is primarily residential, from E Street to Lincoln Avenue it is downtown/commercial, from Tamalpais Avenue to US 101, it centers around transit, and from Irwin Street to Grand Avenue it is largely commercial, restaurants, and gas stations. While Third Street provides access to hundreds of businesses and services in downtown San Rafael, it is also a Congestion Management Arterial carrying 25,000 vehicles per day, many of which travel to communities west of San Rafael.

Third Street is also traversed by bicyclists and pedestrians traveling between the Montecito neighborhood, Downtown San Rafael, the Caltrans Park-and-Ride lots, and the San Rafael Transit Center. Through the Downtown/Commercial segment, pedestrian foot traffic is heavy where the public utilize on-

street parking and walk to businesses, shops, and restaurants. On the west end of the project, pedestrians are forced to use a substandard four foot, and shrinking, sidewalk on the south side of Third Street from East Street to Miramar Avenue. Many of these pedestrians are young students traveling between home and nearby schools, including Laurel Dell Elementary, Sun Valley Elementary, and Davidson Middle School.

In [April 2017](#), the City retained BKF Engineers to complete a feasibility study of the corridor. Outreach meetings were conducted for both a Citizen’s Advisory Committee and a Technical Advisory Committee in Fall 2017 and Spring 2018.

For additional background information on the final BKF feasibility study and an informational report given before the City Council at their June 3, 2019 meeting, potential Consultants for this project are directed to the City’s [staff report](#) and [Council discussion](#).

Project Coordination

As Third Street is located in the heart of downtown, the Consultant shall be aware of adjacent City and/or private development projects requiring coordination with the Third Street Rehabilitation project, including but not limited to:

- The Third Street Safety Improvements Project, a Highway Safety Improvement Program (HSIP) federally funded project, at: Lindaro Street, Lincoln Avenue, Tamalpais Avenue, Hetherton Street, Irwin Street, and Grand Avenue;
- BioMarin and Whistlestop private developments at 999 Third Street working together to complete an Environmental Impact Report (EIR) for a research and development facility and senior housing development on Third Street bounded by Brooks Street, Second Street, and Lindaro Street;
- Seagate Properties multi-family housing project at 703 Third Street;
- The Bettini Transit Center Relocation Project; and
- Marin Municipal Water District water main replacement project on Third Street from Shaver Street to Lindaro Street.

Anticipated Schedule

- | | |
|----------------------------------|---------------------------------------------------|
| ○ Proposals due to Public Works | See the “Proposal” section of this RFP |
| ○ Consultant Interviews | Tuesday, September 10, 2019 between 9 am and 3 pm |
| ○ Award Contract by City Council | October 7, 2019, subject to change |
| ○ Notice to Proceed | October 2019 |

Scope of Services

The City is seeking consulting services 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. For cost estimation, a total of ten meetings may be assumed. These meetings will be independent of those discussed

under separate tasks identified elsewhere in this RFP. When appropriate, conference calls may take the place of meetings.

The Consultant shall provide monthly progress reports and schedule updates in conjunction with submittals of invoices. Upon the arise of unforeseen issues that have or have a potential to effect of the project scope, schedule and/or budget of the project, the Consultant shall bring the issues to the attention of City Project personnel for discussion and an agreed-upon subsequent action. The progress reports may include, but not limited to the following:

- a) A summary of activities performed/tasks completed with a Task percent completion
- b) Budget status by Task
- c) Issues identified and their status/resolution
- d) Identification/status of out-of-scope items that have a potential impact on the project scope, schedule and/or budget

Assumptions:

- Coordination Meetings are expected to occur weekly and/or on an as-needed basis at the direction of the City
- Meetings are expected to take no more than 1-hour and may generally be held via conference call
- Only one member of the Consultant team need attend the Coordination Meetings unless approved by the City beforehand.

Deliverables:

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

Task 2: Engineering and Environmental Compliance

The Consultant shall develop scope and fee for the tasks described below. Not all tasks will be awarded at this time as identified below.

Task 2A: Preliminary Design Engineering

1. The Consultant shall conduct a preliminary assessment to analyze project areas for potential issues such as right-of-way constraints, environmental issues, accessibility issues, and drainage. The Consultant shall review all prior studies/reports conducted for the Third Street Rehabilitation project as some elements of research may have been previously performed by others. The feasibility study as well as the appendices can all be viewed at <https://www.cityofsanrafael.org/third-st-rehabilitation-project/>.
2. The consultant shall incorporate traffic calming measures (i.e., curb extensions, narrower lane widths) where possible and ensure the project is consistent with the [San Rafael Bicycle and Pedestrian Master Plan, 2018 Update](#).
3. The Consultant shall produce 35% drawings for the entire project corridor (i.e., Second Street/Fourth Street to Grand Avenue) as required in the Expenditure Plan, however, only a subsection of the original corridor (i.e., Second Street/Fourth Street to Lindaro Street) will be advanced to Final Engineering Design (see Task 2C below).
4. The consultant shall prepare a Traffic Management Plan that minimizes impact to vehicle through-put and bicycle and pedestrian access.

5. The plans shall be drawn using AutoCAD 2014, or a more recent version.
6. The Consultant shall provide an order-of-magnitude cost estimate based upon the 35% conceptual drawings.
7. The Consultant shall identify short and long-term impacts to vehicular traffic and parking resulting from the design. Any opportunities to recover parking inventory lost due to the project design should also be identified, if not previously identified in the Feasibility Study.

Assumptions:

- The City will provide all readily available as-built information in hand for review by the Consultant.
- Staff will present the 35% drawings to the Bicycle and Pedestrian Advisory Committee. The Consultant Team Leader is expected to attend to answer questions.
- Traffic Management Plan

Deliverables:

- 35% Conceptual plans and Engineer's Estimate in electronic format for Third Street from Second Street/Fourth Street to Grand Avenue
- Responses to City Comments

Task 2B: 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. CEQA clearance shall be obtained for the entire project corridor (i.e., Second Street/Fourth Street to Grand Avenue).
2. The Consultant shall be responsible for preparing, submitting and obtaining all required regulatory permits (if necessary) and environmental documentation required by State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.
3. The Consultant shall coordinate with the Federated Indians of Graton Rancheria (FIGR) regarding the potential for cultural resources, including preparation of any exhibits and coordination letters. The Consultant shall incorporate into the contract documents, as approved by the City, any necessary requirements from FIGR to address concerns during construction.
4. All environmental documents shall be prepared in preliminary and final draft stages for City review and shall incorporate any comments made during the preliminary document review.
5. The Consultant shall attend any meetings required to obtain CEQA approval, including attendance at a City Council meeting if necessary.

Assumptions:

- Where necessary and as directed by the City, the Consultant shall coordinate CEQA work with the City's Consultant for the Third Street Safety Improvements Project (i.e., the HSIP federally funded project) to avoid duplication of CEQA effort. It is unclear which of the City's projects will progress through the CEQA process first, and as such, the Consultant shall assume preparation of all materials, reports, documents, etc. to obtain CEQA for this project.

Deliverables:

- Preliminary and final permit applications (if necessary) for submittal by the City
- Preliminary and final CEQA documentation for submittal by the City

Task 2C: Final Design Engineering (this task will be amended into the contract after completion of Tasks 2A/2B)

1. The Consultant shall produce 65%, 95%, and 100% plans, specifications, and estimate for a subsection of the original corridor (i.e., Second Street/Fourth Street to Lindaro Street).
2. The Consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be printed on 22"x34" paper, be signed by the engineer-in-charge licensed in the State of California, and ready for reproduction.
3. Specifications shall be written in the format of the Caltrans standard specifications. The City will provide boiler plate information. Specifications shall not be written in CSI format.
4. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.
5. The Consultant shall provide a detailed cost estimate in the format of the schedule of bid items for 65%, 95%, and 100% design levels. The 65%, 95%, and 100% cost estimates shall include line items for construction inspection (based on the number of working days for the construction contract) and materials testing.

Deliverables:

- 65%, 95% and Final 100% Plans, Specifications, and Engineer's Estimate in electronic format, including AutoCAD files, for Third Street from Second Street/Fourth Street to Lindaro Street.
- Responses to City Comments

Task 3: Public Outreach and Stakeholder Coordination

Public Outreach

The Consultant shall assist the City in making the community aware of this project and its estimated schedule for completion. Work may include the following:

1. The Consultant shall develop a public communications plan as part of the proposal. At a minimum, the plan shall include a communication schedule showing project milestones, frequency of interaction and outlined settings for interaction.
2. The Consultant shall define project parameters, clarifying and addressing concerns, and communicating the importance and purpose of the proposed project. This may be accomplished through formal community meetings or informal meet-and-greet sessions in public venues (e.g., local shopping centers). Note that the intent of these meetings is not to solicit feedback on the planning and design of the project, although this may occur, but rather to keep the public aware of the project and related schedules, construction impacts, and right-of-way concerns associated with the proposed project.

Stakeholder Coordination

The Consultant shall coordinate with stakeholders as needed and directed by the City. Stakeholders may include, but not be limited to, property/business owners; Downtown Business Improvement District, Golden Gate Bridge, Highway and Transportation District (GGBHTD); Marin Transit; Bicycle and Pedestrian

Advisory Committee (BPAC); City Council; homeowner associations; Chamber of Commerce; and private land developers with private projects directly adjacent to the City's project corridor. For cost estimation, a total of six meetings may be assumed, at least one of which will be presenting the 65% drawings to the BPAC. These meetings will be independent of those discussed under separate tasks identified elsewhere in this RFP.

Assumptions:

- City personnel will be available to attend meetings
- Meeting locations and costs associated with meeting processes shall be covered by the City and/or reimbursed to the Consultant.
- The City shall provide an updated list and contact information of relevant stakeholders from readily available sources.

Deliverables:

- Public participation and communications plan
- Information and presentation materials for meetings to include PowerPoint presentations, flyers/handouts and exhibits, tweets, and material for the project webpage.
- Meeting agendas and minutes (with listed action items)
- Public feedback documentation

Task 5: Right-of-Way Assistance

The purpose of this task is for the Consultant to ensure a clear right of way for City construction to begin without delay.

Potholing

The City is willing to retain a construction contractor to USA the project site and pothole critical utilities. The City's potholing contractor will provide a report showing the depth of located utilities, which will be forwarded to the Consultant for use in updating project plans as well as identifying where conflicts exist. Included in this task, the Consultant shall retain a land surveyor who can identify in the field with paint and construction stakes where the proposed elements shown on the plans (i.e., street light foundations, catch basins, etc.) will be located in an effort to identify possible utility conflicts. It shall be assumed that up to 30 potholes may be performed. Additional potholing will be considered as the design is developed and refined. The Consultant need not be present in the field during pothole operations.

Utility Coordination

1. The Consultant shall compare project utility mapping with proposed improvements and determine which existing facilities may require relocation and/or adjustment due to conflicts. The Consultant shall draft signature-ready utility notification letters to the utility companies for City signatures. The Utility Notification letters shall identify limits of relocation/adjustment and proportionate cost sharing, if any.
2. The Consultant shall review the plans and identify areas where conflicts exist between proposed improvements (e.g., street light foundations, catch basins, etc.) and utilities.

As part of the prior feasibility study for this project, the City has obtained utility maps from all known private utility companies for the entire corridor. The Consultant shall map underground and aerial utilities on the construction drawings no later than the 65% design level submittal. The Consultant is encouraged to

develop cost sharing or any “out of the box” improvements with utility companies for work they need to do in the City right-of-way.

Construction Easements

It is anticipated that permanent property acquisition will not be required for this project. However, temporary rights-of-entry to portions of adjacent properties during construction may be necessary. As a result, temporary construction easements (TCE), or other similar Right to Enter and Construct on private property documents, will be required for these properties. The following will be required of the Consultant:

1. When the right-of-way needs have been identified, the Consultant shall prepare exhibits for the impacted parcels. These exhibits shall show the impacted area on aerial GIS photo-imagery. Also, show all temporary easements and encumbrances on the exhibits to assist in the appraisal process. A draft of each TCE shall be submitted for City review and comments. A draft legal description and exhibit plat shall then be submitted to the City for approval prior to being stamped by a Registered Land Surveyor.
2. The Consultant shall identify affected property owners and prepare nominal value waivers for the TCE's and appraisals. Once the valuation/appraisal process is complete and the values are reviewed and pre-approved by the City, the Consultant shall prepare, at a minimum, offer packages for each property owner to include the following:
 - a. Offer letter
 - b. Valuation/Appraisal Summary Proposal
 - c. A proposed Right-of-Way Agreement and TCE Deed

All of these documents shall be presented to the City for its review and pre-approval prior to presenting offers to the property owners. After City approval, the Consultant shall pursue agreements with each property owner to finalize the right-of-way transfers. The Consultant shall strive for amicable agreements with the property owners on the City's behalf. In the event a non-cooperative property owner is encountered, the Consultant shall be prepared to consult with the City project team and the City Attorney, if appropriate, to identify optional courses of action.

This scope is based on the understanding that no structures will be impacted and no occupant displacements will occur in the process of implementing the TCE's.

Assumptions:

- No preliminary title reports will be necessary. If title reports become necessary, City staff will request such independent of the Consultant's contract.
- No right of way acquisition will be required.
- No utility agreements will be necessary between the City and private utility companies.
- The City shall provide an updated list and contact information of relevant stakeholders from readily available sources. City staff may assist the Consultant in personally contacting property owners via site visits, emails, telephone, etc.
- The Consultant shall assume that TCE's or other Right to Enter and Construct will be applicable at up to 15 properties along the project corridor. As the design is refined, the Consultant and City will further review the applicability of this section of the Proposal.

Deliverables:

- Inclusion of pothole data into the construction drawings in table format and accurately showing to the greatest extent feasible the location of underground utilities

- Utility Notification Letters
- TCE Plats and Legal Descriptions
- TCE Nominal Value Waivers, Appraisals, Acquisitions for all affected properties along the corridor

Task 6: Final Bid Phase and Bid Phase Support (this task will be amended into the contract after completion of Tasks 2A/2B)

1. The Consultant shall respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if required.
2. The Consultant shall assist in the review construction bids received and make a recommendation to the City for award of construction contract.
3. If a pre-bid meeting is held, the Consultant shall attend.

Assumptions:

- The Consultant's budget shall cover up to four addenda.

Deliverables:

- Prepare contract addenda, if required, for distribution by the City, including answers to bidder's questions
- Prepare recommendation to the City for the award of the construction contract
- Attend pre-bid meeting

Task 7: Construction Support Services (Optional Task and may be awarded by the City Council at the time a construction contract is awarded to a contractor)

1. The Consultant shall attend regularly scheduled construction meetings (in person or via telephone), including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates. For cost estimation, up to 40 meetings may be assumed as the construction schedule may last up to one year. It is assumed that many of these meetings will be on site or at Public Works. When possible, and with City approval, conference calls may be acceptable. These meetings will be independent of those discussed under separate tasks identified elsewhere in this RFP.
2. The Consultant shall be available to be called to the site in response to questions arising from the progress of the work.
3. The Consultant shall review all material submittals and shop drawings as required by the Special Provisions. For cost estimation, a review of up to 50 submittals may be assumed.
4. The Consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and character. For cost estimation, a review of up to 30 RFIs may be assumed.
5. The Consultant shall assist the City in preparation of contract change orders, if necessary.
6. The Consultant shall participate in the final walk through of the constructed project and assist in the preparation of "punch list" items in need of work.
7. The Consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be on 22"x34" PDFs.

8. The Consultant shall retain have staff, internally or retain a third party, for materials sampling/testing and compaction testing. It is anticipated that work will include a reasonable sampling of cylinders for concrete breaking, slump tests during concrete pours, compaction testing for aggregate base rock and hot mix asphalt. The Consultant shall provide certified staff properly trained to conduct said materials testing, and provide the City will copies of all certificates and laboratory accreditation.

Deliverables:

- Attend up to 40 meetings/conference calls during construction, which includes the pre-con meeting with contractor.
- Response to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions that are related to the project original scope and character
- Review contract change orders, if requested by the City
- Meeting agendas and minutes
- Record drawings following construction

City Responsibility and General Assumptions

The following is assumed for this scope of services:

1. Answering non-technical questions during advertisement period of this RFP. Clarification offered by the City to one Consultant shall be distributed to all known participants at the City's discretion.
2. Reviewing all Consultants' deliverables and providing comments in a timely manner.
3. Any City-owned utility underground maps and any existing information in the possession of the City necessary to complete the design.
4. City will retain a construction contractor to pothole underground utilities as noted in Task 5. The Consultant retained under this agreement will assist the City in this effort by hiring a land surveyor to identify where proposed improvements on the plans will be installed so as to clearly outline where utility conflicts may arise and where potholing shall be performed.

Payment and Cost Estimate

The method of payment to the successful proposer shall be on a time and materials basis 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, including labor, overhead, profit, and expenses, such as, but not limited to, transportation, communications, subsistence, materials, and any subcontracted items of work. Progress payments will be based on actual hours and contract hourly rates charged to the project on a monthly basis.

The Fee Proposal shall be submitted with the Proposal in a separate, sealed envelope. Inclusion of the Fee Proposal inside the Proposal is grounds for rejection of the Proposal. The City reserves the right to negotiate profit with the Consultant. The Fee Proposal shall include a breakdown of how the Fee was developed, including the number of man-hours by tasks, classifications of staff, billing rates, and all incidental charges, including subconsultants fees.

Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date, and amount remaining.

Proposal

The Proposal shall be concise, well organized, and demonstrate an understanding of the Scope of Services as outlined in this RFP. Proposals shall be limited to no more than twenty-five (25) one-sided pages (8½"x11", or 11"x17" for fold-out drawings), inclusive of resumes, graphics, pictures, photographs, dividers, front and back covers, cover letter, etc. Proposal submittals shall consist of five (5) bound sets and one (1) PDF on flash drive; no emailed or faxed Proposals will be accepted.

Proposals shall be evaluated based on the Evaluation Criteria section of this RFP.

At a minimum, Proposals shall include:

1. Proposals must be received no later than **2:00 PM, local time, on August 15, 2019**, at the Department of Public Works. Address to:

City of San Rafael
Public Works Department
111 Morphew Street
San Rafael, CA 94901
Attn: Lauren Davini, P.E.

2. Proposals shall be submitted in sealed packages and clearly marked with the name of the Consultant and "Third Street Rehabilitation Project."
3. Cover letter signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the Proposal team. The cover letter must state that the sample Professional Services Agreement is acceptable as-is.
4. Project understanding outlining the Consultant's basic understanding of the project and identifying key issues to be addressed during the project and any insights. Project understanding outlining the Consultant's basic understanding of the project and identifying key issues to be addressed during the project and any insights. Consultants are encouraged to explain, in detail, their understanding of the scope of work and to identify any supplemental tasks deemed necessary that may enhance the project or reduce the costs. Optional tasks, not specifically mentioned in this RFP, may be added. Optional tasks should be clearly identified and budgeted separately from other tasks in the Fee Proposal.
5. A detailed project approach and level of effort, in accordance with the section entitled "Scope of Work" of this RFP.
6. A project schedule including at minimum, those tasks outlined in the section entitled "Scope of Work" of this notice.
7. 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.
 - b. Provide at least three (3) references of persons, firms, or agencies that the City may contact to verify the experience of the proposer; include phone numbers.
 - 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. Do not submit resumes for individuals who do not have a high probability of actually leading or working on the project. Resumes included with the Proposal shall not exceed one single-sided printed page per person listed in the table of organization.
- e. Experience for each sub-consultant.

The Consultant shall be aware of the following:

- o Proposals and/or modifications to Proposals received after the hour and date specified in this RFP will be rejected and returned unopened to the proposer.
- o All Proposals shall be submitted according to the specifications set forth in the RFP. Failure to adhere to these specifications may be cause for rejection.
- o Once submitted, Proposals, including the composition of the consulting staff, shall not be changed without prior written consent.
- o All requests for clarification for this RFP must be made in writing at least 96 hours prior to the due date as set forth in this RFP. Consultants shall contact Lauren Davini at the following email address: lauren.davini@cityofsanrafael.org. If Consultants receive an out of office reply during the proposal period, they may contact Hunter Young at the following e-mail address: hunter.young@cityofsanrafael.org.

The City will only respond to written questions from Consultants. The City cannot respond to verbal questions submitted by telephone or in person. All addenda will be posted on the City's Web site. By submitting a Proposal, the proposer affirms that they are aware of any addenda and have prepared their Proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content. A link to the addenda may be accessed at <https://www.cityofsanrafael.org/projects-out-to-bid/>.

The City reserves the right to revise the RFP prior to the indicated due date. The City may consider extending the due date for RFP due to significant revisions to Scope of Services.

Evaluation Criteria

Ranking of the Proposals will be weighted based on the following point system (100 points maximum):

1. Inclusion of all required items and completeness of the Proposal (10 points)
2. Understanding of the work to be done (15 points)
3. Previous experience of similar projects completed on time and within budget (25 points)
4. Public outreach experience of the team (10 points)
5. Demonstrated creativity and flexibility of consultant team (10 points)
6. Qualified and experienced personnel in the project team (20 points)
7. Familiarity with state and federal procedures (10 points)

The City will notify each Consultant regarding the outcome of the Proposal selection process.

The City may reject any or all of the Proposals if it deems such action are in the public interest.

Consultant Nominating and Selection Process

- o A Consultant Selection Committee will be established for this project. Each member of the committee will evaluate each submitted Proposal.

- The Committee will select a shortlist of firms qualified for this project to participate in an oral interview.
- Based on qualifications provided in Proposals and oral interviews, the committee will rank the Consultants. The top-ranked firm will be the selected firm.
- The Committee, or representative, will enter into negotiations with the selected firm. The negotiations will cover: Scope of Work, contract terms and conditions, and profit. If the Committee is unable to reach an acceptable agreement with the selected firm, the negotiations will be terminated and negotiations with the second-ranked firm will be initiated.
- After negotiating a proposed agreement that is fair and reasonable, the Public Works Director will recommend to the City Council the approval of the agreement. Final authority to approve the agreement rests with the City Council.

Special Conditions

- Professional Services 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. Submittal of a Proposal is acceptance of the Professional Services Agreement. Contractually required insurance coverage and endorsement information is shown in the body of the document.
- Reservations
This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.
- RFP as a Public Record
All Proposals submitted in response to this RFP become the property of the City and thus become public records and, as such, may be subject to public review. Nothing contained in the Proposal shall be proprietary.
- Right to Cancel
The City reserves the right to cancel or change, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements.
- Additional Information
The City reserves the right to request additional information and/or clarification from any or all respondents to this RFP.
- Public Information
Consultants who wish to release information regarding the Consultant selection process, contract award, or data provided by the City at any Public Hearing, must receive prior written approval from the City before disclosing such information to the public.
- Financial Management and Accounting System Requirements
No Consultant contract will be awarded to a consulting firm who does not possess an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. Where federal funds are utilized on a project, the contract associated with the

agreement and supporting documents are subject to audit or review by Caltrans' Audits and Investigations or the federal government.

- Protest Procedures

This RFP and contract is subject to the protest procedures and dispute resolution process per 2 CFR Part 200.318(k).

Attachments

Required by Consultant with Proposal Submittal:

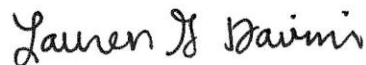
1. Fee Proposal in a separate, sealed envelope with breakdown of hours by tasks

For informational purposes only, the following is provided:

1. City of San Rafael *Professional Services Agreement* Template (subject to change by the City Attorney's office, if necessary)
2. Feasibility Study - See the City's website for a link to download the Study (<https://www.cityofsanrafael.org/third-st-rehabilitation-project/>)

Thank you for your interest in contracting opportunities with the City of San Rafael.

Sincerely,



Lauren Davini
Traffic Engineer

AGREEMENT FOR PROFESSIONAL SERVICES

FOR _____

This Agreement is made and entered into this ____ day of _____, 20____, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and _____ (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, _____; and

WHEREAS, _____;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY’S Project Manager.** The _____ 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. **CONTRACTOR’S Project Director.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. _____ is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide services as follows:

3. **DUTIES OF CITY.**

CITY shall pay the compensation as provided in Paragraph 4, and perform the duties as follows:

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** as follows:

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

5. TERM OF AGREEMENT.

The term of this Agreement shall be for (____) year(s) commencing on _____ and ending on _____. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to (____) year(s).

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 fifteen (15) 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, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

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 **CONTRACTOR** and any and all of **CONTRACTOR'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 **CONTRACTOR** 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, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** 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. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** 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 dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, 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 dollars (\$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 dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed

operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and non contributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. 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.

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

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. 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 **CITY** or any other additional insured party. 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. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to

CITY's satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the PROJECT MANAGER or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONTRACTOR's** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR'S** performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** 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, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not

apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR 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.

CONTRACTOR 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. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** 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, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** 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**'s Project Manager:

City of San Rafael
1400 Fifth Avenue
P.O. Box 151560
San Rafael, CA 94915-1560

TO **CONTRACTOR**'s Project Director:

16. INDEPENDENT CONTRACTOR.

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

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** 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.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** 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 **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

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

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

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

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager

By:_____

Name:_____

Title:_____

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

[If Contractor is a corporation, add signature of second corporate officer]

By:_____

Name:_____

Title:_____