

Request for Proposals (RFP)

For

Civil Engineering Services

For

Homecomings, Inc.

Willett Ranch

Submittal deadline

April 26, 2017 at 4:00 p.m. PST

The responsibility for submitting a response to this RFP at the offices of the Housing Authority of the City of San Buenaventura (“HACSB”) on or before the stated time and date will be solely and strictly the responsibility of the Respondent. Homecomings will in no way be responsible for delays caused by the United States Mail delivery or caused by any other occurrence.

I. General Information

A. Introduction

The mission of the Housing Authority of the City of San Buenaventura, (HACSB) hereinafter referred to as the "HACSB", is to provide and develop quality affordable housing for eligible low-income residents of Ventura County and to establish strong partnerships necessary for HACSB customers to achieve personal goals related to: literacy and education; health and wellness; and job training and employment leading to personal growth and economic self-sufficiency.

The Authority which was created in 1949, directly administers two federal programs: 295 public housing apartments which it developed, manages and maintains; and a Section 8 Housing Choice Voucher (HCV) Program. The Authority currently administers approximately 1,700 rental subsidy HCVs.

The Agency and its two associated non-profits own a total of 623 tax credit and income-restricted rental apartments, and have a growing pipeline of real estate development projects including, a family farm worker development, one senior development and a public housing redevelopment.

B. Purpose

Homecomings, Inc. the affiliated nonprofit corporation of HACSB, is seeking a proposal from a civil engineering firm to serve as Civil Engineer for the Willett Ranch project located in the City of San Buenaventura. Willett Ranch will be developed by the Housing Authority of the City of San Buenaventura and owned by a limited partnership with Homecomings, Inc., as the sole member of the General Partner.

C. Overview

The Housing Authority of the City of San Buenaventura (HACSB) plans to develop Willett Ranch, 50 apartments of affordable senior housing. HACSB has an agreement to purchase the site for this project, two lots totaling 2.05 acres on Ventura Avenue that will be created at final map recordation. The Project is located at 2686 North Ventura Avenue, Ventura, CA 93001, at the southeast corner of Ventura Avenue and School Canyon Road.

The Project will include 40 one bedroom apartments (528 square feet), and 10 two bedroom apartments (six at 758 square feet and four at 820 square feet), a community room, a laundry room, and office space. There will be one two story building on each lot. The apartments will be accessed by double loaded corridors. A total of 73 parking spaces will be provided: 53 carport spaces, and 20 open spaces for guest parking. Primary access and access to parking will be from the new Willett Street. Almost an acre will be landscaped open space.

As currently planned, all fifty apartments will have project based vouchers and will be affordable

to very low and low income households. One resident will serve as a caretaker. Project financing will include tax exempt bonds and 4% tax credits, and may include other sources. Ultimately, the project will be owned by a to-be-formed limited partnership; the general partner will be an LLC with Homecomings, Inc., an affiliate of HACSB, as the sole member.

The project is part of the Solana Heights new residential community on a 27.6 acre site. HED will serve as executive architect.

D. Board

The HACSB is governed by a Board of Commissioners.

E. Contact Information

Karen Flock, Senior Developer
(805) 648-5008, ext. 3233
kflock@hacityventura.org

F. Scope of Services

All work performed shall be at the direction of the Authority's CEO acting as the Contract Officer, or the Deputy Director - Real Estate Development or her designee, Karen Flock, Senior Developer.

The selected firm will enter into Contract with the HACSB or Homecomings Inc. That contract will ultimately be assigned to the to-be-formed limited partnership. A form of the contract is attached.

Improved pads will be delivered to the project.

The Scope of Work and Deliverables will include the following:

1. Civil engineering required for construction
2. Erosion Control Plan/SWPPP/NOI
3. Private Domestic Water, Sewer, and Utility plans
4. Precise Grading & Drainage Plans
5. Quantity Bond Estimates
6. Utility Plan Coordination
7. Project Management

- 8. Construction Support
- 9. Ongoing coordination with the architect, landscape architect, and other consultants as needed.

G. Expense Associated with Submission

All expenses involved with the preparation and submission to Homecomings shall be borne by the Respondent.

H. Options

Homecomings may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the responses received as a result of this RFP. Also, the determination or the criteria and process whereby responses are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of Homecomings.

II. RFP Instruction

A. RFP Submission and Format

Please submit one (1) pdf file on compact disk or flash drive plus one (1) original hard copy of your response in the same package clearly marked on the outside “Response to RFP: Civil Engineer” addressed to:

Karen Flock, Senior Developer
Housing Authority of the City of San Buenaventura
995 Riverside Street
Ventura, CA 93001

Submissions must be hand delivered or mailed by certified mail. No emailed or faxed submissions will be considered.

RFP attachments can be found by clicking on the Dropbox link:
<https://www.dropbox.com/sh/aegt9hoiwglx7jr/AAAN6dyuBiCoQL2hCUzvtqM5Aa?dl=0>

The RFP attachments are as follows:

- 1. June 18, 2007, City Council Staff Report. October 19, 2016, Design Review Committee Staff Report. Please review for DRC approved conceptual design, floorplans and elevations and Conditions of Approval.
- 2. Architectural plans labeled 8th submittal and dated 6/2/2016.
- 3. Landscape plans dated 6/10/2016.

B. RFP Terms and Conditions

1. Board and Staff Communications

Under no circumstances may any HACSB Board or staff member, other than the contacts specified herein, be contacted regarding this RFP. **Failure to adhere to this restriction may result in disqualification.** If you have any questions or require clarifications, submit them in writing (preferred) to kflock@hacityventura.org or contact Karen Flock at (805) 648-5008, ext. 3233 no later than five (5) working days prior to the submission deadline. All questions will be answered in writing by email and copied to all who have indicated by email to Karen Flock that they may respond.

2. Timetable for Submission

The deadline for submissions in response to this RFP is April 26, 2017 at 4:00 p.m. PST. **Email and FAX responses will not be accepted.**

3. Release of Information

Information submitted in response to this RFP will not be released by Homecomings during the evaluation process or prior to a contract award.

4. Proprietary Information

Please be aware that we have been advised by legal counsel that all materials submitted in response to a federally funded solicitation must be made available to the public once a selection has been made. Hence potential Respondents are forewarned that any proprietary information contained in their response will upon request be available to the public after contract award.

5. Term of Contract

The respondent shall provide appropriate state and local certifications and licensing documents.

6. Homecomings Reserves the Right to:

- a. Request an oral interview with, and additional information from, firms prior to final selection.
- b. Consider information about a firm in addition to the information submitted in the response or interview. Reject any and all responses and waive any irregularities.

7. Non Discrimination/Conflict of Interest.

- a. The Respondent warrants adhering to all civil rights, equal opportunity, and fair housing and Section 3 regulations.
- b. The Respondent warrants that it presently has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.

III. Required Information and Format

In order to be considered for selection as Civil Engineer, the respondent shall adhere to the format of this RFP as detailed herein and submit the following items in the specified order. The qualifications of the respondent will be evaluated based upon the criteria presented in this RFP.

- A. Cover Letter** - This letter should introduce the project team, naming the key players and highlighting the firm's qualifications for this project;
- B. Company Profile** - Company history; number of years in business; including whether the company is a Section 3, minority or women owned business;
- C. Project Team** - Provide resumes of proposed project personnel indicating years employed by the firm;
- D. Project Experience & References** - Please provide a list of services provided for similar size projects completed or in progress, including how the firm has dealt with input from multiple stakeholders, experience with community planning and creative approaches to difficult sites, along with three references of similar type projects (please include name, title, organization, contact number); Note: do not use Housing Authority of the City of San Buenaventura staff for reference purposes;
- E. Explanation of your approach to the project** – Include any obstacles to availability to perform work on the project, and any substitution of personnel or other remedy anticipated.
- F. Project Fees** – Please provide General Terms and Conditions and fees for this work.
- G. Legal Factors** – Please provide a list of outstanding lawsuits including claims both settled and unsettled for the past five (5) years, along with a self-certification that the Respondent has no active federal, state or public agency disqualification.

- H. **PSA** – A copy of the Professional Services Agreement is attached
(Attachment A)

IV. Evaluation of Qualifications

The Civil Engineer Proposals will be evaluated by the following factors.

Demonstration of Experience:

Contractor must have provided civil engineering services for three (3) projects within the last five (5) years.

Experience should be with projects of similar size and complexity. Experience with this site is preferred.

Projects submitted must be in California. Please include information on any projects the firm has worked on in the City of Ventura.

Evidence of Professional Capabilities:

Proposed Project Manager or any other project related staff

Legal Factors

Any outstanding lawsuit should be fully explained.

No contract will be awarded to any applicant with an active federal, state or public agency disqualification.

Fee Proposal

Overall cost for the scope of work.

V. Selection Process and Criteria

HACSB will conduct a threshold review to first determine that:

1. The submittal is complete and in the requisite format;
2. There is no active federal, state or public agency disqualification which would bar a Respondent from entering a contract.
3. A review committee will evaluate the proposals that pass the threshold review and

assign points based upon the completeness of the response and the Respondent's demonstrated competence, experience and knowledge.

4. One or more Respondent may be invited for an interview. It is solely Homecomings' decision as to who will be interviewed and who will be awarded a contract.
5. The evaluation will be based on the qualifications of the Respondent and the comparative cost estimate for the services to be performed.

Points will be awarded as follows:

- 1. Availability & Key Personnel: 20 points**
- 2. Past performance on Similar Projects: 30 points**
- 3. Recommendation of Executive Architect HED: 30 points**
- 4. Overall Cost: 10 points**
- 5. Section 3, Minority or Women Owned Business: 10 Points**

Total of 100 Points

Attachment A
Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of this _____ between Homecomings, Inc., its directors, officers, agents and other representatives and _____ its heirs, successors or assigns, agents, or other representatives ("collectively, Contractor").

RECITALS

Whereas, Contractor possesses particular skill and expertise in the area of _____ and performs such services on a consulting basis;

Whereas, Homecomings, Inc. is in need of such services;

Now, therefore, Homecomings, Inc. wishes to engage the services of Contractor subject to the terms and conditions set forth herein:

1. **Scope of Consulting Duties.** In exchange for the compensation set forth below, Contractor shall provide consulting services outlined in Exhibit A.

2. **Reporting.** Contractor shall receive direction with regard to consulting services desired from _____ and shall direct all reports, questions or communications to _____ as needed.

3. **Timing of Services.** Except for meeting any project deadlines and complying with any budget limitations established by Homecomings, Inc. with the agreement of Contractor, Contractor shall set his/her own hours and days of work, and shall be solely responsible for determining the dates, amount and frequency of time spent performing services to Homecomings, Inc.

4. **Compensation.** Contractor shall be paid a rate of \$x per hour in hourly fees OR per the Time and Materials Fee Schedule attached as Exhibit B to this contract during which consulting services are rendered pursuant to the terms of this Agreement, with total payment for all services rendered hereunder not to exceed _____ without the prior written approval of Homecomings, Inc. Contractor shall invoice Homecomings, Inc. for all such services performed by no later than the last business day of each month, and shall provide supporting documentation for all such invoicing. Homecomings, Inc. shall pay each invoice by no later than thirty (30) days following receipt of said invoice by check made payable to Contractor. Contractor shall provide appropriate tax identification information to Homecomings, Inc.

5. **Expenses and Equipment.** Contractor shall be solely responsible for all personal out-of-pocket expenses (including but not limited to travel charges, mileage, meals, supplies, electronic equipment, business accounts or other personal expenses) incurred in connection with the performance of the duties described hereunder.

6. **Staff.** Contractor shall have the right to retain staff as necessary to support Contractor's performance of the services contemplated hereunder, without the prior approval of Homecomings, Inc.. Contractor shall inform Homecomings, Inc. of the identity of any such personnel within three (3) business days of retaining such personnel.

7. Compliance With Laws. The Contractor, in its performance of its obligations under this Agreement, shall comply with all laws, ordinances, codes, rules, regulations, licensing, permitting or certification requirements that are applicable to the conduct of the Contractor's business and its performance of the services under this Agreement. If the Contractor performs services contrary to applicable laws, ordinances, codes, rules and regulations, the Contractor shall assume responsibility for such services and shall bear the costs attributable to correction.

8. Term of Agreement. This Agreement will be deemed awarded only after the Agreement has been formally approved and signed by both parties. Contractor will have no authority to start work, no payment will be authorized by Homecomings, Inc., and Homecomings, Inc. will not be liable for any materials purchased or services rendered by the Contractor prior to the award of the contract. This agreement shall commence on _____, and shall continue until terminated by either party. Upon termination, Contractor shall be entitled to payment in full for all services performed prior to notice of termination.

9. Termination of Agreement. Either party may terminate this Agreement upon ten (10) days' written notice to the other party. Homecomings, Inc. may immediately terminate this Agreement for cause if Contractor fails or refuses to comply with the policies or reasonable directives of Homecomings, Inc., is guilty of misconduct in connection with performance of his/her services to Homecomings, Inc., or materially breaches provisions of this Agreement.

10. Assignment. Contractor shall have no right to assign his/her rights and obligations hereunder to any third party. Homecomings, Inc. may assign its rights and obligations under this Agreement to a third party only upon the written approval of Contractor.

11. Scope of Authority. Contractor has no authority to take action outside the scope of the duties described above on behalf of Homecomings, Inc. without the prior approval of Homecomings, Inc., and may not hold him/herself out as having such authority. Neither party has the right to bind the other party to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

12. Confidentiality. Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, member records or information, processes, information, records, data and ideas by Homecomings, Inc. and/or used by Homecomings, Inc. in connection with the operation of its business. Contractor agrees that he/she will not disclose any of this property or information, directly or indirectly, or use any of it in any manner for the benefit of him/herself or for any third party, either during the term of this Agreement or at any time thereafter, except as required in the course of his/her provision of services to Homecomings, Inc.. All customer records or information, business records or information, files, records, documents, letters, notes, media lists, original artwork and similar items relating to the business of Homecomings, Inc., whether prepared by Contractor or otherwise coming into his/her possession, shall remain the exclusive property of Homecomings, Inc.. Upon the termination of this Agreement, or whenever requested by Homecomings, Inc., Contractor shall immediately deliver to Homecomings, Inc. all such property, information, and other items in his/her possession or under her control. Contractor further agrees that he/she will at all times preserve the confidential nature of his/her relationship to Homecomings, Inc. and of the services hereunder.

13. Conflicts of Interest. Contractor represents that he/she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Contractor and any third party. During the term of this agreement, Contractor shall perform the required duties in a timely and productive manner. Contractor is expressly free to perform services for other parties while performing services for Homecomings, Inc., as long as such provision of services does not impair Contractor's ability to perform his/her duties to Homecomings, Inc. or pose a conflict of interest or breach of confidentiality for Homecomings, Inc., in Homecomings, Inc. sole discretion.

14. Independent Contractor. This Agreement shall not render Contractor an employee, partner, agent of, or joint venture with Homecomings, Inc. for any purpose. Contractor is and will remain at all times an Independent Contractor in his/her relationship to Homecomings, Inc. Contractor shall not be eligible for and shall have no claim against Homecomings, Inc. hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, tax liability or employee benefits of any kind.

15. Taxes. Homecomings, Inc. shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. As an independent contractor, Contractor shall be solely responsible for the payment of any and all taxes charged by any federal, state or local taxing authority as a result of Contractor's work performed or compensation paid pursuant to this Agreement. Contractor shall indemnify and hold harmless Homecomings, Inc. from any and all such tax liabilities.

16. Licenses and Insurance. As an independent contractor, Contractor shall be solely responsible for determining and obtaining all personal or business licenses and insurance necessary for him/her to lawfully and safely perform the duties contemplated hereunder, including without limitation general liability insurance, errors and omissions insurance, professional liability insurance, medical insurance, disability insurance, workers' compensation insurance, business tax license and driver's license as needed.

17. Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

18. Arbitration. Any controversies arising out of this Agreement or its interpretation shall be resolved by arbitration in accordance with the provisions of the California Arbitration Act, section 1280 et seq. of the California Code of Civil Procedure. If the parties are unable to agree on a neutral arbitrator, then each party shall select one person, who shall then choose a third impartial arbitrator whose decision shall be final and conclusive on both parties. The parties shall share the fees and costs of arbitration on a 50/50 basis, except that each party shall bear its respective attorneys' fees and costs arising in any dispute under this Agreement. Venue for such arbitration shall be in Ventura County, California unless otherwise mutually agreed between the parties.

19. Waiver. Waiver by one party hereto or breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

25. Ownership of Work Product. All documents, reports, surveys, materials, architectural and engineering drawings, and specifications ("Work Product") developed or assembled by the Contractor in connection with this Agreement shall be the exclusive property of the Owner. The Owner shall own all of the right, title and interest, in and to the Work Product including without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights. The Owner shall have the unrestricted right to use and disclose the Work Product in any manner and for any purpose related to the Project without payment of further compensation to the Contractor. The Owner shall have the rights granted in this Section regardless of whether this Agreement is terminated early or Contractor fully performs its services under this Agreement. The Owner shall have access to the Work Product in whatever form at all times during the term of this Agreement. Any Work Product in the possession of the Contractor upon completion or termination of this Agreement shall be delivered to the Owner promptly upon payment to the Contractor for services rendered in accordance with this Agreement prior to termination or completion. Copies of the Work Product including reproducible copies may be retained by the Contractor but the Contractor warrants that the Work Product shall not be made available by the Contractor to any person or entity for use without the prior approval of the Owner other than in connection with the Project.

26. Nondiscrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability in the performance of this Agreement. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

27. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

28. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

29. Knowing and Voluntary Execution. Homecomings, Inc. and Contractor agree that each party has the authority to enter into this agreement, and that each party does so knowingly and voluntarily and with full understanding of its terms.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date(s) reflected below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: _____ Homecomings, Inc.

By: xxxxxxxxxxxxxxxx
Its: xxxxxxxxxx

Date: _____

By:
Its: