

**REQUEST FOR QUALIFICATIONS
FOR CIVIL ENGINEERING SERVICES
ASSOCIATED WITH THE:**

Riverside County Glen Avon YMCA Improvement Project

CDBG Project Number 2.72-16

**LOCATION:
9244 Galena Street, Riverside, CA 92509**



SOLICITED BY:

**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
3403 TENTH STREET, SUITE 400
RIVERSIDE, CA 92501**

March 3, 2017

THE OPPORTUNITY:

The County of Riverside (County) is offering an opportunity for a civil engineering firm to provide planning and design services for comprehensive renovations to provide ADA accessibility upgrades to the parking lot and path of travel to the YMCA facility, secured parking for approximately 2 vehicles, and drainage review on existing playgrounds. Services may include but not be limited to:

- Surveying
- Site Master Plan
- Project Design Including:
 - Schematics
 - Design Development
 - Construction Drawings
 - Multi-Stage Phasing Plans.
 - Phase 1 would be ADA and Parking Lot upgrades.
 - Phase 2 would be for drainage upgrades.
 - Specifications
 - Bidding Assistance
 - Construction Administration
- Close-out & Record Drawings
- Other

The selected firm will meet the criteria described herein and be determined by the evaluation committee to be the best qualified firm for this particular project. The screening/selection committee will be composed of representatives from the Economic Development Agency and Community Development Block Grant staff.

FEDERAL FUNDING:

This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570), and subject to certain Federal requirements. Information pertaining to the Federal requirements is on file with the County of Riverside Economic Development Agency. The selected Consultant will be required to complete and submit the attached Exhibit "Q" and register as a vendor for Riverside County.

THE SITE:

As detailed by the YMCA, "The Corona-Norco Family YMCA was built to strengthen the Corona, CA community. Since 1974, the YMCA has been providing people and families from all different backgrounds with programs that promote their health and well-being. The YMCA strives to nurture the potential of kids, provide affordable child care services, and provide opportunities for people to give back to their neighbors."

This project is located at 9244 Galena Street, Riverside, CA 92509, a dual purpose site for the Glen Avon YMCA and Glen Avon Library. Construction was completed in approximately 1995 and needs to be rehabilitated to current ADA and building codes areas for children, seniors, disabled, and handicapped persons.

THE SELECTED FIRM:

Within no more than Three (3) Pages, each Firm shall be evaluated on their response to the following criteria:

- Indication of general and specific interest.
- History of the firm including: years in business, current number of professional personnel and current

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volume of projects in design phase.

- Firm's Experience on project of similar scope and budget for a public sector client.
- Relevant experience of sub-consultants and assigned staff as a "project team."
- Overall project approach including, but not limited to, quality control program, project organization, management and design philosophy.
- Firm's demonstrated ability and management commitment to successfully complete a project within budget and schedule.
- Resume and current work load of listed team members.
- Client References with addresses and telephone numbers.
- Relative location of firm to project site.

The first qualified firm will be notified in writing and via telephone to schedule fee negotiations. If agreement cannot be reached, negotiations will be terminated with the selected firm and opened with the firm ranked next in order.

COSTS ASSOCIATED WITH THE RFQ PROCESS:

Each respondent will be responsible for all his/her expenses incurred during the RFQ process.

THE SELECTION PROCESS:

The elements and sequence of this qualification-based selection process are as follows:

- Issuance of this RFQ to prospective firms
- Submittal of a bound Statement of Qualifications (SOQ) package from prospective firms to the County
- Evaluation of Qualifications by the County (including review of SOQs)
- Selection of a top ranked firm
- Fee negotiations
- Contract award

Significant criteria to be used in selection process may include, but not be limited to:

- Written response to RFQ
- Reference information
- Experience, demonstrated history of work on similar projects, resources available

PUBLIC RECORDS ACT:

Response to this RFQ becomes the exclusive property of the County. At such time as the Economic Development Agency may recommend a firm to the Board of Supervisors, and when such recommendation appears on the Board Agenda, all proposals submitted become a matter of record and shall be regarded as public record.

INSURANCE AND INDEMNIFICATION:

1.1 INDEMNIFICATION BY CONSULTANT

1.1.1 Basic Indemnity. To the fullest extent permitted by Applicable Laws, Consultant agrees to

defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County, Board of Supervisors, and each of their respective members, officers, employees, agents, and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of Consultant or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Consultant to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 1.1.3, below.

1.1.2 Indemnity for Professional Negligence. To the fullest extent permitted by Applicable Law, Consultant agrees to defend through legal counsel reasonably acceptable to County, indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, or relate to, any act or omission constituting professional negligence on the part of Consultant or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Consultant to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 1.1.3, below.

1.1.3 Limitations on Indemnity Obligation. Without affecting the rights of County under any other provision of this Agreement, Consultant shall not be required to indemnify or hold harmless an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of Consultant and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

1.1.4 Subconsultant Indemnity Agreements. Consultant agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section 1.1 from each and every Subconsultant, of every Tier.

1.1.5 No Limitation by Insurance. Consultant's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

1.1.6 **Enforcement.** The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

CONSULTANT'S INSURANCE

1.1.1 **Required Coverages.** Prior to the commencement of any services, Consultant shall, at its own expense, purchase from, and maintain with, a company or companies lawfully authorized and approved by Governmental Authorities to do business in the jurisdiction in which the Project is located and having an A.M. Best Company rating of no less than A-8, the insurance coverages set forth in this Section 1.1, which coverages shall remain in force throughout Consultant's performance of this Agreement and for such longer periods as may be required by this Agreement, unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term after which full compliance with

this Section 1.1 shall be required. Except as otherwise expressly provided in this Section 1.1, such policies and coverages shall, without limitation, protect Consultant from claims which may arise out of, or result from, the Consultant's performance of this Agreement, whether such performance be by itself or by any Subconsultant, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and shall comply with the following requirements:

.1 Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG20101185 (Form B) or ISO Comprehensive General Liability "occurrence" form acceptable to the County with the Broad Form Comprehensive General Liability Endorsement GLO404 (with no Property Damage Liability exclusions pertaining to loss by explosion, collapse or underground damage), including, without limitation, coverage for bodily injury, sickness, disease, or death of any person, injury to, or destruction of tangible property, including loss of use resulting therefrom, blanket contractual liability coverage (including, without limitation, coverage for the Consultant's indemnification obligations set forth in Article 1, above), and including an endorsement amending the aggregate limits to apply on a per location or per project basis, with limits of liability coverages of no less than the following amounts:

- \$2,000,000 General Aggregate (Other Than Products-Completed Operations)
- \$2,000,000 Products-Completed Operations Aggregate Limit for a period of five (5) years following Final Completion and Acceptance of the Project
- \$2,000,000 Personal and Advertising Injury Limit
- \$2,000,000 Per Occurrence Limit

.2 Professional Liability insurance, issued on a "claims made" basis, with limits of liability coverage in the amounts of no less than the following: (1) if the Fixed Limit is \$5 million or less: \$1,000,000 per claim and \$1,000,000 in the annual aggregate; (2) if the Fixed Limit is over \$5 million and \$10 million or less: \$2,000,000 per claim and \$2,000,000 in the annual aggregate; and (3) if the Fixed Limit is over \$10 million: \$5,000,000 per claim and \$5,000,000 in the annual aggregate. Such policy shall provide coverage (including, without limitation, all costs and expenses resulting from the investigation and defense of any claim) for damages from claims for bodily injury or property damage to County or to any third party (including, without limitation, loss of use of damaged and non-damaged property) due to any breach of duty in the performance of professional services. Professional liability coverage shall have an inception date or a retroactive date coinciding with, or prior to, the date of execution of this Agreement or the date of first performance of any services under this Agreement, whichever date is earlier, and coverage shall continue uninterrupted until five (5) years after Final Completion and Acceptance of the entire Project. Coverage for such post-completion period may be provided by renewal or replacement of the policy for each of five (5) years or by a five-year extended reporting period endorsement that reinstates the aggregate limit for the extended reporting period. Renewal or replacement policies shall not allow for any advancement of the retroactive date. Any deductible or self-insured retention under the foregoing professional liability policy shall not, except with the approval of County granted or withheld in the County's sole and absolute discretion, exceed \$500,000.

.3 Motor Vehicle Liability insurance issued on an ISO Business Auto Coverage form, including Symbol 1, acceptable to the County with limits of liability coverage of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage for all owned, hired, and non-owned vehicles.

.4 Workers' Compensation insurance (Coverage A) as prescribed by the laws of the State of California. The Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of not less than \$1,000,000 per person per accident and shall provide a Borrowed Servant/Alternate Employer Endorsement.

1.1.2 Notice of Cancellation. Each policy of insurance shall: (1) be in a form, and with insurers, satisfactory to County; (2) incorporate such endorsements as County may reasonably request; and (3) provide for thirty (30) Days' advance notice to County of non-renewal, material change, cancellation, or potential exhaustion of aggregate limits.

1.1.3 Additional Insureds. Consultant shall have the following named as Additional Insureds by means of endorsement to its General Liability, Excess (or Umbrella) Liability, and Motor Vehicle Liability policies: (1) the Indemnitees; (2) the persons or entities listed in the Additional Insureds List - Exhibit "L" attached hereto; and (3) all subsidiary companies, corporations, entities, joint ventures, LLC's, or partnerships that are owned, managed or controlled by the entities listed in Clauses (1) or (2) of this Paragraph 1.1.3. Such coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. The "Insured" clause covering Additional Insureds shall: (a) be no more restrictive than the coverage afforded by ISO 2010 11/85 edition; (b) state that the coverage provided to the Additional Insureds is primary and non-contributing with any other insurance available to the Additional Insureds; and (c) require a waiver of subrogation in favor of all Additional Insureds.

1.1.4 Self Insured Retentions. Policies of insurance for the coverages described in Paragraph 1.1.1, above, with the sole exception of professional liability insurance, shall not have self insured retentions which exceed \$500,000 per occurrence. All deductibles and self insured retentions on insurance required to be obtained by Consultant under this Agreement shall be borne by Consultant at its sole expense and without reimbursement by County.

1.1.5 Certificates of Insurance. Prior to the commencement of any services under this Agreement, and at any time thereafter upon County's request during the term of this Agreement, Consultant shall provide County with written evidence of the required coverages in the form of certificates of insurance with the applicable endorsements (including, without limitation, an endorsement confirming coverage for the Additional Insureds) attached or copies of the policies. County reserves the right to require complete, certified copies of all required insurance policies at any time, including endorsements providing the coverages required by this Agreement.

1.1.6 Waiver of Subrogation. For Commercial General Liability and Workers' Compensation insurance, the insurer shall agree to waive all rights of subrogation against the Additional Insureds for Losses arising from activities and operations of an insured in the performance of services under this Agreement.

1.1.7 Lapse in Coverage. If Consultant or any Subconsultant, for any reason, fails to maintain any insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, at its sole option, may thereupon terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such coverage (but has no

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obligation to do so) and, without further notice to Consultant, may deduct from sums due to Consultant any premium costs advanced by County for such insurance.

1.1.8 **Subconsultants.** Except as otherwise stated in Subconsultant Insurance Requirements, Subconsultants shall be required to maintain insurance on the same terms and with the same coverages as required of Consultant under this Agreement.

CONTRACT AWARD (CONSULTANT SERVICES AGREEMENT)

The County reserves the right to accept or reject any or all of the proposal, waive any irregularity and to require the proposer to verify, clarify or explain any part of the submitted proposal. Contract award will be based on the selection of the firm deemed most qualified as well as successful scope/fee negotiations and approval by the Board of Supervisors

ANTICIPATED SELECTION PROCESS SCHEDULE:

Release of RFQ to firms – March 3, 2017

SOQs delivered to County – no later than 4:00 p.m. on March 17, 2017

Fee Negotiations - Upon Notification

Notice to Proceed – Upon Notification

Respondents to this RFQ should submit three (3) SOQ packages.

Packages should be labeled “RFQ – Civil Engineering Services – Riverside County Glen Avon YMCA Improvement Project,” and be addressed to:

County of Riverside
Economic Development Agency
Attention: **Erik Sydow**
3403 10th Street, Suite 400
Riverside, CA 92501

Please Contact **Erik Sydow** with any questions or comments at esydow@rivcoeda.org

Attachments:

- Exhibit Q: Questionnaire Regarding Architect or Engineer;
- Additional Federal Requirements
- Site Plan

QUESTIONNAIRE REGARDING ARCHITECT OR ENGINEER

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

Name of Business: _____

Current Business Address: _____

Federal Tax ID: _____

State of California License No.: _____

Expiration Date: _____

DUNS Number: _____

A minority enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more “minority-owned”. Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (2 CFR Part 200). Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours

in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. Rights to Data and Copyrights – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. Debarment and Suspension (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. Drug-Free Workplace Requirements—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

11. Access to Records and Records Retention: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books,

documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

Proposed Site Improvement Plan

Notes:

1. YMCA Main Administration Building
2. Review/Revise ADA Ramps to accommodate site improvements to date, from parking lot to YMCA Building.
3. Proposed Secure Parking Area for 1-2 Vehicles.
4. Drainage Review
5. Review/Revise entire site ADA, including path of travel, etc.

