City of Citrus Heights

REQUEST FOR PROPOSALS
For Construction Management, Inspection and Materials Testing for the Mariposa Avenue Safe Routes to School Phase 3 Project #20-14-003

The City of Citrus Heights is committed to providing high quality, economical, responsive services to our community.

Proposals Due:
Thursday, May 17, 2018 – 4:00 p.m.
The City of Citrus Heights is soliciting proposals from qualified firms to provide professional services for the Mariposa Safe Routes to School Phase 3 (Mariposa SR2S Ph3) project. This project is primarily funded with federal funds through a Sacramento Area Council of Governments (SACOG) Bicycle/Pedestrian grant.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the services.

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   - Exhibit 10-H Sample Cost Proposal (Example #2)
   - Exhibit 10-I Notice to Proposers DBE Information
   - Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System (to be completed if contract awarded and certification applicable)
   - Exhibit 10-O1 Consultant Proposal DBE Commitment
   - Exhibit 10-O2 Consultant Contract DBE Commitment (to be completed if contract awarded)
   - Exhibit 10-Q Disclosure of Lobbying Activities
   - Exhibit 10-U Consultant in Management Position Conflict of Interest and Confidentiality Statement
D. Sample Contract for Professional Services with insurance requirements
I. PROJECT DESCRIPTION

The Mariposa Avenue Safe Routes to School Phase 3 Project will continue the larger vision of continuous pedestrian/bicycle infrastructure between Greenback Lane and Madison Avenue linking both Skycrest Elementary School and San Juan High School to each other and to the neighborhoods to the east. It will construct curb, gutter, sidewalk, bike lanes, curb access ramps and eight street lights on the east side of Mariposa Avenue between Northridge Drive and Eastgate Avenue, and will construct curb, gutter and sidewalk along the north side of Farmgate Avenue from Mariposa Avenue to Our Way.

Anticipated Time of Completion - 90 Working Days

Engineer's Construction Cost Estimate - $1,610,000

Project Requirements

The project shall comply with the following:

- Caltrans Local Assistance Procedures Manual (LAPM)
- Americans with Disabilities Act (ADA)
- California Manual on Uniform Traffic Control Devices (CA MUTCD)
- All other applicable City, County, and State guidelines and requirements

Disadvantaged Business Enterprise

The Project shall comply with requirements of the Caltrans LAPM regarding annual anticipated DBE participation level. Consistent with the Caltrans Annual Anticipated Disadvantaged Business Enterprise Participate Level (AADPL) for FY 2017, the City has established an overall DBE goal of 29%. Additional DBE requirements and general information can be found in the LAPM and the Appendices.

Prevailing Wages

The services described herein are considered “public works” as defined by California Labor Code Section 1720 et seq. If a consultant is awarded a contract they shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant’s contract.

BUSINESS LICENSE REQUIRED

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the City of Citrus Heights without possessing a City business license. The City is an equal opportunity employer (EOE). Minorities, females, and handicapped (M/F/H) are encouraged to participate.

It is not a requirement to possess a City business license at the time of proposal submittal. Successful Proposers shall be required to possess a City business license prior to award of a contract.
II. **SCOPE OF SERVICES REQUESTED**

The selected firm/team shall provide the services outlined in below:

1. **Resident Engineer/Construction Manager** – Note: The City will have a part-time Project Manager to facilitate City decisions. The RE shall provide the continuity for daily operations to include inspection, coordination, reporting, and testing. The RE’s duties shall generally include, but are not limited to, the following:

   a. Coordinate the SWPPP development, daily project inspection, materials testing and overall quality assurance/quality control
   b. Liaison with business and property owners to address their needs
   c. Coordinate utility work
   d. Track and coordinate responses to Requests for Information
   e. Issue field directives
   f. Issue correction notices
   g. Evaluate, draft and track change orders
   h. Provide limited scope changes where appropriate or coordinate with consultant for more significant plan revisions
   i. Provide check estimates to contractor’s change orders
   j. Track T & M work and get contractor’s signatures to the T & M work
   k. Coordinate and run weekly project meetings
   l. Attend meetings as a City representative as required
   m. Submittal tracking, review, comments and approval
   n. Monitor Contractor’s Adherence to the Project Schedule
   o. Ensure Contractor compliance with Water Pollution Control Plan
   p. Issue correction notices to the contractor
   q. Report State required violations
   r. Review and Comment on final Record Drawings
   s. Prepare State required performance review documentation (pre-job, during construction and post-construction)
   t. Assist with preparation for and attend all State performance reviews and or audits.

2. **Labor, EEO and DBE Compliance** – Purpose is to ensure the contractor is complying with all the applicable labor, equal employment opportunity and disadvantaged business enterprise laws, acts and statutes detailed in the contract provisions.

   a. **Labor Compliance** - The selected consultant firm/team shall provide qualified personnel to perform labor compliance monitoring in accordance with Section 16.9, Employment Practice, of Caltrans Local Assistance Procedures Manual (LAPM), and more specifically Tasks 1 through 9 of the ‘Resident Engineer’s Role’.

   b. **Equal Employment Opportunity (EEO) Compliance** - The selected consultant firm/team shall provide qualified personnel to perform EEO compliance monitoring in accordance with Section 16.9, Employment Practice, of Caltrans Local Assistance Procedures Manual (LAPM), and more specifically the activities listed as the RE’s role under the sub-section titled ‘Equal Employment Opportunity (EEO)’.

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c. **Disadvantaged Business Enterprises (DBE)** - The selected consultant firm/team shall provide qualified personnel to perform DBE compliance monitoring in accordance with Section 16.9, Employment Practice, of Caltrans Local Assistance Procedures Manual (LAPM), and more specifically activities 1 through 6 of the “RE’s Role” under the sub-section titled ‘Disadvantaged Business Enterprises (DBE)’.

3. **Construction Inspection** – The selected consultant firm/team shall provide a qualified public works inspector(s) to:

a. Perform construction inspection of all work performed by the contractor to ensure compliance with the Project Plans and Specifications, the City’s Quality Assurance Program (see appendices) and applicable federal, state and local codes.

b. Document all inspection in daily inspection reports (IR) in accordance with Federal Highway Administration (FHWA) and California Department of Transportation (CALTRANS) guidelines and industry accepted standards. Submit all IRs to the City’s Resident Engineer (RE) within one (1) week of date of inspection.

c. Take photographs during construction for record.

d. Inspect of all items of work related to capital improvement project including, but not limited to:
   - Monitor water pollution control BMP’s
   - Monitor and document construction Area Traffic Controls
   - Grinding
   - Base repair
   - Pavement fabric placement
   - Asphalt placement and compaction
   - Adjusting utilities
   - Traffic signal system component installation
   - Street lighting system installation
   - Pavement striping and markings
   - Installation/restoration of traffic loops
   - Installation/replacement of concrete (sidewalk, curb and gutter, and ADA curb access ramps)
   - Installation of Joint Trench
   - Installation of storm drain pipe, drop inlets and manholes

e. Measure in place payable quantities and document payable work on CALTRANS accepted Quantity sheets to support each pay request submitted by Contractor.

f. Track and document all extra work in accordance with CALTRANS guidelines

g. Assist RE with response to Requests for Information submitted.

h. Prepare field changes as needed.

i. Provide direction to Contractor to correct deficiencies.

j. Attend weekly construction meetings.

k. Coordinate/schedule materials testing.

l. Serve as first line liaison with business/property owners.

m. Maintain red-line “as-built” drawing set throughout construction to assist RE with development of Record Drawings.

n. Review and approve final Record Drawings.

o. Provide other assistance to RE as directed by the Project Manager.
4. **Materials Testing** – The consultant team shall provide acceptance testing of materials in accordance with the City’s Quality Assurance Program (see appendices) to ensure that the materials incorporated into the project are in conformance with the contract specifications. This includes:
   a. Provide a testing laboratory certified in accordance with the QAP
   b. Provide laboratory personnel certified in accordance with the QAP
   c. Provide field testing personnel certified in accordance with the QAP to perform tests including, but not limited to, the following
      - Subgrade Compaction
      - Base Compaction
      - PCC Slump
      - Pulling PCC cylinders
      - AC Density
   d. Provide geotechnical recommendations for unsuitable soils and other unforeseen conditions during construction.

III. **PROJECT SCHEDULE**

The project construction time of completion is 90 working days. The Consultant shall anticipate full project closeout within 6-8 months of field acceptance of the project.

IV. **PROPOSAL REQUIREMENTS**

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions or limitations may be cause for rejection of the submittal. Use 8½ x 11 sheets (fold outs are acceptable for charts, etc.) and font size large enough to be easily legible (shall not be smaller than 10 point).

A. **Cover Letter**

Provide a cover letter and introduction, including the name and address of the organization submitting the proposal, together with the name, address, telephone and fax numbers, and email address of the contact person authorized to represent the proposal team. Provide the location of the main office, local office and office nearest to the City of Citrus Heights. The letter must be signed by an individual authorized to bind the firm contractually.

B. **Project Understanding**

1. Provide information based upon the Consultant’s understanding of the goals of the project, potential challenges, considerations and identification of the various functions (i.e. sub-consultants).
2. Provide statement that addresses the firm or consultant team’s ability to meet the City’s insurance requirements.

C. **Project Team**:

1. Contact Person: Name of the principal or project manager in the firm/entity who will have direct and continued responsibility for the services provided to the City. This person will be the City staff’s first point-of-contact on all matters dealing with the services offered and will handle day-to-day activities through to completion.
2. Brief information about the consulting team/firm background, organization, office structure and location, number of professional personnel, and equipment.
3. Justification for consideration and a summary of the firm’s or consultant team’s capability and experience in providing services on projects similar to the project set forth in this RFP.

4. An organizational chart showing the proposed relationships between all key personnel and support staff who will be expected to participate on the project. (Note: if the proposal includes more than one firm/entity, please identify the responsibilities and roles of each firm, too.).

5. A brief summary of the qualifications and experience of engineering and management staff, particularly at the project engineer level, and the key personnel to be assigned. Include relevant education, licenses, accreditation and certificates.

6. A list of at least four (4) references (non City of Citrus Heights staff) from similar projects that may be contacted, including at least one reference for each sub consultant listed.

D. Work Plan:
1. A statement that addresses the challenges that can occur during a project similar to this and any unique experience, abilities, or services that can be provided by the firm or consultant team to solve these challenges. Cite an example where these qualities were used.
2. A detailed description of proposed work plan for performing the required services.
3. Statement that addresses how the firm or consultant team will demonstrate their commitment to be responsive and accessible to City staff in a timely manner.
4. Provide a proposed schedule demonstrating your firm’s commitment to deliver the project in the timeframes discussed in the original grant application.

E. Cost Proposal:
The method of payment to the successful proposer shall be on an actual cost-plus-fixed fee with a maximum “not to exceed” amount, 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 construction, conduct public outreach meetings, and deliver 100% Plans, Specifications, and Estimate (PS&E) in conjunction with all required permits for construction. Progress payments will be based on actual hours, hourly costs and support service costs charged to the project on a monthly basis.

The cost proposal shall itemize each staff person proposed for the project along with their applicable hourly rate. The Cost Proposal shall also include estimated costs for typical services covered by this contract with a breakdown of hours by staff member. Submittal of costs shall be formulated such that actual hourly wages are provided and subtotaled showing two separate line items for overhead and profit. Include additional charges for sub-consultant’s services and reimbursable expenses. The Cost Proposal shall be submitted with your proposal in a separate, sealed envelope clearly marked "Cost Proposal – Mariposa Safe Routes to School Phase 3 Project RFP".

F. Required Paperwork:
1. Exhibit 10-O1 “Local Agency Proposer DBE Commitment (Consultant Contract)”; or
2. Exhibit 15-H DBE Information – Good Faith Efforts
V. PROPOSERS’ QUESTIONS

There will not be a pre-submittal conference for this RFQ. Questions regarding this RFP shall be submitted in writing, by US mail or email only, to the General Services Department and must be received no later than **4:00 p.m. on Thursday, May 10, 2018**.

Inquiries submitted by U.S. mail shall be clearly marked on the envelope or container “Mariposa Safe Routes to School Phase 3 Project, Question” and sent to:

City of Citrus Heights, General Services Department
6360 Fountain Square Drive
Citrus Heights, CA 95621
Attn: Stuart Hodgkins, City Engineer

Inquiries submitted by email shall be clearly marked in the subject line “Mariposa Safe Routes to School Phase 3 Project, Question” and emailed to:

GSD-Mailbox@citrusheights.net

VI. PROPOSAL SUBMITTAL

Proposer’s submittal shall be as follows:

- A maximum of 35 sheets of paper printed double-sided, including cover letter and resumes. The cover page, table of contents, tab dividers, cost proposal, schedule and agreement comments shall not count in the number of sheets stated above.
- One electronic (Adobe PDF) and five bound copies.
- Printed on minimum 30% Post Consumer Content (PCC) recycled paper.
- Proposal must be received (not postmarked) and date stamped by a designated City employee no later than 4:00 p.m. on Thursday, May 24, 2018 at the City of Citrus Heights.
- Proposals shall be marked:
  “Proposal for Mariposa Safe Routes to School Phase 3 Project”
- All proposals shall be delivered/mailed to:

  City of Citrus Heights
  General Services Department
  6360 Fountain Square Drive
  Citrus Heights, CA 95621
  Attention: Stuart Hodgkins, City Engineer

A Proposer may withdraw its final proposal at any time prior to the opening deadline date and time by submitting a written request for its withdrawal to the City of Citrus Heights General Services Department, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal prior to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.
Proposers submitting less than the required number of copies of their proposal will be rejected and considered "non-responsive." Proposals received beyond the deadline will not be considered, and will be returned unopened.

VII. CONSULTANT SELECTION SCHEDULE

The anticipated consultant selection schedule is as follows:

Request for Proposals advertised.................................................................Monday, April 23, 2018
Final Date to Submit Requests for Information ............................4:00 PM, Thursday, May 10, 2018
Closing date for receipt of proposals .....................................................4:00 PM, Thursday May 17, 2018
Consultant Interviews (tentative) ...............................................................Week of June 4, 2018
Consultant Selection and Contract Negotiations .................................Week of June 11, 2018
Contract Award, Execute Contract (tentative)........................................June 28, 2018
Start of Project/Begin Work (tentative)......................................................July 2, 2018

VIII. PUBLIC RECORDS ACT

All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the City as not being public documents that must disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the project number on the outside of the envelope. All materials submitted and retained by the City in response to this Request for Proposal shall become the property of the City and will not be returned.

IX. VALID OFFER

Proposals shall remain valid for 120 days from the due date. The City reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the City or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the City and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

X. CITY RIGHTS

The City reserves the right to:

- Request clarification of any submitted information
- Waive any informalities or irregularities in any proposal
- Not enter into any agreement
- Not select any consultant
- Cancel this process at any time
- Amend this process at any time
XI. CITRUS HEIGHTS WEB SITE REQUIREMENTS

It is the Proposer’s responsibility to monitor the City’s website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her proposal in accordance with the original proposal requirements and all addenda. All available RFP’s and related addenda can be found at:

http://www.citrusheights.net/Bids.aspx

Failure of Proposer to obtain this information shall not relieve him/her of the requirements contained therein. Those Proposers not acknowledging and returning Addenda as required will not be considered and will be rejected as “non-responsive”.

XII. EVALUATION

A review team comprised of City and partner agency staff will evaluate the consultants utilizing a two-step process. First, the proposal will be evaluated based on the criteria listed in this RFP to develop a short list. Second, oral interviews of the top rank firms will be conducted to determine which consultant team is best qualified to perform the work for this project.

The review team will then determine a ranking of the consultants at which time negotiations may begin with the most qualified consultant and only their cost proposal will be opened. The consultant fee 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 review team will make a recommendation that negotiations be opened to ensure that the top ranked consultant has a full understanding of the expectations of the City, that the scope reflects all tasks anticipated and that the fee reflects completion of the project to the satisfaction of the City. 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 review team will make a recommendation to the City Council for selection and approval of an agreement for services.

The successful Proposer will receive written Notification of Intent to Award, along with instructions for finalizing the agreement documents. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposal shall be returned to consultants.

The selection of the consultant will be based on the following criteria and the relative importance of each of the criteria in the selection process is broken down by percentage.

1. Inclusion of all required items and completeness of proposal 5%

2. Qualification of staff, capability, and experience of project team as it relates to the full Scope of Services 30%

3. Ability to undertake and complete the Scope of Work. Clear description of the tasks, demonstrated technical ability and understanding of work to be done. 30%

4. Innovative ideas and insights on managing construction of the project 5%
5. Commitment to adhering to the project schedule and budget 10%
6. References from other agencies regarding experience and past performance for projects of similar size and scope. 5%
7. Familiarity with state and federal procedures 15%

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 is in the public interest.

XIII. AWARD

Award shall be recommended to the Proposer whose proposal best meets the needs of the City. The City reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the City to do so. The decision of the City Council shall be final in making such determination.

The successful Proposer will receive a written Notification of Intent to Award, along with instructions for finalizing the agreement documents. The successful Proposer will be required to enter into an agreement for services with the City substantially similar in form to that included in the Appendices, marked "SAMPLE". Any reference in this Request for Proposal to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the agreement attached, the terms of the agreement shall govern.

Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

XIV. PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS

A bid protest means a protest filed against a request for proposal. Any bid protest must be submitted in writing and received by the City Clerk before 4:00 p.m. of the seventh calendar day following the proposal due date. The initial protest document must contain a complete statement of the basis for the protest and must refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, telephone number, and e-mail address of the person representing the protesting party. The protest must be signed and submitted under penalty of perjury.

The protestor must concurrently transmit a copy of the initial protest to the bidder whose bid is being protested. Faxed or emailed copies are acceptable, with confirmation of receipt by the bidder whose bid is being protested. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

The City shall review the bid protest and shall issue its determination within a reasonable amount of time prior to bid award. The City Manager has the authority to issue a final determination on all bid protests. The City shall not be required to hold a hearing to consider any protest.