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# Request for Qualifications

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## Chollas Creek Segment 5 Restoration Project

### —Engineering Design Services—

Issue Date: November 4, 2016

**Issuing Agency & Address:** Urban Corps of San Diego County  
3127 Jefferson Street  
San Diego, CA 92110  
(619) 235-6884

**Period of Contract:** Single Project Phase I Start Date Spring 2017

**Contract Type:** Engineering Design Consultant Services

Urban Corps of San Diego County (Agency) invites Consultants to provide their experience and qualifications to serve as the Agency's lead Engineering Design Consultant (Consultant) for the Chollas Creek Segment 5 Restoration Project (Project). Consultant services will include: hydrologic engineering study, engineered designs and drawings. Urban Corps encourages submission of sealed bids from small, minority-owned, disabled, veteran owned, women-owned and local businesses.

Following this Request for Qualifications (RFQ,) Urban Corps shall invite sealed bids from licensed, qualified Consultants to provide Engineering Design Consultant Services for the Chollas Creek Segment 5 Restoration Project. **Only those proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent Request for Proposals (RFP) solicitation process.**

The Project must be carried out in accordance with the Agency's signed agreement with the State of California's Wildlife Conservation Board (WCB). This project is a public works projects using State funding sources through the WCB and administered by the Agency and as such, contractors may be subject to Prevailing Wage, DIR registration and requirements, and Certified Payroll requirements. Urban Corps insurance requirements must be met as identified in the Insurance section to follow.

## **PURPOSE**

The purpose of the RFQ is to evaluate consultant qualifications, present Project information, and engage candidates in an advance discussion of Project needs in anticipation of soliciting proposals for the purposes of entering into a consulting agreement with an Engineering Design Consultant. The RFQ process shall be a preliminary and mandatory first step in an RFP process of competitive negotiations for the professional services of a Consultant authorized to do business in the State of California who has experience in performing the type of project described within the body of this document. Only those proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the RFP solicitation process.

## **GENERAL INFORMATION**

Urban Corps is a certified nonprofit conservation corps and charter school with General Contractor's license offering construction, habitat management and restoration services through a local youth job training program. With support from the City of San Diego, Urban Corps has been awarded funding from the Wildlife Conservation Board to restore an 8-acre area along Chollas Creek known as Segment 5. There are 1,250 lineal feet of creek within Segment 5 which is bordered by Interstate 805 to the East, Imperial Avenue to the West, the Jackie Robinson YMCA on the South and East, and Greenwood Memorial Park on the West and North. There are multiple landowners along Segment 5: Greenwood Memorial Park, the YMCA, the City of San Diego, and the privately owned Carlin property. The 0.14-acre Carlin property is located at the center of Segment 5 and Urban Corps is in negotiations to purchase the property with grant funding following the CEQA process. The full project site will be within the City of San Diego's jurisdiction, following the current City of San Diego annexation of unincorporated County of San Diego lands.

The goals of the project are to restore and enhance the ecological and social value of Chollas Creek Segment 5 through creek widening, creek naturalization, potential de-armoring, invasive plant removal, habitat restoration, and trail building. A feasibility study was completed in 2008 by Groundwork San Diego-Chollas Creek, who contracted with Estrada Land Planning to prepare a conceptual design in conformance with the Chollas Creek Enhancement Program (see attachment 1). Our project builds on this creek widening and public access conceptual design through a two-phase project, with planning, design development, environmental/project review, construction documents and permitting in phase one and construction in phase two. The Groundwork/Estrada feasibility study forms the basis for our restoration (see attachment 2).

The project may require direct impacts to the stream bed and riparian habitat through invasive vegetation removal, concrete removal, dredging, regrading, terracing, and stabilizing of the creek bed and banks. The proposed channel widening increases the acreage and width of the riparian habitat as well as upland habitat. The existing conditions of this portion of Chollas Creek include a narrowed streambed, highly eroded banks, a grade control structure, and a concrete levee at the high water mark adjacent to the YMCA development, so enhancement of the area will require permits by regulatory agencies. As a waterway flowing into San Diego Bay, Chollas Creek is under the jurisdiction of the U.S. Army Corps of Engineers (ACOE), State of California Department of Fish and Wildlife (CDFW), and the San Diego Regional Water Quality Control Board (RWQCB). Permits for this work will be acquired by the Agency. The project is located within the City of San Diego; however, the adjacent cemetery is currently under the jurisdiction of the County of San Diego going through an annexation process, and may require coordination with the County. The City of San Diego will act as the Lead Agency for CEQA and has preliminarily determined that preparation of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP)

may be required to meet CEQA compliance. Any CEQA-related tasks will also be handled by the Agency. The project lies within San Diego's Multiple Species Conservation Program, Urban Subarea Plan.

## **HYDROLOGY & RELEVANT SITE CONDITIONS**

Chollas Creek enters Segment 5 through a seven bay 8x8' Concrete Box Culvert under Interstate 805. The creek leaves the site downstream in a double 12'x10' box culvert under Imperial Avenue. An existing storm drain enters the site from the north along the Caltrans right-of-way and outlet to the Chollas Creek. Two existing storm drains cross Imperial at the creek crossing and between the creek crossing at the intersection of YMCA Way (45<sup>th</sup> St.) and Imperial Avenue. A new YMCA facility and parking lot is currently under construction and the project includes a new detention basin and swale system at the southwest end of Segment 5 that drains into Chollas Creek.

Segment 5 is elevated approximately 58 to 100 feet above sea level. The creek banks on the south and east sides of the creek have been raised into a levee with a 5' flat soil berm at the top and concrete slope protection on the steep channel side. The west and north sides are not bermed, and have erosion issues with 2:1 to 1:1 embankments that are vegetated with non-native species. An existing concrete vehicle crossing containing gas and utility lines is located near the center of Segment 5 in the City right-of-way for YMCA Way (45th Street) and acts as a drainage structure which was reinforced with additional concrete within the last 10 years to remediate the utility pipes being exposed. Underground and overhead utilities are present in the project area, including SDG&E gas and electric facilities, AT&T phone utilities, City of San Diego sewer line, and a City of San Diego Municipal Water District water main. The underground utilities run the length of the concrete levee as well as through the YMCA Way right-of-way easement under the drainage structure.

A concrete levee along the length of the east side of the project was proposed to be removed in the 2008 feasibility study; however, future hydrology studies will direct the viability of this plan. Furthermore, the extent to which the creek may be widened and the concrete levee will be modified is dependent upon participation from surrounding landowners and designs that meet the requirements of the jurisdictional agencies. Creek naturalization and de-armoring is a goal set forth in the feasibility study, but future hydrological studies will have to prove that naturalizing the creek bed and banks will not jeopardize the adjacent structures along YMCA Way and Imperial Ave.

Nasland Engineering prepared a preliminary HEC-RAS hydrological study in 2008 which was included in the Groundworks feasibility study and which was based on SanGIS two-foot contour mapping. This study showed that the creek flows strongly during rainfall events, with a 10-year storm flow of 2,000 cubic feet per second (cfs) and a 100-year flow of approximately 5,300 cfs. Based on this preliminary HEC-RAS analysis, it is possible that the floodwaters would exceed the existing levee on the south side resulting in some flooding of the YMCA property. FEMA FIRM mapping indicates the majority of the YMCA site to be located in Shaded Zone X, defined by FEMA as "Areas of 500 year flood: areas of 100-year flood with average depth of less than 1 foot or with drainage areas less than 1 square mile: and areas protected by levees from 100- year flood." Additional hydrological studies have also been completed recently in conjunction with the YMCA site development.

Urban Corps is currently working with landowners to determine a limit of work. A successful project is dependent on the cooperation, coordination and agreements with the multiple landowners, including the occupied residence within the project footprint, and the cemetery.

For additional information on the initial concept and feasibility study, and existing site conditions, please see attachment “Restoration and Enhancement Concept Plan Chollas Creek Segment 5 at the Jackie Robinson YMCA” (Estrada Land Planning)

## **CONSULTANT SCOPE OF WORK**

### **Civil Engineering**

Engineering consultant shall determine hydrological conditions, opportunities, and constraints. In cooperation with and with guidance from the Agency, Consultant will create an engineering and grading plan showing the proposed channel modification design, including potential concrete levee removal/redesign, creek widening, erosion control solutions, and the location of the riparian and upland habitat planting opportunities. Consultant shall be available to meet with and advise Agency throughout Phase I so as to determine construction scope of work for Phase II.

Planned RFP deliverables:

- Research
- Preliminary Title Report (PTR)
- Corner Records or Survey
- Surveying and Mapping which may include boundary retracements, easements, boundary survey, easement plotting, topographic survey, mapping lot line adjustments, lot consolidation, easement dedication, vacations or quitclaim documents.
- Site Investigation
- Base Map Preparation, which may include mapping tentative parcel maps or tentative maps.
- Schematic Grading and Drainage Plan
- Design Development (CEQA Level), which may include demolition, grading, erosion control, public and private utility plans, outline specifications, preliminary hydrology study and civil drawings.
- Construction Plans, which may include storm drain and culvert improvement plans, horizontal control plan to locate curb and gutter, swale, utility locations, horizontal control for staking in the field,
- Final Hydrology Study – Pre and Post project, 100-year storm hydrology for onsite runoff.
- Storm Water Pollution Prevention Plan (SWPPP)
  - Hydro Modification Plan
  - Water Quality Technical Report
  - Notice of Intent (NOI)
  - Waste Discharge ID # (WDID#)
- Division 2 Specifications
- Meetings and Coordination, Plan Check Review
- Soil Testing / Soils Report

## **SUBMITTAL INFORMATION**

**ALL REQUESTS FOR QUALIFICATION RFQ DOCUMENTS ARE DUE ON OR BEFORE: Friday, December 2, 2016 no later than 2:00 pm PST, via e-mail and/or hard copy.**

Hard copy submittals (2 copies) are required and are to be submitted to Ty Sterns, Design-Build Manager; Urban Corps of San Diego County, 3127 Jefferson Street, San Diego, CA 92110. A digital

version is also requested to be submitted to Ty Sterns, Design-Build Manager; [tsterns@urbancorps.org](mailto:tsterns@urbancorps.org)

No Pre-Bid Conference will be held for this project. Pre submittal Q&A meetings or pre-bid presentations of qualifications are encouraged and may be scheduled with Ty Sterns at (619) 235-6884 ext. 3122 or by email at [tsterns@urbancorps.org](mailto:tsterns@urbancorps.org). Please direct any other advance inquiries for information or requests for a hard copy of this RFQ to Ty Sterns as well.

**Should a prospective Consultant fail to submit an RFQ on or before Friday, December 2, 2016, they will not be eligible to participate in the RFP process which will take place in the First Quarter 2017.**

#### **APPLICABLE LAWS**

Consultant will abide by all applicable federal, state, county, and city laws and regulations and will obtain (or demonstrate current possession of) any and all permits and licenses that may be required. Failure to meet (or keep current) these requirements may result in termination of any agreement entered into. Any agreement resulting from the subsequent RFQ process will be governed by the laws of the State of California. Venue for any legal proceedings, mediation or arbitration which may arise out of a consulting contract will be in the County of San Diego.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

Agency is an Equal Opportunity Employer and, as such, expects the selected Consultant and its Subcontractors to agree not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter related to employment because of race, religion, color, sex age, handicap, veteran status or national origin per Title VII of the Civil Rights Act of 1964 (as amended by Executive Orders 11246, 11375, and 12086; as supplemented by 41 C.F.R. chapter 60)

#### **CONDITIONS OF CONTRACT**

Following this RFQ, Agency shall invite sealed bids from licensed, qualified Consultants to provide Engineering Design Consultant Services for the Project. No Project Scope of Work ("Work") activities shall be conducted at the site prior to the issuance of a Notice to Proceed. Prior to start of work, Consultant shall meet with Agency and submit to Agency for review and approval a preliminary progress schedule indicating expected deliverable dates, including any milestones related to the Scope of Work. The schedule will include Consultant deliverables for shop drawings and other submittals. Consultant shall provide copies of all subcontracts to the Agency Project Manager.

#### **AWARD AND SELECTION OF THE CONSULTANT**

Agency reserves the right to reject any or all submittals and to waive any informality in any subsequent Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the bidders.) The selection will consider each bidder's overall suitability to provide the required services within the project's time, budget and operational constraints, and it will consider the comments and /or recommendations of the Consultant's previous clients, as well as other references. Final award of the engineering consultant contract resulting from a later RFP process will be to the most qualified responsible bidder.

RFQ packages shall include and will be reviewed based on:

- Qualifications of the company and experience of the team in similar projects
- Portfolio of related work
- Demonstration of a minimum of five years of experience on projects of similar size and scope
- Staffing resources and qualifications
- References
- Office Rate sheet
- Anticipated subcontractor list
- Quality and detail of submittal
- Current and projected work load and availability for calendar year 2017
- Ability to meet insurance and equal opportunity requirements

Consultants are encouraged to submit a basic proposed schedule and work plan. Proposal is to include a Cover Letter detailing all compliance, conformance and inclusion of information and requirements listed in this RFQ. Additionally, all attached and referenced forms and documents must be included in RFQ response.

#### **RFQ CHECKLIST**

- ☐ Cover Letter
- ☐ Qualifications & Experience
- ☐ Sample Work/Portfolio
- ☐ Staffing Resources
- ☐ Subcontractors List
- ☐ References
- ☐ Office Rate Sheet
- ☐ Non-Discrimination Statement

#### **SCHEDULE**

Due to the sensitivity of meeting guidelines related to the funding of this project, Consultant's bidding on this project must agree that all work shall be completed within the schedule agreed upon by Parties after the issuance of the Notice to Proceed by the Agency.

Within ten calendar days after written notification of award of Contract, Consultant shall deliver to Agency the signed Contract, insurance certificate(s) and other documentation required for execution of Contract. Contract will not be binding upon until it has been executed by both parties. Agency will not be liable for any delays prior to the award or execution of Contract.

#### **INSURANCE**

Minimum insurance requirements are as follows:

- A. Commercial General Liability written on an ISO Occurrence Form CO 00-01-07-98 or equivalent form providing coverage at least as broad which shall cover liability arising from

any and all personal injury or property damage in the amount of \$1 million dollars per occurrence, and subject to an annual aggregate of \$2 million dollars. There shall be coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside of the limits of the policy.

- B. Commercial Automobile Liability. For all of the Consultant 's vehicles including owned, hired and non-owned vehicles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00-01-12-90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for combined single limit of \$1 million dollars per occurrence. Insurance certificate shall reflect coverage for any vehicle.
- C. Excess/Umbrella Liability to be \$3 million dollars per occurrence/aggregate.
- D. Architects and Engineers Professional Liability. Consultant shall ensure the Design Professional they hire or if the Consultant, will be doing any of the design work for this Project themselves they shall obtain and keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$2,000,000 per claim and \$2,000,000 annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Consultant agrees that for the period defined above, there will be no changes or endorsements to the policy that increase Agency's exposure to loss. All defense costs shall be outside the limits of the policy.
- E. Workers' Compensation. For all of the Consultant's employees who are subject to this agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. The policy shall provide a minimum of \$1 million dollars of employers' liability coverage.
- F. Deductibles. All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to **Urban Corps of San Diego County** at the time the evidence of the insurance is provided.

#### **ADDITIONAL INSURED**

To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an additional insured (on separate forms) both Urban Corps of San Diego and the State of California Wildlife Conservation Board with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

Consultants shall obtain all insurance required and shall maintain, in full force and effect, such insurance during and all work performed in connection with Urban Corps of San Diego contract. Consultant shall not begin work until all insurance required of the Consultant under this Section has been obtained and approved by Urban Corps of San Diego.

In any dispute between Urban Corps of San Diego and Consultant pertaining to Urban Corps of San Diego's contract, Urban Corps of San Diego or the Wildlife Conservation Board shall not be made a party to any judicial or administrative proceeding to resolve the dispute. Consultant shall defend and indemnify Urban Corps of San Diego and Wildlife Conservation Board in any dispute, should either be made a party to any judicial or administrative proceeding to resolve the dispute.

## **NONDISCRIMINATION**

Urban Corps of San Diego, encourages the submission of bids from Minority, Disabled Veteran, Disabled, Small Business Enterprise, Women Owned Businesses and SLBE, ELBE.

Urban Corps of San Diego is an Equal Opportunity Employer. Recipients of contracts with Urban Corps of San Diego must be aware that the Urban Corps of San Diego is a pass thru agency for federal, state, county and local dollars and that Urban Corps of San Diego does not discriminate. Recipients of contracts are subject to prohibitions against discrimination. Recipients of awards agree that they will not discriminate against men or women regardless of race, creed, ancestry physical ability, medical condition, pregnancy, age political affiliation, marital status or sexual orientation. Recipients must comply with Urban Corps of San Diego's drug free workplace policy.

Recipients are subject to and must comply with all federal, state, county and local laws, including but not limited to nondiscrimination laws, Immigration and Naturalization law, Gender Harassment Warranty and Liability, Americans with Disabilities Act, Social Security Act and Drug Free Workplace.

Urban Corps of San Diego reserves the right to reject any and all bids or waive any irregularities in a bid or in the bid process.

The Consultant agrees that in addition to the organization, the Wildlife Conservation Board, the State of California, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

Equal Employment Opportunity-The Consultant will comply with E.O. 11246, "Equal Employment Opportunity", as amended.

Consultant is subject to and must comply with all federal, state, county and local laws, including but not limited to nondiscrimination laws, Immigration and Naturalization law, Gender Harassment Warranty and Liability, Americans with Disabilities Act, Social Security Act and Drug Free Workplace.

Copeland "Anti-Kickback" Act-The Consultant shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair to give up any part of the compensation to which he is otherwise entitled.

Contract Work Hours and Safety Standards Act-The Consultant will comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations. This provision requires wage computations on a 40 hour workweek with all hours in excess of 40 paid at 1 ½ times the basic rate of pay.



Clean Air Act and the Federal Water Pollution Control Act, as amended. Consultant agrees to comply with all applicable standards, orders or regulations issued.

Consultant is subject to and must comply with all federal, state, county and local laws, including but not limited to nondiscrimination laws, Immigration and Naturalization law, Gender Harassment Warranty and Liability, Americans with Disabilities Act, Social Security Act and Drug Free Workplace.

Byrd Anti-Lobbying Amendment- Consultant must file required certification. 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 and 49 CFR part 29.

#### **ADDITIONAL RULES/STIPULATION OF TERMS**

Expenses for developing the proposals and answering Urban Corps of San Diego questions are entirely the responsibility of the Consultant, and shall not be chargeable in any manner to Urban Corps of San Diego or the Wildlife Conservation Board.

This document is provided as a courtesy. Urban Corps of San Diego assumes no responsibility for failure to send it to all interested entities or companies. Urban Corps of San Diego will not be responsible for any oral instructions, nor should a submittal or proposal be based upon verbal information from any employee of Urban Corps of San Diego.

Addenda issued during time of bidding shall be included in the bid and shall be made a part of the Contract. Consultant shall list each addendum received.

#### **REPORTING AND RESOLVING DISCREPANCIES**

It is the responsibility of the Proposer to include costs for any unforeseen elements and to provide for all contingencies within their proposed cost. If during performance of the Work, Consultant discovers any conflict, error, ambiguity or discrepancy within the Contract documents or between the Consultant documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, Consultant shall report it to the Agency in writing at once, and Consultant shall not proceed with the Work affected thereby until an amendment or supplement to the Contract documents has been issued by one of the following methods indicated as follows:

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof as either a Change Order or Time Extension Request. In addition, the requirements of the Contract documents may be supplemented, and minor variations and deviations in the Work may be authorized, including: Review of a Shop Drawing or sample or a Written interpretation or clarification.

A written Change Order executed by Agency and Consultant and approved by the wildlife Conservation Board is required before Consultant commences any activities associated with a change in the Work which, in Consultant's opinion, will result in a change in Contract Amount and/or Contract Times.

## **RFQ DOCUMENT ATTACHMENTS**

The following documents are hereby made part of the RFQ:

- Restoration and Enhancement Concept Plan Chollas Creek Segment 5 at the Jackie Robinson YMCA (Estrada Land Planning)
- Chollas Creek Segment 5 Photo Report (Urban Corps of San Diego)
- Chollas Creek Enhancement Program (City of San Diego)