CITY OF SANTA MARIA

REQUEST FOR PROPOSALS
FOR ENGINEERING DESIGN SERVICES

INTEGRATED WASTE MANAGEMENT FACILITY
AT LOS FLORES RANCH

Issuing Office:
City of Santa Maria
Utilities Department
2065 East Main Street
Santa Maria, CA 93458

RELEASE DATE: 09/17/2019
MANDATORY SITE VISIT: 10/02/2019
SUBMIT QUESTIONS / CLARIFICATIONS: 10/11/2019
PROPOSAL DEADLINE: 11/12/2019
CONSULTANT INTERVIEWS: 12/05/2019
SELECTION: 12/13/2019
# TABLE OF CONTENTS

PUBLIC NOTICE .................................................................................................................. 5

1. INTRODUCTION ............................................................................................................... 7

2. MANDATORY SITE VISIT ................................................................................................. 7

3. SUBMITTALS .................................................................................................................... 8

4. BACKGROUND ................................................................................................................ 8

5. PERMIT INFORMATION & RELATED DOCUMENTS ...................................................... 10

6. DESCRIPTION OF PROJECT ......................................................................................... 11

7. SCOPE OF SERVICES ..................................................................................................... 12

   ADMINISTRATIVE .......................................................................................................... 12

   REGULATORY ................................................................................................................ 12

   TECHNICAL .................................................................................................................... 12

   PS&ES / DESIGN ............................................................................................................ 13

   CONSTRUCTION ............................................................................................................ 16

8. SCHEDULE OF WORK .................................................................................................... 17

9. PROPOSAL FORMAT & REQUIRED SUBMITTALS ....................................................... 17

10. METHOD AND CRITERIA FOR SELECTION .............................................................. 20

11. ACCEPTANCE OR REJECTION OF PROPOSAL ......................................................... 20

12. RIGHT TO CHANGE OR AMEND REQUEST ............................................................. 21

13. SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES ........................................ 21
PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP) FOR ENGINEERING DESIGN SERVICES

THE CITY OF SANTA MARIA, LOCATED IN SANTA BARBARA COUNTY, CALIFORNIA, INVITES PROPOSALS FOR THE PROJECT FURTHER DESCRIBED BELOW:

The City of Santa Maria (City) is requesting proposals from qualified consultants to provide plans, specifications, and estimates (PS&Es), a Construction Quality Assurance (CQA) manual and permitting services for the construction of the future Integrated Waste Management Facility (IWMF) at Los Flores.

Proposal packages may be obtained by accessing the City website at www.cityofsantamaria.org/bids. Hardcopies of the proposal will not be mailed. It is the responsibility of the proposer to contact the Project Manager to be added to the list of proposers. Requester should include name, company name, street address, telephone, fax, and email address, along with the name of the project.

INTERESTED PARTIES SHALL SUBMIT FIVE (5) HARDCOPIES AND ONE (1) ELECTRONIC COPY (VIA FLASH DRIVE) OF THE PROPOSAL. A SEPARATE, SEALED ENVELOPE SHALL CONTAIN THE COST PROPOSAL AND RATE SCHEDULE. ALL PROPOSALS MUST BE RECEIVED AT THE CITY BY 4:00 P.M. PDT ON NOVEMBER 12, 2019. PROPOSALS WILL NOT BE PUBLICLY OPENED.

NO PROPOSALS WILL BE ACCEPTED AFTER THE DEADLINE. ANY SUCH PROPOSALS WILL REMAIN SEALED AND WILL BE RETURNED TO THE SENDER UNOPENED.

All communications must be submitted in writing via email to the Project Manager:

Solid Waste Manager Herb Cantu
hcantu@cityofsantamaria.org
1. INTRODUCTION

The City of Santa Maria ("City") is requesting proposals from qualified consultants with similar experience to provide plans, specifications, and estimates ("PS&Es"), a Construction Quality Assurance ("CQA") manual, and permitting services for the future Integrated Waste Management Facility ("IWMF") at Los Flores.

The purpose of this Request for Proposals ("RFP") is to solicit proposals from qualified consultants to perform the professional services requested by the City. Duration of the required services will be approximately 60 months or as directed by the City.

2. MANDATORY SITE VISIT

Interested parties are required to participate in a site visit on October 2, 2019 at 9:00 a.m. PDT at Exit 161 of State Highway 101. Attendance at the site visit is mandatory in order to participate in the proposal process. Under no circumstances will an alternative pre-proposal site visit be granted. Failure to attend this pre-proposal site visit will render a proposal non-responsive. Any proposal submitted for firms which have not been represented at this pre-proposal site visit will be rejected.

The mandatory pre-proposal site visit will establish a list of firms eligible to submit a proposal. The purpose of the site visit is to familiarize firms with the City, to answer questions regarding the RFP, to discuss any technicalities of the proposed scope of services, and to see the site of the future IWMF. Following this meeting, a subsequent second site meeting at the Santa Maria Regional Landfill located at 2065 East Main Street, Santa Maria CA 93454 will commence to allow firms to see the existing operations and to answer further questions pertaining to the RFP.

Qualified firms or teams intent on submitting a proposal must have their site visit representative arrive on time and remain for the entire site visit. All respondents must be signed-in to continue in the RFP process. This rule will be strictly adhered to without exception or consideration of cause.

All questions or clarifications must be received by the date and time specified herein.
3. SUBMITTALS

Interested parties shall deliver (in person or by mail) five hardcopies and one electronic copy (via flash drive) of the proposal by:

**NOVEMBER 12, 2019 @ 4:00 PM PDT**

to the following address:

Solid Waste Manager Herb Cantu  
City of Santa Maria  
Utilities Department  
2065 East Main Street  
Santa Maria, CA 93454

Emailed or facsimile proposals will not be accepted.

4. BACKGROUND

The City intends to construct and operate the IWMF at Los Flores. The IWMF, a Class III Landfill, will receive waste from urban and rural areas of northern Santa Barbara County, with the capacity to receive waste from southern Santa Barbara County as necessary.

The new landfill is in a rural area without residences in close proximity, and is a former oil production area. The IWMF will need to be ready to accept refuse by May 2025. Disposal activities will be similar to those currently employed at the Santa Maria Regional Landfill (“SMRL”), including the disposal of approximately 130,000 tons of solid waste per year. The IWMF will service self-haulers, commercial vehicles such as solid waste collection vehicles, roll-offs and walking-floor customers.

The IWMF will be constructed in four major phases on a 1,774-acre site including support facilities and utilities. Ancillary facilities for waste disposal operations at the IWMF will include access roads, parking areas, scales and a scalehouse, an administrative office, maintenance buildings, a water supply system, a water tank, soil stockpiles, sediment retention basins, a landfill gas flare station, leachate storage tanks, vehicle fueling station, and areas reserved for resource recovery operations (i.e., recycling) including concrete and asphalt processing, and green waste processing. Landfill operations will cover approximately 617 acres. The area where waste will be disposed is expected to cover 255 acres during its 90 years or greater operational life.

Access to the landfill will be via new access roads to be developed off Exit 161 of Highway 101. The site of the IWMF is located in an unincorporated area of northern Santa Barbara County on the Los Flores Ranch property in the Solomon Hills. It is located roughly seven miles south of the Santa Maria city center and east of Highway 101.
The map at right demonstrates the geographical location of the Project site. The site is comprised of assessor’s parcel numbers (APNs) 101-030-010, 101-030-013, 101-030-014, and 101-060-002, which are owned by the City.

The Los Flores Ranch property was historically utilized for oil and gas exploration and production by various operators beginning in the early 1900s. Land use designations on the former oil field site and surrounding parcels to the north, south, and east are Agricultural-II (A-II), while parcels to the west across Highway 101 are Agricultural Commercial (AC). There are also scattered rural residences located off-site to the north and east.

Portions of the site are currently used for passive recreation activities such as trail hiking, bicycling, equestrian activities, wildlife, nature observation, photography, and picnicking. The Los Flores Ranch Passive Recreation Area was analyzed pursuant to California Environmental Quality Act (“CEQA”) in a Mitigated Negative Declaration (SCH #2007121031) and approved by the Santa Maria City Council on May 28, 2008. Prior to implementation of the IWMF, trail operations will cease on these portions of the site.

On April 20, 2010, the City adopted Resolution No. 2010-42 certifying the Final Environmental Impact Report (“EIR”) (SCH #2006091069), making CEQA findings, adopting a Statement of Overriding Considerations, and adopting a Mitigation Monitoring Program for the IWMF Project. The City filed a Notice of Determination approving the IWMF Project with the County of Santa Barbara on April 27, 2010. The original site conceptual plan incorporated solid waste disposal operations on the easterly side of the property and the stockpiling of soil on the western side of the property. Figure 1 of the Plan Sheets (see Page 11) displays the original IWMF Conceptual Site Plan.

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1 Project site latitude is 34°49’20” N and longitude is 120°20’54” W; site occupies portions of Section 22, Township 9 North, Range 33 West, San Bernardino Baseline and Meridian.
To avoid waste placement over historical oil wells, disturbance of most cultural artifacts, and displacement of approximately 3,000 oak trees, the City worked with a consultant to develop conceptual plans to incorporate waste placement operations on the western side of the property and stockpiling of soil on the eastern side (“IWMF Western Development”). The IWMF Western Development conceptual plan encompasses a 255-acre refuse footprint and a 617-acre permitted boundary including stockpiles and associated infrastructure. Waste placement will occur in four canyons facing Highway 101. Figure 3 of the Plan Sheets (see Page 11) displays the conceptual IWMF Western Development Master Excavation Plan and planned four phases.

The City has contracted with an environmental consulting firm to perform the following environmental services related to the IWMF Western Development:

- Revisions to Final Streambed Alteration Agreement;
- Revisions to Memorandum of Agreement between U.S. Army Corps of Engineers (“USACE”) and California State Historic Preservation Officer;
- Revisions to Open Space Management Plan;
- Revisions to Regional Water Quality Control Board (“RWQCB”) 401 Permit;
- Revisions to USACE 404 Permit; and
- Supplemental EIR/CEQA Support Activities.

5. PERMIT INFORMATION & RELATED DOCUMENTS

Permit information and Project-related documents are accessible online by selecting the respective hyperlinks:

- [Final EIR SCH #2006091069](#) by Rincon Consultants dated April 2010;
- [Solid Waste Facility Permit Facility No. 42-AA-0076](#) by California’s Department of Resources Recycling and Recovery (CalRecycle) dated May 30, 2012;
- [Joint Technical Document (“JTD”)](#) by Golder Associates revised August 2012:
  - [JTD Preliminary Closure & Post Closure Maintenance Plan](#) (PCPMP); and
  - [JTD Appendices A-Q](#);
- [Draft Open Space Management Plan](#) by Rincon Consultants dated May 2013;
- [Waste Discharge Requirements (WDR) Order No. R3-2014-0024](#) by Central Coast RWQCB dated May 22, 2014;
- [Final Streambed Alteration Agreement Notification No. 1600-2014-0102-R5](#) by California Department of Fish and Wildlife dated May 6, 2015;
- [Technically-Conditioned Certification Permit No. 34214WQ06 (401 Permit)](#) by Central Coast RWQCB dated November 10, 2016;

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2 Open Space Management Plan being finalized to incorporate environmental monitoring requirements regarding landfill and recreational uses
Los Flores Water Well #2 Source Yield Report & Well Evaluation by Geologist Charles E. Katherman dated July 2018;

Addendum to Final EIR by City of Santa Maria dated August 2018;

Department of the Army Permit No. SPL-2013-00118-BAH (404 Permit) by Los Angeles District dated August 1, 2019;

Memorandum of Agreement between USACE and California State Historic Preservation Officer, undated3; and

Plan Sheets for Los Flores Western Development by SWT Engineering, undated (topography date October 2012):

- Figure 1 Permitted Master Plan;
- Figure 2 Disturbance Limits;
- Figure 3 Master Excavation Plan;
- Figure 4 Master Fill Plan;
- Figure 5 Master Fill Plan w/ Permitted Boundary;
- Figure 6 Phase 1A Site Plan;
- Figure 7 Phase 1A Entrance Facilities;
- Figure 8 Phase 1A Excavation;
- Figure 9 Phase 1A Refuse Fill Plan;
- Figure 10 Phase 1A Stockpile Plan;
- Figure 11 Lower Administration Building; and
- Figure 12 Utility Lines.

6. DESCRIPTION OF PROJECT

This RFP is for engineering design and permitting services for the IWMF (the “Project”). It is the City’s intent to utilize the IWMF to dispose of municipal solid waste (MSW) delivered by City collection vehicles, other commercial vehicles, and the public at large. Recycling Park operations will also be conducted at the IWMF.

The IWMF must be designed to allow for growth and processing of additional solid waste materials, including commingled recyclables.

The City will provide the selected Consultant with available data to assist with the evaluation of the Project and assign resources throughout the duration of the Project.

PS&Es shall be developed in accordance with City standards and in accordance with all applicable laws and regulations. Proposals shall include sufficient information to assess the proposing firm’s capability to develop construction drawings, a CQA manual, and permitting services for this Project.

3 Agreement pending full execution by all parties as of RFP release date.
7. **SCOPE OF SERVICES**

The City intends to hire a single firm for this Project. All work performed and deliverables provided to City must conform to the RFP and input provided by City.

The selected Consultant will be required to perform all necessary engineering, permitting, and analysis to develop PS&Es for the construction of an access road, office administration building, ancillary facilities, and the excavation and liner system for Phase 1 of the IWMF. This scope of work is anticipated to include, but is not limited to:

1) **Administrative**
   i) Consult, communicate, coordinate, and meet with the City, the City’s environmental consultants, and regulatory agencies in order to complete the requirements of the Project in an efficient manner. Anticipate unforeseen criteria or potential issues and communicate such information to City.
   
   ii) Participate in an onsite kick-off meeting with City. Conduct a site investigation at kick-off meeting to understand Project requirements.
   
   iii) Prepare minutes for all Project meetings and conference calls and submit to City for review within five business days following meeting.
   
   iv) Provide surveying as necessary to perform the Scope of Services required for the Project.

2) **Regulatory**
   
   i) Participate in up to seven in person meetings with permitting and regulatory agencies involved in the Project.
   
   ii) Act on the City’s behalf to obtain approval for any modifications to the IWMF solid waste permits, monitoring and reporting requirements, and technical documents as directed by regulatory agencies in order to construct the IWMF, including but not limited to the Solid Waste Facility Permit, JTD, and WDR.
   
   iii) Act on the City’s behalf to obtain the Santa Barbara County Air Pollution Permit.
   
   iv) Develop a CQA manual for the Phase 1 excavation and liner construction for review and approval by the regulatory agencies.
   
   v) Develop a CQA manual for logging and monitoring the construction of the Landfill Gas (“LFG”) monitoring probe and groundwater monitoring well networks.

3) **Technical**
   
   i) Prior to development of PS&Es, prepare and submit to City a technical memorandum recommending any improvements to the IWMF Western Development conceptual plans within 30 days of
issuance of the Notice to Proceed. The technical memo must contain:

(1) Sufficient detail for City to determine whether the recommendations are in the best interest of the City; and

(2) Summarize the benefits, challenges, permitting requirements, capital outlay, and impacts to solid waste operations.

ii) Perform any geotechnical work to support the IWMF Western Development.

4) **PS&Es / Design**

i) Prepare and submit seven copies to City for each review of the 30 percent, 60 percent, 90 percent, and final PS&Es in conformance with City building codes and applicable laws and regulations.

ii) Participate in onsite meetings to conduct design/constructability review of the 30 percent, 60 percent, 90 percent, and final PS&Es. Submittals will not be accepted by City if determined they do not conform to deliverables as identified in this RFP and subsequent agreement.

iii) 30 percent PS&Es shall include information regarding utility locations, centerline stationing, proposed and existing right-of-ways, typical sections, structural sections, traffic routes, preliminary engineer’s estimates, buildings, and compliance equipment types and locations.

iv) 60 percent PS&Es shall include 30 percent PS&Es information, building location and layout, building design details, cross sections, earthwork calculations, adequate information for construction survey staking, permitting, profile grade, updated engineer’s estimates, technical specifications, detail equipment design, as well as address comments identified in the 30 percent review process.

v) 90 percent PS&Es shall include 60 percent PS&Es information, updated building layout and design details, cross sections, profile grade, updated earthwork calculations, updated engineer’s estimate, revised technical specifications, and shall address comments identified in the 60 percent review process. It is expected the quality of the 90 percent PS&Es will only require minor corrections in preparation of final PS&Es.

vi) Prepare the PS&Es as deemed necessary for submittal to other agencies within the purview of the Project.

vii) Prepare final PS&Es and coordinate with City to incorporate final PS&Es with City bid documents for construction.

viii) Final PS&Es shall be delivered to City and conform to the following requirements:
(1) Must include:

(i) One original reproducible plan set on 22" by 34" sheets of four millimeter thick double-matte film;

(ii) One disc or flash drive with final PS&Es, including stake information, design calculations, quantity calculations, and any other information as applicable to the Project;

(iii) One stamped and wet signed paper copy of the final PS&Es;

(iv) Plan sheets, cross-sections, earthwork calculations, and stake information shall be in AutoCAD Civil 3D (version 2019 or later). Stake information shall be at 50-foot intervals for tangent sections and 25-foot intervals for curved sections, or with more frequent intervals to allow for effective construction staking as determined by the City; and

(v) Specifications shall be in Microsoft Word (version 2010 or later) and on letter formatted pages. Final engineer’s estimates shall be in Microsoft Excel (version 2010 or later). Estimates shall specify specialty and/or final pay items.

ix) Design an office administration building approximately 30 percent larger than the existing facility located at the SMRL, including utilities (power, sewer, water, and fire suppression), security camera system, exterior landscaping, and onsite storage facilities for equipment and records.

x) Design an entrance gate system including a monument sign and landscaping. Entrance gate shall be powered to enable operation via a programmable controller, numeric keypad, and contain ingress and egress security cameras. The entrance gate shall contain proper illumination to allow for proper security monitoring and safe operations.

xi) Design an entrance road to accommodate solid waste vehicles and customers. Design grade shall be no greater than 10 percent slope, with truck queueing on relatively flat ground. The access road shall contain proper illumination from the site entrance to the Scalehouse.

xii) Design the liner, leachate, and LFG collection and control systems (“LFGCCS”) of the Phase 1 disposal cell.

(1) The initial liner system\(^4\) in Phase 1 shall provide for waste disposal capacity of no less than eight years.

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\(^4\) Design of the liner system will require RWQCB approval.
(2) The Consultant shall design a complete fill sequence and liner construction plan for the entire life of the Phase 1 cell.

(3) Leachate system shall incorporate designs for a storage and conveyance solution as well as Supervisory Control and Data Acquisition ("SCADA") system to enable the City to remotely operate leachate systems, analyze trends, and store and compile data.

(4) The LFGCCS shall incorporate designs for a flare skid system with SCADA, LFG bottom collectors, and LFG vertical extraction wells.

xiii) Develop a stockpile soil management plan to enable City to forecast and monitor soil consumption as well as plan for future mining activities.

xiv) Design for the construction of a basin for the Phase 1 disposal area to meet Notice of Non-Applicability ("NONA") standards as required by the State Water Resources Control Board.

xv) Design a Scalehouse facility including scales, computer hardware and software incorporating radio-frequency identification (RFID) technology, security camera system, and related appurtenances.

xvi) Design vehicle parking large enough to accommodate existing solid waste collection and landfill vehicles, customers, and employee parking. Future growth shall also be accounted for when designing lots.

xvii) Design a Fleet Shop/Maintenance Yard including shop equipment to service solid waste collection vehicles and landfill heavy equipment. The shop shall contain no less than three flow-through bays for maintaining equipment. The shop should be designed to provide for, at minimum, the existing level of equipment currently available at the existing Fleet Shop/Maintenance Yard at the SMRL.\(^5\)

xviii) Design a Recycling Park to collect and store Household Hazardous Waste materials from self-haulers, small quantity generators and to allow for sorting and storing of various recycling commodities including, but not limited to: construction and demolition materials, cardboard, green waste, e-waste, mattresses, white goods, textiles, and tires.

xix) Design a LFG monitoring probe network to meet permit requirements and be reasonably accessible by employees and vendors.

xx) Design a groundwater monitoring well network to meet permit monitoring requirements and be reasonably accessible by employees and vendors.

\(^5\) Mandatory Site Visit includes a visit to the Fleet Shop / Maintenance Yard at the SMRL.
xxi) Design a mitigation work plan for any onsite oil wells affected by construction activities that may have to be re-abandoned or protected in place in accordance with the Division of Oil, Gas, and Geothermal Resources (DOGGR) standards.

xxii) Design a domestic water supply piping system from two existing groundwater production wells to support the IWMF facilities, landfill operations, site construction, and fire suppression needs.

   (1) Well #1 contains an existing pump system constructed in September 2000 and is currently powered by a rental generator. Well #2 was constructed and tested in June 2019; no pump system was installed. Refer to Well #2 Source Yield Report and Well Completion Report.

   (2) Design a pump system for newly constructed Well #2.

xxiii) Design a septic system(s) for IWMF facilities.

xxiv) Design electric power needs for Phase 1, IWMF facilities, and future landfill disposal cell(s). Identify and determine most effective locations for incorporating infrastructure.

xxv) Design a back-up generator system(s) to provide continuous power to all facilities, regulatory compliance equipment (i.e., flare and leachate collection systems), and domestic groundwater wells.

xxvi) Design a truck wash and fueling facility for collection vehicles and heavy equipment use. All residual water shall be contained within sump(s) and/or contained onsite to maintain NONA status.

xxvii) Design a communication network for the buildings and other support facilities to enable routine office computer and voice over internet protocol (VoIP) activities, along with the ability to remotely interact with SCADA systems. The network design must conform to the City’s information technology infrastructure, standards, and security processes and procedures.

xxviii) Secure any necessary permits required by the City Community Development Department Building Division for the Project.

5) Construction
i) Attend a pre-construction conference scheduled by City.
ii) Participate in construction contract meetings as requested by City.
iii) Respond promptly to City regarding requests for clarification during the construction bidding process and submit responses to City for review and approval.
iv) Provide assistance during the bidding phase of contract, including evaluating bids received for construction.
v) Provide construction design support during the construction phase of the contract, including evaluating submittals and making recommendations.

vi) Recommend and prepare construction change orders as deemed necessary with supporting documentation for review and issuance by City.

8. SCHEDULE OF WORK

Tentative schedule illustrated below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release Request for Proposals</td>
<td>09/17/2019</td>
</tr>
<tr>
<td>IWMF Site Visit</td>
<td>10/02/2019</td>
</tr>
<tr>
<td>Submit Questions &amp; Clarifications (4:00 p.m., PDT)</td>
<td>10/11/2019</td>
</tr>
<tr>
<td>Proposals Due (4:00 p.m., PDT)</td>
<td>11/12/2019</td>
</tr>
<tr>
<td>Consultant Interviews (City Option)</td>
<td>12/05/2019</td>
</tr>
<tr>
<td>Selection of Top Ranked Consultant</td>
<td>12/13/2019</td>
</tr>
<tr>
<td>Execution of Agreement</td>
<td>02/04/2020</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>02/11/2020</td>
</tr>
<tr>
<td>Consultant Technical Memorandum Submittal</td>
<td>03/11/2020</td>
</tr>
</tbody>
</table>

9. PROPOSAL FORMAT & REQUIRED SUBMITTALS

Proposers should prepare a straightforward, concise proposal that specifically relates to the project. To maintain uniformity in the evaluation process, proposals shall be on double-sided, 8½” x 11” paper (11” x 17” sheets for charts and graphics are acceptable), pages consecutively numbered, and no more than 30 pages in length dealing with the criteria specified in the Scope of Services. Text font (Arial, Tahoma, or similar) shall not be smaller than size 12.

The organization of the proposal must follow the outline below:

(a) Cover Letter

The cover letter must contain the name, title, address, phone number, and email of the firm’s project manager and the name, title, address, phone number, email, and original signature of the individual with authority to negotiate on behalf of and to contractually bind the consulting firm, and who may be contacted during the period of proposal evaluation. Include as an attachment a copy of the document giving the signer authority to enter into contracts on behalf of the company, such as a corporate resolution or letter signed by the board.
(b) Project Understanding and Work Plan

The proposed scope of work must cover, at minimum, those tasks identified in the **Scope of Services**. Include a manpower-loading matrix breakdown for each task in the scope of work. Describe firm’s ability to meet the time schedule, financial responsibility, and technical ability. Provide proposed methods of approaching and completing the work, including identification of general issues and the necessary resources/solutions to accomplish the required services. Provide any recommended changes or additions to the Project scope that would better serve the City’s goals.

(c) Relevant Work Experience

Demonstrate the firm’s and sub-consultant’s experience in developing similar projects, including key issues of previous projects of a similar nature and experience dealing with issues that may set the firm apart from others. Describe nature and outcome of projects previously conducted by the firm related to the services required under this RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, and approximate dates for which the work was completed.

(d) Proposed Team Information

Describe qualifications and experience of each professional staff member (prime and sub-consultant) who shall participate in the work for the Project. Include names and titles of staff detailing their expertise which qualifies them for the proposed work, experience, and qualifications (i.e., résumé, licenses, certifications, years of related experience, and length of time with firm).

Include an organizational chart that provides a visual overview of the team’s management structure and key personnel for the execution of the scope of work and delivery of services/products. Indicate the proposed project manager and other key personnel (project staff) of the firm, along with a brief description of their respective roles and/or responsibilities. Include any experience with the City and/or Utilities Department.

Include résumés of personnel (prime and sub-consultant) critical to providing the required services.

(e) Schedule and Deadlines

Include a schedule of deliverables as well as any known critical deadlines.
(f) Cost Proposal / Rate Schedule Separate, Sealed Envelope

Submit a detailed Cost Proposal and Rate Schedule for all work to be performed for the project in a separate, sealed envelope. Cost Proposal shall be a time-and-materials method of payment with a not-to-exceed limit, including specific rates of compensation, and clearly depict all direct and indirect costs and how they would be applied.

(g) Certificate of Insurance

Include valid and complete Certificate of Insurance carried by the firm, containing the insurance carrier, its A.M. best ratings scope of coverage and limits, deductibles, and self-insured retention.

Minimum scope of insurance shall be at least as broad as: (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury, and personal & advertising injury; (ii) Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9); (iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (iv) Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability.

Minimum limits shall be no less than: (i) General Liability $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (ii) Automobile Liability $1,000,000 per accident for bodily injury and property damage; (iii) Workers' Compensation: Statutory limits; (iv) Employee's Liability $1,000,000 per accident for bodily injury or disease; (v) Errors and Omissions Liability $1,000,000 per occurrence or claim, $2,000,000 aggregate.

IMPORTANT: After negotiating the final terms of the Agreement, the selected firm will be required to furnish to the City a complete conforming Certificate of Insurance including endorsements, as further described in the attached Sample Agreement for Professional Services.
(h) Request for Taxpayer Identification Number and Certification

Include a complete, signed Form W-9 Request for Taxpayer Identification Number and Certification.

10. METHOD AND CRITERIA FOR SELECTION

A selection committee will evaluate each proposal and rank proposals based on the technical information, qualifications, and a check of references provided in the proposal based on the following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstration of qualifications, background, technical skills, and firm’s experience to accomplish the scope of work</td>
<td>40%</td>
</tr>
<tr>
<td>Overall proposal, completeness, and thoughtful methodology that meets the City’s needs</td>
<td>30%</td>
</tr>
<tr>
<td>Demonstrated approach and comprehensive understanding of the City’s current and future solid waste needs</td>
<td>20%</td>
</tr>
<tr>
<td>Relevant experience with California municipalities or similar organizations</td>
<td>10%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Evaluation will be made on the basis of the proposals themselves and the City is under no obligation to consider any extraneous materials beyond the 30-page limit of the proposal. The interview process is also deemed optional by the City.

11. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal(s) and negotiate an agreement as to the scope of services, the schedule for performance, duration of the services with the consultant(s) whose proposal(s) is/are most responsive to the needs of the City, and compensation for services. The City reserves the right to further negotiate any aspect of an agreement.

Proposals shall be prepared and submitted in accordance with provisions of the RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any minor defects or irregularities in a proposal. The City may deem a proposal nonresponsive if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing. Additionally, the City reserves the right to reject any and all proposals. The City may, for any reason, decide not to award the agreement(s) as a result of this RFP.
If subsequent selection opportunities are issued, the City is under no obligation to advise any respondent to this RFP, although it is the City’s intent to notify all qualified respondents of any such plans.

12. **RIGHT TO CHANGE OR AMEND REQUEST**

The City reserves the right to change the terms and conditions of this RFP. The City will notify all proposers initially provided this RFP of any material changes via addendum by United States Postal Mail, or by electronic method via email. No one is authorized to amend any RFP requirements in any respect by an oral statement, or to make any representation or interpretation in conflict with these provisions.

13. **SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES**

Proposers should review the associated Sample Agreement for Professional Services (Pages 22-29). The Agreement assumes the City finds a Consultant that meets City needs and enters into an Agreement for Professional Services with that Consultant. Interested parties need not propose if they find the City’s standard form unacceptable.

If there are requests for exceptions to the City’s standard form, such requests should be submitted with the Consultant’s proposal.
AGREEMENT FOR PROFESSIONAL SERVICES
[NAME OF AGREEMENT]

This Agreement is made on [Date] by and between [Consultant Name], a [type of business entity and state of origin] ("Consultant"), and the City of Santa Maria, a California Municipal Corporation and charter city ("City"), in Santa Maria, California, based on the following recitals:

WHEREAS, the City has determined [Name of Agreement] involves performance of professional and technical services of a temporary nature ("the Project"); and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has selected the Consultant based on their submitted proposal dated [Date], and based on the Consultant’s qualifications to perform the Project, including [justification]; and

WHEREAS, the City has determined the Consultant rates were fair and reasonable compared to other firms performing similar professional and technical services; and

WHEREAS, the City has requested the Consultant perform the services for the Project; and

WHEREAS, the Consultant is registered or licensed in California to perform professional and technical services for the Project.

NOW, THEREFORE, IT IS AGREED:

1. Recitals true. The above recitals are true.

2. General.
   2.01 Term and Termination. The term of this Agreement begins on the first date written above and ends at 11:59 p.m. on [Date]. This Agreement may be extended by mutual consent of the parties. This Agreement may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective fourteen (14) days after deposit of notice as specified in this Agreement.
   2.02 Services to be Performed. The Consultant shall determine the method, details and means of providing services for the Project. The Consultant agrees to perform the specific services listed in Exhibit “A.”
   2.03 City’s Duties. The City’s duties under this Agreement are to cooperate with the Consultant in the performance of the Agreement and timely pay invoices.
   2.04 Payment. Payment terms under this Agreement are listed in Exhibit “B.”
   2.05 Insurance. The Consultant shall provide insurance as listed in Exhibit “C.”
   2.06 Map. Real property subject to this Agreement is shown on Exhibit “D.”
   2.07 Exhibits. Exhibits “A,” “B,” “C,” and “D” are attached and incorporated.
3. **Consultant’s Obligations.**

3.01 Minimum Amount of Service. The Consultant shall devote sufficient time to perform services under this Agreement efficiently and effectively. The Consultant may represent, perform services for and be employed by additional individuals or entities, in the Consultant’s sole discretion, as long as the performance of these extracontractual services does not interfere with or present a conflict with the City’s business.

3.02 Tools and Equipment. Except as otherwise stated in this Agreement, the Consultant will supply all tools and equipment necessary to perform this Agreement.

3.03 Status. The Consultant (including its employees) is an independent Consultant. No employer/employee relationship exists between the Consultant and the City. The Consultant’s assigned personnel shall not be entitled to any benefits payable to employees of City. The City is not required to make any deductions or withholdings from the compensation payable to Consultant under this Agreement.

3.04 Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys’ fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant.

The provisions of this paragraph survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions of the section relating to insurance.

5. **Miscellaneous**

4.01 Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the City and a representative of the Consultant, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

<table>
<thead>
<tr>
<th>City:</th>
<th>Consultant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shad Springer</td>
<td>[Info]</td>
</tr>
<tr>
<td>City of Santa Maria</td>
<td></td>
</tr>
<tr>
<td>Utilities Department</td>
<td></td>
</tr>
<tr>
<td>2065 East Main Street</td>
<td></td>
</tr>
<tr>
<td>Santa Maria, CA 93454</td>
<td></td>
</tr>
</tbody>
</table>

If the designated Representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this Agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02 Compliance With Laws, etc. The Consultant shall comply with all laws, including but not limited to the rules and policies of the City, in performing this Agreement.

4.03 Integration. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.
4.04 Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

4.05 Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06 Warranty of authority. Each person signing this Agreement on behalf of a party warrants that he or she has authority to do so.

4.07 No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08 Severability. The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09 Submittals. In addition to any other submittals required by this Agreement, Consultant shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. If applicable, the Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director’s determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

CONTINUED ON NEXT PAGE
IN WITNESS WHEREOF, this Agreement is executed by the parties on the date first written above.

“Consultant”
[INSERT NAME]
a [State] [type of business entity]

By: 
[NAME]
[Title]

“City”
CITY OF SANTA MARIA
a political subdivision
of the State of California

By: 
SHAD S. SPRINGER, P.E., MPA
Director of Utilities

By: 
[NAME]
[Title]

ATTEST

By: 
RHONDA M. WHITE, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM

_________________________
Risk Manager

_________________________
City Attorney
EXHIBIT “A”
SERVICES TO BE PROVIDED

PROJECT UNDERSTANDING
[Project background and general information]

SCOPE OF WORK
[Specific scope of work]

SCHEDULE
[Schedule for the project]
EXHIBIT “B”
PAYMENT

I. PROGRESS AUTHORIZATION

Written authorization to proceed from the City authorizes the Consultant to generate the NOT-TO-EXCEED COST OF [AMOUNT] DOLLARS AND [AMOUNT] CENTS ($[X.XX]) IN FEES for above listed tasks based on the rate schedule(s) that follow.

TOTAL NOT-TO-EXCEED COSTS: $[X.XX]

The City reserves the right to withhold any amount if unsatisfied with the service the Consultant provides or if the Consultant exceeds this written authorization for the above not-to-exceed costs.

II. INVOICE PROCEDURE

The Consultant’s bills shall be substantiated by appropriate documentation, and include an itemized listing of personnel, sub-consultants, and other direct costs incurred.
EXHIBIT "C"
INSURANCE

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

1) Minimum Scope of Insurance
   a) Coverage shall be at least as broad as:
      i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
      ii) Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1); if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
      iii) Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
      iv) Errors and Omissions liability insurance appropriate to the Consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

2) Minimum Limits of Insurance
   a) Consultant shall maintain limits no less than:
      i) General Liability - $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii) Automobile Liability - $1,000,000 per accident for bodily injury and property damage.
      iv) Employer’s Liability - $1,000,000 per accident for bodily injury or disease.
      v) Errors and Omissions Liability - $1,000,000 per occurrence or claim, $2,000,000 aggregate.

3) Self-insured Retentions
   Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4) Other Insurance Provisions
   a) The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
      i) The City of Santa Maria, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Consultant's
insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).

ii) For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice stating the title of this contract to the City. All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.

iv) The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v) If any of the required policies provide claims-made coverage:
   (1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
   (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
   (3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

5) Acceptability of Insurers
   Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:\VII, unless otherwise acceptable to the City.

6) Verification of Coverage
   a) The Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause.
   b) All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them.
   c) The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, at any time.

7) Special Risks or Circumstances
   The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.