Redwood Community Action Agency

904 G Street, Eureka, CA 95501
Phone 707-269-2001

OPEN DATE: Tuesday, 12-24-2019
DUE DATE: Friday, 1-17-2020
DUE TIME: 12:00 PM
OPTIONAL SITE VISIT
DATE: 1-7-2020
TIME: 3:00 PM
FOR INFORMATION CONTACT:
Kari Love, RCAA
kari@rcaa.org
(707) 269-2022

REQUEST FOR PROPOSALS: ARCHITECTURAL SERVICES

Redwood Community Action Agency (RCAA) is seeking architectural services for a rehabilitation of the Murray Duplexes in McKinleyville CA. The project will be conducted in two phases. The first phase will make the project shovel-ready; the second phase will involve the implementation of plans and specifications developed in Phase I. Phase II of the project will be contingent upon the award of grant funds from the Community Development Block Grant (CDBG) Program. RCAA and the County will apply for funding in early 2020 and hope to break ground in the summer of 2020.

Project Description: The Murray Road Duplexes are comprised of twenty dwelling units that were originally built in 1945 to house military personnel in the unincorporated town of McKinleyville, California. The project address is 1419-1457 Murray Road. The unit mix consists of 19 small two-bedroom units and 1 one-bedroom unit situated in ten single-story duplex buildings. These aging units need repairs to maintain decent, heathy and livable conditions.

The 2.1-acre property was purchased by the Redwood Community Action Agency (RCAA) in 1993 and is managed to provide safe and affordable housing for low income individuals and families. A Physical Needs Assessment (PNA) dated 1/24/19, **EXHIBIT B**, showed an immediate need to address items such as the lack of code conforming access and clearances at the crawlspaces, lack of a vapor barrier, and evidence of floor movement in a portion of the units. Furthermore, the PNA calls out deferred maintenance including: site work to correct drainage and walkway issues; new fencing; interior and exterior improvements to the buildings; window replacement; energy efficiency upgrades; and, new roofing.

RCAA hopes to improve the quality of the units up to and including possibilities for adding square footage and amenities. The site's proximity to the airport currently does not allow an

increase in the number of units and the 100-year flood plain limits further development. However, the successful proposer will think creatively about increasing the longevity of existing units, value of the property for the owners and increasing quality of life for the residents. This could include development of a playground or other community space. RCAA will host an optional site visit on Tuesday, January 7th at 3:00. Site visit will include a tour of an existing unit. Exhibits C and D are provided as background information only; proposers should verify all information. Due to CDBG procurement regulations, the selected proposer will not be eligible to bid on the construction work that results from Part One below.

EXHIBIT C: Typical Floor Plan, Murray Duplexes

EXHIBIT D: Parcel Map with 100-year floodplain

PART ONE: SCOPE OF SERVICES

RCAA is soliciting proposals for architectural services to assist with developing and preparing the final plans and specifications for the rehabilitation of the property. Phase I of the project includes preparation of building permit submittals and bid documents. The services agreement will be based on an hourly rate for services and materials reimbursement basis, with a not to exceed costs clause, and payment terms to be negotiated with the selected proposer.

Successful proposer will comply with EXHIBIT A, Federal overlays for contracts funded in whole or in part with CDBG funds. Proposer should submit a timeline for performance of the tasks listed in Phase I below:

Phase I services to be provided will include, but not be limited to:

1. Review 2019 Physical Needs Assessment, Exhibit B, review project budget, inspect property as needed.

2. Meet with RCAA to discuss budget and project concept.

3. Following RCAA approval, prepare building permit submittals. Because the project is the rehabilitation of two-family dwelling units (duplexes), the 2016 California residential building code will apply.

4. Finalizing building plans with Humboldt County Plan checker, provide additional submittals as needed for the Humboldt County Building Department to issue a building permit.

5. Prepare itemized cost estimate for the rehabilitation plan. State prevailing wages will apply to this project.

6. Prepare bid documents for submittal with CDBG grant application.

7. Supply completed Section 504 Certification for grant application

Phase II services to be provided will include, but not be limited to:

1. Assist developer with responses to information requests on bid package. Attend pre-bid meeting on site.
2. Assist developer in evaluating bids received.
3. Attend pre-construction conference.
4. Assist developer with evaluating change order requests from contractor.
5. Perform construction inspections on an as needed basis.

PART TWO: REQUEST FOR PROPOSAL STATEMENTS

The following information should be included under the title "Request for Proposal Statements for Architectural Services for the Murray Road Duplexes CDBG Project":

1. Name of Respondent
2. Respondent address
3. Respondent telephone number
4. Respondent federal tax identification number
5. Name, title address, telephone number, and email address of contact person authorized to contractually obligate the Respondent on behalf of the Respondent.

Contents of RFP

Respondents should include the following information in their proposal.

1. Introduction (transmittal letter)
2. Background and Experience
3. Specialized Knowledge
4. Personnel/Professional Qualifications
5. Rate sheet for personnel involved with the project

1. Introduction (transmittal letter)

By signing the letter, the Respondent certifies that the signatory is authorized to bind the Respondent. The RFP response should include:

a. A brief statement of the Respondent's understanding of the scope of the work to be performed and the project timeline;
b. A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of California;
c. A confirmation that the Respondent has not had a record of substandard work within the last five years;
d. A confirmation that the Respondent has not engaged in any unethical practices within the last five years;
e. A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
f. Any other information that the Respondent feels appropriate;
g. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFQ.

2. Background and Experience

a. Describe Respondent's practice by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure.
b. Describe any prior engagements in which Respondent's firm assisted a government and/or non-profit entity in implementing a project funded with State or Federal Funding. Respondent should include examples of work on similar projects as described in Part One. Respondent should also provide a list of completed government funded projects or other similar projects. Preference is for the types of projects similar to those described in Part One. Respondent should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted.
c. Provide current information on professional errors and omissions coverage carried by Respondent's firm, including amount of coverage.

3. Specialized Knowledge

a. Describe the Respondents knowledge and experience in the particular types of projects described in Part One.
b. Describe Respondents knowledge of HUD's requirements for the Community Development Block Grant Program.

4. Personnel/Professional Qualifications

a. Identify staff members (as applicable) who would be assigned to act for Respondent's firm in providing the services described in Part One: Scope of Services, and the functions to be performed by each.
b. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, email address, education, and years and type of experience. Describe, for each such person, the projects relevant to CDBG on which they have worked. Provide the names, telephone numbers, and email addresses of contact persons with the firms or organizations with whom these staff members worked on CDBG.

PART THREE: SELECTION CRITERIA

RCAA shall evaluate each potential contractor in terms of its:

- Professional qualifications necessary for satisfactory performance of required services;
- Specialized experience and technical competence in the type of work required;
- Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
- Knowledge of the locality of the project.

Respondents will be evaluated and awarded points on the basis of the written materials submitted and according to the following factors:

1. Experience of the firm with this type of construction project 20 pts.
2. Experience of the firm with other types of CDBG (or like) construction projects. 20 pts.
3. TimeLine proposed in Part I 20 pts.
4. Reference from other clients attesting to firm's:
   a. Quality of work 10 pts.

	b. Compliance with performance schedules	10 pts.
5.	Price for work and deliverables described in firm's proposal	20 pts.

In the event of a tie, oral interviews will be held with those firms. As a result of the interviews, RCAA will determine which firm will be selected to enter into contract negotiations. Unsuccessful respondents will be notified as soon as possible.

Questions regarding this RFP should be addressed to Kari Love (707) 269-2022 or kari@rcaa.org

Proposers may submit proposals by email in PDF format. Emailed responses must include all information requested in Part II. Proposals should emailed to Kari Love kari@rcaa.org and Andrew Whitney awhitney2@co.humboldt.ca.us . Proposers must assume all responsibility for disruptions in power or internet service. Proposers may submit hard copies in addition to digital submissions if they choose; hard copies will also meet submission criteria if two copies are provided prior to the date and time listed below.

Responses to this RFP must be received no later than Friday January 17th, 2020 by (Noon) 12:00 pm. Please state "CDBG Proposals Statement-Architectural Services" on the cover and the subject line of the email. Hard copies should be mailed, or hand delivered to Kari Love 904 G St, Eureka, CA 95501.

Exhibit A

Department of Housing and Community Development

Federal overlays for contracts funded in whole or in part with CDBG funds.

For this Exhibit, the term "contractor" is defined as a party to a signed contract.

FEDERAL TERMS AND CONDITIONS. During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). JURISDICTION hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor with comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).

2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Jurisdiction Setting forth the provisions of this nondiscrimination clause.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will *be* binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with

a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or

benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE:

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

   ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

   iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

   iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

   v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded

by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the Jurisdiction and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the Jurisdiction.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The Jurisdiction, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the 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. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.

2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.

3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.

4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.

6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: http://www.dot.ca.eov/hq/bep, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the Jurisdiction, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the Jurisdiction, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the Jurisdiction all original records and related documentation.

Exhibit B: Physical Needs Assessment, Murray Duplexes

Exhibit C: Typical Floor Plan, Murray Duplexes