

CITY OF BRAWLEY
REQUEST FOR STATEMENT OF QUALIFICATIONS
For
PROFESSIONAL ENGINEERING, PROJECT MANAGEMENT SUPPORT,
AND
OTHER PROFESSIONAL SERVICES



OFFICE OF THE CITY CLERK
383 Main Street
Brawley, CA 92227

Proposal Due:
October 15, 2021

1. INTRODUCTION

The City of Brawley is located in the southeastern region of the State of California, in the center of Imperial County. Although the region is a desert with arid conditions, it is also one of the most fertile agricultural areas in the United States. This is possible through water provided by the All American Canal from the nearby Colorado River in addition to an intricate system of canals throughout the region.

The City was incorporated on April 6, 1908, as a general law city that operates under the council/manager form of government. The City is governed by a five-member City Council. Council members serve for a period of four years on staggered schedules. Every year, the City Council selects a Mayor from its members to serve for a one-year term. The Brawley City Council hires a City Manager to act as the chief administrator for the City's day-to-day operations.

The City is a full-service city. Services provided include police, fire, street maintenance, parks, recreation, library, water, sewer, solid waste, airport, housing, planning, building inspection, and general administrative services.

The City contracts with other government agencies and organizations for specific services, including electricity service, refuse collection, public transit, and street sweeping.

Brawley's operating budget in the fiscal year 2021/22 is approximately \$42.1 million for all its funds combined. The City's General Fund budget is approximately \$17.3 million.

The City currently has 30 active capital improvement projects valued at a total of \$10,713,539. These projects range in scope, size, and type. The CIP program includes funding for water, wastewater, road improvements, traffic control, or heavy equipment purchases.

2. PURPOSE OF STATEMENT OF QUALIFICATIONS AND GENERAL TERMS AND CONDITIONS

2.1 Purpose of Statement of Qualifications

The City of Brawley ("City") is requesting Statements of Interest and Qualifications (SOQ's) to provide as-needed Engineering and Other Professional Services.

This SOQ was previously issued on Monday, August 16, 2021. To provide further clarification, the City is electing to re-advertise the SOQ with a new submission deadline of Friday, October 15, 2021. Those who previously responded by the September 10, 2021 deadline may elect to continue to participate based on the original submission or a new submission may be presented by the amended deadline.

Those seeking to continue participating must provide the City with a statement on their company letter, signed by an authorized representative indicating the following:

- The Firm wishes to continue participating in the evaluation of SOQ's for Professional Engineering, Project Management, and Other Professional Services.
- The originally proposed pricing terms shall remain valid until January 7, 2022 (90 after the new submission deadline).
- There are no changes presented to the original submission presented to the City on or about September 10, 2021.

- 2.2 The requesting Statements of Interest and Qualifications (SOQ)'s to provide as-needed Professional Engineering, Construction Management and Other qualified, competent, knowledgeable, and experienced. Consultants will provide, professional services referenced above to City Staff for various capital improvement projects (CIP), including State and Federally funded projects, projects of varying complexity, budget, and size, and all phases of design, project management, and other services as needed.
- 2.3 The City intends to select and contract with Consultants on an as-needed basis.
- 2.4 Selection of Consultants will be based strictly on qualifications and expertise of the proposed personnel and firm, in that order.
- 2.5 Any Professional Engineering and Other Professional Services Consultants wishing to perform work with the City of Brawley is required to submit an SOQ to be maintained on a list for three years for services as needed.
- 2.6 Consultants shall be required to execute the City of Brawley Standard Consultant Agreement.

3. SCOPE OF SERVICES

Consultants may elect to provide all, some, or one of the services referenced below. The City may elect to award more than one contract based on subject matter expertise and the needs of the City.

- 3.1 The City intends to utilize the selected consultants when projects cannot be completed by City personnel or when the complexity of the project requires additional expertise.
- 3.2 All work performed under this contract shall be under the direction of a professional engineer, architect, licensed land surveyor, licensed environmental professional, and/or other licensed/certified professionals, licensed by the State of California, as appropriate.
- 3.3 The City will have sole discretion as to which projects, if any, will be assigned to any selected Consultant. The City also reserves the right to advertise via competitive Statement of Qualifications (SOQ) any project it deems appropriate.
- 3.4 For each project for which an engagement is requested, the Consultant shall submit an all-inclusive scope of services prepared by an authorized representative and the proposed cost of which shall include estimates for all project phases to be commissioned, including, but not limited to:

3.4.1 Design Services

Transportation, transit, land development, water supply and distribution, hydrology, water quality, water resources, wastewater collection, structures/bridges, airport engineering, and architecture.

- Completion of Permit Applications
- Coordination with Utilities
- Coordination with Sub-consultants
- Preliminary and Final Design
- Preliminary and Final Cost Estimates
- Special Conditions and Technical Specifications
- Pre-Bid Consultation Services and Addenda Preparation
- Review of Bids Received

3.4.2 Water Treatment Plant Services

- Urban Water Management Plan
- Sanitary Surveys
- Water Conservation Plans
- Master Plans
- Technical Reports required by Department of Public Health
- Preliminary Design Reports for expansion
- Response plans
- Updated operations plans
- Calibration, troubleshooting, and repairing of instrumentation and process equipment which includes differential pressure transmitters, process meters and analyzers, detection meters and sensors, 4-20 signals, and automated valves.
- Programming, troubleshooting, and upgrading SCADA which includes Wonderware software, Rockwell RSLinx, ladderlogic, Win911, Allen Bradley PLC's, computers, and communications.
- Preventive maintenance, troubleshooting, and repairing low and high voltage MCC controls, motors, lighting, VFDs, and generators.
- Annual and quarterly inspections of the chlorine hoist include preventive maintenance, troubleshooting, repairing, and certification.

3.4.3 Wastewater Treatment / Storm Water Operation Services

- NPDES Permit Renewal
- Biological assessments
- Sanitary Sewer Management Plans
- Master Plans
- Updated Operations Plans
- Technical studies as required by Water Resources Control Board
- Storm Water Management Plans / Guidance Plans
- SWPPP Preparation
- Bio Solids Management Plans for Class A Bio Solids
- Cyanide Studies
- Pretreatment Local Limits, Permit / Applications for SIU

3.4.4 Plan Checking Services

Plan Checking Services for Private Development Projects, Street Improvements, and Onsite Grading Plans

- Street and Road Improvements
- Grading, Erosion Control, and/or Drainage Plans
- Water/Sewer/Underground Utility Plans
- Construction Detour Plans and Traffic Control Plans
- Striping and Signing Plans
- Bridge or Retaining Wall Structures not under Building Permit review
- Consistency with other planned improvements

3.4.5 Review of Plan Check Submittal Items and Reports

- Road Structural Section Calculations
- Hydrology and Hydraulic Calculations and Reports
- Geotechnical reports
- Street Layout and Design
- Storm Water Best Management Practices

- Water and Sewer Pressure and Capacity Calculations and Reports
- Structure Calculations not under Building Permit purview
- Traffic Reports or Studies
- Quantity Estimates
- Cost Estimates

3.4.6 Review of Technical Specifications for Proposed Improvements within the City and State Right of Way

- Road Structural Section components
- Trench backfill and restoration
- Storm Drain line and appurtenances
- Water/Sewer line and appurtenances
- Traffic Signal Components
- Signing and Striping

Work Flow Methodology

- Review for completeness of submittals
- Document submittal deficiencies and advise the City as necessary
- Identify any additional reference materials required for a thorough plan check such as related offsite improvement plans, studies, or reports.

Provide other Transportation-related professional services as requested in the areas of Plan Checking and/or Development Review technical support.

3.4.7 Construction Management

- Conduct pre-construction conference
- Review submittals to verify City Standards compliance
- Prepare daily inspection reports
- Order and review soils and materials tests
- Conduct coordination field meetings
- Review and approve pay estimates and CCO's
- Inspect and review SWPPP implementation and BMP's
- Prepare final punch lists
- File Notice of Completion

3.4.8 Testing Services

- Geotechnical Testing / Recommendations
- Lead Paint Inspections
- Asbestos Inspections
- CCTV Inspections

3.4.9 Land Surveying Services

- Site Investigations
- Survey and Data Collection
- Mapping
- Boundary Surveys
- ALTA Surveys
- Topographic Surveys
- Aerial Photogrammetry
- Map Review and Approval
- Subsurface Investigations

- Monument Recovery and Installation

3.4.10 Modeling Services

- Hydraulic Modeling
- SCADA Integration
- Value Engineering
- Quality Assurance and Control

3.4.11 Inspection Services

- Earthwork (Grading, Excavation and Filling, Foundations)
- Asphaltic Concrete
- Reinforcing Steel
- Concrete Batch Plant
- Concrete

- 3.5 The selected consultants will provide comprehensive services (site engineering, mechanical, electrical, architectural, landscape, civil, structural, transportation, geotechnical, environmental, GIS, data management, claims consulting, parking consulting, land surveying, etc.) to support the City in its on-going efforts to effectively and economically develop, utilize and maintain its varied infrastructure and facility assets and conduct related operations. Upon review and approval of the submitted plans, the firm will certify in writing that the design is in substantial compliance with applicable local, state, and federal requirements. A firm may submit to the City for consideration information on any areas of particular expertise that the firm provides.
- 3.6 Upon approval of all scope of services and fees, the City of Brawley will issue a Notice to Proceed to the Consultant.
- 3.7 The selected Consultants must have sufficient staff to assure that staff is and will be available to handle several projects simultaneously to assure task continuity, prompt delivery of services, and completion of assigned tasks. The selected Consultants must be able to begin work on assigned projects within five (5) workdays of notification.

4. **PROPOSED TENTATIVE SCHEDULE**

EVENT	DATE
Re-Advertisement & Release of Request for Statement of Qualifications	October 1, 2021
Deadline for Receipt of SOQs	October 15, 2021
Evaluation Period	October 18 through October 28, 2021
Zoom or In-Person Interviews	November 8 through November 12, 2021
Reference Check and Final Selection	November 15 through November 19, 2021
Contract Negotiations	November 22, through November 30, 2021
Tentative Contract Award Date	December 7, 2021

5. STATEMENT OF QUALIFICATIONS

All proposals shall be per the Request for Statement of Interest & Qualifications (SOQ) on file in the Office of the City Clerk, 383 Main Street, Brawley, California. Copies of the Request for Statement of Interest & Qualifications may be obtained from the Office of the City Clerk, Monday – Friday, from 8 am – 12 pm and 1 pm – 5 pm (closed from 12 pm – 1 pm), at the address indicated herein.

SOQ's should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this Request for Statements of Interest and Qualifications. Emphasis should be on completeness and clarity of content. Proposed services and related pricing and warranties contained in the proposal must be valid for 90 days after the submission of the proposal.

5.1 Questions Regarding SOQ's

Please direct all questions relating to this SOQ regarding interpretations, clarifications, administrative, technical, or contractual in writing via email to Ana Gutierrez, Contracts Officer, agutierrez@brawley-ca.gov. No later than **5:00 PM, Friday, October 8, 2021**.

5.2 SOQ Submittal

SEALED SOQs will be received by the City Clerk, 383 Main Street, Brawley, California 92227 until 5:00 P.M., Pacific Daylight Time on **October 15, 2021**. **No late submission will not be accepted.**

Qualified Consultants are requested to submit five copies of a brief Statement of Interest and Qualifications for the requested services to:

City of Brawley
383 Main Street
Brawley, CA 92227
Attention: Ms. Alma Benavides, City Clerk

6. PROPOSAL REQUIREMENTS

The following information shall be included in the Statement of Qualifications:

- A Statement of Interest and Qualifications.
- Resume and experience of principal, project manager, and other key personnel who will be assigned to a project. Special consideration will be given to the qualifications and experience of the assigned Project Engineer who will be involved with a project on a day-to-day basis. The Proposal should be clear as to who the Project Engineer will be.
- Describe similar services provided to other agencies including the scope of services and date of performance. Including the ability to satisfy all aspects of the required work with current or recently completed professional engineering services, similar to work required in this SOQ completed in the last five years.
- Background information of the firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation, and any other pertinent information.

- Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
- Certify that the firm is not debarred, suspended, or otherwise declared ineligible to contract with any other federal, state, or local public agency.
- Provide a list of business clients to which your firm is currently providing, or has recently provided, professional engineering services similar to those required in this SOQ. Include company names, beginning/end dates of contracts, and names, titles, and telephone numbers the City can contact as references for your firm for the last five years.
- Describe in detail the proposed fee structure for providing engineering services, including hourly labor rates.
- Declaration regarding the existence of a potential conflict of interest; i.e., other projects or commitments which might impair or undermine the consultant's ability or credibility regarding the proposed services to be performed for the City of Brawley.
- Provide a summary of the firm's proposed services, with a focus on any technologies, innovations, and processes that the firm will offer to help the City meet its objectives.
- Names and experience of sub-consultants, if any, who would be part of a Project Team. Indicate roles each sub-consultant would perform.
- Completed Standard Form 330.
- Any other documentation that would be useful in determining overall Consultant qualifications.

7. FEE PROPOSAL

- 7.1 All prospective respondents are required to submit as their fee proposal an hourly rate fee schedule to perform all the services outlined in the Scope of Services.
- 7.2 The fee proposal must list the hourly rates for all principal engineers, assistant engineers, draftsmen, technicians, inspectors, surveyors, analysts, other key personnel and clerical workers to be assigned to this contract.
- 7.3 Any additional reimbursable costs associated with the performance of these services must be delineated in the fee proposal submitted.
- 7.4 The City reserves the right to negotiate fees or rates with the selected Consultant(s) on a project-by-project basis.

8. REJECTION, PROPERTY OF PROPOSALS, PROPOSER'S COSTS, AND CONFIDENTIAL MATERIAL

The City reserves the right without prejudice to reject any or all proposals submitted. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, and to allow corrections of errors or omissions. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Proposals become the property of the City and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award.

Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and

confirmed in the contract between the City and the individual or firm selected. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Proposer must notify City in advance of any proprietary or confidential material contained in the proposal and justify not making such material public. The city shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

9. CANCELLATION

This solicitation does not obligate the City to enter into an agreement. The City will endeavor to administer the proposal process under the terms and dates outlined in this SOQ, however, the City reserves the right to cancel, modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary by City staff.

10. TERM OF ENGAGEMENT

The City intends to contract for engineering services presented herein for three fiscal years ending June 30, 2022, 2023, and 2024, with an optional extension of up to two additional years based on performance and mutual agreement. Additional years are subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected individual or firm.

The proposal package presented shall be for the first three years and include a proposed rate for the extended two-year term subject to future negotiation and ratification, if extended.

11. EVALUATION AND AWARD CRITERIA

11.1 Evaluation Method

The selection of the Consultant to provide engineering services to the City will be based on a comprehensive review of the qualifications as presented in this proposal, overall price and cost to the City, the experience and success of the Consultant in providing similar services to similar clients, the firm's ability to provide the services outlined in the SOQ, and an evaluation of the firm's ability to be a good business partner with the City.

An evaluation panel consisting of City staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The panel may also conduct contract negotiations with the highest-rated proposer(s). The evaluation panel makes a recommendation to the City Council regarding a selection.

11.2 Evaluation Criteria

The proposals will be evaluated and ranked per the evaluation criteria described below.

The overall cost to City and ability to guarantee to price for the contract period	20 points
Quality references and overall experience with public agencies including a record of past performance	30 points
Qualifications and integrity of individuals within the Consultant's organization, knowledge of local conditions and project area. Familiarity with state and local procedures.	30 points
Other qualitative characteristics as may be presented in the SOQ including compliance with public policy and understanding of city operations and needs.	20 points

Discussions will be conducted with the most qualified bidders for clarification to assure the full understanding of, and conformance to, the solicitation requirements.

12. INSURANCE, BUSINESS LICENSE, and OTHER REQUIREMENTS

- 12.1 The City requires certificates of insurance before commencement of any work. An underwriter's endorsement is also required with additional insured verbiage and must be an admitted surety in the State of California.

Commercial General Liability (at least as broad as ISO CG 0001)
\$1,000,000 (per occurrence); \$2,000,000 aggregate
Must include the following endorsements:
General Liability Additional Insured
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)
\$1,000,000 (per accident)
Personal Auto Declaration Page if applicable
Errors and Omissions Liability
\$1,000,000 (per claim and aggregate)

Workers' Compensation (if applicable)
(per statutory requirements)
Must include the following endorsements:
Workers Compensation with Waiver of Subrogation
Workers Compensation Declaration of Sole Proprietor if applicable

- 12.2 The selected individual or firm must obtain and maintain a City of Brawley business License.

- 12.3 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, included in Exhibit 1. 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 who in turn will forward the certification(s) to the awarding agency.

EXHIBIT 1

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," per its instructions.

3. The undersigned shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____