



**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
FOR DESIGN AND ENGINEERING SERVICES FOR THE  
MILLER AVENUE STREETScape IMPROVEMENT PROJECT**

**December 14, 2012**

**PROJECT OVERVIEW AND BACKGROUND**

The City of Mill Valley is requesting Statements of Qualifications for professional services to implement the Miller Avenue Streetscape Improvement Project (Project).

Miller Avenue is one of two main arterial roadways providing access in to and out of Mill Valley, and has functioned as a main street into town since 1890. On July 6, 2011 the City Council adopted the Miller Avenue Streetscape Plan. The plan includes a blueprint for improvements and enhancements to the Miller Avenue, including:

- Re-paving and re-grading;
- Drainage improvements;
- Safety and functional improvements to bike lanes, sidewalks, crosswalks, transit stops, parking and travel lanes;
- Enhancements to the street's functionality as a shopping district and gathering spot for residents of adjacent neighborhoods and the surrounding areas.

The Miller Avenue Streetscape Improvement Project will follow the framework and design elements outlined in the Miller Avenue Streetscape Plan. The plan, as well as background information, is available at: <http://www.cityofmillvalley.org/Index.aspx?page=1105>

**TECHNICAL DISCIPLINES**

The Project should be led by a civil engineering firm. In addition to civil engineering expertise, the project team should consist of competent team members with relevant experience in project management, topographical surveying, utility engineering, streetscape design, landscape architecture, and permitting. The team should also be capable of providing support to the City of Mill Valley, if

needed, with community outreach and NEPA clearance. City of Mill Valley staff will provide services related to project oversight, civil engineering, transportation engineering, environmental planning, and community outreach.

## **SCOPE OF WORK**

The Project's scope of work will be conducted in at least two phases. Consultant work will be performed based on task orders within each work phase.

Phase 1 services may include the following tasks:

- Refinement of Phase 1 scope of work, cost and schedule
- Development of streetscape design detail catalog, describing and illustrating street furniture, landscaping, and amenities
- Conduct of street and utilities survey
- Preparation of right-of-way plans and documents
- Preparation of 30 percent plans for entire Miller Avenue corridor, including utility alignment and streetscape improvements
- Estimation of construction and maintenance costs
- Finalization of implementation/phasing plan, construction sequencing
- Identification and preparation of funding grants
- Coordinate and schedule utility work by others, including MMWD, PG&E, SASM
- Community outreach support

Services conducted in one or more future phases may include the following tasks:

- Preparation of 60/90/100 percent plans, specifications and cost estimates for one, multiple, or all segments of Miller Avenue – utilities only
- Preparation of 60/90/100 percent plans, specifications and cost estimates for one, multiple, or all segments of Miller Avenue – streetscape improvements only
- Estimation of construction and maintenance costs
- Value engineering assessment, if needed
- NEPA support, if needed

The award of future phase work will be independent of the Phase 1 contract. The City of Mill Valley reserves the right to award future phase work to the consultant team selected for Phase 1 work or to issue a separate Request for Qualifications or Request for Proposals.

## **PRE-QUALIFICATION CONFERENCE**

A mandatory pre-qualification conference will be held on December 19, 2012 at 2 p.m. to allow City of Mill Valley staff to respond to specific questions from potential submitters. The meeting will be held at

Mill Valley City Hall, 26 Corte Madera Avenue. Attendance is required by representatives from prime firms for their Statements of Qualifications to be considered.

Direct any questions regarding this Request for Qualifications to City staff during the December 19 pre-qualification conference only. For fairness, clarity, and efficiency, do not ask questions pertaining to this RFQ prior to or after the conference.

### **QUALIFICATION SUBMISSION REQUIREMENTS**

Statements of Qualifications shall follow the outline described below and must address all requested information. Consultants are encouraged to keep the submittals brief and concise, but sufficiently detailed to allow evaluation of the team's understanding of the project, relevant issues, and scope of work; staff experience and qualifications directly applicable to this project; and references for similar projects.

1. Cover Letter (2 pages maximum): Identify the prime consultant and describe any subcontract arrangements. Identify the name of the individual authorized to negotiate the contract on behalf of the consulting firm. The latter should sign the cover letter.
2. Demonstrated Understanding of Project, Relevant Issues, and Scope of Work (6 pages maximum): Describe your team's understanding of the project and its issues, and describe your team's general approach to satisfying the scope of work outlined in this RFQ.
3. Experience and Qualifications, Specific to this project, of staff assigned to Project (10 pages): Describe your team organization, including the qualifications of the proposed staff members. Provide evidence of staff member's experience in each of the areas identified in this RFQ, with emphasis on those relating to this project. One-page resumes for each key staff member shall be included in an appendix.
4. References for similar projects (2 pages maximum): Provide at least three relevant references for each key project staff member. References must be from similar work performed within the last three years and should include name, affiliation, and current phone number, as well as a total project cost, a brief description of the project and role of each member.
5. Resumes: Include one-page resumes for key staff members.
6. Professional Services Contract: Indicate your willingness to accept the terms and conditions in the Sample of Agreement for Consultant Services (Appendix A).

The Statements of Qualifications submittals shall be limited to 20 pages (Items #1 through #4), excluding covers and additional pages for items #5 through #7. All submittals shall be 8.5" x 11".

Please provide four hard copies of the Statements of Qualifications directed to Jill Barnes, Public Works Director, City of Mill Valley, no later than 1:00 p.m. on January 11, 2013. In addition, submit an electronic copy of the Statements of Qualifications in PDF format in a compact disk. Late submittals will not be accepted and will be returned unopened to sender.

## **SCHEDULE**

The following is the proposed project schedule:

- Issuance of Request for Qualifications: December 14, 2012
- Pre-qualification conference: December 19, 2012
- City responses to questions: December 21, 2012
- Statements of Qualifications due: January 11, 2013
- Issuance of Request for Proposals: January 22, 2013
- Proposals due: February 1, 2013
- Interviews, if necessary: February 12, 2013
- Award consultant contract: February 26, 2013
- Complete Phase 1 services: September 2013
- Complete Phase 2 services: April 2014
- Initiate construction: June 2014

## **SELECTION CRITERIA**

The City of Mill Valley will evaluate all Statements of Qualifications and invite the top-ranked consultants to prepare written proposals through the issuance of a Request for Proposals. The Statements of Qualifications will be evaluated based on the following criteria:

- 35 percent: Demonstrated understanding of project, relevant issues, and scope of work
- 55 percent: Experience and qualifications, specific to this project, of staff assigned to project
- 10 percent: References for similar projects

Statements of Qualifications not following the provisions within this RFQ will be disqualified.

## **GENERAL TERMS AND CONDITIONS**

The City of Mill Valley reserves the right, at its sole discretion, to determine whether or not any aspect of a Statement of Qualifications satisfactory meets the criteria established in this RFQ. The City reserves the right to seek additional clarification or information from the consultant, to confer with any consultant, and to reject any or all Statements of Qualifications with or without cause. In the event that the RFQ is withdrawn by the City, the City shall have no liability to any consultant for any costs or expenses incurred with the preparation of a proposal or related work. The cost of preparing, submitting, and presenting a proposal is at the sole cost and expense of the consultant.

## **PROFESSIONAL SERVICES AGREEMENT**

The team selected to produce and execute the recommended scope of services will be required to execute a Professional Services Agreement with the City of Mill Valley. Appendix A contains a sample agreement that will be similar to the agreement that the consultant will be required to execute.

# **APPENDIX A**

**CITY OF MILL VALLEY PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made at Mill Valley, California, as of \_\_\_\_\_, 20\_\_ , by and between the City of Mill Valley, a municipal corporation (the "CITY") and \_\_\_\_\_ ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

**City of Mill Valley, a municipal corporation**

**Consultant**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Jim McCann

Print Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\*\* Please see # 4 on Instruction page.**

Approved as to form:

\_\_\_\_\_  
Gregory Stepanicich, City Attorney

## **EXHIBIT “A”**

### **SCOPE OF SERVICE**

**This form is to be used when you don’t have a proposal letter from the contractor to use. If you have a proposal letter that you wish to use for Exhibit A --- Simply type “Exhibit A” at the top of the proposal letter.**

**EXHIBIT "B"**

**PAYMENT**

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

Personnel

Hourly Rate

2) In consideration of the services provided, the CITY agrees to pay the CONSULTANT an amount not to exceed \_\_\_\_\_ unless additional payment is specifically authorized in writing by the CITY.

3) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the \_\_\_\_\_ for the same.

4) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the \_\_\_\_\_.

**EXHIBIT “C”**  
**GENERAL PROVISIONS**

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and

including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS. (\*\*For Design Professional, delete this section and use section below)

CONSULTANT shall indemnify, defend and hold harmless entity and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the entity.

**\*\* For Design Professional:**

10) INDEMNIFY AND HOLD HARMLESS.

a) Design professionals are defined as licensed architects, landscape architects, engineers, and land surveyors. Construction management professionals or inspectors are not design professionals.

b) In connection with its design professional services, CONSULTANT shall hold harmless and indemnify the CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and cost of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement. There is no duty to defend but the City has the right to reimbursement of attorney's fees and costs of defense based on the fault of the Consultant.

c) In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section (b), CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts of omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT'S duty to defend pursuant to this Section B shall apply independently of any prior, concurrent or subsequent

misconduct, negligent acts, errors or omissions of Indemnitees.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Marin County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

15) JURISDICTION AND SEVERABILITY. This Agreement shall be administered and interpreted under the laws of the State of California and the City of Mill Valley. Jurisdiction of litigation arising from the Agreement shall be in the courts of the State of California. If any part of this Agreement is found in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.

**EXHIBIT “D”**  
**INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall contain an endorsement naming the City, its officers, officials, employees and volunteers as additional insureds, and stating that such insurance is primary and will not contribute with any self-insurance or insurance maintained by the City.

b) Automobile Liability Insurance for owned, hired and non-owned automobiles with minimum limits of \$1,000,000 per accident.

c) Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence.

d) Workers’ Compensation Insurance as required by the State of California and Employers’ Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease. The workers’ compensation insurance shall contain an endorsement waiving the insurer’s right of subrogation against the City, its officers, officials, employees or volunteers.

2) INSURANCE PROVISIONS

a) Deductibles and self-insured retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. All policies of insurance shall provide that coverage will not be canceled without thirty (30) days’ prior written notice to the CITY.

b) Acceptability of insurer. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to the CITY.

c) Verification of Coverage. Prior to commencement of work, CONSULTANT shall furnish the CITY with certificates of insurance and required endorsements evidencing compliance with requirements in Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies effecting the coverage required by these specifications.

d) Sub-contractors. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor’s insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.