

Sacramento River West Bank Seepage Mitigation Project Request for Cost Proposal to Undertake Right of Way Geodetic & Acquisition Services

Background

The Sacramento River West Side Levee District (District) received a grant from the Federal Emergency Management Agency (FEMA) through the California Office of Emergency Services (CalOES) to conduct Phase 1 activities associated with the Sacramento River West Bank Seepage Mitigation Project. Phase I includes right of way geodetic and acquisition services. The Sacramento River West Bank Seepage Mitigation Project (Project) includes remediating approximately 4,500 feet of the existing levees with a seepage berm.

Submittal Requirements

We are seeking proposals to carry out the attached scope of work for the right of way geodetic and acquisition services for the Sacramento River West Bank Seepage Mitigation Project. The selected consultant (Contractor) will perform the tasks outlined below for the acquisition of right of way needed to accommodate the new construction area as well as temporary access for construction. Consultant may need to team with others to provide all the services included in this RFP; therefore, inclusion of subconsultants on the Contractor's team is acceptable. For the purposes of this scope, Contractor shall assume partial acquisitions on 3 parcels with common ownership.

Contractor shall submit a proposal to carry out the attached scope of work. The proposal shall be submitted in two parts via two separate emails.

- One electronic copy of the technical proposal (in PDF format) must be received by the District no later than **noon on April 23, 2021**. The subject line of the transmittal email shall be "*(Contractor Name)* Technical Proposal for Sacramento River West Bank Seepage Mitigation Project".
- A detailed cost table (in both excel and pdf formats) showing contractor's proposed costs to carry out the attached scope of work shall be provided in a separate email by the Contractor. The cost proposal must be received by the District no later than **noon on April 23, 2021**. The subject line of the cost proposal transmittal email shall be "*(Contractor Name)* Cost proposal for Sacramento River West Bank Seepage Mitigation Project". The District is interested in cost-effective approaches and the final Scope of Services will be subject to negotiation.

Submittals delivered or received after the deadline will not be considered.

Proposals should be emailed to Deputy Manager, Meegan Nagy, at mnagy@rd108.org.

The proposal shall not exceed ten (10) single-sided 8.5 by 11-inch pages. Any 11 by 17-inch sheets will count as two (2) pages. Each page must be numbered. The 10-page limit applies to all content with the following exceptions:

- an optional table of contents (not to exceed one page);
- the cover or any section dividers;
- key personnel resumes. All resumes shall be limited to two (2) pages in length; and,
- cost proposal and associated consultant rate sheets (via separate email).

Firms that have been pre-qualified and are on the on-call list are only required to submit items 1, 2, 4, 5 (new team members only), and 6. All other proposals should include:

1. Introductory Letter

Section 1 shall be an Introductory Letter and shall include the name and address of the organization submitting the proposal, together with the name, address, email and telephone number of the contact person who will be authorized to make representations for the organization, and the Firm's federal tax ID number. The letter shall include a statement that the proposal is valid for 60 days after receipt

2. Contractor Team

The Contractor shall describe their proposed team, including any subconsultants. The description shall include the roles and responsibilities of each team member and the associated lines of authority.

3. Contractor Team Experience

This section shall include a description of the experience of the Contractor's proposed Team members with levee seepage remediation projects similar to the work proposed on this Project.

4. Approach

The Contractor shall describe their proposed approach for executing the scope of work. The approach should include a sequence of events, estimated duration, assumptions, recommended changes to the proposed scope of work, and any other relevant information and detail the Contractor finds necessary to deliver a successful project.

The description should be succinct but should demonstrate a thorough understanding of the project objectives, needs, and outcomes desired. The contractor's approach should address the proposed schedule (attached).

5. Resumes

Resumes of the key staff to be assigned to this project shall be included. Each resume shall not exceed 2 pages.

6. Cost Proposal

A detailed cost table (in both excel and pdf formats) showing contractor's proposed costs to carry out the attached scope of work

The cost proposal should include all costs for which the Contractor expects to be compensated, including all materials furnished and services provided. The quoted price shall constitute full and complete compensation for the services and materials provided as outlined above, including costs associated with review of subconsultant work or managing subconsultant contracts. Contractor staff fee schedule should be provided as an attachment and should clearly indicate effective dates and fully burdened rates, applicable escalation clauses, miscellaneous billable costs, in addition to hourly rates.

Consultant Selection Schedule

The following timing and schedule are estimated and are subject to change.

April 14, 2021 – Final day for submittal of questions regarding the RFQ that will be responded to.

April 16, 2021 – Responses to questions will be provided no later than this day.

April 23, 2021 - All responses to this RFQ must be submitted on or before noon.

May 7, 2021 – Estimated contract award date.

Selection Criteria

The Contractor selected shall demonstrate recent and relevant technical experience with levee seepage remediation projects similar to the work proposed on this Project.

Selection will be based upon the following factors, weighted (%) for importance as indicated:

- a) Technical staff experience in right of way and geodetic services for flood risk reduction projects similar to this project. (20%)
- b) Demonstrated ability of Contractor to deliver similar projects cost effectively and on schedule. (25%)
- c) Consultant's Scope of Services delivery approach and strategies to deliver a cost-effective and timely project. (35%)
- d) Qualifications of key staff. (10%)
- e) Consultant's experience working effectively with local flood agencies and local, State and Federal governmental agency staff. (10%)

General

1. Any questions related to this RFP are to be directed via email to the District's contact person, Meegan Nagy at mnagy@rd108.org.
2. All questions and responses related to the RFP will be emailed to all proposers to ensure that all respondents receive the same information. No questions will be accepted or answered after April 14, 2021. Any questions and responses will be compiled and returned no later than April 16, 2021.
3. Any and all costs including travel, if required, associated with the development and delivery of the Proposal to the Districts is the full responsibility of the Firm(s) with no reimbursement due by the Districts.
4. All work performed for the District, including all documents associated with the projects, shall become the exclusive property of the District.
5. All information and materials submitted to the District in response to this RFP may be reproduced by the District for the purpose of providing copies to authorized personnel involved in the evaluation of the Proposals but shall be exempt from public inspection under the California Public Records Act until such time as Contracts are awarded. Contract awards are a matter of public record. Once a Contract is executed, Proposals submitted in response to this RFP are subject to public disclosure as required by law. Your submission of a Proposal is considered your consent to the District's disclosure of the Proposal. The District shall not be liable for disclosure of information or records related to this Solicitation.
6. The Firm(s) agrees to file tax returns and pay all applicable taxes including possessory use taxes that may be levied as a result of use as managed by the selected Firm(s).
7. The Firm(s) shall indemnify and hold harmless the District's volunteers and employees from liability of any nature or kind due to the use of any copyrighted or uncopyrighted composition, trade secret, patented or unpatented invention, article, service or appliance furnished or used as a result of this solicitation and any potential subsequent purchase order or contract.

8. The selected consultant(s) will need to provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability.
9. The opening of proposals in response to this RFP is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.
10. The successful Firm(s) must be prepared to begin work promptly following execution of the contract.
11. Firm(s) are reminded that it is their responsibility to:
 - a. Read carefully all of the contents of this entire RFP.
 - b. Ask for clarification in writing before submission due dates.
 - c. Address all requirements and follow all procedures of this RFP.
 - d. Immediately inform the RFP Contact Person of any problems with this RFP solicitation.
 - e. Submit all responses by the required dates and times.

Reserved Rights

1. Issuance of this RFP in no way constitutes a commitment by the District to award a contract. If the District determines it is in the best interest to do so, no Firm(s) may be selected and no contract may be executed.
2. Upon acceptable pricing negotiations and contract award, the Firm(s) shall be required to execute a contract with the District. The District may modify the contractual requirements of the contract prior to execution of a contract for services.
3. The District reserves the right to request additional information from Firms that have submitted proposals in response to this.
4. The District reserves the right to reject any or all Proposals received if the District determines that it is in the District's best interest to do so. Further, the District may cancel or amend this RFP at any time and may submit similar solicitations in the future.
5. The District may reject any Proposal that does not meet all of the mandatory requirements of this RFP, is conditional or is incomplete.
6. The District may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.

Proposal Withdrawal, Errors and Protests

The withdrawal of any Proposal must be made in writing prior to the required submission date and time and must be signed by an authorized representative of the Firm. An error in the Proposal Submission may cause the rejection of that Proposal. However, the Firm may submit a new or modified Proposal prior to the Proposal submission date and time. Firms that submitted a Proposal but were unsuccessful in the attempt to obtain a contract may request, in writing, a debriefing from the District contact listed above. Firms that have received a debriefing but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to Meegan Nagy, Deputy Manager, PO Box 50, Grimes CA. 95950. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal and must contain a statement of the reason(s) for the protest citing the law, rule, regulation or procedure on which the protest is based. Potential Firm

Sacramento River West Bank Seepage Mitigation Project
Request for Proposal

capabilities, proposal characteristics and / or pricing features that were not included in the Firm's Proposal shall not be introduced during the protest process. To be considered, the protest must be submitted within seven (7) working days following the debriefing.

Attachment A - Proposed Scope of Work

Real Estate Plan

Contractor will develop a Real Estate plan for the acquisition of right of way needed to accommodate the new construction area. In doing so the grantee will adhere to DWR's Urban Flood Risk Reduction Program (UFRRP) and Land Acquisition Process. The grantee will work closely with DWR real estate staff as necessary during the project.

Deliverable: Project Real Estate Plan

Appraisal Services

The Contractor will prepare appraisal reports for the right of way needed for construction and to accommodate the new construction area. The reports will be prepared in conformance with and subject to the requirements of the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation to arrive at estimates of just compensation. The scope of work and the steps involved in the appraisal process are as follows:

- Inspection of the property under appraisal, affording the owner, or his/her representative, the opportunity to accompany the appraiser during the inspection.
- Gathering and analyzing data concerning the real estate market area with particular attention paid to the market sectors in which the subject properties are classified.
- Gathering factual information concerning the subject properties through the examination of public records, aerial photos, flood maps, planning department records and from interviews with persons knowledgeable of the sites and neighborhood.
- Discussions with representatives of appropriate government agencies as to the properties' land use potential including zoning, community plan, general plan, flood hazard zones, availability of utilities, etc.
- A review of easements and restrictions listed in the preliminary title reports provided and measuring the effect of these easements on property utility and value.
- Market research for sales and listings of comparable properties, and confirmation with directly involved parties.
- Analysis of the data gathered and reconciliation into a conclusion of the market value of the properties in the before situation.
- Preparation of an "Appraisal Summary Statement" for each property under appraisal as per California eminent domain requirement.
- Provide for an independent appraisal review if the appraisal value exceeds \$25,000.

Deliverable: 1 appraisal report

Acquisition & Negotiations

Acquisition services include all contact with the property owner for the purpose of negotiating the acquisition of the real property interests. Services to be provided include:

- Meet with impacted property owner(s) to explain the Project in general and the public land acquisition process.
- Prepare the written offer package based upon the value to be determined as "just compensation" by SRWSLD. Offer package will include the following:
 - Cover Letter
 - Appraisal Summary Statement
 - Comparable Sales Map
 - Comparable Sales Data sheets
 - Right of Way Contract
 - Map of Proposed Acquisition Area
 - Easement Deed(s)
- Prepare Rights-of-Entry document on an as-needed basis.
- Meet with property owners to discuss the project in general, review plat maps and legal descriptions and make the official first written offer.
- Explain the offer, make follow-up contacts, and secure the necessary documentation upon acceptance of the offer for closing escrow and securing title insurance.
- Respond to inquiries made by property owners, verbally and in writing.
- Maintain a contact log and diary for each parcel, with all pertinent information and contracts concerning the parcel.
- Maintain a parcel file of original documentation, related to the purchase of real property.
- Prepare and submit monthly updates on the acquisition status.
- Continuation of personal negotiations with property owners until an agreement or an impasse is reached.
- Prepare Memorandum of Settlement (MOS) package for each parcel. The MOS will include the following:
 - Signed and Notarized Original Deed
 - Two (2) Signed copies of Right of Way Contract
 - MOS - Escrow and Closing Instruction Worksheet
 - Escrow Closure Notice
 - Escrow and Closing Cover letter
 - Parcel Diary

Pursuant to Senate Bill 1210, all offers made to property owners will include a written notice indicating they are eligible to receive reimbursement of up to \$5,000 for reasonable costs of an independent appraisal of the property SRWSLD intends to purchase.

Deliverable: One executed Right of Way Contract

Title and Closing Services

Once negotiations with the property owner are complete and acquisition documents are signed, the closing (escrow) process will begin, which involves coordinating the following activities with the designated title company:

- Prepare escrow cover letter.
- Prepare escrow instruction worksheet.
- Notary verification.
- Obtain subordination, lien releases for deeds of trusts and other encumbrances of record.
- Verify the payment of all real property taxes and other assessments owed on the property.
- Obtain signatures of all property owners of record on the conveyance documents. Disbursement of sale proceeds to the property owner and other parties of interest.
- Obtain policy of title insurance on behalf of SRWSLD.
- Prepare escrow closure notice to property owner.

The Contractor will work with the property owners, and the title company to obtain any other documents required for closing.

Deliverables:

- *Submittal of DWR Package*
- *Removal, as necessary, of exceptions to title for each parcel to be conveyed to SRWSLD*
- *Policy of title insurance*
- *Disbursement of sale proceeds to property owner*
- *Obtain recorded deed*

Final Accounting Package

The Contractor will prepare Final Accounting Package for the individual real property acquisition. The package will include the following:

- Binder coversheet and spine format.
- Exhibit with APN, Property Owner, Acreage per Project Real Estate Plan, Acreage Acquired.
- Exhibit with acquisition breakdown of capital outlay costs.
- Authorization letters (Authorization of Project Real Estate Plan Letter, Land Acquisition Standards Approval Form, Memorandum of Settlement Approval Form).
- Checklist including acreage variance.
- Right of Way Contract (Purchase Agreement)
- Appraisal

- Acquisition Deed(s)
- Acquisition maps
- Utility Relocation Agreement(s), if applicable
- Preliminary Title Report
- Policy of Title Insurance
- Escrow and Closing Settlement Statement
- Memorandum of Settlement Statement
- Certification by the Contractor program manager that all costs and records are true and correct.

Deliverable: Three (3) copies of the Final Accounting Package

Geodetics, Land Net and Real Estate Requirements Map

- Contractor will review preliminary title reports and supporting documents, perform field surveys to recover existing monuments and prepare the existing land-net for the project.
- Using the established land-net, Contractor will prepare a draft real estate requirements map to be included with the real estate plan. The real estate requirements map will be based on the project coordinate system, showing the location of all proposed easements and/or acquisitions required for the project, including temporary construction easements, rights required for flood management structures, mitigation sites, lease sites, borrow sites, spoils sites, access/haul routes, staging areas, and utility relocations.

Deliverable: Real Estate Requirements Map

Legal Descriptions

- Upon approval of the Real Estate Plan, Contractor will prepare a right of way acquisition package for the project. A right of way acquisition package includes a legal description, exhibit plat, and closure reports.
- The Contractor will prepare a legal description, exhibit plat, and a closure report for each permanent right of way acquisition, each temporary construction easement, each lease, each maintenance easement, and each utility easement. The legal description will be prepared in metes and bounds format. The Contractor will prepare one draft package of the legal description with supporting closure reports for review and comment by DWR. The Contractor will incorporate the recommended revisions as appropriate and resubmit a final delivery package.

Deliverable: Legal description with supporting closure reports

Environmental Site Assessment: Phase 1

The Contractor will prepare a Phase I Environmental Site Assessment (ESA) for the Project. The purpose of the ESA is to assess whether potential sources or indications of

hazardous materials conditions are present within the proposed project limits. The Contractor will complete the ESA in general accordance with ASTM E1527-13 “Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process” requirements.

Deliverable: Phase 1 Environmental Site Assessment report

Attachment B - Proposed Schedule