



Harbor Department

REQUEST FOR QUALIFICATIONS

For

Engineering Services

To prepare engineering plans and specifications

For two projects

At

**Channel Islands Harbor,
Oxnard, California**

**RFQ Issued by: Ventura County Harbor Department
3900 Pelican Way
Oxnard CA 93035
www.channelislandsharbor.org**

Issue Date: November 3, 2022

Respond By: December 1, 2022

SUMMARY

Background and Context

The Channel Islands Harbor is a public recreational facility owned by the County of Ventura and developed from the 1960s through the 1980s. It is approximately 310 acres in size, located within the City of Oxnard on the Oxnard coastal plain and between Ventura Harbor and the Port of Hueneme, approximately five miles southeast of the mouth of the Santa Clara River. Of the 310 acres, approximately 200 acres are water. Immediately to the east of the Harbor is the Port Hueneme Naval Base, to the southeast is the residential area of Silver Strand and to the northwest are the residential communities of Hollywood Beach and Oxnard Shores.

The Harbor entrance was built partially for the purpose of creating a sand trap to collect sand moving down coast that would otherwise fall into the marine canyon located at the entrance to the Port of Hueneme. The US Army Corp of Engineers dredges the sand trap, located at the southern end of Hollywood Beach, every two years, and deposits it on the beach in the City of Port Hueneme to replenish the beaches downcoast of the Port.

The Harbor includes recreational marinas (with approximately 2,200 wet slips), commercial/retail uses, residential uses, boat yards, sport fishing and commercial fishing. The Director of the Harbor Department is the administrator of the Harbor on behalf of the County.

Most of the infrastructure that supports the Harbor was constructed in the early 1960s, some of it by the US Army Corp of Engineers. After 60 years and exposure to salt water and sea environments, it has reached a point where repair and/or replacement is necessary. The Harbor Department has undertaken several projects in the past decade that repaired rock revetment around the Harbor. Currently, the department is in the process of repairing the revetment around the Harbor peninsula in anticipation of construction of a new hotel and restaurant at that location.

Projects Anticipated

Kiddie Beach Surge Wall Replacement -- The Harbor entrance is approximately 1,800 feet in length constructed of two rock jetties running in a northeast/southwest direction. Perpendicular to the entrance and located approximately 990 feet from the two jetties is a 2,317-foot breakwater. Just inside the entrance are two beach areas designed to absorb the energy from surge and wave action before it enters the Harbor proper. The northernmost of these beaches is called Hobie Beach and is currently made up of mostly rock material. The southernmost beach area is called Kiddie Beach. It is sandy in nature and is maintained by the Harbor Department as a recreational beach used mostly by families with small children.

Separating these two beaches is a concrete wall, approximately 200 feet in length, with a dog leg the last 57 feet. The wall serves to break up the wave surge as it hits these two beach areas. Over time, this wall has severely deteriorated to the point where it must be replaced. Metal rebar has been exposed, pieces of the wall have fallen off, and it is at risk of collapse.

Please refer to the aerial photographs below for details of the specific location of the Harbor and site.

Harbor Patrol/Administration Building Replacement – The Harbor Patrol and Administration Offices were previously located approximately 300 feet north of Hobie and Kiddie Beach off Victoria Avenue on Pelican Way. The building was constructed in the 1960s, had reached the end of its useful life, and no longer adequately served the needs of the Harbor Department. In 2018, plans and specifications were completed for a new building at the site, and building permits were ready to be issued. Bids received for the project far exceeded the estimated cost of the project, and the project was put on hold. Harbor patrol and administration have been operating out of temporary trailers since that time. The Harbor Department is now ready to proceed with the project, however, building and other codes have changed, and the plans must be updated.

The foundation system required by the soils and structural engineers necessitates installation of a sheet pile at the waterside limits of the site. Installing this sheet pile will cause the adjacent abutment, which holds the Harbor Patrol gangway, to fail. As a part of the project, we will also reconstruct this abutment.

A marine engineering firm is needed to review and update the plans and specifications for constructing the sheet pile and the new abutment structure for the Harbor Patrol and Administration building.

County Objective

The Ventura County Harbor Department is seeking Statements of Qualifications (SOQ) from qualified and experienced professional marine engineering firms to provide the design and permitting of a replacement surge wall in between Hobie and Kiddie beaches and to update the plans and specifications for the Harbor Patrol/Administration Building. The ideal firm will have the skills and ability to perform appropriate calculations to estimate wave and surge force at these locations, perform bathymetric studies, design, and engineer replacement structure(s), prepare plans and drawings with sufficient detail to obtain regulatory permits, and assist with the preparation and issuance of specification and bid documents.

REGULATORY FRAMEWORK

The land area of the Channel Islands Harbor is located within the City of Oxnard, while the water area is located within the jurisdiction of the County of Ventura. The entire Harbor is under the jurisdiction of the California Coastal Commission. The County has a adopted Public Works Plan that regulates development in the harbor, and replacement of the surge wall will require approval by the Coastal Commission. Permits will also be required from the US Army Corp of Engineers and Regional Water Quality Control Board. Consultation may also be required with California Department of Fish and Game and US Fish and Wildlife.

The Harbor Department has already obtained permits from the California Coastal Commission, US Army Corp, and Regional Water Quality Control Board for the sheet pile and new abutment structure at the Harbor Patrol and Administration building.

Contract Requirements

Any qualifying firm selected will be required to execute a standard County of Ventura consultant's contract (please see attached sample). County insurance requirements are also attached.

SCOPE OF WORK

The Scope of Work required includes the preparation of engineering studies and construction documents including schematic drawings, detailed plans, specifications, and cost estimates, and any studies required to prepare such work, including but not limited to bathymetric surveys, soils reports, wave and tidal studies, etc.

Selected consultant shall participate in at least two field meetings and provide team support by documenting and coordinating the agreed upon results. Consultant shall conduct all analysis needed to complete the preliminary design recommendations for review by the County and approval by the California Coastal Commission. Analysis shall include, but not be limited to existing conditions documentation, and underwater inspections. On the Harbor Patrol and Administration Building project, close coordination with the building architect will be required.

STATEMENT OF QUALIFICATIONS

Interested firms are requested to submit the following for consideration:

Cover Letter (Letter of Intent): Submit a signed letter identifying contact information and providing information on the responsible party.

Identification: Identify all team members with a brief description of their role in the project. Include information as to the size of the entity's business endeavors, and their history of affiliation with the prime team member(s).

Credentials: Provide the entity name and legal structure, types of historic and current projects, and information for at least three comparable projects with references. Project references are key.

Timetable: provide information on the availability of the entity to take on a project of this nature and give an estimate of the time it would take to complete initial design and final construction drawings.

Statements of Qualifications (SOQ) may be provided in electronic or paper form. If paper responses are provided, submit three copies.

The County will review Statements of Qualifications received and may request clarification and additional information. Consulting entities may be invited to interview with County staff.

SUBMISSION DUE DATE

Statements of Qualifications must be submitted to the Ventura County Harbor Department no later than 5:00 p.m. on December 1, 2022.

The County contact person for all matters regarding this RFQ is Marilyn Miller, Director of Harbor Planning & Redevelopment, Channel Islands Harbor, 3900 Pelican Way, Oxnard, CA 93035. Telephone number is 805/973-5921. E-mail address is Marilyn.miller@ventura.org.

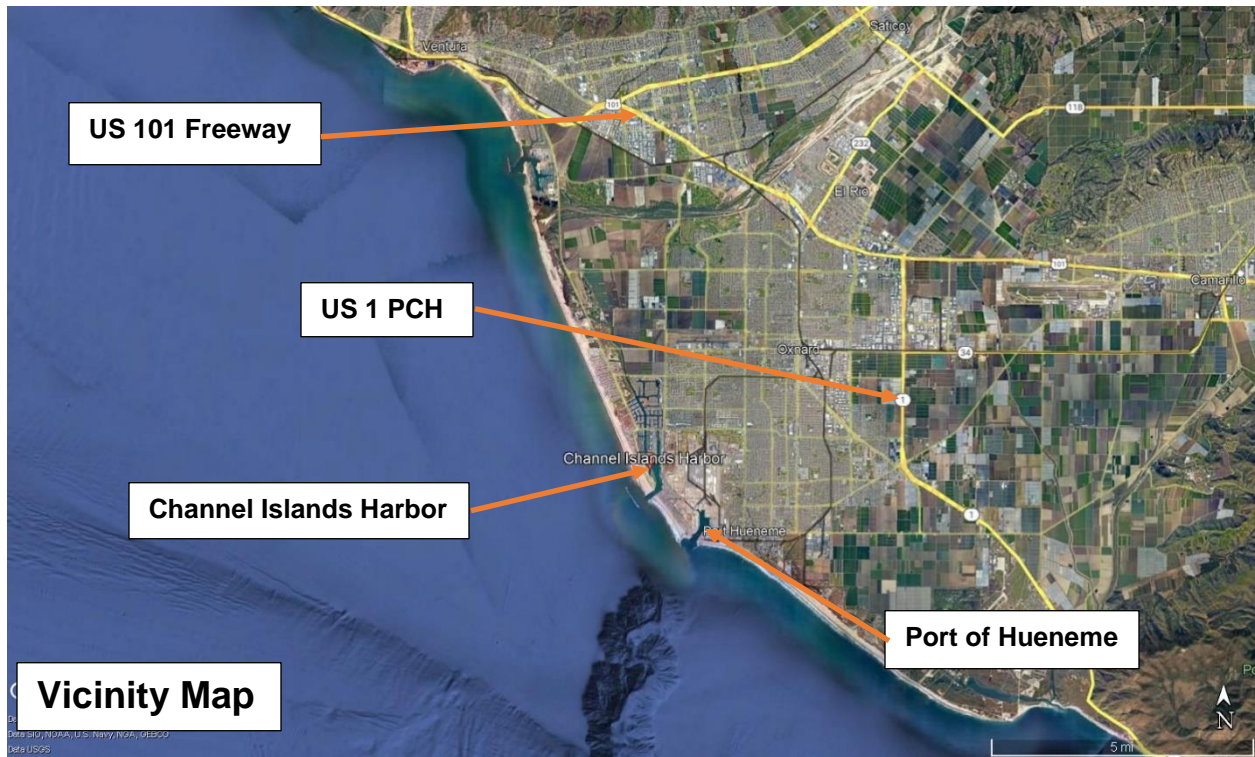
COUNTY RIGHTS

It should be noted explicitly that there is no "bidding" process intended with this process, and this invitation is not an offer by the County to enter into an agreement to negotiate or any other agreement, nor is a response by an interested party to be considered as an offer that may be accepted by the County.

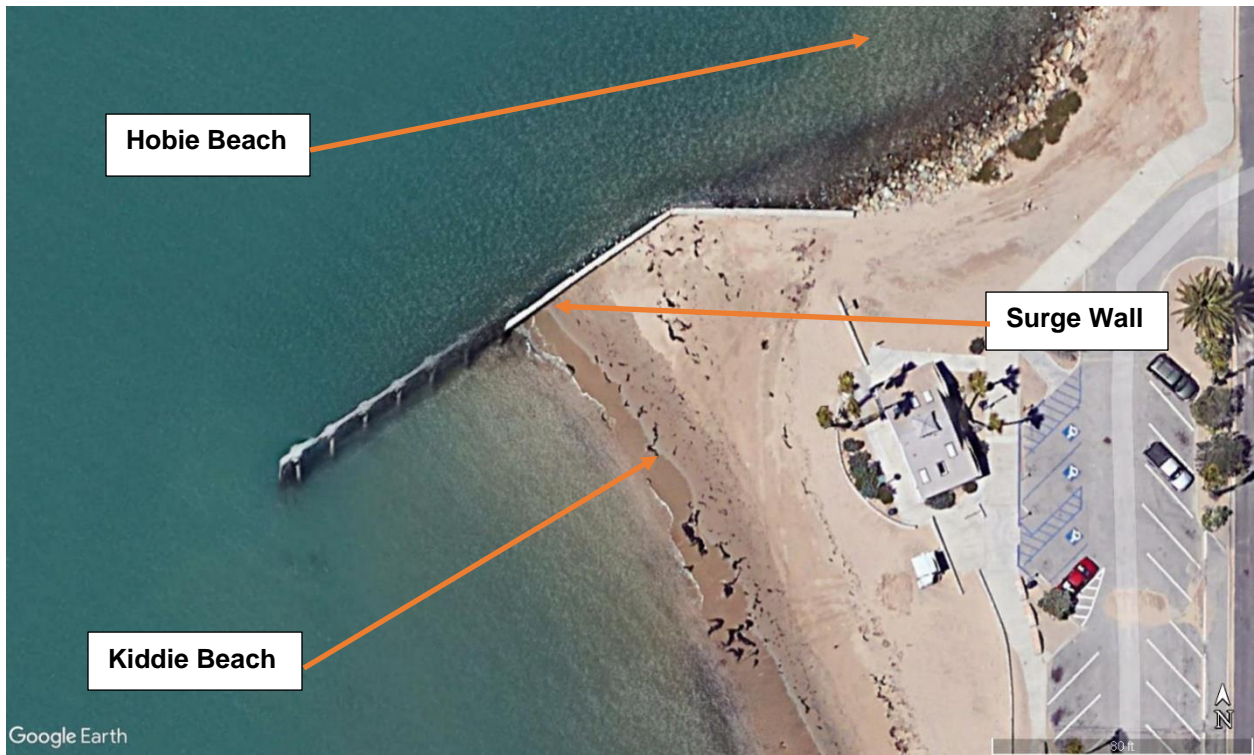
Neither the County nor any respondent will be bound to any agreement unless that agreement is in writing and executed by both the interested parties and the Board of Supervisors of Ventura County, or their designee. The County reserves the right to reject any response or all responses, to terminate discussions and to select any party with whom to deal, whether or not that party has responded to this RFQ. The County may entertain or make a proposal that may not conform to this RFQ or its contents and

may adopt terms or plans that may have been proposed by a party not selected.
Decisions of the County may be based on subjective as well as objective evaluations.

Attach: Sample Contract
 County of Ventura Insurance Requirements



Channel Islands Harbor



Channel Islands Harbor Kiddie Beach Surge Wall



Channel Islands Harbor Administration Building

COUNTY OF VENTURA CONTRACT

HD __-__

CONTRACT

This Contract entered into this ____ day of _____, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and _____), hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Harbor Department Director, Agent of the County has the duty to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing construction services for the _____ Project hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

FILL IN SERVICES TO BE PERFORMED

1. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

2. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

3. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

4. **TERM**

This Contract will be in effect from _____ through _____ subject to all the terms and conditions set forth herein.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to affect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefore.

5. **TERMINATION**

The County Purchasing Agent may terminate this contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

6. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

7. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

8. **INSURANCE PROVISIONS**

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

9. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

10. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

11. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

12. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by department manager or his/her authorized representative.

13. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

14. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

15. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

16. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
Harbor Department
3900 Pelican Way
Ventura, CA 93035

TO CONTRACTOR:

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

19. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

20. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

21. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

22. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

23. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition

24. **ACCESS TO AND USE OF COUNTY TECHNOLOGY**

As part of this contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

(Consultant Name)

Authorized Signature

Authorized Signature

Michael Tripp
Printed Name

Printed Name

Harbor Director
Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

(Consultant Name)

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT "A"

COMPENSATION SCHEDULE

Services as described above will be provided by Contractor on a time and materials, not to exceed basis and shall be billed monthly at the rates then in effect not to exceed _____ during the term of this Contract. County will provide and coordinate access to and around site as required to perform work.

(Insert Fee Schedule)

Contractor may reallocate budgets between the tasks listed above for actual work performed, but will not exceed the total fee without written approval.

Services performed outside the scope of this agreement require written approval prior to performance of the work. Significant design changes after the start of work shall be considered additional services. Any work request that is outside the scope of this agreement will be identified by _____ as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with the rates then in effect.

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, County shall make payment to Contractor, in arrears, for completed tasks or deliverables. Payment terms are typically Net 30 Days after invoices are received and approved by the Harbor Director.

**COUNTY OF VENTURA
VENDOR INSURANCE GUIDELINES
(INTERNAL USE ONLY)**

Contractors doing work for or on behalf of the County of Ventura must be held responsible for their work. To protect the County against loss due to accidents or injuries caused by contractor operations, the County has established vendor insurance guidelines. In general, contractors, are required to protect their own workers with workers' compensation insurance, and protect their own company and the County with general liability insurance, as well as other coverages needed for the particular risk posed by the contractor's work. This could include commercial auto, professional liability, and security & privacy (cyber) coverage, as well as others. Establishing insurance levels cannot be held to hard and fast rules, and that the document provides "guidelines" applicable about 90% of the time.

RISK EXPOSURE - EXAMPLES

<u>Low Risk Exposure</u>	<u>Standard Risk Exposure</u>	<u>High Risk Exposure</u>
Seminars, workshops, classroom training, low to moderate physical activity training (yoga, light exercise), clerical or office duties.	Equipment maintenance or repair, equipment rental with operator (excluding cranes), towing, filming projects, most leessees, software development for County of Ventura stored data, Drone use, facility repairs, construction, cell towers, mechanical equipment purchase, equipment installation on County property, design professional, software purchase or license with electronic data storage (cloud), professional services.	Hazardous materials abatement/ disposal, road design, building design, construction projects, crane operations, aircraft repair, aviation, fuel suppliers, health care services, pyrotechnics, food services for the public, any services provided to minors.
<u>Insurance Requirements</u>	<u>Insurance Requirements</u>	<u>Insurance Requirements</u>
Commercial General Liability	Commercial General Liability	Commercial General Liability
\$500,000 per Occurrence	\$1,000,000 per Occurrence	Specific Insurance Requirements
\$500,000 Annual Aggregate	\$2,000,000 Annual Aggregate	determined by Risk Management
(Including an additional insured endorsement naming the County of Ventura and any Special Districts as an additional insured.)		
Workers' Compensation (statutory)	Workers' Compensation (statutory)	Workers' Compensation (statutory)
Must include a Waiver of Subrogation. Workers' Compensation is not required if the vendor is a sole proprietor or partner.		

Commercial Auto Insurance defined by the DMV is insurance designed for vehicles used for business purposes.
Commercial Auto Liability
\$1,000,000 each accident

In some cases, professional liability coverage will be required. Some professionals that require this type of coverage include: licensed health care providers, surveyors, attorneys, architects, engineers and IT design.
Professional Liability (Errors & Omissions/Medical Malpractice) Coverage
\$1,000,000 per Occurrence/\$2,000,000 Annual Aggregate

Contractors developing or maintaining software, or accessing or storing data that contains private information, such as medical records, social security numbers or financial data, require protection against losses such as damage or theft of data, release of private info, and breach of network security.
Cyber Liability (Security & Privacy) Coverage
\$1,000,000 per Occurrence/\$2,000,000 Annual Aggregate